

MASTER SOFTWARE LICENCE AGREEMENT

1. **DEFINITIONS.**

As used in an Agreement, the following terms shall have the meanings set forth below:

"Affiliate" shall mean any Subsidiary Company, and Holding Company and any such Subsidiary Company of any such Holding Company (as such expressions are defined by Section 1159 of the Companies Act 2006 (as amended, consolidated, re-enacted or replaced from time to time));

"Agreement" shall mean the contract for the provision of Licensed Products and related services pursuant to these Conditions including the Order(s) and (unless the context otherwise requires) includes any additional terms and conditions agreed in writing between the Parties and attached to the Order;

"Application" shall mean the application, if any, identified in an Order, and with which one or more of the Licensed Products are designed by Bluechip to be compatible with in a particular Operating Environment;

"Bluechip" shall mean Blue Chip Customer Engineering Limited, registered as company number 02146732 at registered address Franklin Court, Priory Business Park, Bedford, MK44 3JZ;

"Conditions" shall mean the terms and conditions set out in this document;

"Confidential Information" shall mean the information identified in Clause 8;

"Data Protection Legislation" means (i) for as long as it remains directly applicable in the UK, EU Regulation 2016/679 ("GDPR"), and any national implementing laws and secondary legislation, as amended or updated from time to time and (ii) any successor legislation to the GDPR in the UK, as amended, consolidated, re-enacted or replaced from time to time relating to the Processing of Personal Data;

"Documentation" shall mean the current technical and user documentation available from Bluechip relating to the use of the Licensed Products and as may be modified from time-to-time to incorporate Enhancements and/or New Versions;

"Enhancements" shall mean the updates, enhancements, modifications, new releases and corrective programming to the Licensed Products that are provided by Bluechip as part of Maintenance Services;

"End User" shall mean, where identified on an Order, any entity recognised by the Parties as a customer of the Licensee, and with which Bluechip has no direct contractual or other responsibilities under and Agreement, and where the Licensee is acting as a Reseller and/or Service Provider in providing the Licensed Products to such customer entity;

"Installation Device" shall mean the server(s) or other device(s) (whether explicitly identified in an Order or not) on which the Licensed Products are authorised to be installed and used under an Agreement;

"Installation Services" means the one-time professional and/or consultancy activities as outlined in an Order to be completed by Bluechip in order to ensure that the Licensed Products can be delivered, installed and maintained (where applicable) by Bluechip and used by the Licensee and/or End User;

"Installation Site" shall mean the Licensee and/or End User location(s) identified in an Order where the Licensed Products are authorised to be installed under an Agreement;

"IPR" shall all intellectual property rights, wherever in the world, howsoever arising and in whatever media, whether or not registered, including copyright, patents, trademarks, service marks, trade names, rights in databases, trade secrets, utility models, semiconductor rights, know-how, registered design, and all rights in the nature of unfair competition rights or rights to sue for passing off and any applications for protection or registration of these rights and all renewals and extensions thereof throughout the world;

"Licensee" shall mean the entity identified on the front page of an Order as authorised under these Conditions to use or permit the use of the Licensed Products identified therein;

"Licensed Products" shall mean all or any portion of the Licensed Rules and/or Licensed Software as specified in an Order together with related Documentation;

"Licensed Rules" shall mean all or any portion of; (i) commercially available pre-configured packages of rules separately available from Bluechip to enable Licensed Software to more effectively support a particular Operating Environment; or (ii) such rules as defined and configured by Bluechip as a deliverable of Installation Services and then made available to the Licensee;

"Licensed Software" shall mean all or any portion of the commercially available software products available

from Bluechip. For the avoidance of doubt Licensed Software may not fully support a particular Operating Environment without the addition of separate Licensed Rules;

"Maintenance Services" shall mean the services described in Clause 13;

"Maintenance Term" shall mean, as applicable, either the initial term for Maintenance Services as described in an Order or any twelve (12) month renewal period for the Maintenance Services following on from said initial term;

"New Version" means a significant update to one or more of the Licensed Products containing new features or functions as well as error corrections, but does not include new software only available from Bluechip for an additional fee unless detailed in an Order.

"Operating Environment" means the hardware platform, operating system and Application combinations (where applicable) that correspond to the Licensed Products and as specified in an Order.

"Order" shall mean a document authorised by the Licensee and accepted by Bluechip under these Conditions, providing details of the Licensed Products and related services to which the Licensee is entitled;

"Party" shall mean either Bluechip or the Licensee and **"Parties"** shall mean both of them;

"Remote Use" shall mean access to and use of the Licensed Products, including, without limitation, the submission of data or processing instructions, directly or indirectly via a server, the Internet or otherwise, to the Installation Device(s), from locations other than the Installation Site(s);

"Reseller" shall mean the ordering and subsequent selling of the Licensed Products to third parties including an Affiliate (whether for profit or not) in the Licensee's own name and/or representing itself as an authorised dealer, distributor or manufacturer of the Licensed Products;

"Service Provider" shall mean the use of the Licensed Products to provide services including data processing services for entities other than the Licensee, such as Affiliates, End Users and/or other third parties;

"Subscription Licence" means the arrangements under which the Licensee is only granted use by Bluechip to use the Licensed Products for a specified period;

"Support Guidelines" shall mean the technical support guidelines for the Licensed Products as available from Bluechip on request and as may be modified by Bluechip from time-to-time;

"Users" shall mean designated employees and/or other personnel of the Licensee and/or End User (as applicable) using or intending to use the Licensed Products in accordance with an Agreement; and

"Warranty Period" shall mean the ninety (90) day period following initial delivery of the Licensed Products by Bluechip for the relevant Order.

For the purposes of these Conditions (i) reference to legislation is, except as otherwise specifically referenced, to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it; (ii) reference to a document or provision thereof is to that document or provision as amended, supplemented, replaced or novated; (iii) where the words **"include"**, **"includes"**, **"including"** or **"in particular"** (or similar derivatives) are used, they are deemed to be followed by the words **"without limitation"**; (iv) **"will"** and **"shall"** are expressions of command, not merely expressions of future intent or expectation; (v) use of the singular imports the plural and vice versa; and (vi) headings are for purposes of reference only and will not in any way limit or affect the interpretation of any of the terms herein and references to any clause in any document that forms part of an Agreement refer to the applicable clause of that document, unless expressly stated otherwise.

2. SCOPE OF AGREEMENT.

a) During the term of an Agreement, a Licensee may obtain and use the Licensed Products and (where applicable), Maintenance Services, and Training Services from Bluechip pursuant to the terms and conditions of the Agreement by executing an Order. By executing an Order, the Licensee is agreeing to and shall be bound by the provisions of these Conditions and shall use and/or permit the use of the Licensed Products only in accordance with the terms of the Agreement.

b) Each Order shall incorporate these Conditions by reference and shall give rise to a separate and distinct contract under these Conditions. Any event of default under an Order shall not be considered, in and of itself, an event of default under any other Order.

c) In the event of a conflict between these Conditions and any Order, the terms and conditions of

the Order shall prevail, otherwise all the terms of these Conditions not amended shall remain in full force and effect.

d) The Licensee is responsible to any End User for all obligations and liability in respect of the Licensed Products and any related services when acting as a Reseller or Service Provider. Unless explicitly stated in these Conditions or specified on an Order, Bluechip is only obligated to the Licensee, and then only under the terms and conditions of the Agreement

3. GRANT OF LICENSE.

Bluechip hereby grants to each Licensee a non-exclusive, non-transferable, revocable, royalty-free Licence and right to use and/or permit the use of the Licensed Products in accordance with the terms of the Agreement. Bluechip represents that it has the right to grant to Licensee the rights granted hereunder. The grant of rights hereunder to the Licensed Products is not a sale of the Licensed Products or any portion thereof. Bluechip reserves all rights not expressly granted in these Conditions.

4. USE OF LICENSED PRODUCTS.

a) Subject to the terms of an Order, the Licensee shall install and use the Licensed Products or permit such installation and use only on the Installation Device(s) set out in an Order and only utilising the Operating Environment(s) set out therein. In addition, the Licensed Products shall, subject to the terms of an Order, only be used: (i) by up to the specified number of Users; (ii) at the Installation Site(s); and (iii) by and for the benefit of the Licensee or End User. Unless permitted in an Order, the Licensee shall not have Remote Use nor shall Licensee use the Licensed Products as a Service Provider or Reseller.

b) The Licensee may, as applicable, transfer or permit transfer of the Licensed Products to a different server or device, or add Applications only upon Bluechip's prior written consent, which consent may be conditioned upon payment by Licensee of any applicable fees. Notwithstanding anything to the contrary contained herein, the Licensee may, upon written notice to Bluechip, transfer or permit transfer of the Licensed Products to a server or device that has the same Operating Environment as the prior server or device.

c) The Installation Site(s) may be changed by the Licensee to another location identified in an Order only upon Bluechip's prior written consent, which consent

shall not be unreasonably delayed, denied or withheld, and may be conditioned upon payment by Licensee of any applicable fees.

d) The Licensee shall not copy or permit the copying of Licensed Products or Documentation or any portion thereof, except to make one (1) disaster recovery copy of the Licensed Products. The Licensee shall ensure reproduction of all copyright, trademark, trade secret and other proprietary notices in such disaster recovery copy. The disaster recovery copy of the Licensed Products may only be used by the Licensee or End User if an Installation Device becomes inoperative and only on a back-up server or device with the same Operating Environment as the Installation Device(s). In no event may the Licensee or End User use the disaster recovery copy of the Licensed Products for normal use or testing concurrently with the use of the Licensed Products in normal use or testing.

e) Subject to sub-clause f) and except as permitted by law, the Licensee shall not (and shall not allow any third party) to reverse engineer or decompile disassemble or otherwise attempt to derive the source code of the Licensed Products or any portion thereof, or modify, alter or change the Licensed Products including for the avoidance of doubt, Licensed Rules. Any modifications, alterations or changes to the Licensed Products, unless authorised and/or performed by Bluechip, shall terminate the warranties provided herein and Bluechip may, at its sole discretion, terminate Maintenance Services for such Licensed Products.

f) Where specified in an Order, and only where specified in an Order, the Licensee or End User may copy existing Licensed Rules (whether supplied by Bluechip or created by the Licensee) for the sole purpose of creating new or enhanced rules relating to Operating Environments for which the Licensed Products have been licensed under the terms of the Agreement. All such rules created by the Licensee or End User shall be deemed Modifications in accordance with Clause 11. The creation of rules for Operating Environments other than those relating to the Licensed Products and/or where the Licensee or End User is not authorised to create new rules shall terminate the warranties provided herein and Bluechip may, at its sole discretion terminate the provision of Maintenance Services for the Licensed Products.

g) The Licensee shall respect and not remove, obliterate, or cancel from view any copyright, trademark or confidentiality notice or legend appearing on the Licensed Products, related media,

Documentation, or output generated by such Licensed Products, or any portion thereof.

5. ORDERS AND RENEWALS.

a) Prior to the expiration of a Subscription Licence for any of the Licensed Products a Licensee may request to renew the Subscription Licence for an additional term at Bluechip's then current rates by executing an Order. Bluechip may, in its sole discretion, decline to renew the Subscription Licence.

b) Each Order shall be subject to acceptance by Bluechip. Bluechip reserves the right to change the method for submitting Orders or the format of Orders on five (5) days written notice to the Licensee.

c) Unless otherwise agreed, all Licensed Products shall be shipped or emailed by Bluechip to the Licensee at the Licensee's address as set out in the relevant Order or such other email or physical address as the Licensee may notify in writing to Bluechip as its delivery address. Licensed Products are deemed shipped to the Licensee at the time of physical dispatch and/or emailing by Bluechip, reasonable evidence of which will be provided on written request from the Licensee. Bluechip will select the appropriate method of shipment at its discretion.

d) In the event of a need for international shipment of the Licensed Products, Bluechip will obtain all licenses required to export the Licensed Products from the country of origin. The Licensee will (i) obtain all licenses required to import the Products; (ii) clear the Products through customs promptly upon their arrival in the relevant country; and (iii) pay all shipping costs, customs duties and other charges assessed on such imports into the country, if applicable.

e) In addition to any other right or remedy, Bluechip may, at its option, refuse any Order placed by the Licensee, or any accepted Order or delay shipment thereof, if the Licensee is delinquent in any undisputed payments to Bluechip for the same Order and/or other Orders or if the Licensee is otherwise in breach of these Conditions.

f) Upon receipt of an Order from the Licensee that complies with all requirements of these Conditions, Bluechip will, subject to Clause 5 e), make reasonable efforts to fulfil an Order for Licensed Products and/or issue the requisite authorisation keys to the Licensee.

6. AUDIT RIGHTS.

a) Bluechip shall have the right, upon reasonable notice to the Licensee, to conduct during regular business hours an audit of the Licensee's use of the Licensed Products and/or use of the Licensed Products the Licensee has permitted. Any such audit shall consist solely of a review of the Licensee's compliance with the terms and conditions of the Agreement, including, if necessary, an examination of the Installation Device(s). Such audits shall be conducted in such a way as to minimise interference with the Licensee's and any End User normal business operations and the Licensee shall provide all reasonable assistance to Bluechip during such audit including arranging the required physical and logical access to Installation Sites and Installation Devices whether on Licensee or End User premises.

b) Audits shall be only be conducted a maximum of once (1) per year, unless the Licensee is found to be not in compliance with either the terms and conditions of the Agreement, whereby Bluechip may conduct up to two (2) audits in the twelve (12) month period subsequent to such discovery of non-compliance. If any audit should disclose an underpayment by the Licensee, however arisen, the Licensee shall promptly pay Bluechip the amount of the underpayment on receipt of a valid invoice from Bluechip, together with interest at a rate of three (3) per cent above the then current base rate of the Bank of England per month from the date on which such amount should have been due to Bluechip. If the underpayment amount is more than ten percent (10%) of the amount due for the relevant Order, the Licensee shall in addition pay Bluechip's reasonable costs and expenses for the audit in which the underpayment was discovered.

c) For the avoidance of doubt in the event the Licensee fails to organise and facilitate the reasonably requested access to the Installation Sites and Installation Devices for any audit pursuant to this Clause 6, the Licensee may be deemed in material breach of an Agreement without prejudice to the right of either Party to determine that any other breach of the Agreement constitutes a material breach. In the event of such breach, Bluechip may at its sole discretion terminate the Agreement and/or any Order.

7. FEES; PAYMENT TERMS.

a) The Licensee shall pay to Bluechip the licence, maintenance, installation and training fees set out in an Order. The Licensee shall also pay to Bluechip any additional fees set out in an Order and any applicable sales, use, value added ("VAT"), personal property,

internet-related or other taxes and government charges imposed on transactions hereunder, but exclusive of Bluechip's net income or corporate franchise taxes. If, under applicable law, any amount due hereunder cannot be paid without a deduction or withholding, then the Licensee shall increase the amount due to Bluechip so that the net amount received by Bluechip after such deduction or withholding (and the payment of any other amount that must be deducted or withheld as a result of such increase) shall be equivalent to the full amount that Bluechip would have received had such amount or other payment not been subject to any deduction or withholding.

b) Bluechip shall as applicable invoice the licence fee, and/or the first payment of the Subscription Licence and Maintenance Services fees on delivery of the Licensed Products. Subsequent payments of the Subscription Licence and Maintenance Services fees will become due in accordance with and as detailed in each Order.

c) Unless otherwise specified in an Order invoices for Installation Services and Training Services shall be issued on commencement of the relevant services. Invoices for any incidental services or items authorised by the Licensee will be issued upon satisfactory completion of such incidental services or delivery of the relevant items (as applicable).

d) The Licensee shall pay Bluechip the total undisputed amount of each invoice in Pounds Sterling by electronic transfer to an account nominated in writing by Bluechip in accordance with the payment terms on each correctly rendered invoice (the "**Due Date**").

e) Where the Licensee disputes an invoice, the nature and detail of the dispute shall be detailed in writing, and the Parties will act promptly and in good faith to resolve the matter. Payment for undisputed items on a disputed invoice shall be made in accordance with the normal payment terms for the invoice.

f) In the event that the Licensee fails to pay any undisputed amount payable by it to Bluechip within thirty (30) days of the Due Date, Bluechip shall be entitled to charge interest on the undisputed amount outstanding at the rate of three (3) per cent above the then current base rate of the Bank of England, from the Due Date for payment until the date of payment.

g) In the event the Licensee fails to pay any undisputed amount on an invoice within sixty (60) days of the Due Date, the Licensee shall be deemed in material breach of the Agreement without prejudice to the right of either Party to determine that any other breach of the Agreement constitutes a material breach. In the event of such breach, Bluechip may at its sole discretion terminate the Agreement and all Orders.

h) Where the Licensee requires Bluechip to issue invoices against a written Licensee requisition ("**Purchase Order**") and there is any ambiguity and/or conflict between the terms of a Purchase Order and these Conditions and/or an Order, the terms of the Agreement shall prevail. The Licensee shall with fifteen (15) Business Days from a request by Bluechip provide Bluechip with the applicable Purchase Order number to be included on any invoice to be submitted by Bluechip.

8. **CONFIDENTIALITY.**

a) During the term of an Agreement, Bluechip, and Licensee may have access to Confidential Information of the other Party. Confidential Information shall include, but is not limited to: (i) all Licensed Products, Enhancements and New Versions; (ii) the Agreement, Documentation, and Support Guidelines; (iii) customer and prospect lists, existing agreements with vendors and business partners; (iv) pricing proposals, financial and other business information, data and plans; (v) research and development information; (vi) formulas, methods, know-how, processes, designs, performance tests, product evaluations, computer software, bug fixes, reported problems with the Licensed Products; (vii) information concerning the customers and potential customers of a Party; and (viii) any other information identified in writing as confidential or information that the receiving Party knew or reasonably should have known was confidential.

b) Confidential Information shall be used solely for each Party's performance under the Agreement and the exercise of its rights hereunder and shall not be disclosed to any third party without the written permission of the disclosing Party. Each Party shall take reasonable precautions, at least equivalent to the precautions it takes to protect its own Confidential Information, to maintain the Confidential Information of the other Party disclosed hereunder in strict confidence.

c) Confidential Information shall not include any information that the receiving Party can establish: (i) is or subsequently becomes publicly available through no

act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to disclosure of such information under the Agreement; (iii) is subsequently disclosed to the receiving Party by a third party who is not in breach of an obligation of confidentiality; (iv) is independently developed by the receiving Party without the use or benefit of the Confidential Information; or (v) is required to be disclosed under a court order or a valid subpoena, provided that the receiving Party (where legally permitted) promptly notifies the disclosing Party and provides the disclosing Party with an opportunity to seek an appropriate protective order. In no event, shall the Licensed Products be excluded from treatment as Confidential Information under this Clause 8 c).

d) The Parties acknowledge that failure to comply with the provisions of this Clause 8 may result in irreparable harm to the other Party for which a remedy at law would be inadequate, and therefore, in the event of the breach, or threatened breach by a Party of its obligations under this Clause 8, the non-breaching Party shall be entitled to equitable relief in the form of specific performance and/or an injunction, without the posting of any bond, for any such actual or threatened breach, in addition to the exercise of any other remedies at law or in equity.

9. **DATA PROTECTION**

a) Both Parties shall comply with the Data Protection Legislation in so far as they are relevant in respect of the provision and use of the Licensed Products and related services. For the purposes of the Agreement, the terms Data Controller, Data Processor, Personal Data, Sensitive Personal Data and Processing shall be as defined in the Data Protection Legislation.

b) The Parties acknowledge that the Licensee is a Data Controller and that the Bluechip is not considered a Data Processor in providing the Licensed Products and related services. Bluechip further acknowledges that it has not been given any remit by the Licensee to make any attempt to access any data on the Installation Device(s) and confirms that it shall not do so.

c) The Parties further acknowledge that it may be necessary to exchange Personal Data relating to their respective employees, workers, agents, representatives, customers and/or the End User(s) in order to receive the benefit of or deliver (as applicable) the Licensed Products and related services. Where a Party receives any such Personal Data from the other Party it shall ensure that it fully complies with the Data Protection Legislation.

10. **LICENSEE OBLIGATIONS.**

a) The Licensee and/or any End User shall be solely responsible for the Installation Device(s), operating system and related software and any data or files, other than the Licensed Products provided by Bluechip, including maintaining a back-up copy of Licensee's and/ or End User's data or files and the Licensed Products. The Licensee shall also be responsible for ensuring trained and qualified personnel utilise the Licensed Products and shall promptly notify Bluechip of any unauthorised use of the Licensed Products of which it becomes aware.

b) The Licensee shall comply with all laws, rules and regulations regarding the use of the Licensed Products. Licensee shall also comply, at its cost and expense, with all applicable laws, rules and regulations regarding (where applicable) with the importing of the Licensed Products, including the payment of any import duties or assessments imposed on the Licensed Products. The Licensee shall indemnify, defend and hold Bluechip harmless from all claims, losses, costs and expenses arising out of or related to Licensee's and/or End User's breach of this Clause 10 b).

11. **PROPRIETARY INFORMATION.**

a) Bluechip (or its licensors) retains ownership of all IPR and know-how in and relating to the Licensed Products. The Licensed Products, the Documentation and other proprietary information provided by Bluechip to the Licensee hereunder contain and constitute trade secrets, information and data proprietary to and copyrighted by Bluechip. Neither the Licensee nor its employees and/or other personnel shall knowingly use or allow such information or data to be disclosed to third parties or duplicated except as expressly allowed in an Agreement. The Licensee shall not make or permit any customisations, enhancements, improvements, translations, derivative works or other modifications of the Licensed Products (collectively, "**Modifications**"). Modifications shall not include separate works created or designed by the Licensee to better integrate or leverage the Licensed Products with the Licensee's and/or End User's deployed technologies.

b) Any Modifications to the Licensed Products made by the Licensee and/or End User without prior written approval by Bluechip shall be deemed to be works made for hire and shall belong to Bluechip and Bluechip shall have all right, title and intellectual property interest to such work. Where an End User is detailed in an Order the Licensee shall ensure the End

User is made aware of the provisions of this Clause 11 and shall not enter into any formal agreements with any End User that are in conflict with the terms herein.

c) The Licensee retains ownership of all of its own IPR, including in works created by the Licensee in connection with the Licensee's own user interface to the Licensed Products, or the Licensee's own reporting system which for the avoidance of doubt are deemed not to be Modifications.

d) Subject to this Clause 11 a) and only to the extent that copyright title to any Modifications may not, by operation of law, vest in Bluechip, or such Modifications may not be considered works made for hire, all right, title and interest therein are hereby and with no further action of the Licensee required, irrevocably assigned to Bluechip. The copyright to all such Modifications shall belong exclusively to Bluechip, with Bluechip having the right to obtain and to hold in its own name or the name of its nominee all copyrights and any extensions and renewals thereof. The Licensee agrees to give Bluechip and any person designated by Bluechip any reasonable assistance, at Bluechip's expense, to perfect the copyright as defined in this Clause 11 d) and to assign or to facilitate assignment of such rights to any Affiliate of Bluechip, including without limitation by executing and delivering all such instruments and documents as Bluechip may deem necessary or desirable in connection therewith. The Licensee shall ensure that it has sufficient contractual agreements with its employees and/or other personnel, partners, Resellers, End Users and independent contractors to ensure that the copyright to the Modifications may be assigned to Bluechip. Bluechip shall have no obligation to support any customisations, extensions or Modifications made to the Licensed Products by any third party unless otherwise agreed by Bluechip in writing.

e) The Parties acknowledge that failure to comply with the provisions of this Clause 11 may result in irreparable harm to the other Party for which a remedy at law would be inadequate, and therefore, in the event of the breach, or threatened breach by a Party of its obligations under this Clause 11, the non-breaching Party shall be entitled to equitable relief in the form of specific performance and/or an injunction, without the posting of any bond, for any such actual or threatened breach, in addition to the exercise of any other remedies at law or in equity.

12. RIGHTS INFRINGEMENT

a) Bluechip shall indemnify and defend the Licensee against any action brought against the Licensee to the extent that it is based claim that the Licensed Products infringe or misappropriate any IPR, copyright, trade secret or trademark of any third party, providing Bluechip shall have control of the defence and can defend at its own expense, any claim or litigation to which this indemnity relates. Bluechip shall pay all losses, damages and costs finally awarded against the Licensee in such action, provided that Bluechip is notified in writing of the existence of such claim against the Licensee within fifteen (15) days of the Licensee's first learning of the same; and provided that Bluechip is given full authority to control the defence, costs and settlement of the claim, and that Bluechip receives reasonable cooperation and assistance from the Licensee. Bluechip will not be obligated to defend or otherwise indemnify the Licensee in any lawsuit or as to any claim which arises from or relates to any combination of the Licensed Products with another product not supplied by Bluechip, or if such claim is based upon a use of one or more of the Licensed Products for a purpose for which it was not designed, or if the Licensed Products have been materially modified by the Licensee, or if the Licensee has not installed any available Enhancements or New Version as directed by Bluechip prior to any claim and which can be reasonably demonstrated by Bluechip as mitigating the basis for such claim. Subject to the provision of the Licensee's reasonable assistance to Bluechip in accordance with this Clause 12 a) the Licensee shall be given the opportunity to review any and all pleadings, document, statement, and settlement term or provision which in any way relates to, affects, or binds the Licensee prior to its service or use in connection with the claim or suit.

b) In addition to the foregoing indemnification obligations and in the event of an IPR infringement or misappropriation claim, or upon notice of a potential claim, Bluechip shall have the right to: (i) replace the Licensed Products with functionally equivalent software; (ii) modify such Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to the Licensee the right to continue to use such Licensed Products; or (iv) if the foregoing is not commercially reasonable at the sole discretion of Bluechip, direct the Licensee to terminate use of such Licensed Products. If Bluechip directs the Licensee to terminate use of such Licensed Products (or a permanent injunction is issued against such use), the Licensee shall immediately terminate such use and shall be responsible for terminating such use by any

End User. If the Licensee's right to use or permit the use of the Licensed Products is terminated pursuant to this Clause 12 b), the Licensee's remedies, in addition to the indemnification set out herein, shall be limited to the right to terminate the relevant Order(s) and receive a pro rata refund of the licence fees previously paid for such Licensed Products based on a term of sixty (60) months following execution of each Order. Bluechip's obligation to provide a pro rata refund under this Clause 12 b), shall not extend to any release of the Licensed Products for which infringement could have been avoided by Licensee's deployment and installation of any Enhancements or New Version of the Licensed Products, provided Bluechip delivered any Enhancements or New Version to the Licensee and notified the Licensee of the need to install such Enhancements or New Version.

c) The Licensee shall defend and indemnify Bluechip against all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable legal fees) of whatsoever kind and nature that may be asserted, granted or imposed against Bluechip directly or indirectly arising from or in connection with (i) any claim from any third party based on the Licensee's use or permitted use or possession of the Licensed Products including where the Licensee is acting as a Service Provider; (ii) any claims that any software (other than the Licensed Products) used by the Licensee and not provided by Bluechip infringes any third party IPR; (iii) any misrepresentation made by the Licensee regarding Bluechip or the Licensed Products, except where such misrepresentation can be demonstrated to have been expressly contained in Documentation or other written information provided by Bluechip; and (v) any other claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable legal fees) of whatsoever kind and nature that may be asserted, granted or imposed by any employee and/or other personnel, Reseller or independent contractor that cannot be claimed by the Licensee under the terms of the Agreement. Subject to the provision of Bluechip's reasonable assistance to the Licensee, Bluechip shall be given the opportunity to review and approve any and all pleadings, document, statement, and settlement term or provision which in any way relates to, affects, or binds Bluechip prior to its service or use in connection with the claim or suit.

13. MAINTENANCE SERVICES.

a) Maintenance Services shall consist of: (i) reasonable amounts of telephone support ("**Telephone Support**") to assist the Licensee with the use of the Licensed Products; (ii) Enhancements and New

Versions provided to Licensees of the Licensed Products who have paid for Maintenance Services; and (iii) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines ("**Corrective Support**").

b) The Licensee shall initially receive Maintenance Services for the Licensed Products for the Maintenance Term set forth in an Order for the fees set out therein. Following such initial Maintenance Term, the Licensee may elect to purchase additional Maintenance Terms at Bluechip's then current rates. If a Licensee has a Subscription Licence to the Licensed Products, the Licensee must also renew the Subscription Licence in order to purchase and obtain additional Maintenance Services.

c) Unless agreed in writing by the Parties beforehand Bluechip may at its sole discretion levy additional fees for the provision of Maintenance Services covering any rules created by the Licensee or End User, such fees to be due from the date at which the Licensee or End User commenced use of such rules. Bluechip may also require reasonable amendments to such rules prior to the provision of Maintenance Services. If the Licensee requests Bluechip completes any amendments the Licensee shall pay Bluechip for its professional services at Bluechip's then prevailing rates plus reasonable expenses. Following commencement by Bluechip of Maintenance Services pursuant to this Clause 13 c) all rules shall be subject to the terms applicable to Licensed Rules as detailed in the Agreement.

d) If Bluechip is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as an emergency or serious problem within thirty (30) days following notice from the Licensee or an additional period of time as reasonably agreed to by the Parties, the Licensee may terminate Maintenance Services for such Licensed Products. If the Licensee terminates Maintenance Services in accordance with this Clause 13 d), the Licensee shall, as its sole and exclusive remedy, receive a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing Maintenance Term as specified in the relevant Order. If Bluechip provides services at the Licensee's request to correct a suspected error and such error is non-existent, unrelated to the Licensed Products, a result of Licensee's failure to fulfil its obligations under an Agreement, or a result of an unauthorised change to the Licensed Products, the Licensee shall pay Bluechip for professional services at Bluechip's then prevailing rates plus reasonable expenses.

e) Telephone Support shall be provided only to the individuals located at the Installation Site(s). Subject to the Support Guidelines and where specified on an Order, the Licensee or End User may copy existing Licensed Rules and create bespoke rules, Bluechip shall provide reasonable advice and support during normal business hours within the United Kingdom for assistance in the creation of new rules. Where the Licensee requests Bluechip's assistance to complete the creation or modification of new rules and/or the resolution of errors the Licensee shall pay Bluechip for professional services at Bluechip's then prevailing rates plus reasonable expenses.

f) In the event the Licensee requires Modifications to Licensed Rules to provide compatibility with a specific release or version of an Application the Licensee may either (i) request and deploy the applicable New Version of the Licensed Rules where available; (ii) where a New Version is not currently available request Bluechip provide such New Version as part of the Maintenance Services, the date of availability to be at the discretion of Bluechip; or (iii) where a New Version is not currently available the Licensee may pay Bluechip for professional services at Bluechip's then prevailing rates plus reasonable expenses to create such New Version to a mutually agreed date.

g) Bluechip may terminate Maintenance Services for one or all of the Licensed Products upon a minimum of thirty (30) days written notice to the Licensee prior to the end of any Maintenance Term or upon ninety (90) days written notice to the Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an Operating Environment or Installation Device that is no longer supported by Bluechip.

h) If the Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, the Licensee shall pay to Bluechip the applicable fees for the total period since termination of expiration of the previous Maintenance Term and for the subsequent twelve (12) month renewal period.

i) Bluechip may at its sole discretion immediately terminate Maintenance Services in the event the Licensee uses, permits, or attempts to use or permit the Licensed Product in a way that is contrary to the Agreement including but not limited to deploying and/or using Licensed Products in an Operating Environment not specified on a relevant Order.

j) The Licensed Products, Documentation, Maintenance Services and other services including Installation Services and Training Services for the Licensed Products shall be provided, written and otherwise delivered in English. Unless otherwise agreed to by the Parties, all Telephone Support shall also be provided in English.

14. INSTALLATION SERVICES

a) Bluechip shall perform Installation Services for the Licensed Products where set forth in an Order for the fees set forth therein. The Licensee may elect to purchase additional professional services at Bluechip's then prevailing rates plus reasonable expenses.

b) Unless otherwise agreed to by the Parties, Installation Services shall be provided at a single Licensee or End User location in the United Kingdom that has connectivity to the Installation Site(s). The Licensee shall be responsible for organising and providing appropriate facilities to Bluechip personnel including workspace, together with appropriate access and connectivity to the Licensee and/or End User infrastructure including the Installation Site(s) and Installation Device(s).

c) The Licensee shall be responsible for supporting the Installation Services including; (i) participating in the planning and scheduling process; (ii) providing appropriately skilled and authorised personnel to assist Bluechip where required; (iii) supplying reasonable information relating to the Operating Environment(s) and Licensee and/or End User business operations; and (iv) completing any network and/or other Operating Environment changes required to allow operation of the Licensed Products

15. TRAINING SERVICES

a) In consideration of the fees for training where set out in an Order, the Licensee may attend the training identified therein (the "**Training Services**"). The Licensee must attend all training courses prior to the expiration date set out in the Order. If Licensee fails to have relevant personnel attend any training class prior to such expiration date, Bluechip will not provide the Licensee with a refund of fees.

b) Training Services shall be provided, unless otherwise agreed to by the Parties, at one of Bluechip's regional offices in the United Kingdom and shall be provided in English. The Licensee and/or End User shall (as applicable) be solely responsible for all expenses incurred in attending such training. If an Order provides

for training at the Licensee's or End User's site, the Licensee shall be responsible for organising and providing appropriate facilities and to pay for all reasonable travel related expenses incurred by Bluechip including subsistence and accommodation where agreed in writing prior to the training class.

16. WARRANTIES; DISCLAIMERS.

a) The Licensee warrants that it will make all reasonable endeavours to ensure that any End User utilising the Licensing Products also comply with the terms of the Agreement including Clauses 4, 8, 9, and 18.

b) Bluechip warrants that during the Warranty Period, the Licensed Products shall perform all material functions set out in the Documentation for such Licensed Products and shall otherwise operate in substantial accordance with such Documentation. If during the Warranty Period the Licensed Products fail to comply with this warranty, the Licensee shall notify Bluechip in writing of any alleged errors or non-conformities with the Licensed Products. Bluechip shall, thereafter, have thirty (30) days or an additional period of time as reasonably agreed to by the Parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Bluechip is unable to timely correct such errors or non-conformities, the Licensee may elect to terminate the licence to such Licensed Products. If Licensee terminates the licence to such Licensed Products during the Warranty Period in accordance with this Clause 16, the Licensee shall, as its exclusive remedy, receive a refund of all fees previously paid for such Licensed Products.

c) If it is determined that the Licensed Products do not perform as warranted, Bluechip's only responsibility will be to use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Clause 16 b). Bluechip does not represent that the Licensed Products are error free or will satisfy all of the Licensee's requirements.

d) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE CONDITIONS, THE LICENSED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THESE CONDITIONS OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

e) BLUECHIP SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE OPERATION OF THE LICENSED PRODUCTS OTHER THAN ON THE INSTALLATION DEVICE(S) AND OPERATING ENVIRONMENT(S) IDENTIFIED IN AN ORDER, NOR SHALL BLUECHIP BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY ACTS OF ABUSE OR MISUSE BY THE LICENSEE OR ANY END USER. IN ADDITION, BLUECHIP SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING OUT OF THE INTERRUPTION OR LOSS OF USE OF THE LICENSED PRODUCTS OR THE LOSS OR CORRUPTION OF THE LICENSEE'S OR END USER'S DATA OR FILES PROCESSED OR STORED BY THE LICENSED PRODUCTS.

f) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A SUBSCRIPTION LICENCE OR IN EXCESS OF ANY VOLUME RESTRICTIONS, AS SET OUT IN AN ORDER.

17. LIMITATION OF LIABILITY.

EXCEPT FOR BLUECHIP'S LIABILITY ARISING UNDER CLAUSE 12 AND TO THE EXTENT PERMITTED BY LAW, BLUECHIP'S TOTAL LIABILITY TO ANY LICENSEE, IN TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF LICENCE FEES PAID BY THE LICENSEE TO BLUECHIP UNDER AN ORDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, GOODWILL OR REPUTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. The rights and remedies set out in these Conditions allocate the risks between Bluechip and each Licensee under any Agreement and the fees set out in an Order reflect the allocation of risks.

18. DEFAULT AND CANCELLATION.

a) If either Party materially breaches any of the terms, conditions or provisions of an Agreement, and fails to cure such material breach within thirty (30) days after written notice thereof, the other Party shall have the right to terminate the Agreement and/or any Order without any further notice.

b) Bluechip shall also have the right to (i) terminate an Agreement immediately if the Licensee ceases business, files for bankruptcy or becomes

bankrupt or insolvent, or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of the Licensee, or (ii) have the right to terminate any Order immediately and cancel any unfilled portion of it if the Licensee has failed to renew a Subscription Licence in accordance with Clause 5 a) within thirty (30) days of expiration.

c) If Bluechip terminates an Order pursuant to this Clause 18, no amount paid to Bluechip hereunder shall be refunded. The remedies set out herein shall be cumulative with respect to any other remedies which Bluechip may have under an Agreement or otherwise.

d) Subject to: (i) all outstanding payments to Bluechip being made by the Licensee; and (ii) written certification from the Licensee that the Licensee and End User have complied with Clause 19 c), the Licensee shall have the right to terminate any relevant Order if the End User ceases business, files for bankruptcy or becomes bankrupt or insolvent. If the Licensee terminates an Order pursuant to this Clause 18 (d), no amount paid to Bluechip hereunder shall be refunded and the Licensee obligations in respect of the Agreement and all other Orders shall remain unchanged.

e) In the event of a Party's uncured breach of an Agreement, the non-breaching Party may, in addition to the right to withhold its performance under and/or terminate the Agreement, avail itself of all other rights, remedies and causes of action available at law, in equity or otherwise, against such Party for damages as a result of such breach. Unless otherwise provided in these Conditions, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

19. TERM AND TERMINATION

a) Each Order is effective as of the date of such Order and shall remain in effect until terminated as provided in the Agreement. For the avoidance of doubt termination of the Agreement by either Party will also result in the termination of all Orders and the Licensee's rights under the Agreement to use or permit the use of the Licensed Products and receive Maintenance Services.

b) Upon the expiration or termination of an Agreement, the Parties shall cooperate in good faith to terminate relations in an orderly manner. Notwithstanding anything to the contrary herein, the Licensee shall pay all fees and charges that have

accrued up to the date of the termination within thirty (30) days of the termination.

c) Upon expiration of a Subscription Licence to any of the Licensed Products (unless such Subscription Licence is renewed) or termination of the Licence to any of the Licensed Products or an Order, the Licensee shall immediately cease use of the applicable Licensed Products and purge its system and records of such Licensed Products, including, without limitation, any copies thereof and shall ensure any End User undertakes the same. Upon termination of an Agreement, (i) each Licensee shall immediately cease use of the Licensed Products and purge its system and records of the Licensed Products, including, without limitation, any copies thereof, and shall ensure any End User undertakes the same.

d) Upon expiration or termination of an Agreement, each Party shall promptly return all the other Party's Confidential Information together with a certified statement by a duly authorised officer of the returning Party stating that all such Confidential Information been returned or destroyed except (i) where Confidential Information is required to be retained for compliance with applicable law; and (ii) for copies stored in commercially reasonable disaster recovery or back up media and provided that the receiving Party's obligations under the Agreement will continue for as long as any Information is so retained.

e) Any expiration or termination of an Agreement shall not prejudice, limit or restrict any other rights or remedies either Party may have arising prior to such expiration or termination.

f) Clauses 4, 6, 8, 9, 10, 17, 18, 26 and 24 shall survive termination of the Agreement or an Order indefinitely or to the extent set out therein.

20. FORCE MAJEURE.

a) Neither Party shall be liable for, and each Party shall be excused from, any failure to perform or for delay in performance due to causes beyond its reasonable control, including, but not limited to, acts of government, fire, strikes, supply shortages, civil disturbances, embargoes, transportation problems, interruptions of power or communications, failure of suppliers or subcontractors, natural disasters or other acts of God.

b) Each of the parties hereto agrees to give notice forthwith in writing to the other upon becoming aware of an event of force majeure and such notice

shall contain details of the circumstances giving rise to the event of force majeure.

21. ANTI-BRIBERY

a) Both parties agree to comply with all applicable laws, regulations, legally binding codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Bribery Law**").

b) In the event that a Party is found not to comply with the Anti-Bribery Law or has reasonable grounds for suspecting the other Party of not being in compliance it shall as soon as reasonably practicable notify the other Party in writing of the particulars of such non-compliance and/or suspicions.

22. MODERN SLAVERY

a) Both Parties shall comply with all applicable laws, statutes, regulations legally binding codes and sanctions relating to the Modern Slavery Act 2015 (the "**Slavery Rules**") and Bluechip shall comply with any reasonable written request received from the Licensee for the purposes of any annual reporting requirements under the Slavery Rules.

b) In the event that a Party is found not to comply with the Slavery Rules or has reasonable grounds for suspecting the other Party of not being in compliance it shall as soon as reasonably practicable notify the other Party in writing of the particulars of such non-compliance and/or suspicions.

23. ASSIGNMENT.

The Licensee shall not transfer or assign any of its rights or obligations under an Agreement without the prior written consent of Bluechip, which consent shall not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Bluechip's written consent shall be void and of no force and effect.

24. PUBLICITY.

Subject to the Licensee's consent, which shall not be unreasonably withheld, delayed or denied, Bluechip may prepare a press release and case study regarding Licensee's use of the Licensed Products. Except as provided herein, neither Party shall use the name of the other Party in publicity releases or similar activity without the consent of the other Party, provided, however, Bluechip may include the Licensee's name in any client list.

25. GENERAL.

a) Bluechip is a member of the group of companies and accordingly Bluechip may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Bluechip.

b) No course of dealing or failure to enforce any provision of an Agreement shall constitute a waiver of any rights under the Agreement. To be effective, any waiver to an Agreement must be in writing and signed by both Parties.

c) Any notice required to be given under an Agreement by either Party must be in writing and be delivered either personally or by first class post in the United Kingdom (UK), if sent from an address in the UK to another address in the UK and by air mail in all other cases. In the case of post such notices shall be deemed to have been received seven (7) Business Days after the date of posting. Notices will be delivered or sent to the addresses of the Parties set out in the related Order or to any other address notified in writing by either Party to the other for the purpose of receiving notices after the date of the Agreement.

d) If any provision of these Conditions or an Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and the remaining provisions of the Agreement shall remain in full force and effect.

e) The Parties hereto are independent contractors and have no power, and shall have no power, nor will either Party represent that it has any power, to bind the other Party or to assume or to create any obligation or responsibility, expressed or implied, on behalf of the other Party or in the other Party's name. Any Agreement shall not be construed as constituting Bluechip and Licensee as partners or joint ventures or to create any other form of legal association which would impose liability upon one Party for the act or failure to act of the other.

f) Unless expressly provided in these Conditions, no term of the Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it.

g) All rights not expressly granted to the Licensee under an Agreement are reserved by Bluechip.

26. APPLICABLE LAW.

The Agreement shall be governed by the laws of England and Wales and the Parties hereby consent to the exclusive jurisdiction of the courts of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

27. ENTIRE AGREEMENT.

a) The Agreement constitutes the entire agreement between Bluechip and the Licensee, and supersedes all proposals, purchase orders, understandings, representations, prior agreements or communications relevant to the subject matter hereof. The Agreement also supersedes any pre-printed terms contained on any purchase order or similar document issued by a Licensee subsequent to the execution of an Order, and such pre-printed terms shall have no force or effect.

b) The Licensee acknowledges it has not been induced to enter into an Agreement by any representations or promises not specifically stated herein.

c) Bluechip shall provide and the Licensee shall accept the Licensed Products and related services subject to the terms of the Agreement, which shall govern the Licensed Products and related services to the exclusion of any other terms and conditions.

d) No variation to the Conditions shall be binding unless agreed in writing between the authorised representatives of the Licensee and Bluechip.

e) Each Order or any modifications or amendments to an Order shall be signed by authorised representatives of the Parties.