

NC SQUARED LIMITED END USER LICENCE AGREEMENT

Please read this End User Licence Agreement ("Licence Agreement") carefully. By downloading and/or using all or any part of the Software, you ("Licensee") indicate your acceptance of the following terms from NC Squared Limited, 1 Stanyards Courtyard, Stanyards Farm, Chertsey Road, Chobham, Surrey, England, GU24 8JE ("NC Squared"). The Licensee agrees to be bound by all the terms and conditions of this Licence Agreement. The Licensee agrees that it is enforceable as if it were a written negotiated agreement signed by the Licensee. If the Licensee does not agree to the terms of this Licence Agreement, the Licensee must not download and/or use the Software. If you are entering into this Licence Agreement on behalf of a company or other legal entity, you hereby represent that you have the authority to bind such entity to this Licence Agreement, in which case the term "Licensee" shall be construed to refer to such entity. The Licensee is advised to print and keep a copy of this Licence Agreement for future reference.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

"Agreement Year" means a period of 12 months beginning on the Effective Date or any anniversary of the Effective Date;

"Confidential Information" means, in respect of a party to this Licence Agreement, any information disclosed by that party to the other party during the term of the Licence Agreement that at the time of disclosure: (a) was marked as "confidential"; (b) was described by that party as "confidential"; or (c) should have been understood by the other party to be confidential;

"Documentation" means the electronic user manual for the Software which is either supplied to the Licensee with the Software or made available to the Licensee on the Salesforce Platform;

"Effective Date" means the date on which the Licensee first downloads and/or uses all or any part of the Software;

"Indemnity Event" means any infringement of any third party's intellectual property rights arising out of the use of the Software by the Licensee in accordance with the terms of this Licence Agreement;

"Licence Agreement Period" means either: (a) a trial period; or (b) a period of 12 months (or such other period as NC Squared may have expressly agreed in writing) in respect of which the Licensee has paid the Licence Fees or has committed to pay the Licence Fees;

"Licence Fees" means the monthly subscription fees per User payable to NC Squared, details of which are set out in the quotation issued by NC Squared to the Licensee in respect of the Software and related services (or, where there is no such quotation, in the invoice issued by NC Squared to the Licensee in respect of the Software and related services);

"Licensee Affiliates" means any parent or holding companies and any subsidiaries of the Licensee, and any subsidiaries of any parent or holding companies of the Licensee;

"Minimum Requirements" means the minimum technical specification required to enable the Software to function in accordance with the Documentation and/or at all, as set out in the Documentation and/or on the Salesforce Platform;

"Salesforce" means SFDC UK Ltd, Block Two, Lotus Park, The Causeway, Staines, Middlesex TW18 3AG, the provider of the Salesforce Platform;

"Salesforce Platform" means the CRM system provided by Salesforce and available via

www.salesforce.com or any such unique resource locator as designated by Salesforce;

“Software” means the object code form of NC Squared’s “Distribution Engine” software;

“Update” means any patch, update or upgrade to the Software issued by NC Squared;

“User” means each individual user who has access to and use of the Software made available to the Licensee under this Licence Agreement (including any user who can be assigned object records by means of the Software, whether or not that user has an account in respect of the Software); and

“Working Hours” means 9.00am to 5.00pm in London.

2. GRANT OF RIGHTS; RESTRICTIONS

2.1 Subject to all the terms and conditions of this Licence Agreement and in consideration for the payment of the Licence Fees, NC Squared hereby grants the Licensee and the Licensee Affiliates a worldwide, non-exclusive, non-transferable licence to use the Software on the Salesforce Platform in accordance with the Documentation. Such use shall be for the Licensee’s and the Licensee Affiliates’ internal purposes only. The licence is terminable in accordance with the express provisions of this Licence Agreement, including clauses 4.6 and 5.1.

2.2 Except as expressly permitted in this Licence Agreement or required under applicable law, the Licensee shall not, and shall not permit others to: (a) modify, translate, create derivative copies of or copy the Software, in whole or in part; (b) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software to source code form; (c) distribute, sub-license, assign, share, time-share, sell, rent, lease, grant a security interest in, use for service bureau purposes, or transfer the Software or Licensee’s right to use the Software; (d) remove or modify any copyright, trademark, or other proprietary notices of NC Squared contained within the Software; or (e) use the Software in any manner not expressly authorised by this Licence Agreement.

2.3 The Licensee must ensure that all Users and Licensee Affiliates comply with the terms of this Licence Agreement. If the Licensee wishes to change the number of licensed Users, the Licensee must submit a written request to do so to NC Squared. NC Squared shall be entitled to accept or reject such requests at its sole discretion. If NC Squared accepts the Licensee’s request under this clause 2.3, the Licensee shall pay the applicable Licence Fees. The Licensee must have at least 5 User licences at all times during the term of this Licence Agreement.

2.4 Upon request by NC Squared not more than once during each calendar year, the Licensee must provide a certificate signed by an officer or other authorised representative certifying the Licensee’s compliance with the terms of this Licence Agreement.

2.5 NC Squared has sole and exclusive ownership of all right, title, and interest in and to the Software, including all copyright and any other intellectual property rights therein. This Licence Agreement conveys a limited licence to use the Software pursuant to this clause 2 and shall not be construed to convey title to or ownership of the Software to the Licensee or any other person. All rights in and to the Software not expressly granted herein are reserved by NC Squared.

2.6 The Licensee warrants that it has the right to use the Salesforce Platform and the right to use any other third party software that the Licensee uses from time to time in conjunction with the Software.

3. SUPPORT SERVICES AND CONSULTANCY

3.1 NC Squared will make available to the Licensee an email-based helpdesk facility for the purposes of: (a) assisting the Licensee with the configuration of the Software and the integration of the Software with the Salesforce Platform; (b) assisting the Licensee with the

proper use of the Software; and/or (c) determining the causes of errors and fixing errors in the Software. NC Squared shall use reasonable endeavours to respond to issues raised through the helpdesk within 16 Working Hours.

3.2 NC Squared shall have no obligation to provide support in respect of any fault or error caused by the improper use of the Software or the use of the Software otherwise than in accordance with the Documentation.

3.3 If the Licensee purchases a premium support package from NC Squared, then: (a) the helpdesk referred to in clause 3.1 shall be accessible via email and telephone; (b) NC Squared shall use reasonable endeavours to respond to issues raised through the helpdesk within 4 Working Hours; and (c) the Licensee shall pay a support fee equal to a defined percentage of the Licence Fees to NC Squared, at the same time as the Licence Fees are paid. The relevant percentage shall be as specified on the Salesforce Platform at the date the premium support package is purchased or as otherwise agreed between the parties in writing, providing that NC Squared reserves the right to vary this percentage at and from the end of any Licence Agreement Period by giving at least 45 days' written notice of the variation to the Licensee.

3.4 If NC Squared personnel spend, during an Agreement Year, more than 100 hours providing support services to the Licensee and/or the Licensee Affiliates (excluding time spent providing support services in relation to bugs in the Software), then NC Squared shall notify the Licensee of this and, following the sending of such notice, may charge the Licensee for any additional support services (excluding support services in relation to bugs in the Software) provided during that Agreement Year at its then-current standard time-based charging rates.

3.5 The Licensee must apply any Update that NC Squared releases through the Salesforce Platform's *App Exchange* to the Licensee's instance of the Software. If the Licensee has not within a period of 30 days following such release applied an Update, or if an Update is reasonably required to address a vulnerability, bug or other issue in the Software identified by NC Squared, then NC Squared may itself apply the Update to the Licensee's instance of the Software. The Licensee acknowledges that Updates may result in changes to the appearance and/or functionality of the Software.

3.6 The Licensee acknowledges that NC Squared will not be responsible for making back-ups of any Licensee data.

4. LICENCE FEE

4.1 In consideration for the licence granted to the Licensee hereunder, the Licensee shall pay NC Squared a Licence Fee for each User who has access to the Software, using the methods of payment specified on the NC Squared website.

4.2 Unless clause 4.3 applies: (a) the first annual Licence Fee payment shall be due and payable on the later of the Effective Date and the first day following the end of any trial period under clause 4.8; and (b) subsequent annual Licence Fee payments shall be due and payable on each anniversary of the first payment date.

4.3 This clause 4.3 applies if NC Squared has expressly agreed in writing that payment will be quarterly or bi-annual rather than annual. If this clause 4.3 applies: (a) the first monthly Licence Fee payment shall be due and payable on the later of the Effective Date and the first day following the end of any trial period under clause 4.8; and (b) subsequent Licence Fee payments shall be due and payable on the same day of each following third month or sixth month (as the case may be) during the term of this Licence Agreement (or, if there is no equivalent day, on the last day of the relevant month).

4.4 All Licence Fees and other amounts stated in and in relation to this Licence Agreement are stated exclusive of VAT and all other sales taxes, which may be payable by the Licensee to NC Squared in addition to the principal amount.

4.5 NC Squared reserves the right to vary the Licence Fee at and from the end of any Licence Agreement Period by giving at least 45 days' written notice of the variation to the Licensee. No such variation shall result in the per-User Licence Fee increasing during the term of the Licence Agreement by more than 5 percent for each completed Licence Agreement Period. In calculating the maximum permitted variation, the increase shall be compounded to the variation cap at the start of each such Licence Agreement Period.

4.6 If the Licensee fails to make payment of the Licence Fee or any other amount due under this Licence Agreement by the due date, then NC Squared may send a written demand for payment to the Licensee. If the outstanding amount or amounts are not paid within 14 days following the date of issue of the written demand, then NC Squared may at any time thereafter by further written notice to the Licensee suspend and/or terminate any or all of the licences granted in this Licence Agreement and/or this Licence Agreement.

4.7 If the Licensee has agreed in writing that this Licence Agreement will continue for a minimum period or minimum term, then if this Licence Agreement is terminated by NC Squared under clause 4.6, 5.1 or 5.2, the Licensee shall immediately become liable to pay all Licence Fees and other amounts that would have been payable had this Licence Agreement continued to the end of the minimum period or minimum term.

4.8 The first 30 days of the term of this Licence Agreement (or such other period as the parties may agree) shall be a trial period, and all of the provisions of this Licence Agreement shall apply during that trial period, save as follows: (a) the Licensee shall have no obligation to pay the Licence Fee in respect of the trial period; (b) either party may terminate this Licence Agreement immediately by giving written notice to the other party at any time before the end of the trial period (in which case no liability to pay the Licence Fee will arise); and (c) the Software and the Licensee's use of the Software shall be subject to such limitations and restrictions as NC Squared shall implement from time to time.

5. TERMINATION

5.1 This Licence Agreement shall commence on the Effective Date and continue until terminated in accordance with its express terms. If either party breaches this Licence Agreement in any material respect, the other party may give written notice to the breaching party of its intent to terminate, and if such breach is not cured within 30 days after the breaching party's receipt of such notice, this Licence Agreement shall terminate without any further notice required (but no cure period is required for any breach that cannot be cured).

5.2 Notwithstanding clause 5.1, NC Squared shall be entitled to: (a) immediately terminate this Licence Agreement upon notice; and (b) permanently prohibit the Licensee from making any use of and/or accessing the Software in the event the Licensee or any Licensee Affiliate is, or NC Squared has reason to believe that the Licensee or any Licensee Affiliate is: (i) using the Software to commit a criminal act or to cause nuisance, annoyance or inconvenience to or harass others, including without limitation engaging in hacking activities; (ii) using illegal and/or unlawful means to access the Software; or (iii) doing an act or series of acts that shall or may reasonably be deemed to infringe any patents, copyrights, trade marks, design rights or any other intellectual property rights or other rights of any third parties.

5.3 Either party may terminate this Licence Agreement by giving at least 30 days' written notice of termination to the other party, providing that such notice must terminate: (a) at the end of the then-current Licence Agreement Period; and (b) after the end of any minimum period or minimum term agreed between the parties.

5.4 Upon any termination of this Licence Agreement, (a) the rights and licences granted under this Licence Agreement shall terminate; (b) the Licensee shall cease all use of the Software, and shall ensure that the Licensee Affiliates cease all use of the Software; and (c) the Licensee shall, where requested, certify in writing to NC Squared its compliance with the foregoing. Clauses 1, 3, 4 (to the extent of unpaid Licence Fees), 5.2, 5.4, 6, 7, 8, 9 and 10 shall survive any termination of this Licence Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 NC Squared warrants to the Licensee that: (a) it has the full power and authority to enter into this Licence Agreement; (b) it has the right to provide the Software to the Licensee in accordance with this Licence Agreement; and (c) it will use reasonable care and skill to ensure that the Software will function materially in accordance with the Documentation during the term of this Licence Agreement, without prejudice to NC Squared's rights to update, enhance and upgrade the Software from time to time.

6.2 The above warranty is conditional upon the Licensee complying with the Minimum Requirements.

6.3 The warranties set forth in this clause 6 are exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed.

6.4 The Licensee shall procure its own internet connection to access the Salesforce Platform and/or the Software.

6.5 The Licensee acknowledges that NC Squared relies on third party services providers to make the Software available to the Licensee. Consequently, NC Squared does not warrant that the Licensee shall have uninterrupted access to the Salesforce Platform and/or use of the Software.

6.6 The Licensee acknowledges that the Software is a native application on the Salesforce Platform and that NC Squared has no control over changes to the Salesforce Platform. NC Squared shall ensure that the Software is compatible with the Salesforce Platform on the Effective Date and NC Squared shall use reasonable endeavours to ensure that the Software remains compatible with the Salesforce Platform during the term of this Licence Agreement.

6.7 The Licensee hereby represents that it shall: (a) comply with the Minimum Requirements; (b) comply with all applicable local and foreign laws and regulations which may govern the use of the Software; and (c) use the Software only for lawful purposes and in accordance with the terms of this Licence Agreement.

7. LIMITATION OF LIABILITY

7.1 Nothing in this Licence Agreement will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this clause 7 and elsewhere in this Licence Agreement: (a) are all subject to clause 7.1; and (b) govern all liabilities arising under this Licence Agreement or in relation to the subject matter of this Licence Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise.

7.3 NC Squared will not be liable to the Licensee in respect of any loss of profits, income, revenue, use, production or anticipated savings.

7.4 NC Squared will not be liable to the Licensee for any loss of business, contracts or commercial opportunities.

7.5 NC Squared will not be liable to the Licensee for any loss of or damage to goodwill or

reputation.

7.6 NC Squared will not be liable to the Licensee in respect of any loss or corruption of any data, database or software.

7.7 NC Squared will not be liable to the Licensee in respect of any special, indirect or consequential loss or damage.

7.8 NC Squared will not be liable to the Licensee for any losses arising out of any event or events beyond the reasonable control of NC Squared.

7.9 NC Squared will not be liable to the Licensee for any wasted management time or procurement of substitute products or services.

7.10 NC Squared's liability to the Licensee under or in connection with this Licence Agreement in relation to any event or series of related events shall not exceed the greater of: (i) GBP 5,000; and (ii) the sum of all amounts paid and payable by the Licensee to NC Squared under this Licence Agreement during the period of 12 months immediately prior to the commencement of the event or series of events.

7.11 NC Squared's aggregate liability to the Licensee under or in connection with this Licence Agreement shall not in any event exceed GBP 500,000.

7.12 Under no circumstances shall NC Squared be liable for any failure of the Software to perform in accordance with the Documentation, or at all, as a result of a failure by the Licensee to comply with the Minimum Requirements.

7.13 Subject to NC Squared's compliance with Clause 6.6, NC Squared shall not be liable to the Licensee in respect of any loss or damage arising out of any failure of the Software to integrate or be compatible with the Salesforce Platform.

7.14 NC Squared shall not be liable to the Licensee in respect of any loss or damage arising out of any failure of the Software to integrate or be compatible with any third party software (excluding the Salesforce Platform).

8. INDEMNITY

8.1 Subject to Clauses 8.2, NC Squared hereby indemnifies the Licensee and undertakes to keep the Licensee indemnified in full and on demand against any and all losses, liabilities, damages, claims, costs and expenses (including but not limited to legal costs and amounts paid in settlement of legal claims) suffered or incurred by the Licensee and arising as a result of an Indemnity Event.

8.2 The Licensee must: (a) upon becoming aware of an actual or potential Indemnity Event, notify NC Squared; (b) provide to NC Squared all reasonable assistance in relation to the Indemnity Event; (c) allow NC Squared the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Indemnity Event; and (d) not admit liability in connection with the Indemnity Event or settle the Indemnity Event without the prior written consent of NC Squared.

8.3 The indemnity in Clause 8.1 is not subject to the liability cap in Clause 7.10, but is subject to the liability cap in Clause 7.11.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 Each party shall: (a) keep confidential and not disclose the Confidential Information of the other party to any person save as expressly permitted by this Clause 9; and (b) protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a

similar nature, being at least a reasonable degree of care.

9.2 The Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing or by a professional obligation to maintain the confidentiality of the Confidential Information disclosed.

9.3 The obligations set out in this Clause 9 shall not apply to: (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence); (b) Confidential Information of a party that is in possession of the other party prior to disclosure by the first party; (c) Confidential Information of a party that is received by the other party from an independent third party who has a right to disclose the relevant Confidential Information.

9.4 The obligations set out in this Clause 9 shall not apply to the extent that Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.

9.5 The Licensee warrants to NC Squared that it has the legal right to disclose all personal data that it does in fact disclose to NC Squared under or in connection with this Licence Agreement.

9.6 To the extent that NC Squared processes personal data disclosed by the Licensee, NC Squared warrants that: (a) it will act only on instructions from the Licensee in relation to the processing of that personal data; and (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of that personal data and against loss or corruption of that personal data.

9.7 The liability cap in Clause 7.10 shall not apply in respect of any breach of this Clause 9 by NC Squared.

10. GENERAL

10.1 Either party may assign all of its contractual rights under this Licence Agreement to any successor to all or a substantial part of its business from time to time. Except as expressly provided in this Clause 10.1 or elsewhere in the Licence Agreement, neither party shall assign its contractual rights under this Licence Agreement, in whole or in part, without the prior written consent of the other party. Any attempted assignment in violation of this Clause 10.1 shall be void.

10.2 Neither party shall the use the other party's name in publicity or marketing materials without the prior written consent of that other party.

10.3 The Licensee agrees that because of the unique nature of the Software and NC Squared's proprietary rights therein, a demonstrated breach of this Licence Agreement by the Licensee may irreparably harm NC Squared and monetary damages may be inadequate compensation. Therefore, the Licensee agrees that NC Squared shall be entitled to seek preliminary and permanent injunctive relief, as determined by any court of competent jurisdiction to enforce the provisions of this Licence Agreement.

10.4 If any provision of this Licence Agreement or the Software thereof is declared void, illegal, or unenforceable, the remainder of this Licence Agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

10.5 Any failure by any party to this Licence Agreement to enforce at any time any term or condition under this Licence Agreement will not be considered a waiver of that party's right

thereafter to enforce each and every term and condition of this Licence Agreement.

10.6 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the non-performing party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

10.7 Subject to clause 7.1, this Licence Agreement, together with any additional terms agreed in any quotation or invoice issued by NC Squared to the Licensee, shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, made with respect to the subject matter hereof. In the event of a conflict between this Licence Agreement and any such additional terms, the additional terms shall take precedence.

10.8 This Licence Agreement may be varied by: (a) the written agreement of both parties; (b) the Licensee giving its express acceptance of a variation specified by NC Squared using the Salesforce Platform; or (c) NC Squared giving to the Licensee at least 45 days' written notice of the variation, such variation to come into effect at the end of the Licence Agreement Period current when such notice period expires.

10.9 This Licence Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party (including any Licensee Affiliate). The exercise of the parties' rights under this Licence Agreement is not subject to the consent of any third party (including any Licensee Affiliate).

10.10 The parties agree that NC Squared is an independent contractor and not an employee, agent, fiduciary or partner of Licensee.

10.11 This Licence Agreement governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction over any disputes arising out of this Licence Agreement.