

NC SQUARED, INC.
END USER LICENSE AGREEMENT

Please read this End User License Agreement (“License Agreement” or “Agreement”) carefully. By executing this Agreement; and/or, by downloading and/or using all or any part of the Software, you (“Licensee”) indicate your acceptance of the following terms from NC Squared, Inc., 427 N. Tatnall Street #74040, Wilmington, Delaware 19801-2230, a Delaware Corporation (“NC Squared”) (each a “Party” and collectively the “Parties”). The Licensee agrees to be bound by all the terms and conditions of this License 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 License Agreement, the Licensee must not download and/or use the Software. If you are entering into this License Agreement on behalf of a company or other legal entity, you hereby represent that you have the authority to bind such entity to this License 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 License Agreement for future reference.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 “Confidential Information” means, in respect of a Party to this License Agreement, any information disclosed by that Party to the other party during the term of the License 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; and, in the respect of the Licensee, this shall include all the Licensee Personal Data;

1.2 “Data Protection Laws” means all laws relating to the processing of Personal Data in the applicable jurisdiction(s);

1.3 “Documentation” means the electronic user manual for the Software that is either supplied to the Licensee with the Software or made available to the Licensee on the Salesforce Platform;

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

1.5 “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 License Agreement;

1.6 “License 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 License Fees or has committed to pay the License Fees;

1.7 “License 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);

1.8 “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;

1.9 “Licensee Personal Data” means any Personal Data that is processed by NC Squared on behalf of the

Licensee in relation to this License Agreement;

1.10 “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;

1.11 “Personal Data” means any information relating to an identified or identifiable natural person; or, as otherwise defined in the European Union General Data Protection Regulation (EU) 2016/679);

1.12 “Salesforce” means salesforce.com inc., The Landmark @ One Market, Suite 300, San Francisco, CA 94105, United States of America, the provider of the Salesforce Platform;

1.13 “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;

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

1.15 “UK Affiliate” means NC Squared’s affiliate, NC Squared Limited, 1 Stanyards Courtyard, Stanyards Farm, Chertsey Road, Chobham, Surrey, England, GU24 8JE, an English Limited Company;

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

1.17 “User” means each individual user who has access to and use of the Software made available to the Licensee under this License 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

1.18 “Working Hours” means 9.00am to 5.00pm in New York (Eastern Time Zone).

2. GRANT OF RIGHTS; RESTRICTIONS

2.1 Subject to all the terms and conditions of this License Agreement and in consideration for the payment of the License Fees, NC Squared hereby grants the Licensee and the Licensee Affiliates a worldwide, non-exclusive, non-transferable license to use the Software on the Salesforce Platform subject to and in accordance with

the Documentation. Such use shall be for the Licensee's and the Licensee Affiliates' internal purposes only. The license is terminable in accordance with the express provisions of this License Agreement, including clauses 4.6 and 5.1.

2.2 Except as expressly permitted in this License 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 authorized by this License Agreement.

2.3 The Licensee must ensure that all Users and Licensee Affiliates comply with the terms of this License Agreement. If the Licensee wishes to increase the number of licensed Users, the Licensee must submit a written request to do so to NC Squared directly. NC Squared shall only be entitled to reject such requests if it has reasonable grounds to do so and provides details of those grounds to the Licensee. If NC Squared accepts the Licensee's request under this clause 2.3, the Licensee shall pay the additional applicable License Fees. The Licensee must have a minimum of five (5) User licenses at all times during the term of this License 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 authorized representative certifying the Licensee's compliance with the terms of this License 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 License Agreement conveys a limited license 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 or entity. NC Squared reserves all rights in and to the Software not expressly granted herein.

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 UPDATES

3.1 NC Squared, and/or its UK Affiliate, 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 or unlicensed 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 an additional support fee equal to a defined percentage of the License Fees to NC Squared, at the same time as the License 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 License Agreement Period by giving at least 45 days' written notice of the variation to the Licensee.

3.4 If NC Squared and/or its UK Affiliate's personnel spend, during any 12 month period beginning on the Effective Date or any anniversary of the Effective Date, 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 period at its then-current standard time-based charging rates.

3.5 From time to time, NC Squared and/or its UK Affiliate may release Updates through the Salesforce Platform's *App Exchange*.

3.6 NC Squared and/or its UK Affiliate shall send to the Licensee a written notice of each Update. If the Licensee does not apply the Update to the Licensee's instance of the Software within the period of 30 days following the issue of that notice, and the Licensee has not before the end of that period requested in writing that NC Squared refrain from applying the Update, then NC Squared or its UK Affiliate shall apply the Update to the Licensee's instance of the Software.

3.7 If an Update has not been applied to the Licensee's instance of the Software within the period of 30 days following the issue of NC Squared's notice under clause 3.6, NC Squared shall be entitled to refuse to provide support services to the Licensee, until such time as the Licensee updates the Software to the latest version.

3.8 In the case of an Update that is designed (in whole or part) to address a security vulnerability in the Software, if the Licensee has not applied the Update to

the Licensee's instance of the Software during the period of 7 days following the issue of NC Squared's notice under clause 3.6, NC Squared shall not be liable for any loss or damage suffered by the Licensee and arising out of such failure, subject always to clause 7.1.

3.9 The Licensee acknowledges that Updates may result in changes to the appearance and/or functionality of the Software.

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

4. LICENSE FEE

4.1 In consideration for the license granted to the Licensee hereunder, the Licensee shall pay NC Squared a License 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 License 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 License 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 License 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 License 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 License Agreement (or, if there is no equivalent day, on the last day of the relevant month).

4.4 All License Fees and other amounts stated in and in relation to this License 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 License Fee at and from the end of any License 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 License Fee increasing during the term of the License Agreement by more than 5 percent for each completed 12-month period following the Effective Date. In calculating the maximum permitted variation, the increase shall be compounded to the variation cap at the start of each such License Agreement Period.

4.6 If the Licensee fails to make payment of the License Fee or any other amount due under this License 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 licenses granted in this License Agreement and/or this License Agreement.

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

4.8 The first 30 days of the term of this License Agreement (or such other period as the Parties may agree) shall be a trial period, and all of the provisions of this License Agreement shall apply during that trial period, save as follows: (a) the Licensee shall have no obligation to pay the License Fee in respect of the trial period; (b) either Party may terminate this License 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 License 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 License Agreement shall commence on the Effective Date and continue until terminated in accordance with its express terms. If either Party breaches this License 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 License 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 License 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, trademarks, design rights or any other intellectual property rights or other rights of any third.

5.3 Either Party may terminate this License 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 License 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 License Agreement, (a) the rights and licenses granted under this License 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 License Fees), 5.2, 5.4, 6, 7, 8, 9, 11.1 and 12 shall survive any termination of this License 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 License Agreement; (b) it has the right to provide the Software to the Licensee in accordance with this License Agreement; (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 License Agreement, without prejudice to NC Squared's rights to update, enhance and upgrade the Software from time to time; and (d) the Software will not contain any virus, Trojan horse, worm, trapdoor, backdoor or other malicious code.

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 License 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 License Agreement.

7. LIMITATION OF LIABILITY

7.1 Nothing in this License 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 License Agreement: (a) are all subject to clause 7.1; and (b) govern all liabilities arising under this License Agreement or in relation to the subject matter of this License 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 Neither Party will be liable to the other Party in respect of any loss of profits, income, revenue, use, production or anticipated savings.

7.4 Neither Party will be liable to the other Party any loss of business, contracts or commercial opportunities.

7.5 Neither Party will be liable to the other Party for any loss of or damage to goodwill or reputation.

7.6 Neither Party will be liable to the other Party in respect of any loss or corruption of any data, database or software.

7.7 Neither Party will be liable to the other Party in respect of any special, indirect or consequential loss or damage.

7.8 Neither Party will be liable to the other Party for any losses arising out of any event or events beyond the reasonable control of the Parties.

7.9 Neither Party will be liable to the other Party for any wasted management time or procurement of substitute products or services.

7.10 Each Party's liability to the other Party under or in connection with this License Agreement in relation to any event or series of related events shall not exceed the greater of: (a) USD \$25,000; and (b) the sum of all amounts paid and payable by the Licensee to NC Squared under this License Agreement during the period of 12 months immediately prior to the commencement of the event or series of events.

7.11 Each Party's aggregate liability to the other Party under or in connection with this License Agreement shall not in any event exceed USD \$2,500,000.

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 clause 8.2, the Parties hereby indemnify each other and undertake to keep each Party 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 indemnified Party and arising as a result of an Indemnity Event.

8.2 The Parties must: (a) upon becoming aware of an actual or potential Indemnity Event, notify the indemnifying Party of the Indemnity Event; (b) provide to the indemnifying Party all reasonable assistance in relation to the Indemnity Event; (c) allow the indemnifying Party the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Indemnity Event, provided that the indemnifying Party will not agree to any settlement that imposes any liability or requires any admission of responsibility on the part of the indemnified Party without the indemnified Party's prior written consent; and (d) not admit liability in connection with the Indemnity Event or settle the Indemnity Event without the prior written consent of indemnifying Party.

8.3 The indemnity in clause 8.1 is not subject to the limitations and exclusions of liability in clause 7, except that it is subject to the liability cap in clause 7.11.

9. CONFIDENTIALITY

9.1 Each Party shall: (a) keep confidential and not disclose the Confidential Information of the other Party to any person or entity, except as expressly permitted by this clause 9; and (b) protect the Confidential Information of the other Party against unauthorized 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 limitations and exclusions of liability in clause 7 shall not apply in respect of any breach of this clause 9, except that clause 7.11 shall apply in respect of any such breach.

10. DATA PROTECTION

10.1 Licensee Personal Data may be processed by NC Squared and/or its UK Affiliate. In such event, the collection and/or processing of Personal Data may render the laws of several different jurisdictions, if any, applicable as it relates to the protection of the Personal Data. In such event, NC Squared and/or its UK Affiliate shall comply with the applicable Data Protection Laws, if any, for each jurisdiction that is triggered by such collection and/or processing. In the event that Licensee Personal Data is processed by NC Squared, or the UK Affiliate, and the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") applies to the collection and/or processing of the Licensee Personal Data, Licensee, NC Squared and/or the UK Affiliate shall comply with GDPR and the clauses contained in this Clause 10, if applicable, of the License Agreement.

10.2 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 License Agreement.

10.3 If required by the applicable Data Protection Laws, the Licensee shall only supply to NC Squared, and NC Squared shall only process, in each case under or in relation to this License Agreement, the Personal Data of users of the Software relating to their use of the Software; and NC Squared shall only process the Licensee Personal Data for the purposes of providing the Software and related support services.

10.4 If required by the applicable Data Protection Laws, NC Squared shall only process the Licensee Personal Data during the Term, subject to the other provisions of this Clause 10.

10.5 If required by the applicable Data Protection Laws, NC Squared shall only process the Licensee Personal Data on the documented instructions of the Licensee (including with regard to transfers of the Licensee Personal Data to any place outside the European Economic Area), as set out in this License Agreement or any other document agreed by the Parties in writing.

10.6 Notwithstanding any other provision of this License Agreement, NC Squared may process the Licensee Personal Data if and to the extent that NC

Squared is required to do so by applicable law. In such a case, NC Squared shall inform the Licensee of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10.7 If required by the applicable Data Protection Laws, NC Squared shall ensure that persons authorized to process the Licensee Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.8 If required by the applicable Data Protection Laws, NC Squared and the Licensee shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Licensee Personal Data, including the following measures: (a) the Licensee Personal Data shall be encrypted during transfer from the Salesforce servers to any NC Squared computer; and (b) NC Squared shall delete each file containing Licensee Personal Data as soon as practicable after its use for the permitted purposes.

10.9 If required by the applicable Data Protection Laws, NC Squared must not engage any third party to process the Licensee Personal Data without the prior specific or general written authorisation of the Licensee. In the case of a general written authorisation, NC Squared shall inform the Licensee at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if the Licensee objects to any such changes before their implementation, then NC Squared must not implement the changes. NC Squared shall ensure that each third-party processor is subject to the equivalent legal obligations as those imposed on NC Squared by this Clause 10.

10.10 If required by the applicable Data Protection Laws, NC Squared shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Licensee with the fulfilment of the Licensee's obligation to respond to requests exercising a data subject's rights, if any.

10.11 If required by the applicable Data Protection Laws, NC Squared shall assist the Licensee in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing, if any.

10.12 NC Squared shall make available to the Licensee all information necessary to demonstrate the compliance of NC Squared with its obligations under the applicable Data Protection Laws, if any.

10.13 NC Squared shall delete the Licensee Personal Data to the Licensee after the provision of services relating to the processing, if required under the applicable Data Protection Laws.

10.14 If required by the applicable Data Protection

Laws, NC Squared shall allow for and contribute to audits, including inspections, conducted by the Licensee or another auditor mandated by the Licensee in respect of the compliance of NC Squared's processing of Licensee Personal Data with the applicable Data Protection Laws and this Clause 10.

10.15 If any changes or prospective changes to the applicable Data Protection Laws result or will result in one or both Parties not complying with the applicable Data Protection Laws in relation to processing of Personal Data carried out under this License Agreement, then the Parties shall use their best endeavours promptly to agree such variations to this License Agreement as may be necessary to remedy such non-compliance.

10.16 If required by the applicable Data Protection Laws, the limitations and exclusions of liability in clause 7 shall not apply in respect of any breach of this clause 10, except that clause 7.11 shall apply in respect of any such breach.

10.17 With reference to clauses 10.5 and 10.9, the Licensee acknowledges and agrees that, if the Licensee requests support services under this License Agreement, the provision of such support services may involve: (a) the storage and processing by NC Squared, using the Salesforce.com platform, of limited Licensee Personal Data relating to the support service request; and (b) the transfer of limited Licensee Personal Data relating to the support services request to NC Squared, Inc. in the USA and the processing of that Licensee Personal Data by NC Squared, Inc.

10.18 If required by the applicable Data Protection Laws, NC Squared shall ensure that any transfer of Licensee Personal Data made in accordance with clause 10.17 shall be made under a contract between NC Squared and the relevant third-party processor meeting the requirements of the applicable Data Protection Laws.

10.19 Before the provision of any requested support services and where reasonably necessary to ensure the compliance of NC Squared with the applicable Data Protection Laws, NC Squared may require that the Licensee enter into a direct contractual relationship with NC Squared, Inc. under the applicable standard contractual clauses approved by the European Commission for transfers of Personal Data to a third country.

11. INSURANCE

11.1 NC Squared shall maintain, during the term of this License Agreement and for a period of at least 12 months thereafter, reasonable insurance with respect to NC Squared's obligations under this License Agreement.

11.2 NC Squared shall maintain the following minimum coverage: (a) employer's liability insurance of USD \$1,000,000 in aggregate; (b) public liability insurance of USD \$1,000,000 per occurrence; and (c) professional indemnity insurance of USD \$2,500,000 in aggregate.

11.3 Promptly following receipt from the Licensee

of a written request to do so, NC Squared shall provide to the Licensee certificates of insurance with respect to the insurance policies required under this clause 11.

12. GENERAL

12.1 Neither Party shall subcontract or assign this License Agreement, or any part thereof, without first obtaining the prior written consent of the other Party. Any attempted assignment in violation of this clause 12.1 shall be void.

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

12.3 The Licensee agrees that because of the unique nature of the Software and NC Squared's proprietary rights therein, a demonstrated breach of this License 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 License Agreement.

12.4 If any provision of this License Agreement or the Software thereof is declared void, illegal, or unenforceable, the remainder of this License 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.

12.5 Any failure by any Party to this License Agreement to enforce at any time any term or condition under this License Agreement will not be considered a waiver of that Party's right thereafter to enforce each and every term and condition of this License Agreement.

12.6 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 communication whenever such causes are removed.

12.7 Subject to clause 7.1, this License Agreement, together with the Documentation and 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 License Agreement and any such additional

terms, the additional terms shall take precedence.

12.8 This License 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 License Agreement Period current when such notice period expires.

12.9 This License 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 License Agreement is not subject to the consent of any third party (including any Licensee Affiliate).

12.10 The Parties agree that each Party is an independent contractor and not an employee, agent, fiduciary or partner of the other Party.

12.11 This License Agreement governed by and construed in accordance with laws of the State of Delaware, United States of America, without regard to conflict of laws. The state or federal courts of the State of Delaware shall have exclusive jurisdiction over any disputes arising out of this License Agreement.

12.12 Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the State of Delaware, before one arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and administered by the American Arbitration Association. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

12.13 Each Party represents that the individual signing, or otherwise agreeing or consenting to the terms and conditions of this Agreement, on the Party's behalf has the authority to do so and to so legally bind the Party. The Party represents that the execution and/or consent of the terms of this Agreement, including the delivery and performance of this Agreement by the Party has been fully and validly authorized by all necessary corporate, company and/or entity law.