

StockAnywhere / InvoiceAnywhere Subscription Agreement and Service Level Agreement

SUBSCRIPTION AGREEMENT

THANK YOU FOR YOUR INTEREST IN CLICKNOLOGY LTD's ("CLICKNOLOGY") STOCKANYWHERE / INVOICEANYWHERE (THE "SERVICE"). PLEASE READ THE FOLLOWING SERVICE SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") CAREFULLY BEFORE SUBMITTING YOUR APPLICATION FOR THE SERVICE AND CONCLUDING THE REGISTRATION PROCESS.

BY SUBMITTING YOUR APPLICATION AND USING THE SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET OUT BELOW. THESE TERMS AND CONDITIONS ARE A LEGAL CONTRACT BETWEEN YOU AND CLICKNOLOGY FOR USE OF THE SERVICE.

TERMS AND CONDITIONS

A. DEFINITIONS

- (1) "Agreement" means this Clicknology StockAnywhere / InvoiceAnywhere Subscription Agreement.
- (2) "Device" means a computer, workstation terminal, handheld PC, pager, telephone, "smart phone," or other electronic device which can be used to access the Internet.
- (3) "Effective Date" means the date which You complete the registration process or accept this agreement.
- (4) "Named User" means You, Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user IDs and passwords by You or by Clicknology at Your request.
- (5) "Service(s)" means the hosting and storage of the specific edition of StockAnywhere / InvoiceAnywhere and related services identified during the registration process and delivered to You via hosted environment.
- (6) "Software" means the StockAnywhere / InvoiceAnywhere software used in the Service.
- (7) "Your Content" means the data and other materials You input for processing onto the Service.

B. LICENSE GRANT

Subject to the payment of all applicable Fees, and subject to the terms and conditions of this Agreement, Clicknology hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software in accordance with the instructions, and in connection with the application services, provided to You by Clicknology, solely for Your internal use during the Subscription Term, as defined in Section D. You are authorized only to remotely access the functionality of the Software, as expressly authorized by Clicknology You may not install any other components of the Software Products on Your Devices. Unless otherwise agreed in writing, you will have Named User license and the following conditions apply:

- (a) You will receive a User ID and Password for each Named User, and each Named User may access the Service only using his or her issued User ID and Password;
- (b) the licenses granted herein are personal and specific to Named Users, and no person or entity other than a Named User will access or use the Service without the prior written consent of Clicknology; and
- (c) You may change Named Users, or access privileges for Named Users, pursuant only to the procedures established by Clicknology

C. SUBSCRIPTION FEES

The Services You selected include a Subscription Fee for the Subscription Term You select. Your Subscription Fee may include, but is not limited to, a named user fee, data transfer fees, connect time fees, application use and storage fees and other variable fees as may be indicated by Clicknology ("Fees"). Clicknology shall not change Your Fees prior to the end of the Subscription Term, as defined in Section D below. Any change to Your Fees shall be effective upon thirty (30) days' notice.

D. SUBSCRIPTION TERM / INITIAL TERM / RENEWAL TERM

This Agreement shall be effective as of the Effective Date. The initial term of this Agreement shall be for twelve (12) months, unless otherwise specified between You and Clicknology (the "Subscription Term").

The Service to which You subscribe will begin within two (2) to five (5) days after Clicknology receives and processes the information requested in the sign up process and accepts Your subscription.

Upon expiration of the Subscription Term or any Renewal Term, unless You notify Clicknology in writing not less than thirty (30) days prior to the expiration of the Subscription Term or Renewal Term of Your intention to either cancel this Agreement or to enter into a new agreement for Service, this Agreement shall thereafter automatically renew for another term at the then-current subscription rate, unless other price terms are agreed to by Clicknology (such renewal term is referred to herein as a "Renewal Term"). Renewal Term shall be for one (1) month, unless otherwise agreed. You are responsible for strict compliance with any and all of the terms and conditions of this license. If You fail to comply with any of the limitations or other requirements described herein, Clicknology may, in its sole discretion, following delivery of notice and an opportunity to cure if required under Section Q, terminate this Agreement. Any such termination shall be in addition to, and not in lieu of, any criminal, civil or other remedies available to Clicknology. When this Agreement terminates for any reason, You must immediately cease using the Service.

E. PAYMENT

(1) When You sign up for the Service, You will provide a payment method. You confirm that You are authorized to use the payment method. You authorize us to charge You for the Service using Your payment method and for any paid feature of the StockAnywhere / InvoiceAnywhere the Subscription Fee and any other applicable fees as set forth in the registration process or as otherwise agreed between You and Clicknology. You must keep all information in Your billing account accurate and current, including Your billing address and any expiration date for Your payment method. You will pay to Clicknology all Subscription Fees in advance of Services being received. Fees for any partial month(s) will be prorated. You guarantee to pay all Fees as required herein, plus any applicable late fees or penalties, in the event that any check or electronic charge, debit or transfer is not honoured by Your bank or financial institution for any reason. You are obligated to pay all Fees irrespective of whether You received an invoice. Unless otherwise indicated, all Fees are due in the currency specified in the registration process. Late payments will accrue interest at the higher of one and one-half percent (1½%) per month or at the highest rate permitted by law. All payments required by this Agreement are exclusive of applicable taxes and shipping charges.

(2) If the required Subscription Fee payment for any given Subscription Term is more than fifteen (15) days overdue, Clicknology will notify You that Your access to the Service will be immediately suspended. If You have not paid the Subscription Fee thirty (30) days after the due date, Your account will be terminated. After termination, Clicknology will store Your data for thirty (30) days and will return these to You upon request.

(3) Unless Your Subscription Term is on a month-to-month basis, if (a) You terminate this Agreement for any reason (other than breach by Clicknology) prior to expiration of the Subscription Term or any Renewal Term, or (b) Clicknology terminates this Agreement prior to expiration of the Subscription Term or any Renewal Term because of Your breach of this Agreement, You agree to pay Clicknology a termination fee of £100 plus fifty percent (50%) of the remaining contract value or the remaining contract value, whichever is less. If You terminate this Agreement upon thirty (30) days' written notice to Clicknology as permitted herein, You will be billed and charged the applicable Subscription Fee, if any, which is due until the effective termination date, which is the date the Service will cease completely.

F. RULES AND REGULATIONS REGARDING YOUR CONDUCT

(1) In using the Service, You must comply with all applicable laws and these Terms and Conditions.

In using the Service, You shall:

- (i) be responsible for Users' compliance with this Agreement;
- (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Us promptly of any such unauthorized access or use; and
- (iii) use the Service only in accordance with the Software documentation and in compliance with applicable laws and government regulations.

You shall not use the Service to:

- (i) fraudulently represent products or services;
- (ii) send spam or other unsolicited or duplicative messages in violation of applicable laws; and/or
- (iii) facilitate or aid any of the foregoing activities.

You may not store, distribute or transmit:

- (i) obscene, threatening, libellous, or otherwise unlawful or tortious material, including, but not limited to, material harmful to children or in violation of third party privacy or intellectual property rights; and/or
- (ii) materials containing viruses or Trojan horses or tools to compromise the security of other Web sites, tools used to collect email addresses for use in sending unsolicited bulk email, or tools used to send unsolicited bulk mail.

You may not post, upload, use or otherwise distribute copyrighted material without the consent of the copyright holder. You agree that You will comply with all policies and other instructions that we inform You about in relation to Your data.

(2) When You register for the Service, Clicknology will provide You with a user ID and a password. You may use the Services or modify Your information, data and content only through such user ID and password. You are entirely responsible for

maintaining the confidentiality of Your user ID and password. You are entirely responsible for any and all activities which occur under Your user ID and password, unless the password's confidentiality is breached by Clicknology's own negligence. You agree to immediately notify Clicknology of any unauthorized use of Your account or any other breach of security known to You.

(3) Clicknology reserves the right to suspend or terminate Your Service if You engage in one or more of the activities prohibited herein and/or by these Terms and Conditions. In addition, You may be charged for any costs incurred by Clicknology or any related Clicknology entity in connection with Your breach of this section, including costs incurred to enforce Your compliance. Clicknology cannot monitor, has no control over, and is not responsible for Your hardware, the content of Your hard drive and/or any other equipment. Clicknology will provide You storage capacity as set forth in the Documentation. Additional storage can be purchased for an additional fee. Clicknology reserves the right to restrict, change, suspend and/or terminate Your Service by any means if Your access, use of, or connection to the Service is impairing or adversely affecting (i) Clicknology's operation of the Service, (ii) Clicknology's use of the Service, and/or (iii) use of the Service by others.

(4) Your use of this Service is also governed by Amazon's Acceptable Use Policy, Clicknology's cloud services provider for Clicknology StockAnywhere / InvoiceAnywhere, at <http://aws.amazon.com/aup/>.

G. OWNERSHIP RIGHTS

The Software, Service and Clicknology system are protected by United Kingdom / England copyright laws and international treaty provisions. As between You and Clicknology, Clicknology acknowledges that it claims no proprietary rights in Your Content or data (including, without limitation, text, data elements, etc.) supplied by You for processing. As between You and Clicknology, You acknowledge and agree that Clicknology, its affiliates and/or its licensors own all right, title, and interest in and to: (i) the Service; (ii) the technology and software available on the Service; and (iii) all content (including, without limitation, any images, text, software, music, sound, photographs, video, graphics, and "applets" incorporated into the Software) except Your Content maintained on the Service ("Clicknology Technology"), and all copyright, trade secret, patent, trademark and other intellectual property rights therein. You acknowledge that Your possession, installation, or use of the Software does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software, and that You will not acquire any rights to the Service except as expressly set forth in this Agreement. Any use of the Clicknology Technology other than to process Your Content within the scope of the Service provided by Clicknology is not licensed and is strictly prohibited. You agree that You will not download, transmit, reproduce, distribute, or in any way exploit any Clicknology Technology obtained through the Services without first obtaining the express consent from Clicknology. This Agreement does not constitute a license to use either party's trade names, service marks or any other trade insignia. Any use of any of either party's trade names, service marks or any other trade insignia shall require prior written consent by the other party.

H. RESTRICTIONS

You may not rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Service. You may not permit any parent, affiliate, subsidiary or any other third parties to benefit from the use or functionality of the Service, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that: (i) You may use the Service, as provided herein, to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%), and (ii) Your use of the Service is limited to a single dataset. You may not use the Service as part of a facility management, timesharing, or service bureau arrangement. You may not transfer any or all of the rights granted to You under this Agreement. To the maximum extent this restriction is permitted under applicable law, You may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive source code from, remove any proprietary notices from, and/or create derivative works based upon the Software, in whole or in part. You may not duplicate or copy any portion of the Service or Documentation, unless otherwise set forth herein. You may not remove any proprietary notices or labels on the Service, including, but not limited to, the Clicknology and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by Clicknology. Clicknology reserves the right to periodically conduct audits without any advance notice to verify compliance with the terms of this Agreement.

I. SUPPORT, UPGRADES AND PARALLEL ENVIRONMENTS

(1) System Support: For support of the system used to access the Software, Clicknology shall provide twenty-four (24) hours per day, seven (7) days per week monitoring. This support will be provided in accordance with the Clicknology StockAnywhere / InvoiceAnywhere Service Level Agreement.

(2) Application Support: Application support for the Software is available from Clicknology or Your Clicknology Business Partner. You must keep payments for the Service current to receive support.

(3) Managed Cloud Server Monitoring: The Clicknology StockAnywhere / InvoiceAnywhere Managed Cloud Server is a virtual server that serves as a platform for installing software (third party solutions) that work in conjunction with Clicknology StockAnywhere / InvoiceAnywhere and exist within the Clicknology StockAnywhere / InvoiceAnywhere infrastructure. This

item reflects a capacity – additional capacity, either in terms of a larger server (larger CPU, more RAM) or in terms of additional servers – that may be purchased for an additional fee. Any third-party software installed on this server is Your sole responsibility. Clicknology does not provide support or monitoring services for third party software.

(4) Staging Environments: A staging environment is a Clicknology StockAnywhere / InvoiceAnywhere staging environment for use in customizing and upgrading Clicknology StockAnywhere / InvoiceAnywhere. Third party software that has been installed on the production Managed Cloud Servers is not included. This staging environment is not a production environment but may be converted to production upon request by the customer. Clicknology does not provide support or monitoring services for the staging environment.

J. LIMITED WARRANTIES

(1) Clicknology will use reasonable commercial efforts to ensure that the Service will be accessible to connection from the Internet as more fully set out in the Service Level Agreement incorporated herein by reference. In the event of a claim for breach of the above warranty (the "Limited Warranty"), Clicknology's sole obligation and Your sole remedy shall be as set forth in the Service Level Agreement. There are no warranties, liabilities or remedies provided by Clicknology's suppliers or any other third party regarding the Software or the Services.

(2) Clicknology represents and warrants that (a) it owns or licenses sufficient rights in and to the Software to grant You the license set forth in Section B(1), and (b) to the best of Clicknology's knowledge, the Software does not infringe any U.K. copyright, U.K. patent or U.K. trademark right of any third party ("Infringement").

K. DISCLAIMERS

(1) WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED IN SECTION L, THE SOFTWARE AND SERVICE (AND ACCOMPANYING DOCUMENTATION) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE SERVICE TO ACHIEVE YOUR INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SERVICE. WITHOUT LIMITING THE FOREGOING, CLICKNOLOGY MAKES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, VIRUS-FREE, OR, EXCEPT AS SET FORTH IN THIS SECTION K, FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SERVICE WILL SATISFY YOUR SPECIFIC REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION K, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLICKNOLOGY AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF LACK OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SERVICE AND ASSOCIATED DOCUMENTATION. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SERVICE. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICE, IF ANY, REMAINS SOLELY WITH YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(2) DATA DISCLAIMER. YOU ACKNOWLEDGE THAT ANY DATA ENTRY, CONVERSION OR STORAGE IS SUBJECT TO THE LIKELIHOOD OF HUMAN AND MACHINE ERRORS, MALICIOUS MANIPULATION, OMISSIONS, DELAYS, AND LOSSES, INCLUDING, BUT NOT LIMITED TO, INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA THAT MAY RESULT IN LOSS OR DAMAGE TO YOU AND/OR YOUR PROPERTY, AND/OR YOUR DETRIMENTAL RELIANCE ON MALICIOUSLY MANIPULATED DATA. EXCEPT AS PROVIDED IN THIS SECTION K, CLICKNOLOGY SHALL NOT BE LIABLE FOR ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. YOU ARE RESPONSIBLE FOR ADOPTING REASONABLE MEASURES TO LIMIT THE IMPACT OF SUCH PROBLEMS, INCLUDING BACKING UP DATA, ADOPTING PROCEDURES TO ENSURE THE ACCURACY OF INPUT DATA, EXAMINING AND CONFIRMING RESULTS PRIOR TO USE, ADOPTING PROCEDURES TO IDENTIFY AND CORRECT ERRORS AND OMISSIONS, REPLACING LOST OR DAMAGED MEDIA, AND RECONSTRUCTING DATA. YOU ARE ALSO RESPONSIBLE FOR COMPLYING WITH ALL LOCAL, STATE, AND FEDERAL LAWS PERTAINING TO THE USE AND DISCLOSURE OF ANY DATA. IF YOU ARE LICENSING SOFTWARE OR SERVICES FOR EVALUATION PURPOSES (AN "EVALUATION PRODUCT"), YOU ACKNOWLEDGE AND UNDERSTAND (I) THAT THE EVALUATION PRODUCT MAY BE USED FOR EVALUATION PURPOSES ONLY, (II) THAT THE EVALUATION PRODUCT SHALL BE OPERABLE ONLY FOR A LIMITED TIME AND (III) THAT, UPON EXPIRATION OF THE EVALUATION PERIOD, ANY DATA OR OTHER INFORMATION USED WITH, PROCESSED BY AND/OR STORED IN CONJUNCTION WITH THE EVALUATION PRODUCT MAY BE IRRETRIEVABLE, UNRECOVERABLE AND/OR OTHERWISE UNUSABLE.

(3) DISCLAIMER CONCERNING SOLUTION PROVIDERS AND CERTIFIED CONSULTANTS. ANY AUTHORIZED CLICKNOLOGY SOLUTION PROVIDER, CERTIFIED CONSULTANT, RESELLER, INSTALLER OR CONSULTANT IS NOT AFFILIATED WITH CLICKNOLOGY IN ANY CAPACITY OTHER THAN AS A RESELLER, INSTALLER OR CONSULTANT OF CLICKNOLOGY'S PRODUCTS AND HAS NO AUTHORITY TO BIND CLICKNOLOGY OR MODIFY ANY LICENSE OR WARRANTY. CLICKNOLOGY MAKES NO REPRESENTATIONS, WARRANTY, ENDORSEMENT OR GUARANTEE WITH RESPECT TO THE SKILLS OR

QUALIFICATIONS OF ANY AUTHORIZED CLICKNOLOGY SOLUTION PROVIDER, CERTIFIED CONSULTANT, RESELLER, INSTALLER OR CONSULTANT AND YOU ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE SKILLS AND QUALIFICATIONS OF ANY AUTHORIZED CLICKNOLOGY SOLUTION PROVIDER, CERTIFIED CONSULTANT, RESELLER, INSTALLER OR CONSULTANT WITH WHOM YOU ASSOCIATE.

L. LIMITATION ON LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL CLICKNOLOGY OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SERVICE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, AND STRICT LIABILITY), BREACH OF CONTRACT, OR BREACH OF WARRANTY BY CLICKNOLOGY, AND EVEN IF CLICKNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CLICKNOLOGY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE REMEDY PROVIDED IN THE SERVICE LEVEL AGREEMENT, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICES PROVIDED BY CLICKNOLOGY SHALL BE AS PROVIDED IN THE SERVICE LEVEL AGREEMENT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

M. INDEMNIFICATION

(1) You agree to defend, indemnify, and hold Clicknology harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from:

- (i) any breach of Your covenants under this Agreement;
- (ii) Your use of the Service;
- (iii) all conduct and activities occurring under Your user ID and password;
- (iv) any item or service sold or advertised in connection with Your Content or Your information and data;
- (v) any defamatory, libelous or illegal material contained within Your Content or Your information and data;
- (vi) any claim or contention that Your Content or Your information and data infringes any third party's patent, copyright or other intellectual property rights or violates any third party's rights of privacy or publicity; and
- (vii) (vii) any third party's access or use of Your Content or Your information and data.

Clicknology reserves the right, at its own expense, to participate in the defence of any matter otherwise subject to indemnification from You, but shall have no obligation to do so. You shall not settle any such claim or liability without the prior written consent of Clicknology, which shall not be unreasonably withheld.

(2) Clicknology will defend You against all costs and losses arising out of any action by a third party against You involving an alleged Infringement, including reasonable attorneys' fees, unless the Infringement is caused by:

- (a) compliance with designs, plans or specifications of Yours;
- (b) use of the Service in an environment other than as specified in the Documentation;
- (c) modification of the Service by any person other than Clicknology;
- (d) use of third party goods in combination with the Service; or
- (e) information, service or technical support furnished by a third party.

If a preliminary or final judgment shall be obtained against Your use of the Service or any portion thereof by reason of any Infringement or, in Clicknology's sole discretion, the Service is likely to become subject to a claim of Infringement, Clicknology shall at its option and expense:

- (i) procure for You the right to continue to license the Service as provided in this Agreement; or
- (ii) replace or modify the Service with a version that is non-infringing but performs substantially similar functions; or
- (iii) terminate this Agreement and issue You a refund of all Fees which You paid for the month in which this Agreement is terminated.

Clicknology's indemnity obligation set forth above is subject to Your providing written notification to Clicknology of any Infringement claim within ten (10) days of the date You receive actual notice of such claim. Clicknology shall control the defence in any such action and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof. You

shall, at Clicknology's request and expense, reasonably cooperate with Clicknology in any such defence and shall reasonably make available to Clicknology all those persons, documents (excluding attorney/client or attorney work product materials), and things required by Clicknology in the defence of any such action. You may, at Your expense, assist in such defence. The foregoing constitutes Clicknology's entire obligation, and Your exclusive remedy, in the event of an Infringement.

N. THIRD PARTY PROVIDERS

If You obtain any information and/or benefits from a third party (including third party offered services) through the Service, You understand that Your relationship with respect to such information and/or benefits is with the third party directly and not with Clicknology. In the event You assert a claim or claims relating to and/or implicating Your relationship with a third party, You will not assert any such claim or claims against Clicknology, even if Clicknology assisted in billing for the third party offering. You are solely responsible for Your dealings with any third party. You represent and warrant that You will comply with all applicable laws and regulations (including privacy laws and regulations) that relate to Your collection of information from third parties.

O. PRIVACY

If, and only if, Clicknology hosts Your Web site as part of the Service, You hereby expressly agree that Clicknology may distribute information regarding Your products and services and personally identifiable public information available on Your Web site to the Clicknology site's search engine and various other comparative shopping and search services partners, and create a database of public information about You or Your business and make that database available to our partners. Public information means information available to the public on Your web site, and may include the following: information about the products or services You offer through Your web site, Your operating hours, Your business address, Your URL, Your business contact information, and other similar information. In no event, however, will Clicknology disclose Subscriber Confidential Information as defined in Section P(2) below.

Clicknology will not actively monitor Your Content, but reserves the right to investigate complaints of a violation of a third party right. Clicknology will cooperate with those attempting to minimize Internet or telecommunications abuse and reserves the right to institute "filters" or other mechanisms for that purpose. Clicknology will cooperate with law enforcement authorities and will notify such authorities if it suspects that You are engaged in illegal activities. For more information regarding Clicknology's protection of Your information, please consult the Privacy Policy available at <https://stockanywhere.co.uk/privacypolicy.aspx> ("Privacy Policy"). Clicknology may in its sole discretion change the Privacy Policy from time to time by delivery of thirty (30) days' notice to You in accordance with Section S(j).

P. CONFIDENTIALITY

(1) Clicknology Confidential Information. For the purposes hereof, "Clicknology Confidential Information" shall mean any proprietary or confidential information owned or controlled by, or licensed to, Clicknology at any time during the term hereof, including, without limitation, the Service, the Software and all other computer software developed by or licensed to Clicknology (including all documentation, source and object code, screen shots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols), inventions (whether patentable or not), patents, patent applications, know-how, ideas, discoveries, compositions, products, schematics, databases, drawings, designs, proposals, photographs, samples, models, processes, procedures, data, information, manuals, reports, correspondence, notes, any item marked "confidential" or "proprietary," trade secrets, vendors, customers (including, without limitation, the identity of Clicknology's clients and their employees) and markets of Clicknology, business plans, opportunities, forecasts and strategies, pricing and costing information, finances and all other proprietary or confidential information related to the business or affairs of Clicknology. Clicknology Confidential Information shall not be disclosed or disseminated to any third party, except for information which:

- (a) is known to You at the time of disclosure to You by Clicknology;
- (b) has become publicly known through no wrongful act of Yours;
- (c) has been rightfully received by You from a third party without restriction on disclosure and without breach of any agreement with Clicknology;
- (d) has been independently developed by You without the use of Clicknology Confidential Information, as evidenced by appropriate documentation;
- (e) has been approved for release by Clicknology in writing, at Clicknology's sole discretion; or
- (f) is required to be disclosed by You pursuant to a court order or similar mandate, provided that Clicknology shall first have been given the opportunity to seek a protective order protecting the Clicknology Confidential Information.

Notwithstanding anything herein to the contrary, any Clicknology Confidential Information which is disclosed or disseminated to any third party shall nevertheless remain Clicknology Confidential Information.

You acknowledge that You may be furnished, receive or have access to Clicknology Confidential Information. You agree to preserve and protect the confidentiality of the Clicknology Confidential Information and all physical forms thereof, whether disclosed to You before or after the Effective Date. You shall not disclose or disseminate the Clicknology Confidential

Information to any third party without the written consent of Clicknology, and shall not use the Clicknology Confidential Information for Your own benefit or for the benefit of any third party, except to the extent permitted by the laws governing Your use of the Hosted Software. Upon Clicknology's request, You shall return to Clicknology all copies of the Clicknology Confidential Information in Your possession or control.

(2) Your Confidential Information ("Subscriber Confidential Information"). For the purposes hereof, "Your Confidential Information" shall mean any proprietary or confidential information owned or controlled by You during the term hereof and stored or processed in the Service, including without limitation, all data, text, content, information, manuals, reports, correspondence and notes. Clicknology shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Subscriber Confidential Information to any third party, except for information which:

- (a) is known to Clicknology at the time of disclosure to Clicknology by Subscriber;
- (b) has become publicly known through no wrongful act of Clicknology;
- (c) has been rightfully received by Clicknology from a third party without restriction on disclosure and without breach of any agreement with Subscriber;
- (d) has been independently developed by Clicknology without the use of Proprietary Information, as evidenced by appropriate documentation;
- (e) has been approved for release by Subscriber in writing, at Subscriber's sole discretion; or
- (f) is required to be disclosed by Clicknology Software pursuant to a court order or similar mandate, provided that Subscriber shall first have been given the opportunity to seek a protective order protecting the Subscriber Confidential Information.

Notwithstanding anything herein to the contrary, any Subscriber Confidential Information which is disclosed or disseminated to any third party shall nevertheless remain Subscriber Confidential Information.

Clicknology acknowledges that it may be furnished, receive or have access to Subscriber Confidential Information. Clicknology shall implement commercially reasonable security measures designed to preserve and protect the confidentiality of the Subscriber Confidential Information and all physical forms thereof. Clicknology shall implement commercially reasonable security measures designed to prevent the disclosure or dissemination of Subscriber Confidential Information to any third party without the written consent of Subscriber, and shall not use the Subscriber Confidential Information for Clicknology's own benefit or for the benefit of any third party.

Q. TERMINATION

Clicknology may terminate this Agreement either

(1) on thirty (30) days' written notice to You prior to the expiration of the Subscription Term or any Renewal Term, in which case this Agreement will be deemed terminated as of the end of such term,

(2) upon Your breach of this Agreement, as follows:

(a) If You breach this Agreement by engaging in conduct which is criminal, tortuous, fraudulent, malicious, or violates the Amazon Acceptable Use Policy, or which infringes any privacy or intellectual property right of Clicknology or any third party, Clicknology may in its sole discretion terminate this Agreement and/or Your access to the Service immediately without notice to You and without any opportunity for You to cure such breach; or

(b) If You breach this Agreement in any other manner, Clicknology may in its sole discretion terminate this Agreement and/or Your access to the Service following delivery to You of thirty (30) days' written notice of such breach and opportunity to cure; provided, however, that upon Your third breach of this Agreement for any reason, if You received notice and an opportunity to cure regarding the previous two (2) breaches, Clicknology may terminate this Agreement and/or Your access to Service immediately, without notice or opportunity to cure.

The termination of this Agreement will terminate Your access to the Service. Clicknology shall not be liable to You or to any third party for termination of the Service for any reason. The termination of this Agreement does not relieve You of Your obligation to pay

- (i) any Fees accrued or payable to Clicknology prior to the effective date of termination of this Agreement and
- (ii) any Fees owing under Section F of this Agreement for the remainder of the term hereof.

Upon termination of this Agreement or in the event that Clicknology ceases to do business for any reason, Clicknology will, at Your request, provide You with access to Your data files. Clicknology may, thirty (30) days or more after termination of this Agreement, delete Your data files from our System. Clicknology will maintain copies of Your data files and records for archival purposes only as part of our routine data back-up practices, which copies shall be, at Your request and expense, deleted and transmitted to You. Upon termination of this Agreement, provisions which by their nature would be expected to survive termination shall survive and remain in full force and effect in accordance with their terms.

R. NOT FAULT TOLERANT

The Software may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including, without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Clicknology expressly disclaims any express or implied warranty of fitness for High Risk Activities.

S. MISCELLANEOUS

(a) Export Control Compliance. You agree to abide by U.K. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization.

(b) Independent Contractors. This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between You and Clicknology. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

(c) Non-Solicitation. Neither party will solicit the employees of the other party during the term of this Agreement or for a period of one (1) year thereafter.

(d) No Assignment. Your rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without the prior written consent of Clicknology

(e) Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulation of any government having jurisdiction over the parties hereto, to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect according to its terms.

(f) Applicable Law, Jurisdictional Matters. Except as otherwise agreed to in writing by the parties, this Agreement shall be exclusively governed by and construed in accordance with the laws of the England, United Kingdom, without giving effect to its conflict of laws principles. English courts in United Kingdom, shall have exclusive jurisdiction for disputes arising out of this Agreement. You expressly consent to (I) the jurisdiction of such courts; and (II) service of process being effected upon You by registered mail sent to the address You provide Clicknology in conjunction with Your subscription for services, as may be changed from time to time by written notice actually received by Clicknology. Unless prohibited by the law of Your jurisdiction, You waive any requirement that service of process or of any documents be made upon You pursuant to the provisions of the Hague Convention. The official language of this Agreement shall be English and all reports, notices and communications shall be in the English language.

(g) Force Majeure. Except for payments due hereunder, neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure") including, but not limited to, acts of God (such as fire, flood, storm, earthquake), wars, hostilities, acts of terrorism and/or other intentional, malicious acts, revolutions, riots, civil commotion, national emergency, embargoes, epidemics, force of nature, explosion, any law, proclamation, regulation, ordinance or other act or order of any civil or military authorities, accidents, breakdown of equipment or network components not under the control or responsibility of the party asserting Force Majeure, shortages of materials, fuel or energy crises, labour disputes, or denial of or delays in processing of export license applications. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days.

(h) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver, or continuing waiver, of such rights. Rights may only be waived hereunder in a writing signed by both parties.

(i) Entire Agreement; Amendment. This Agreement and its Exhibits or Addenda, if any, are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous agreements, communications, representations and understandings (both written and oral) regarding such subject matter. Except as expressly provided herein, this Agreement may only be modified by a written document executed by both parties.

(j) Notices and Electronic Communications. All notices permitted or required under this Agreement may be sent by e-mail, fax, express mail, mail, or registered mail to the e-mail address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

NOTE: To the extent You also license Microsoft products from Clicknology in connection with the Service, the Microsoft End User License Terms apply.

CLICKNOLOGY CUSTOMER CONTACT

If you have any questions concerning these terms and conditions, please call 0208 09 999 09 or write to us at: Clicknology, Suite 105, 4a Shenley Road, Borehamwood, Herts, WD6 1DL.

StockAnywhere / InvoiceAnywhere, UK Customer Contact Details

United Kingdom: 0208 09 999 09

International Support email: support@invoiceanywhere.co.uk

StockAnywhere / InvoiceAnywhere Service Level Agreement (SLA)

This StockAnywhere / InvoiceAnywhere Service Level Agreement (the "SLA") supplements the StockAnywhere / InvoiceAnywhere Subscription Agreement (the "Subscription Agreement"), and together such documents, and others referenced within the Subscription Agreement, form a binding agreement (the "Agreement") between Clicknology LTD ("Clicknology") and Customer. The terms defined in the Subscription Agreement will have the same meaning when used within this SLA.

I. Server Uptime

Individual servers will 99.95% Uptime. "Uptime" refers to the Customer having Service Access, as defined in Part II, Section A, below.

II. Service Access

A. "Service Access" means the Customer has connectivity to the Service with no Service Failures, as defined in this Part II, Section B, below. Any troubleshooting of incidents will check for Service Access, and will constitute the entire effort regarding network access and performance.

B. "Service Failure" or "Failure" means an unscheduled period, not including maintenance scheduled by Clicknology or upgrades or maintenance performed by Customer, during which all of the Service does not function. Examples of Services Failures include, but are not limited to:

- (a) power interruptions;
- (b) hardware problems such as failures to a hard drive or power supply;
- (c) and/or failures to the Elastic Block Store ("EBS") or S3 storage systems supporting Customer servers.

III. Persistent Storage

A. Clicknology will make reasonable efforts to ensure that all customer storage is persistent.

B. In the event of a Service Failure, Clicknology will attempt to return the Customer server to service in the same region as it was prior to the Service Failure, including, but not limited to, the recovery and/or restoration of one (1) or more of the following:

1. Networking configuration such as public and private IP addresses;
2. Operating system and existing configuration;
3. StockAnywhere / InvoiceAnywhere application software and customizations; and/or
4. Data.

C. Clicknology is not required to use more than commercially reasonable efforts to recover and/or restore those items listed above in Part III, Section B(1-4), and Clicknology will determine, in its sole discretion, the extent of effort appropriate to recover Customer environments and/or data. Clicknology provides two (2) levels of data backup – a local SQL backup as well as a backup to Amazon's storage area network. There are no additional costs for recovering data from either backup source.

IV. Cloud Storage

A cloud storage failure occurs when Customer cannot retrieve data because of problems with hardware and software within Clicknology's control. Data retrieval issues caused by problems connecting to the Service that are beyond Clicknology's control, including, without limitation, problems on the Internet, do not constitute Service Failures and therefore are not covered by this SLA.

V. Server Reboot

A. The Service includes a process for rebooting each virtual server should the system become unavailable.

B. If Customer requests a manual reboot (meaning a reboot for Customer's maintenance and upgrade purposes), Clicknology will use its best efforts to fulfil the request within fifteen (15) minutes.

VI. Support Response Time

A. EMERGENCY Cases – Fifteen (15) minutes. The following constitute EMERGENCY categories: (a) Server down, and/or (b) a routing issue.

B. All other Cases – Two-hundred and forty (240) minutes.

C. A tracking number will automatically be provided to Customer promptly after the opening of a case with Clicknology StockAnywhere / InvoiceAnywhere Support (“Support Case”), and a human support engineer will review the support request within the timeframe listed above. Clicknology reserves the right to reclassify any Support Case misclassified as falling into one of the EMERGENCY categories listed above in this Part VI, Section A, and such Support Case will not qualify for EMERGENCY treatment. Anticipated resolution and repair times are not addressed within this SLA due to the fact that such timeframes will vary on a case-by-case basis.

VII. Remedies for Failure

A. Service Credits

(1) In the event of a Failure, Clicknology will provide Customer with a Service Credit (as defined in this Part IX, Section A(2), below), pursuant to the provisions, requirements, and limitations of this SLA, including Parts IX through XI.

(2) A Service Credit is a credit equivalent to one-hundred percent (100%) of Customer’s fees for the impacted Service feature for the duration of the Failure. (By way of example, a Failure lasting seven (7) hours would result in Service Credit of seven (7) hours of free service for the feature in question, and a Failure lasting fifteen (15) minutes would result in a fifteen (15)-minute Service Credit). No Service Credit will exceed one-hundred percent (100%) of Customer’s fees for the Service feature in question for the then-current billing month. The Service Credit is calculated based on the duration of the Failure, which begins (a) when an automated alert is received by Clicknology, or (b) when Customer opens a Support Case, and ends when the Failure is remedied as verified by the Customer.

B. Limitations & Warranty Disclaimer

The remedies set forth in this SLA are Customer’s sole and exclusive remedies for any Failure, including without limitation for any breach of warranty, except as specifically set forth in the Agreement.

VIII. Service Credit Requirements

Each of the following requirements must be fulfilled by Customer in order for Customer to obtain a Service Credit:

A. Customer must open a Support Case during the Failure in question. Customer may open a Support Case via any of the following methods: (a) by accessing the Customer Support Portal, the technical support portal used to submit web Support Cases; (b) by calling Customer Support, at 0208 09 999 09; or (c), if after business hours, by sending an email to Clicknology Operations, at support@invoiceanywhere.co.uk. In opening a Support Case, Customer will provide complete, relevant information regarding the nature of the problem, including information reasonably necessary for diagnosis and correction. A Clicknology representative may also, in his or her sole discretion, opt to open a Support Case for Customer.

B. During the Go-Live Process, Customer must provide Clicknology with accurate and complete information regarding designated points of contact. Customer must also notify Clicknology of any changes to the contact information.

C. Customer must provide Clicknology with accurate passwords for maintenance and repair use by Clicknology engineers.

D. Customer must request any Service Credits within one-hundred and twenty (120) hours after the resolution of the Failure.

IX. Service Credit Limitations

A. The minimum period of Failure that triggers Customer’s eligibility for a Service Credit is fifteen (15) minutes. Periods shorter than fifteen (15) minutes will not be aggregated. The maximum Service Credit for any single Failure is equivalent to no more than one (1) months’ worth of Service fees. In the event that multiple periods of Failure overlap, Service Credits will not be aggregated, and Customer will receive a Service Credit only for the longest such period of Failure. Clicknology reserves the right to withhold issuance of multiple Service Credits for a single incident. However, in the event that a single incident calls for Service Credits pursuant to multiple Parts of this SLA, Clicknology may determine, in its sole discretion, which Service Credits to award, so long as Customer’s Service Credits during any given calendar year do not collectively exceed the equivalent of two (2) months’ worth of Service fees. The period of Failure for Server Uptime, Access to Service, and Domain Name Services (Parts II, IV, and VIII above) begins (a) when an automated alert is received by DNS, or (b) when Customer opens a Support Case, and ends when the Failure is remedied.

B. In the event that Service Credits for any calendar month exceed twenty-five percent (25%) of Clicknology’s revenues for such period, Clicknology reserves the right to reduce and pro-rate the value of Service Credits given to all Customers for such period. The foregoing references to “Clicknology’s revenues” and “all Customers” refer to exclusively to those revenues and customers from Internet hosting services sold under the “Clicknology” brand. Nothing herein will be construed to require that Clicknology disclose its confidential financial information to Customer or to any third party.

C. Service Credits available pursuant to this SLA apply only to future service delivery. Clicknology is not required to provide refunds. If Customer retains a Service Credit balance on termination of the account in question, such Service Credit balance is forfeited. Notwithstanding the foregoing, Service Credits will not be applied against fees for professional services, bundled support, and/or setup fees. If an outage occurs at the end of an Agreement term, Customer may extend the term of the

Agreement by the amount of the resulting Service Credit.

D. Notwithstanding any provision to the contrary in this SLA, the following do not constitute Failures: (1) downtime during scheduled maintenance or Emergency Maintenance (as defined below) periods; (2) outages caused by acts or omissions of Customer, including its applications, equipment, or facilities, or by any use or user of the Service authorized by Customer; (3) outages caused by hackers, sabotage, viruses, worms, or other third party wrongful actions, so long as Clicknology took commercially reasonable actions to prevent such wrongful actions; (4) DNS issues beyond Clicknology's control; (5) outages resulting from Internet anomalies beyond Clicknology's control; and (6) outages resulting from force majeure events including, but not limited to, the following: acts of God (such as fire, flood, storm, earthquake), wars, hostilities, acts of terrorism and/or other intentional, malicious acts, revolutions, riots, civil commotion, national emergency, embargoes, epidemics, force of nature, explosion, any law, proclamation, regulation, ordinance or other act or order of any civil or military authorities, accidents, breakdown of equipment or network components not under the control or responsibility of the party asserting force majeure, shortages of materials, fuel or energy crises, labour disputes, or denial of or delays in processing of export license application. This SLA does not apply to any unavailability, suspension or termination of the Service, or any other Service performance issues that may result from suspension of Service as a result of a breach by Customer of the Agreement.

E. "Emergency Maintenance" refers to any corrective action intended to remedy conditions likely to cause a Failure, as determined by Clicknology, in its sole discretion. Emergency Maintenance may include, but is not limited to, actions intended to address hardware or software failures and/or viruses/worms. Whenever possible, Clicknology will use commercially reasonable efforts to notify Customer prior to interrupting Service in order to perform Emergency Maintenance. Interruption of Service during periods of Emergency Maintenance does not constitute a Failure.