

COMSURE Technology Limited Standard Terms and Conditions

The following terms of business apply to this engagement:

1 Definitions

- 1.1 "COMSURE" means Comsure Technology Limited of **No 1 Bond Street Chambers, St Helier, Jersey, Channel Islands, JE2 3NP**
- 1.2 "Client" means the organisation for which the Program(s) or Services shall be provided, as named on the Quotation.
- 1.3 "Confidential Information" means, subject as provided in Clause 7, all information of whatever nature (including without limitation business or technical information) in whatever form (tangible or intangible, human or machine readable or otherwise) obtained by the Client directly or indirectly from COMSURE (before on or after the date hereof) together with any reproductions of any of the foregoing whether or not the same (if in tangible form) is embodied in any Program(s) or Services or is marked confidential or proprietary.
- 1.4 "Documentation" means the relevant user and operations manuals and other end-user related documentation provided by COMSURE to the Client.
- 1.5 "Program(s)" means any software specified on any Quotation together with any related Documentation.
- 1.6 "Quotation" means the accompanying quotation defining, inter alia, the Program(s) and/or Services to be provided hereunder.
- 1.7 "Services" means any work performed by COMSURE for the Client under the terms of this Agreement.
- 1.8 "Support and Maintenance" means the support and maintenance services provided by COMSURE pertaining to the Program(s), including reasonable assistance (by telephone, email and remote access) with technical queries and minor bug fixes. It does not include major feature enhancements or on-site support.

2 Agreement

- 2.1 The Quotation and these Terms and Conditions represent the entire agreement between the parties ("Agreement"). Each party warrants to the other that it has not relied on any representation not recorded here that has induced it to enter into this Agreement.
- 2.2 In the event of conflict between these Terms and Conditions and the Quotation, the Quotation will take precedence.

2.3 No amendment or pre-printed terms on any Client order to this Agreement will be valid unless confirmed in writing and signed by authorised signatories of COMSURE and of the Client.

2.4 Neither party will assign or transfer this Agreement without the prior written consent of the other party, save that COMSURE may assign to an affiliate or successor in title without consent.

3 Delivery

3.1 COMSURE will deliver a copy of the Program(s) in accordance with the terms set out in the Quotation. Together with the Program(s), COMSURE will deliver the Documentation for such Program(s). The Program(s) are delivered and provided pursuant to the licence grant contained in Section 5.2 below and the terms and conditions of this Agreement.

3.2 COMSURE will provide the Client with the Support and Maintenance for each Program specified in the Quotation for each annual period that the Client has paid the applicable fees in accordance with this Agreement. The Client shall pay COMSURE the fees for Support and Maintenance annually in advance. The first annual Support and Maintenance period for a Program will commence upon the date of delivery of such Program. If the Client allows Support and Maintenance to lapse by failing to pay Support and Maintenance fees, the Client may reinstate Support and Maintenance for all Programs by paying all Support and Maintenance fees that are in arrears, and any costs invoiced by COMSURE on a time and materials basis for updating the Client's Program(s) to the current supported release. Any software or documentation delivered by COMSURE under Support and Maintenance shall be deemed Program(s) and/or Documentation.

3.3 COMSURE shall provide the Services as set out in any Quotation with reasonable skill and care and in accordance with all reasonable instructions and directions of the Client including, but not limited, to those relating to the nature of the task to be performed, health and safety procedures, administrative procedures, and authorisation of expenses.

4 Price and Payment

- 4.1 The amount of fees for Services, the Program(s), and Support and Maintenance will be set forth in each Quotation. The Client shall pay COMSURE the non-refundable licence fees for the Program(s) and for Support and Maintenance set forth in each invoice within 14 (fourteen) days from the date of such invoice. Fees for services other than Support and Maintenance shall be invoiced monthly in arrears and payment of the fees shall be made within 14 (fourteen) days of the date of invoice.
- 4.2 The Client shall pay all shipment and handling charges, including any insurance charges for loss or damage while in transit.
- 4.3 COMSURE reserves the right to charge interest on late payments at the highest rate allowed by applicable law. Such interest shall be due for payment within 28 (twenty eight) days of receipt of invoice.
- 4.4 The Client shall reimburse COMSURE for all taxes and duties, including but not limited to any local sales taxes, VAT, withholding taxes or use taxes, or import or export duties, assessed in connection with the licensing of the Program(s) (except for any taxes based on COMSURE's net income). In the event that any taxing authority requires the Client to withhold any taxes, charges or other duties from any payments hereunder, the Client shall pay any additional amounts as may be necessary in order that the net amounts received by COMSURE after such withholding equals the amounts specified in the Quotation.
- 4.5 Unless otherwise specified in the Quotation, COMSURE does not warrant that the number of hours purchased by the Client is sufficient for the purposes intended by the Client and it shall be the responsibility of the Client to ensure that it has purchased sufficient hours of time in order to fulfil its requirements.
- 4.6 The Client shall reimburse to COMSURE all hotels, travelling and other expenses properly and reasonably incurred by COMSURE in providing the Services and / or the Program(s).
- 4.7 In the event that the Client wishes to make a change to the project scope set out in the Quotation, such change must be made in writing and agreed by an authorised representative of COMSURE. The Client accepts that material changes may result in an extension of the timescales and/or an increase in the quoted price. COMSURE will not undertake any change that is requested until written approval and any relevant payment are received and reserves the right to decline any change request at its discretion.
- 5 Licence and Restrictions**
- 5.1 COMSURE and its licensors shall own all world-wide intellectual property and other proprietary rights relating to or connected with all Programs, Documentation, the product of any Services, and all copies thereof. The Client shall have no right, title, or interest therein except for the rights expressly granted in this Agreement. The Client shall execute all documentation necessary for COMSURE and its licensors to perfect the ownership of such rights, at COMSURE's expense.
- 5.2 Upon payment of the fees set out in the Quotation COMSURE grants to the Client (subject to the termination provisions below) a non-exclusive, non-transferable, perpetual licence to use the Program(s) solely for its own internal business purposes and solely in accordance with the accompanying Documentation and the terms of this Agreement ("Use").
- 5.3 The Client's Use of the Program(s) shall be limited to use at the Client's premises as specified in the Quotation. Except to the extent applicable statutory law specifically prohibits such restrictions, the Client shall not, directly or indirectly, reverse engineer, decrypt, decipher, alter, merge, adapt or de-compile the Program(s) (or any part thereof) provided pursuant to this Agreement. The Client shall not reproduce, modify or publicly display all or any part of the Documentation, without the prior written consent of COMSURE. The Client shall not rent, lease, assign, sublicense or otherwise transfer the Program(s) or the Documentation, or any copy thereof, in whole or in part, without the prior written consent of COMSURE. Neither the Client nor its employees, service providers or contractors who have access to the Program(s) may use the Program(s) to design software with similar or competitive functionality for distribution to third parties.
- 5.4 COMSURE may use in any manner, without royalty, compensation or accounting to the Client, any suggestions and improvements that the Client furnishes to it in connection with this Agreement and the Client grants to COMSURE an unrestricted and royalty free licence, without warranty of any kind, to include them in COMSURE's products or service offerings.
- 5.5 The Client acknowledges that the Program(s) may contain certain third party software for which COMSURE has obtained the right to sublicense to the Client under all the terms hereof save as set out expressly herein ("Third Party Software").
- 5.6 The Program(s) may include certain third party open source and other free download components ("Free Download Components").

The Client may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licences and third party-required notices for the Program are provided with the Program(s) and can be viewed by selecting the "Full Copyright Information" link at the bottom of any page of the Program's UI. Any obligations undertaken by COMSURE in this Agreement in relation to the Free Download Components as part of the Program are provided by COMSURE alone, and not by the third party licensors of the Free Download Components.

- 5.7 The Free Download Components are provided "as is" by the third party licensors who disclaim all liabilities, damages (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the Free Download Components. Nothing in the foregoing affects any performance warranty provided by COMSURE with regard to the Program as a whole.
- 5.8 Any Free Download Components are excluded from any indemnity provided by COMSURE in this Agreement.

6 Client's Obligations

The Client shall:

- 6.1 provide COMSURE with accurate, complete and timely information where requested, and carry out any other obligations ascribed to the Client or to others under the Client's control in the Quotation such as but not limited to participating fully in the specification design process, reviewing any documents and testing any Program(s) in a timely manner. COMSURE shall not be responsible for any consequences arising from any delay or failure by the Client to do so (which may, inter alia, result in additional fees).
- 6.2 throughout the term of this Agreement provide adequate office accommodation and other facilities to enable COMSURE to perform the Services and / or the Program(s). The Client shall also provide COMSURE with such access to the Client's offices, facilities and equipment and to such of the Client's information and records as COMSURE may require, in order to deliver the Services.
- 6.3 ensure that all timesheets submitted by COMSURE, if required in a Quotation, are signed in a timely manner by authorised members of the Client's staff to confirm the hours worked, such timesheets representing COMSURE's authorisation to invoice the Client for work as per a Quotation.

- 6.4 ensure that all software it supplies to be used by COMSURE is properly licensed and that use of it by COMSURE will not result in the infringement of any third party's rights.
- 6.5 advise COMSURE of the rules and regulations which are then in force for the conduct of personnel at the Client's offices and properties.
- 6.6 hold Building insurance, public liability, and employer liability insurances sufficient to cover any of its liabilities under this Agreement.

7 Confidentiality

- 7.1 The Client will use all Confidential Information solely for its internal business purposes and shall use reasonable endeavours to ensure that Confidential Information is not copied or disclosed to any third party in any manner whatsoever except upon written authority of COMSURE. The Client shall only disclose Confidential Information to its own employees, service providers or contractors underwritten terms of confidentiality no less stringent than those set out herein.
 - 7.2 Confidential Information shall not include information that is:
 - a) already is the public domain other than through default of the receiving party; or
 - b) already is the receiving party's possession with no obligations of confidentiality; or
 - c) disclosed to the receiving party by a third party without any obligation of confidentiality; or
 - d) independently developed by the receiving party without reference to the confidential information; or
 - e) required to be disclosed by law, a court of competent jurisdiction, HM Inland Revenue or other government or regulatory authority.
 - 7.3 Upon expiration or termination of this Agreement the Client will return to COMSURE all Confidential Information not previously returned.
 - 7.4 COMSURE reserves the right to act for competitors of the Client or for other clients, whose interests are (or may be) opposed to those of the Client.
 - 7.5 These obligations of confidentiality will survive termination of this Agreement.
- ## 8 Warranty and Limitations
- 8.1 COMSURE warrants for a period of 90 (ninety) days from date of delivery that the Program(s), when used in accordance with the terms of this Agreement will operate substantially as set forth in the accompanying Documentation.
 - 8.2 COMSURE warrants for a period of 90 (ninety) days from date of delivery that the technical specification of the Program(s), when used in

accordance with the terms of this Agreement, is sufficient to enable the Program(s) to operate substantially in accordance with the Documentation. This warranty does not apply if the Program(s) are subjected to misuse.

- 8.3 COMSURE warrants that prior to delivery, COMSURE has used commercially reasonable efforts to prevent the Program(s) from being infected with, and any modified or enhanced versions of the Program(s) prepared by, or at the direction of, COMSURE from being infected with, any "worms", "viruses", "Trojan Horses", "protect codes", "data destruct keys" or other programs or programming devices that might be used to access, modify, delete or damage the Program(s), or other software, computer hardware or data of the Client, other than as necessary to implement any term of this Agreement.
- 8.5 The Client's sole and exclusive remedy for breach of any of the above warranties shall be, at COMSURE's option, the repair or replacement of the Program(s).
- 8.6 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8 AND NOTWITHSTANDING ANY OTHER TERMS IN THIS AGREEMENT, COMSURE MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PROGRAM(S), DOCUMENTATION OR SERVICES TO BE SUPPLIED BY COMSURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMSURE DOES NOT WARRANT THAT ANY PROGRAM(S) WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ANY PROGRAM(S) CAN BE CORRECTED. THE CLIENT ACKNOWLEDGES THAT COMSURE HAS MADE NO REPRESENTATIONS REGARDING WARRANTY OR PERFORMANCE OR CAPABILITY OTHER THAN AS EXPRESSLY STATED IN THIS SECTION 8.

9 Liability

- 9.1 COMSURE SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS OF PROFIT OR BUSINESS OR LOSSES ARISING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF OPPORTUNITY OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS HOWEVER CAUSED EVEN IF COMSURE HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY AND ALL CLAIMS BY ANY THIRD PARTIES. THE AGGREGATE LIABILITY OF COMSURE HEREUNDER WHETHER IN CONTRACT OR IN

TORT SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CLIENT OVER THE PRECEDING 12 (TWELVE) MONTHS. THIS LIMITATION SHALL NOT APPLY TO LIABILITY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY COMSURE'S NEGLIGENCE OR ANY LIABILITY THAT BY LAW CANNOT BE RESTRICTED.

- 9.2 COMSURE shall be notified in writing within 90 (ninety) days of delivery of any Program(s) or Services of any claim by the Client that the Program(s) or Services have not been provided with reasonable skill and care or are in any way defective or inaccurate. The notice shall specifically define the nature of the alleged lack of reasonable skill or care, or the alleged defect or inaccuracy. If no such notification is provided within 90 (ninety) days of delivery, COMSURE shall have no liability in respect of such claim.
- 9.3 Because of the importance to COMSURE's work of the information and representations supplied by the directors, employees and agents of the Client, COMSURE shall not, save to the extent that the law requires otherwise, be held responsible or liable for any loss, damage, cost, expense or other consequences whatsoever and howsoever, caused, incurred, sustained or arising if information material to COMSURE's work is withheld or concealed from COMSURE or misrepresented to COMSURE.
- 9.4 COMSURE shall indemnify the Client for any claim, demand or cause of action by a third party ("Demand") to the extent that it is based upon a claim that the Programs infringe any United States, United Kingdom or European Union patent, United States, United Kingdom or European Union trademark, or Berne Convention copyright, or that the Programs misappropriate any trade secret of any third party within the country in which the Program is located as specified on the quotation. The foregoing indemnification is conditioned on the Client notifying COMSURE promptly in writing of such Demand, the Client giving COMSURE sole control of the defence thereof (and any negotiations for settlement or compromise thereof), and the Client cooperating in the defence thereof at COMSURE's request and expense, provided that the Client may, at its own expense, assist in such defence if it so chooses. COMSURE, at its sole option and expense may: (a) procure for the Client the right to continue using the Program(s); or (b) substitute a non-infringing version of the Program(s) so that the Programs become non-infringing and still conform to the applicable specifications; or (c) return the fee paid by the Client hereunder for the Program(s), and the Client shall immediately return the Program(s) to COMSURE. The Client shall not incur any

costs or expenses on behalf of COMSURE under or pursuant to this Section without COMSURE's prior written consent. Notwithstanding the foregoing, no indemnification is given in relation to Free Download Components. COMSURE shall obtain the best reasonably commercially available intellectual property indemnities from any providers of Third Party Software and shall use its reasonable commercial endeavours to monitor and report to the Client any potential issues relating to any such indemnities and hereby grants to the Client the benefit of all such indemnities.

9.5 COMSURE shall have no liability to the Client for any Demand by a third party alleging infringement or misappropriation based upon (a) any use of the Program(s) in a manner other than as permitted in this Agreement; or (b) any use of the Program(s) in combination with any product not provided by COMSURE, to the extent that such Demand is directed against the combination. The Client shall indemnify COMSURE for any Demand to the extent that it is based upon a claim relating to (a) or (b) above. THE FOREGOING STATES THE ENTIRE LIABILITY OF THE PARTIES AND THE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEMANDS.

10 Term and Termination

- 10.1 This Agreement will commence on the date that the Client accepts the Quotation in writing ("Effective Date") and will continue for the period stated in the Quotation, unless terminated earlier in accordance with the provisions of this Agreement, or extended by mutual written agreement of the parties.
- 10.2 Either party will immediately become entitled (without prejudice to its other rights in law or equity or under this Agreement) to terminate this Agreement forthwith by notice to the other party if the other party:
- a) makes default or commits any material breach of its obligations under this Agreement and, upon receiving notification from the other of such default or breach, fails to remedy the default or breach (if capable of remedy) within seven (7) days; or
 - b) is involved in any legal proceedings concerning its solvency, or shall become insolvent or unable to pay its debts as the same fall due, or shall have any administrator, receiver or administrative receiver appointed over any of its assets, or commences liquidation, or ceases or threatens to cease trading, or if serious doubt arises as to its solvency, or if an order shall be made or valid resolution passed for the winding up of that party; or

c) shall make a voluntary arrangement with its creditors.

10.3 COMSURE shall have the right to terminate this engagement immediately upon giving written notice to the Client if the Client is in default of any agreed payments under this Agreement and has failed to remedy that default within five (5) days of receiving a written demand from COMSURE.

10.4 On termination of this Agreement for whatever reason, the Client shall cease using the Program(s) and all copies of the same shall be immediately returned to COMSURE or shall be destroyed and the Client shall certify such destruction to COMSURE.

10.5 On termination of this Agreement for whatever reason the Client shall pay COMSURE for all Services rendered and expenses incurred as of the date of termination.

10.6 This Agreement will not prevent or restrict COMSURE from providing services to other clients which are the same or similar to the Services or using for any purpose that COMSURE considers appropriate any techniques, ideas, concepts or know-how gained or arising from the performance of the Services.

11 Electronic Communications

- 11.1 Unless requested otherwise, COMSURE may correspond, transmit documents and generally communicate with the Client (and with other third parties in connection with the Services) by means of the Internet or other electronic media. Whilst COMSURE will take reasonable steps to safeguard the security and confidentiality of the information transmitted, the Client understands and acknowledges that the security and confidentiality thereof cannot be guaranteed, and that communications may become lost, delayed, intercepted, corrupted or otherwise altered, rendered incomplete or fail to be delivered.
- 11.2 The Client understands and acknowledges that COMSURE cannot guarantee that transmissions will be free from infection.
- 11.3 For the Client's convenience documents may be made available by COMSURE in electronic as well as hard copy format. Multiple copies and versions of documents may therefore exist in different media. In the event of any discrepancy the signed hard copy shall be deemed to be the definitive document.

12 Non Solicitation

- 12.1 Both parties undertake that during the term of this Agreement and for a period of 6 (six) months following its conclusion, neither party shall:

- a) solicit or entice away (or assist anyone else in soliciting or enticing away) any employee or staff member or contractor of the other party with whom the party has had dealings in connection with this Agreement during the 12 (twelve) months immediately prior to the approach; or
- b) employ any such person, or engage them in any way, to provide services to that party.
- 12.2 This undertaking shall not apply in respect of any member of staff of one party who, without having been previously approached directly or indirectly by the other party, responds to an advertisement placed by that other party or on that party's behalf.
- 13 Force Majeure**
- 13.1 Neither party shall be liable for total or partial failure to perform its obligations under this Agreement (save for the obligation to make payments hereunder) during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control. In the event that any event of force majeure materially hinders the performance of either party hereunder for in excess of 60 (sixty) days, the other party shall have the option to terminate the Agreement on written notice.
- 14 Independent Contractors**
- 14.1 It is understood that each party is acting as an independent contractor and not in any way as an agent or representative of the other. Neither party has authority to bind or speak for the other except as may be specified in writing from time to time.
- 14.2 Nothing in this Agreement will serve to create an Employer - Employee, Principal - Agent, partnership or joint venture relationship between the Client and COMSURE.
- 15 General**
- 15.1 Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding anything herein to the contrary, COMSURE may reference or list the Client's name and general description of the Services provided.
- 15.2 Each party will name a contact that will be responsible for managing issues relating to the day to day performance of the Agreement, including meeting at regular intervals to discuss and minute the progress of the Services and / or Program(s).
- 15.3 In the event that any of the terms and conditions of this Agreement is judged to be in whole or in part illegal or unenforceable for any reason, such term or provision shall be deemed not to form part of this Agreement, but the remainder of these terms and conditions will continue in full force and effect.
- 15.4 No delay or failure by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights, or of any breach of any contractual terms, will be deemed to be a waiver of any other right or of any later breach.
- 15.5 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class post, facsimile transmission or e-mail to a party at the address, relevant fax number or e-mail address for such party or such other address as that party may from time to time designate by written notice to the other.
- 15.6 This Agreement shall be governed by the laws of Jersey and the parties hereby submit to the non-exclusive jurisdiction of the courts of Jersey. Notwithstanding the foregoing in the event of a dispute arising between the parties to this Agreement it is hereby agreed that the parties will seek in good faith to resolve any such dispute by negotiation without recourse to court proceedings. In the event of a dispute either party may serve written notice on the other party proposing that the parties seek to resolve the dispute by negotiation. Within 3 (three) days after service of the notice 1 (one) or more representatives from each party (at a senior director level) shall meet in good faith to attempt to resolve the dispute. If the dispute is not resolved within 7 (seven) days of the notice then either party may upon written notice to the other refer the dispute for final determination to the British Computer Society. All proceedings shall take place in London in English. Nothing in this Agreement shall be deemed to limit a party's right to seek interim injunctive relief or to enforce an arbitration award in any court of law. Notwithstanding the foregoing, COMSURE reserves the right to take action in any jurisdiction to assert or defend its intellectual property rights. The prevailing party in any lawsuit or action brought by the parties hereto shall be entitled to reasonable lawyers' fees, expert witness fees and costs of suit, as well as all such fees associated with enforcing any judgement.
- 15.7 The Programs are subject to laws and regulations of the United States, United Kingdom and European Union that restrict its export. The Client agrees that the Client shall not export or "re-export" (transfer) the Program(s) unless the Client has complied with all applicable government export controls and approvals.

- 15.8 COMSURE and its licensors shall have the right to conduct an audit of (and to copy) the Client's records on reasonable notice and not more than once in each 12 (twelve) month period to verify that the Client is complying with the terms hereof. In the event that an underpayment is revealed as the result of such audit, the Client shall immediately upon being so requested by COMSURE pay such underpayment together with the costs of any such audit.
- 15.9 This Agreement may be modified only by written agreement signed by authorised officers of both parties. Any term or condition in any purchase order, confirmation or other document furnished by either party or in any oral communication from either party before or after the Effective Date which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement is hereby expressly rejected and shall be of no force or effect, regardless of performance by the party receiving such order, confirmation or document after such receipt, except to the extent that the parties modify this Agreement in accordance with this Section.
- 15.10 Each party acknowledges that its obligations in respect of the other party's Confidential Information give particular value and further agrees that any breach of this Agreement relating to Confidential Information may result in irreparable and continuing damage to the other party for which there may be no adequate remedy in damages. Each party further acknowledges that in the event of such breach, the other party will be entitled to seek injunctive relief and/or a decree for specific performance and such other further relief as may be proper and just without regard to any limitation contained elsewhere in this Agreement. The Client further agrees that COMSURE may seek equitable remedies in the event that the Client breaches the licence provisions herein, notwithstanding any other limitation in this Agreement.

End.