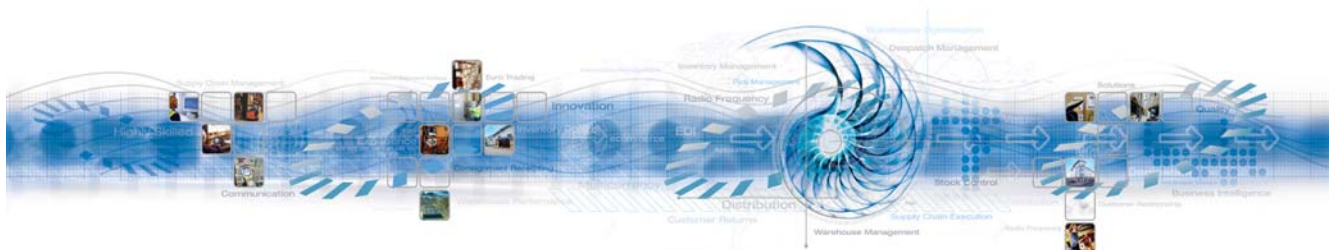


**PROTEUS SOFTWARE LIMITED**



**EXTRACT of  
Agreement for Licence  
& Software Services**

PSC100v14



**1. Definitions**

Certain expressions used in this agreement have the meanings specified in the Appendix.

**2. Software and Software Documentation**

PSL hereby agrees to:

- 2.1 Grant to the Customer a non-exclusive Licence to Use the Software;
- 2.4
- 2.2 Deliver the Software to the Customer on the media type specified;
- 2.3 Provide the Customer with the Software Documentation.
- 2.4 Provide the Software Services on the terms and conditions herein contained.

**3. Delivery**

On or about the estimated delivery date shown on the Agreement PSL shall deliver one copy of the Software to the Location on the storage media type requested, but time shall not be of the essence in relation to such obligation.

**4. Payment for the Software**

An advanced fee as shown on the schedule shall be paid on the signing hereof as a non refundable part payment against the licence fee. The balance of the Licence Fee shall be payable by the Customer on the Delivery Date. Recurring Licence Fees shall be payable on the Delivery Date and thereafter from year to year on the anniversary of the Delivery Date unless otherwise agreed in writing whilst the Licence remains in force.

**5. Risk**

Risk in the Media shall pass to the Customer on delivery.

**6. The Equipment**

The Customer shall be responsible for ensuring that the Designated Equipment is fully operational at the Location. If PSL is delayed in performing its obligations under this agreement due to any failure by the Customer to ensure the same, the customer will pay to PSL all reasonable costs, and losses attributable to such delay.

**7. Warranty & Liability**

7.1 PSL warrants that:

- 7.1.1 The Software will provide the facilities and functions set out in the Software Documentation;
- 7.1.2 The Software Documentation will contain adequate instruction to enable the Customer to make proper use of the Software.
- 7.2 PSL shall not have any liability or obligation under the said warranty other than to remedy breaches thereof by the provision of Software Services in accordance with the terms of clause 16. If PSL shall fail to comply with such obligations its liability for such failure shall be limited to the direct loss and damage (if any) suffered by the Customer as a result of such failure to a maximum amount equal to the total amount paid to PSL under this Agreement provided that no liability shall attach to PSL unless the Customer shall have given PSL written notice of the breach in question whilst the licence is in force. The foregoing states the entire liability of PSL, whether in contract or tort, for defects and errors in the Software & Software Documentation and in no case shall PSL be liable to the Customer in respect of indirect or consequential loss including but not limited to loss of profit, goodwill or revenue or damage to the Customer's property or data.
- 7.3 PSL does not warrant that the operation of the Software will be uninterrupted or error free.
- 7.4 The Customer agrees to waive any claim of any nature against PSL unless within 6 months of becoming aware of facts which might give rise to a claim he notifies PSL in writing of such facts and expressly states that they may give rise to a claim.
- 7.5 Except as expressly provided in the agreement, no warranty, condition, undertaking, or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Software is given or assumed by PSL and all such warranties, conditions, undertakings and terms are hereby excluded to the fullest extent permitted by law.
- 7.6 The Customer acknowledges that the Software has not been prepared to meet the Customer's individual requirements and it is therefore the responsibility of the Customer to ensure that the facilities and functions provided by Software meet its requirements. PSL shall not be liable for any failure of the Software to provide any facility or function not set out in the Software Documentation.

**8. Licence**

- 8.1 PSL hereby grants to the Customer a non exclusive licence to Use the Software at the Location in conjunction with the Designated Equipment by the Authorised Number of Users and for the specified Number of Companies and to Use the Software Documentation subject to the terms and conditions herein contained, and the Customer acknowledges that it is licensed to use the Software & Software Documentation only in accordance with the express terms of this Agreement.
  - 8.2 The Licence granted is for the supply and use of the Software in machine readable object code or encrypted source code form only.
  - 8.3 The Licence covers use of the Software by the Customer for processing its own data for its own internal business purposes only, and the Customer shall not use or permit the use of the Software or Software Documentation by or on behalf of or for the benefit of any third party in any way unless specified as No (under the heading Own Data Processing & Use) on the schedule that forms part of this Agreement and the specific third parties have been agreed in writing by PSL.
  - 8.4 Use of the Software is restricted to use on and in conjunction with the Designated Equipment except that the Software may be used for a temporary period on other equipment if the Designated Equipment is inoperable or otherwise out of commission provided that the Customer shall promptly notify PSL of such temporary use and that such use is under the direct control of the Customer. Use of the Software on and in conjunction with any temporary equipment shall be at the sole risk and responsibility of the Customer and PSL shall not have any liability under clauses 7 and 11 in connection with such use.
  - 8.5 If the Customer wishes to use the Software on and in conjunction with any permanent replacement equipment, or any additional equipment, or change the Authorised Number of Users, or extend or change the licence, the Customer shall provide PSL with full details of the proposed change or addition and shall apply for the grant of a new licence in relation thereto, and providing that such equipment is suitable for use with the Software then on payment of the prevailing licence fee applicable to such change or addition a new licence will be granted. A reduction in the Authorised Number of Users can be made at the commencement of a Year by giving at least 90 days prior written notice.
  - 8.6 The Licence hereby granted is for one live implementation of the Software and associated database on the Designated Equipment. The Customer is permitted to have one additional implementation of the Software and associated database on the Designated Equipment for test purposes only which shall not process live data. Any other use of the Software requires a separate licence.
  - 8.7 The Licence shall not be deemed to extend to any programs or materials whatsoever other than the Software & Software Documentation.
  - 8.8 Should the Customer wish to change the Location of the Designated Equipment then he should promptly notify PSL in writing of the proposed new location. Changes of Location may be subject to payment of additional fees. The new location will become the Location under this Agreement once confirmed in writing by PSL. The Customer shall not directly or indirectly export or re-export the Software from the country of original supply without the prior written approval of PSL.
  - 8.9 If the details of the Designated Equipment are not shown on this Agreement then it shall be the equipment and operating system on which the Software is first used. The details may subsequently be recorded on the Agreement by PSL, when known.
  - 8.10 The Customer hereby authorises PSL if it so wishes to load onto the Designated Equipment a copy of the Source Code associated with the Software or other software for the sole use of PSL in providing the Software Services or other services. Source Code and other software is designated as confidential under the terms of clause 12 and the Customer acknowledges that it is not licensed for or authorised to access or use the Source Code or other software in any way whatsoever.
- 9. Duration of Licence**
- This Licence shall commence on the Delivery Date and shall continue until terminated in accordance with any of the provisions of clause 21 or any other clause of this Agreement.

**10. Proprietary Rights and Licence**

- 10.1 The Source Code, the Software (including all amended versions thereof and all Releases), the Software Documentation, the specifications (and all parts thereof) and the copyright and other intellectual property rights of whatever nature therein are and shall remain the property of PSL or the relevant owner.
- 10.2 The provisions of the Licence shall apply to the Software & Software Documentation and the parties agree to be bound by and comply with the terms contained in this Agreement.
- 10.3 The Customer acknowledges that the Software may contain technology that has been supplied to PSL under licence and that the copyright and all proprietary rights in such technology shall be with the owner.
- 10.4 All third party software licences supplied by PSL for use in conjunction with the Software (including but not limited to Progress) are licensed only for use with the Software and shall not be used for any other purpose or with any other software. On termination of this licence all third party software licences supplied for use in conjunction with the Software will automatically terminate.
- 10.4 The Customer shall notify PSL immediately if it becomes aware of any unauthorised use of the whole or any part of the Software or Software Documentation.
- 10.5 The Customer will permit PSL to check the use of the Software & Software Documentation at all reasonable times and the Customer hereby authorises PSL represented by its employees and agents to enter the Location and any premises under its control for such purpose.
- 10.6 The Customer shall not remove or deface any trademark or trade names placed upon the Software or add any other trademarks.

**11. Intellectual Property Rights Indemnity**

PSL shall indemnify the Customer against any claim that the normal use or possession of the Software & Software Documentation infringes the intellectual property rights of any third party provided that PSL is given immediate and complete control of such claim, the Customer does not prejudice any defence of such claim and gives PSL all reasonable assistance with such claim and that the claim does not arise as a result of the Use of the Software & Software Documentation in combination with any equipment (other than the Designated Equipment) or software not approved by PSL. PSL (whether directly or otherwise) shall have the right to replace or change all or any part of the Software & Software Documentation in order to avoid any infringement. Upon the receipt of notice of such a claim PSL may at its sole discretion temporarily suspend the Licence or refund the Licence Fee whereupon the Licence shall terminate and the Customer shall forthwith return the Software and Software Documentation to PSL. The foregoing states the entire liability of PSL to the Customer in respect of the infringement of the intellectual property rights of any third party.

**12. Confidentiality**

- 12.1 Specifications, technical documentation and certain items nominated from time to time by PSL shall be designated as confidential (hereinafter collectively referred to as "Designated Information"), and the Customer shall not without the prior written consent of PSL divulge any part of the Designated Information to any person except the Customer's own employees who need to know the same or a body which has a statutory authority to demand such information. The Customer undertakes to ensure that the persons and bodies to whom any part the Designated Information is disclosed are made aware prior to the disclosure that the same is confidential and shall indemnify PSL against any loss or damage which PSL may sustain or incur as a result of the Customer failing to comply with such undertaking.
- 12.2 The Customer shall promptly notify PSL if it becomes aware of any breach of confidence by any person to whom the Customer has divulged all or any part of the Designated Information and shall give PSL all reasonable assistance in connection with any proceedings which may be instituted against such persons for breach of confidence.
- 12.3 PSL will and will use its reasonable endeavours to procure that its employees will treat as confidential any information which the Customer has designated as confidential.
- 12.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

**13. Copying**

- 13.1 The Customer may make copies of the Software only as necessary for operational security. Such copies and the media on which they

are stored shall be the property of PSL. This Licence shall apply to all such copies as it applies to the Software.

- 13.2 No copy may be made of the Software Documentation without the prior written consent of PSL except as specified in clause 17.

**14. Security and Control**

- 14.1 The Customer shall during the continuance of the Licence:
  - 14.1.1 Effect and maintain adequate security measures to safeguard the Software & Software Documentation from access or use by any unauthorised persons;
  - 14.1.2 Keep the Software and all copies thereof and the Software Documentation under the Customer's effective control;
  - 14.1.3 Maintain a full and accurate record of the Customer's copying of the Software and shall produce such record to PSL on request from time to time;
  - 14.1.4 Ensure that any access to the database associated with the Software by software that is not part of the Software is under the control of the System Manager module that forms part of the Software.
- 14.2 Use of the Software is controlled by a Licence Security Code which is issued on delivery and periodically thereafter whilst the licence remains in force.

**15. Alterations**

The Customer hereby undertakes not alter or modify the whole or any part of the Software & Software Documentation in any way whatsoever nor to permit the whole or any part of Software to be combined with or become incorporated in any other software, except where the alteration or combination is undertaken by PSL. The copyright and other intellectual property rights of whatever nature in any such alterations made by PSL are and shall remain the property of PSL. To the extent that local law grants the Customer the right to decompile the Software in order to obtain the information necessary to render the Software interoperable with other software PSL hereby undertakes to make that information available to the Customer. PSL has the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that the Customer receives appropriate information the Customer must first give PSL sufficient details in writing of its objectives and the other software concerned.

**16. Software Services**

PSL agrees to provide the Software Services to the Customer on the following terms and conditions:

- 16.1 Duration
 

The obligation of PSL to provide the Software Services and the Customers obligations to pay the Software Service Fee shall commence on the Delivery Date and shall continue until the Licence herein granted shall be terminated as herein provided.
- 16.2 Charges and Payment
  - 16.2.1 The Customer shall pay the Software Services Fee on the Delivery Date to cover the Initial Period on a pro-rata basis and thereafter prior to the commencement of each Year the Software Services Fee for that Year unless otherwise agreed by PSL in writing.
  - 16.2.2 New Releases, Error corrections or any other supply of the Software & Software Documentation shall be provided on media supplied by PSL at the Customer's expense, and will be subject to a charge to cover carriage and handling. Telecommunication charges incurred by PSL in providing the Software Services or other services will be charged to the Customer at cost.
- 16.3 Description
 

The Software Services to be provided by PSL to the Customer shall consist of the following:

  - 16.3.1. Error Correction
    - a. If the Customer suspects that an Error exists within the Software then the Customer shall within fourteen days of discovering the same notify PSL using the prescribed form as supplied by PSL from time to time and provide PSL with evidence of such Error. Following receipt of such notification PSL shall determine whether an Error exists in the Current Release of the Software. If an Error does not exist in the Current Release then PSL shall inform the Customer accordingly and at the request of the Customer deliver to the Customer a copy of the Current Release. If an Error does exist then PSL shall classify the Error according to its severity.
    - b. With respect to Class A Errors and Class B Errors PSL shall endeavour to correct such Error, or provide a satisfactory workaround, within a reasonable timescale and upon such correction being completed deliver to the Customer at the discretion of PSL

- either a new Release of the Software or corrected elements of the Software together with appropriate instructions for use of the corrected elements of the Software. Corrections to Class C Errors will be incorporated by PSL into new Releases of the Software which will become available as described in clause 16.3.2.
- c. The foregoing Error Correction Service, shall not include service in respect of:
    - i. defects or Errors resulting from any modification of the Software unless such modifications are incorporated into the Software by PSL;
    - ii. Withdrawn versions of the Software;
    - iii. incorrect use of the Software or operator error;
    - iv. any fault in the Designated Equipment or in any software used in conjunction with the Software;
    - v. defects or errors caused by the use of the Software on or with equipment (other than the Designated Equipment) or software not approved in writing by PSL;
    - vi. rectification of data corruptions;
    - vii. a failure by the Customer to keep up to date security copies of the Software and its data in accordance with best computing practice.
  - d. PSL shall make an additional charge in accordance with its standard scale of charges for the time being in force:
    - i. for any services provided by PSL at the request of the Customer which do not qualify under the Error correction service by virtue of the exclusions referred to in paragraph (c) above;
    - ii. if, following a request by the Customer for Software Services, PSL reasonably determines that there was no Error, or that the Error could have been avoided by the Customer following the reasonable advice of PSL.

Nothing shall impose any obligation on PSL to provide services in respect of any of the exclusions referred to in Clause 16.3.1 (c)
  - e. If the Customer shall discover that the Software Documentation does not provide correct instruction for the proper use of any facility or function within the Current Release then the Customer shall notify PSL in writing of the fault in question within fourteen days after such discovery. PSL shall take all reasonable steps to correct the fault and provide the Customer with appropriate amendments to the Software Documentation.
- 16.3.2 New Releases**
- a. PSL shall from time to time inform the Customer of the availability of a new Release of the Software and will issue a Release Notice, which will contain a written description of the features and functions of the new Release.
  - b. Within a reasonable period following a request from the Customer PSL will deliver one copy of the new Release of the Software and one copy of any updates to the Software Documentation and the Customer shall pay the charge as notified and shall be responsible for using such new Release according to the terms set out herein.
  - c. As soon as reasonably practical after delivery of the new Release PSL shall, if necessary, provide training for the Customer's staff in the use of the new Release to enable the Customer to discharge his obligations regarding the use of fully trained staff. The Customer shall pay for such training based upon the standard scale of charges of PSL for the time being in force.
  - d. PSL may classify a particular Release of the Software as Withdrawn or a Release for use with a particular level of operating or development software or hardware model as Withdrawn by giving to the Customer 90 days written notice of such classification.
- 16.3.3 Advice Service**
- Throughout normal business hours (9:00am - 5:00pm UK time, excluding weekends and public holidays) PSL will to respond to the Customer's legitimate enquiries concerning the functionality and operation of Releases of the Software not classified as Withdrawn by computer communications, telephone, facsimile transmission or mail.
- 16.4 Customers Obligations**
- During the continuance of this Agreement the Customer shall:
- 16.4.1 Ensure that the Software and the Designated Equipment are used and operated in a proper manner by competent employees and that all persons who use the Software shall be sufficiently trained to enable proper use of the facilities and functions included. The Customer shall save PSL harmless from any claim or liability whatsoever arising out of or in connection with any error, malfunction, or want of performance caused by or resulting from any deficiency by the Customer in obtaining the requisite training;
  - 16.4.2 Keep full security copies of the Software and of the Customer's databases and computer records in accordance with best computing practice;
  - 16.4.3 Not request, permit or authorise anyone other than PSL to provide any Software Services in respect of the Software or Software Documentation;
  - 16.4.4 Co-operate fully with personnel employed by or on behalf of PSL in the diagnosis of any Error in the Software or Software Documentation and ensure that every Error is reported to PSL on the prescribed form;
  - 16.4.5 Make available to PSL free of charge all information facilities and services reasonably required to enable PSL to perform the Software Services including but without limitation, computer runs, database copies, core dumps, and printouts;
  - 16.4.6 Provide at its own expense such telecommunication facilities, including dedicated support modem and communications line, as are defined by PSL for diagnostic and correction purposes;
  - 16.4.7 Ensure that the facilities described in clause 16.4.6 are readily available and allow PSL personnel access to the Designated Equipment using such facilities for the purposes of providing the Software Services and other services;
  - 16.4.8 Maintain an up to date test implementation of the Software and associated database with equivalent settings and data to the live system for testing and diagnostic purposes;
  - 16.4.9 Use the levels of operating and other systems software recommended by PSL and whilst this Agreement remains in force enter into maintenance agreements covering all third party software (including but not limited to Progress) used in conjunction with the Software;
  - 16.4.10 Follow the reasonable advice of PSL in the operation of the Software.
- 16.5** All Software Services described in this section 16 including, provision of technical advice and issue of Software, Software Documentation and Release Notices shall be provided to the equipment Location address unless otherwise agreed in writing. Communication to PSL shall be made using the prescribed documents and procedures advised from time to time.
- 16.6** New Releases, Error Corrections or other supply of the Software under this clause shall be provided on the media type specified or such other media type as PSL may advise in writing from time or by computer communications.
- 16.7** PSL may revise the nature and content of the Software Services by giving at least 90 days prior written notice of such change.
- 16.8 Data Protection**
- The Customer hereby warrants that any processing of data by PSL pursuant to or in connection with the Software Services will not infringe the Data Protection Act 1998 (and in particular the data protection principles set out in schedule 1 thereof) and the Customer undertakes to indemnify PSL against all or any damages, losses, claims, costs and expenses sustained or incurred by PSL in connection with any claim against or prosecution of PSL under the said Act or any civil action brought by any person or persons under the said Act against PSL insofar as any such prosecution or civil action may occur in respect of the Customer's data.
- 16.9** In the event that the telecommunications facilities specified in clause 16.4.6 are not provided then PSL shall be entitled to make an additional charge in line with its charge rates then in force.
- 17. User Guides and Handbooks**
- PSL shall provide the Customer with one copy of the Software Documentation appropriate to the Licence granted to the Customer. The Customer may not copy the Software Documentation for any reason, save that the Customer may hold as many copies of that part of the Software Documentation provided in electronic format as there are Authorised Number of Users specified in the Schedule. Additional copies of the Software Documentation may be obtained from PSL in accordance with its standard scale of charges from time to time in force.
- 18. Installation & Training Services**
- 18.1 The fees specified herein do not include initial installation of the Software or installation of new Releases and error corrections or data transfer or training or other services.
  - 18.2 All such installation training and other services as may be necessary to enable the Customer to use the Software and meet its obligations under clause 16.4.1 shall be provided by PSL under a separate agreement in accordance with its standard scale of charges from time to time in force.

**19. Covenant Against Interference with Employment**

The Customer hereby undertakes that during the currency of this agreement and for the period of 6 months following upon its termination or expiry it will not directly or indirectly by its agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any person directly or indirectly employed by PSL or its Affiliates to leave his employment and will not directly or indirectly employ any person who is or has been directly or indirectly employed by PSL or its Affiliates within the previous 6 month period. In the event of a breach of this clause by the Customer then the Customer will pay to PSL liquidated damages equal to six months gross pay of the person concerned.

**20. Agreement Effect**

This Agreement shall be binding once signed by both parties.

**21. Termination**

21.1 After the expiry of the Initial Period the Customer may terminate the Licence at the end of a Year by giving at least 90 days prior written notice to PSL.

21.2 PSL may terminate the Licence forthwith on giving notice in writing to the Customer if:

21.2.1 The Customer commits any serious breach of any term including payment terms of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after receipt of a request in writing from PSL so to do, to remedy the breach or,

21.2.2 The Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors or goes into liquidation, or a receiver is appointed or anything analogous to the above occurs.

21.3 Except as expressly provided the Licence may not be terminated.

21.4 Within seven days of the termination date of the Licence the Customer shall return to PSL the Software & Software Documentation and any copies of the whole or any part thereof and shall certify in writing to PSL that the Software has been erased from the Designated Equipment and any other equipment on which it had been loaded. Failure of the Customer to comply with the terms of this clause within the timescale defined shall result in the Customer being immediately liable for the licence and Software Services fees applicable to a new licence for the Software equivalent to the licence previously in force.

21.5 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Upon termination any fees due under this Agreement that are unpaid shall be immediately payable.

21.6 Termination of this Agreement by the Customer prior to delivery shall only be permitted provided that the Customer indemnifies PSL against all loss (including loss of profit) costs and expenses incurred by PSL as result of termination.

**22. General**

22.1 The Customer shall not be entitled to assign, sub-licence or otherwise transfer the Licence whether in whole or in part. PSL may assign the licence or its right to receive payments.

22.2 Neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control.

22.3 PSL shall be entitled effective from the expiry of the Initial Period and effective from the commencement of each Year thereafter to increase the Software Services Fee and any other annual fees to reflect reasonable changes in costs incurred by PSL by giving the Customer not less than 30 days notice.

**22.4 Information and Representation**

22.4.1 The Customer warrants that in deciding to enter into this Agreement he has not relied on any information supplied or statement made by PSL or upon any description, illustration or specification contained in any catalogue or publicity material produced by PSL all of which are only intended to convey a general idea of the products and services mentioned therein. The Customers irrevocably and unconditionally waives any right it may have to either claim damages for any misrepresentation which is not contained in this Agreement (unless such misrepresentation was made fraudulently) or to rescind this Agreement.

22.4.2 Since the performance of computer systems cannot normally be calculated precisely in advance of actual use information given or

statements made by PSL to the customer (whether before or after the date of this Agreement) as to capacity throughput or performance shall be deemed to be general guidance as to the expectations of PSL and not statements of fact. Such information given or statements made shall not be incorporated into this Agreement and no liability shall attach thereto unless such information was given or such statement made fraudulently.

22.5 The Customer shall keep PSL fully and effectively indemnified against loss of or damage to any property or injury to or death of any persons for the time being representing PSL occurring on the Customer's premises or caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or subcontractors.

22.6 The waiver by either party of a breach or default of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder (except as defined in clauses 7.2 and 7.4) operate as a waiver of any breach or default by the other party.

22.7 This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all previous agreements, communications and understandings between the parties with respect to the Licence and Software Services. Any modification addition or amendment shall only be valid if in writing, signed by an authorised representative of both parties and expressly incorporated into this Agreement.

22.8 Within seven days of the event the Customer will notify PSL in writing if the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors or goes into liquidation, or a receiver is appointed or anything analogous to the above occurs.

22.9 All fees shall be exclusive of Value Added Tax or other taxes, which shall be paid by the Customer in the manner and at the rates from time to time prescribed by law. In addition to the fees payable under this Agreement the Customer shall reimburse PSL for the travel, accommodation and subsistence expenses incurred by the staff of PSL in attending the Location or other locations for the performance of PSL's obligations under this Agreement.

22.10 If any sum payable under this Agreement is not paid within thirty days of invoice, the Customer shall in addition, pay interest on such sum on a daily basis (as well after as before any judgement) at the rate of 8% above the then prevailing base lending rate of Yorkshire Bank.

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

**23. Notices**

Any notice other than a Release Notice to be given under this Agreement shall be in writing and be delivered in person, by first class or airmail or by facsimile transmission. Notices by mail shall be deemed to have been served seven days after mailing and by facsimile when despatched provided that a confirming copy is sent by first class or airmail within 24 hours of transmission. Notices to the Customer shall be sent to the invoice address at the head of this Agreement or such other address as agreed in writing. Notices of termination by either party or return of Software as provided for in clause 21.4 shall be sent by registered mail or similar means that provides independent verification of receipt. Notices to PSL shall be sent to its registered address specified at the head of this Agreement. All communications relating to this Agreement and the products and services provided shall be in English.

**24. Proper Law**

This Agreement shall be construed and governed solely in accordance with the law of England.

### Appendix

In this Agreement, unless the context otherwise requires, the following expressions have the meanings shown: -

**"Agreement"** shall mean this document including the schedules and details on page 1 and the clauses numbered 1-24 and the appendix.

**"Authorised Number of Users"** means the number of user sessions as set out on the schedule that are licensed to concurrently Use the Software on the Designated Equipment and for client elements of the Software the number of devices onto which those elements of the Software may be loaded as shown on the software schedule or if named users the total number of named persons who can be registered and licensed to Use the Software.

A **"Class A Error"** is an Error that causes the Software to be unusable, or causes an element of the Software to operate in such a way as to make it unusable.

A **"Class B Error"** is an Error that has an impact on the operation of the Software but which is either not critical or a viable alternative method of operation is available.

A **"Class C Error"** is an Error of a minor or cosmetic nature that does not have a significant impact on the use of the Software.

The **"Current Release"** means the latest version of the Software made available by PSL.

The **'Customer'** means the company whose name appears on the front of this Agreement.

The **"Delivery Date"** means the date at which the Software is delivered to the Location or if elements of the Software are already in use by the Customer the date on which a new Licence Security Code is issued.

The **"Designated Equipment"** means the Customer's computer and operating system in respect of which the Licence is granted, as defined and numbered in the Agreement.

An **"Error"** is an incident that the opinion of PSL results in the Software failing to provide the facilities or functions set out in the Software Documentation.

The **"Initial Period"** means the period which shall commence on the Delivery Date and expire on the 30th September next following unless otherwise agreed in writing.

The **"Licence"** means the licence granted pursuant to clause 8.1.

The **"Licence Fee"** means the fee for the Licence to be granted as specified in this Agreement.

The **"Licence Security Code"** means the code that is issued from time to time by PSL which controls and limits the use of the Software.

The **"Location"** means the location specified in this Agreement where the Designated Equipment is installed.

The **"Media"** means the media on which the Software and the Software Documentation are recorded or printed.

**'Number of Companies'** means the number of separate operating companies that can be set up within the Software.

**"Release"** means any version of the Software made available by PSL pursuant to clause 16.3.2.

A **"Release Notice"** means the written communication to advise customers of the availability of new Release of the Software.

The **"Software Documentation"** means the user guides, handbooks, electronic documentation or other documentation associated with the Software.

The **"Software"** means the computer application programs from the PROTEUS range specified as licensed (Yes) on the Software Schedule that forms part of this Agreement.

The **"Software Services"** means the services to be provided by PSL pursuant 16.3.

The **"Software Services Fee"** means the periodic charge for the Software Services as specified in this Agreement as increased from time to time pursuant to Clause 22.3.

**"Use the Software"** means to read all or any part of the Software from magnetic or other storage media into the Designated Equipment and/or to run any part of the Software, or to access the database associated with the Software.

A **"Withdrawn"** Release is a Release of the Software on which Software Services are no longer provided by PSL.

**"Year"** means each year of this Agreement during which the Software Services shall be provided for the Customer commencing on the expiry of the Initial Period and ending on the 30th September next following and thereafter from year to year until termination occurs in accordance with Clause 21.