

FORTRUS

UNITY LICENSE AGREEMENT

(1) Fortrus Limited

AND

(2) <Licensee>

LICENSE AGREEMENT

BETWEEN

1. Fortrus Ltd incorporated and registered in England and Wales with company number 04693188 whose registered office is at 5L Business & Technology Centre, Bessemer Drive, Stevenage, SG1 2DX ("Fortrus"); and

2. of ("the Licensee")

WHEREAS

A. Fortrus owns the rights in, or has the right to sublicense the Software as defined below.

B. The Licensee wishes to use the Software and Fortrus has agreed to grant a license of the Software to the Licensee on the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following expressions shall have the following meanings: -

"Change of Control" means in relation to either party, either (i) 50% or more of the total votes attaching to the share capital as issued at that time that party or its holding company is acquired by or transferred, whether directly or indirectly, to a person, company or group or (ii) where that party becomes a subsidiary of another corporate body (which is not a subsidiary of the current holding company of that party);

'Confidential Information' means in relation to either party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which: (i) either party, has marked as confidential or proprietary, (ii) either party, orally or in writing has advised the other party is of a confidential nature, or (iii) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential;

'Current Release' means the most up to date version of the Software generally available in the market place;

'Designated Equipment' means the Licensee's computer hardware and third party software as approved from time to time by the Fortrus; Fortrus Limited Page 3 Maintenance Agreement

'Intellectual Property Rights' means all patents, trademarks, design rights, trade or business names, domain names, copyright (including, without limitation, right in computer software), moral rights, database rights, topography rights, rights in know-how, trade secrets and rights of confidence or any form of intellectual property not listed in this paragraph, whether or not any of these are registered or unregistered, and including, without limitation, applications for any of the same and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of these;



'License Fee' means the fee payable by the Licensee to Fortrus as set out in Schedule 1;

'Media' means the media on which the Software and the User Documentation are recorded or printed as provided to the Licensee by Fortrus.

'Payment Date' means the date on which Fortrus notifies Customers of receipt of the License Fee pursuant to clause 4.2.

'Software' means the machine readable version of the computer programs listed in Schedule 1 and any and all updated, improved or modified versions issued by Fortrus to Licensee.

'Territory' means the territory listed in Schedule 1.

'User Documentation' means the operating manuals, user instructions, technical literature and all other related materials in eye readable form supplied to the Licensee by Fortrus for aiding the use and application of the Software.

1.2 Interpretation

In this Agreement:

1.2.1 Clause headings do not form part of or affect the interpretation;

1.2.2 references to any legislation shall include any statutory, or other re-enactment or modification thereof (whether before or after the date of this Agreement);

1.2.3 where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

1.2.4 references to Clause and Schedule numbers are to Clauses and Schedules in this Agreement so numbered; and

1.2.5 references to parties include references to their respective successors in title, permitted assignees and notates.

2 DELIVERY

2.1 Fortrus shall deliver one copy of the Software and one copy of the User Documentation to the Licensee at the address for the Licensee stated above on or as soon as reasonably practicable after signature of this Agreement.

2.2 Risk in the Media shall pass to the Licensee on delivery.

3 LICENSE

3.1 In consideration of the License Fee paid to Fortrus by the Licensee Fortrus grants to the Licensee from the Payment Date a non-exclusive, non-transferable license to use the Software and User Documentation solely for Licensee's own internal data processing operations and in the manner specified in Schedule 1 and in the Territory only to perform the function described in the User Documentation and no other functions, only on the Designated Equipment.

3.2 If the Designated Equipment is inoperative, the Licensee may use the Software temporarily on any back up equipment or systems owned, leased or operated by the Licensee until the Designated Equipment is operative.



3.3 The Licensee may copy the Software for archival or back-up purposes provided that it maintains a record of all copies made. All archival and back-up copies of the Software are subject to the provisions of this Agreement.

3.4 The Licensee shall not modify or remove any copyright or proprietary notices on the Software or the User Documentation and shall reproduce such notices on any copies of the Software or User Documentation or part thereof it may make in the form in which they appear on the original.

3.5 The Licensee shall not decompile, reverse engineer, disassemble or otherwise reduce any part of the Software to human-readable form nor permit any third party to do so. The interface information necessary to achieve interoperability of the Software with independently created computer programs will be provided by Fortrus on request on payment of Fortrus' reasonable costs and expenses for procuring and supplying such information.

3.6 Save as expressly provided in this Agreement, the Licensee shall not, and shall not permit any third party, to copy, make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software.

3.7 Use of the Software other than as specified in Schedule 1 (including, without limitation, change of Territory or Designated Equipment) shall only be permitted with Fortrus prior written consent and the Licensee acknowledges that Fortrus's applicable upgrade, transfer fee or other additional fees may be payable. Any changes to the conditions of use specified in Schedule 1 including, without limitation, Territory, number of users or Designated Equipment must be approved in writing by Fortrus and shall be immediately notified by the Licensee to Fortrus in writing.

3.8 The Licensee may not use the Software for commercial time - sharing rental or service bureau use.

3.9 On Fortrus' reasonable request, but not more frequently than annually, the Licensee shall furnish Fortrus with a signed statement -

3.9.1 verifying that the Software is being used pursuant to the provisions of this Agreement; and

3.9.2 listing the location, type and serial number of any and all CPU's on which the Software is run.

3.10 At all reasonable times and upon reasonable advance notice, the Licensee shall permit Fortrus' representative to inspect and have access to any premises, and the computer equipment located there, at which the Software or User Documentation is being used or kept and any records kept pursuant to this Agreement to ensure that the Licensee is complying with its obligations under this Agreement.

3.11 If the Licensee sells any of the equipment constituting the Designated Equipment or any equipment on which the Software has been used, it will ensure that all copies of the Software have been previously irretrievably deleted.

4 LICENSE FEE

4.1 The Licensee shall pay to Fortrus the License Fee on the date(s) specified in Schedule 1.

4.2 Following receipt of the License Fee, Fortrus will confirm receipt in writing to the Licensee.

4.3 All sums due under this Agreement shall be paid within 30 days of invoice date.

4.4 All amounts payable by Licensee to Fortrus under this Agreement are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, whether based on gross



revenue, the delivery, possession or use of the Software, the execution or performance of this Agreement or otherwise, except for net income, net worth or franchise taxes assessed on Fortrus outside the Territory. If, under the laws of the Territory, Licensee is required to withhold any tax on such payments, then the amount of the payment will be automatically increased to offset such tax, so that the amount actually remitted to Fortrus, net of all taxes, equals the amount invoiced or otherwise due. Licensee will promptly furnish Fortrus with the official receipt of payment of these taxes to the appropriate taxing authority. Licensee will pay all other taxes, levies or similar governmental charges or provide Fortrus with a certificate of exemption acceptable to the taxing authority.

4.5 If any sum due from the Licensee to Fortrus under this Agreement is not paid within seven days of its due date then (without prejudice to any other rights and remedies available to Fortrus) Fortrus reserves the right to charge, and the Licensee agrees to pay, interest on such sum on a day to day basis at the annual rate of 4% above the prevailing base rate of Barclays Bank Plc from the date when payment became due until the date on which payment has been received.

4.6 All amounts payable under this Agreement shall be paid in full without set-off, deduction or other withholding of any amount which may be due to the Licensee. Should the Licensee be required by any law or regulation to make any deduction on account of tax or otherwise on any sum payable under this Agreement, the sum payable shall be increased by the amount of such tax to ensure that Fortrus receives a sum equal to the amount to be paid under this Agreement.

4.7 The Licensee shall have no right to any refund of the fees payable under this Agreement including, without limitation, on the termination of this Agreement.

4.8 This Agreement and any Schedule attached hereto shall prevail over any additional, conflicting or inconsistent terms and conditions that may appear on any purchase order or document furnished by the Licensee.

5 WARRANTIES

5.1 Fortrus warrants that:

5.1.1 it has the right to grant the Licensee a license to use the Software as provided in this Agreement;

5.1.2 for 3 months from delivery the Software will perform substantially in accordance with the functions described in the User Documentation when operated properly in accordance with the terms of Schedule 1 and in the manner specified in the User Documentation;

5.1.3 it has tested for viruses in the Software using commercially available virus checking software, consistent with current industry practice; and

5.1.4 for 90 days from delivery the Media on which the Software is provided will be free from defects in workmanship and materials during normal use.

5.2 The Licensee acknowledges that it has assessed for itself the suitability of the Software for its requirements. Fortrus does not warrant that the Software and/or the User Documentation will be suitable for such requirements nor that any use will be uninterrupted or error free.

5.3 The Licensee's sole remedy for breach of any of the warranties in Clause 5.1 is to require Fortrus to repair or replace (at Fortrus' option) the defective item within a reasonable time at no charge to the Licensee provided any such defect is notified to Fortrus during the applicable warranty period. The Licensee shall provide all information as may be reasonably necessary to



assist Fortrus in resolving the defective item including, without limitation, sufficient information to enable Fortrus to re-create the defect.

5.4 The warranties in Clause 5.1 shall not apply if:

5.4.1 the Licensee makes or causes to be made any modifications to the Software without Fortrus' consent;

5.4.2 the Software is used in combination with any software or materials not supplied by Fortrus;

5.4.3 the Software is used in an application for which it was not intended; or

5.4.4 the Software is used other than as permitted under this Agreement.

6 LIABILITY

6.1 The terms of this Agreement set forth the full extent of Fortrus' obligations and liabilities in respect of the supply of the Software and the User Documentation. The Licensee shall have no remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have for breach of the express terms of this Agreement. Accordingly, any condition, warranty or other term concerning the supply of or failure to supply the Software or the User Documentation which might but for this clause 6.1 have effect between Fortrus and the Licensee or would otherwise be implied into or incorporated into this Agreement (including, without limitation, the implied terms of satisfactory quality and fitness for purpose), whether by statute, common law or otherwise, is hereby excluded and Fortrus shall not be liable to the Licensee in tort, delict or otherwise than pursuant to the express terms of this Agreement in respect of the subject matter of this contract or the supply or non-supply of the Software.

6.2 Fortrus shall be liable for physical damage to the Licensee's property resulting from its negligence in the performance of this Agreement or otherwise in connection with this Agreement up to a maximum of £1 million per event, all events connected with each other being classed as one event. Neither corruption of magnetic media nor loss of data shall constitute physical damage to property for the purposes of this Clause 6.2.

6.3 Nothing in this Agreement shall exclude or limit Fortrus' liability for the tort of deceit or for death or personal injury caused by its negligence.

6.4 Without prejudice to Clauses 6.2 and 6.3, Fortrus' liability arising out of or in connection with this Agreement, whether in contract, tort or otherwise shall in no circumstances exceed 110% of that part of the License Fee payable by the Licensee under this Agreement.

6.5 Without prejudice to Clause 6.3, Fortrus shall be liable under this Agreement, or in tort or delict in connection with or in relation to the supply or failure to supply the Software only for direct loss, but not:

- a) any loss of profit, including for loss of profit on contract; or
- b) for indirect or consequential loss or damage howsoever caused and whether or not Fortrus has been advised of the possibility of such loss.

7 INDEMNITY

The Licensee shall indemnify Fortrus from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Fortrus caused by, or in any way connected with, the

unauthorized use of the Software by any third party whether through the Licensee's use of the Software, breach of this Agreement or any other negligent or wrongful act of the Licensee.

8 INTELLECTUAL PROPERTY

8.1 The Licensee acknowledges that any and all copyright and other Intellectual Property Rights and proprietary rights which subsist in or arise in connection with the Software or the User Documentation anywhere in the world belong to Fortrus (or its licensors) and that the Licensee shall have no right in or to the Software or the User Documentation save the right to use it as permitted by this Agreement.

8.2 Subject to Clause 6.4, Fortrus shall at its own expense, defend or, at its option, settle any action brought against the Licensee resulting from any third party claim or suit alleging that the use or possession of the Software by the Licensee (as contemplated by this Agreement) infringes any Intellectual Property Right belonging to a third party in the Territory and agrees to be responsible for any reasonable costs (including lawyers' fees) involved and pay any damages finally awarded against the Licensee in any such claim provided that the Licensee:

- 8.2.1 promptly notifies Fortrus in writing of any such claim or suit;
- 8.2.2 makes no admissions or settlements without Fortrus' prior written consent;
- 8.2.3 at Fortrus' request and expense, allows Fortrus complete control over any negotiations or litigation and/or the defence or settlement of such claim or suit; and
- 8.2.4 gives Fortrus all information and assistance as Fortrus may reasonably require.

8.3 Fortrus shall have no obligation under Clause 8.2 where any alleged infringement arises from:

- 8.3.1 use of a non-Current Release of the Software;
- 8.3.2 modifications made to the Software without Fortrus' consent;
- 8.3.3 use of the Software in combination with any other software;
- 8.3.4 use of the Software other than as directed or approved by Fortrus in writing or otherwise in any manner not contemplated by this Agreement;
- 8.3.5 any breach of any of the terms of this Agreement or any negligent, wilful or fraudulent act or omission of or by the Licensee, its officers, employees, agents or contractors.

8.4 Without limitation to Clause 8.2, in the event that the use or possession of the Software by the Licensee (as contemplated by this Agreement) infringes or, in Fortrus's opinion, is likely to be held to infringe any Intellectual Property Right belonging to a third party in the Territory, Fortrus may at its option and expense:

- 8.4.1 procure for the Licensee the right to continue using the Software free from any liability for such infringement;
- 8.4.2 modify or replace the Software so as to avoid the infringement by providing the Licensee with substantially the same functionality; or
- 8.4.3 terminate this Agreement immediately on written notice in respect of the affected Software.

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8.5 This Clause 8 states the entire obligation and liability of Fortrus and the sole remedy of the Licensee in respect of any infringement or alleged infringement of any Intellectual Property Rights arising from its acquisition, possession or use of the Software. All other obligations of Fortrus in relation to infringement or alleged infringement of the Intellectual Property Rights of any person which but for this Clause 8.5 would have effect are hereby excluded.

9 SECURITY AND CONTROL

9.1 The Licensee must retain the Software and User Documentation under its control and effect and maintain adequate security measures to safeguard the same from unauthorised access or use.

9.2 The Licensee agrees to notify Fortrus immediately if it becomes aware of any unauthorised use of the whole or any part of the Software or the User Documentation.

10 TERM AND TERMINATION

10.1 Term

This Agreement shall remain in effect perpetually unless terminated as provided in Clause 10.2 or 10.3 below.

10.2 Termination by the Licensee

The Licensee may terminate this Agreement at any time upon written notice to Fortrus.

10.3 Termination by Fortrus

Fortrus may terminate this Agreement upon written notice to the Licensee:

10.3.1 if the Licensee breaches this Agreement and fails to correct the breach within 30 days following written notice specifying the breach;

10.3.2 if the Licensee undergoes a Change of Control; or

10.3.3 if the Licensee ceases to do business, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), enters into liquidation whether compulsorily or voluntarily.

10.4 Effect of Termination

Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief nor shall such termination relieve the Licensee's obligation to pay all fees accrued prior to such termination. Fortrus Limited Page 10 Maintenance Agreement

10.5 Following termination, Fortrus is entitled, upon reasonable advance notice to enter upon Licensee's premises and recover any equipment and materials that are the property of Fortrus.

10.6 Return of Software upon Termination

Upon termination of this Agreement the Licensee shall cease using the Software and will certify to Fortrus within one month after termination that the Licensee has irretrievably deleted and has returned to Fortrus any and all copies of the Software and User Documentation. This requirement applies to copies of all forms, partial and complete, in all types of media and computer memory and whether or not modified or merged into other materials.

11 ASSIGNMENT AND SUBLICENSING

11.1 The Licensee may not assign, sub-license, sub-contract, mortgage or otherwise transfer or dispose of this Agreement or any of its rights or obligations under it (including, without limitation, for facilities management or outsourcing purposes) without the prior written consent of Fortrus.

11.2 Fortrus shall notify the Licensee of any assignment of Fortrus' rights and obligations hereunder.

11.3 To the extent that either party sub-licenses or sub-contracts any of its rights or obligations under this Agreement, each party acknowledges that it shall remain fully responsible for the proper and complete discharge of all such obligations.

12 CONFIDENTIALITY

12.1 By virtue of this Agreement each party may have access to the other's Confidential Information. The parties agree both during the term of this Agreement and for a period of three years after the termination hereof to hold each other's Confidential Information in confidence and to not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.

12.2 The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the performance of rights and obligations under this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

12.3 Each party shall give notice to the other of any unauthorized misuse, disclosure, theft or other loss of the other party's Confidential Information immediately upon becoming aware of the same.

12.4 The restrictions in this Clause 12 shall not apply to information which:-

- 12.4.1 is or becomes a part of the public domain through no act or omission of the other party; or
- 12.4.2 was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or
- 12.4.3 is lawfully disclosed to the other party by a third party without restriction or disclosure; or
- 12.4.4 is independently developed by the other party.

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13 GENERAL TERMS

13.1 Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this License shall prejudice or restrict the rights of that party, nor shall the waiver of any of its rights operates as a waiver of any subsequent breach.

13.2 Force Majeure

Neither party shall be held liable or deemed to be in default under this Agreement for any failure to perform its obligations hereunder if such failure results directly or indirectly from circumstances beyond such party's reasonable control.

13.3 Variation

No addition to or modification any provision of this Agreement shall be binding upon the parties unless it is made by written instrument and signed by a duly authorised representative of each of the parties.

13.4 Independent Contractors

The relationship of the parties is that of independent contractors dealing at arms' length and except as expressly provided in this Agreement nothing in this Agreement shall be construed so as to constitute the parties as partners, joint ventures or co-owners or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither party shall hold itself out as entitled to do the same. Nothing in this Agreement shall create or be deemed to create the relationship of employer and employee.

13.5 Invalidity

In the event that any of the provisions of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions hereof which shall continue to be valid to the fullest extent permitted by law.

13.6 Entire Agreement

This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing excluding any fraudulent misrepresentations.

13.7 Notices

Any notices or communication required to be given to or by either party under this Agreement will be in writing, will state the Contract Reference Number and will be delivered or transmitted to the intended recipient's address as stated above or such other address as either party may notify to the other in accordance with this Clause 13.7. Any notice shall be deemed to have been properly served on delivery if delivered by hand, four working days after posting if sent by pre-paid first class post and on completion of transmission if sent by facsimile.

13.8 Data Protection

The Licensee hereby acknowledges and confirms that personal data as defined in Section 1(3) of the Data Protection Act 1998 is not stored or processed on the Software and that Fortrus shall have no liability for the loss, unauthorized destruction or disclosure of any personal data by its employees, subcontractors, servants, agents or other person within the control of Fortrus.

13.9 Governing Law

This Agreement shall be constructed in accordance with English laws and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

13.10 Limitation

Except for actions for non-payment or breach of Fortrus' proprietary rights in the Software no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

13.11 Remedies

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy

13.12 Rights of third parties

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.



IN WITNESS whereof, the parties hereto have caused this Schedule A to be signed by duly authorised representatives as of the date first stated above.

For and on behalf of Fortrus Limited

Name:

Date:

Title:

Signature:

For and on behalf of The Licensee

Name:

Date:

Title:

Signature:

SCHEDULE 1

To the Fortrus-Unity Software License Agreement between Fortrus Limited and <Licensee>

Software:

Release:

The License Fee:

Designated Equipment:

Number of users:

Territory:

Ship to:

Bill to:

IN WITNESS whereof, the parties hereto have caused this Schedule A to be signed by duly authorised representatives as of the date first stated above.

For and on behalf of Fortrus Limited

Name:

Date:

Title:

Signature:

For and on behalf of The Licensee

Name:

Date:

Title:

Signature: