INFUSE CONSULTING LIMITED

SOFTWARE EVALUATION LICENSE AGREEMENT

PLEASE READ THIS EVALUATION LICENSE AGREEMENT BEFORE EVALUATING OR INSTALLING THE PRODUCTS.

The terms of this Software Evaluation Agreement govern any agreement entered into by Infuse Consulting Limited. ("Infuse") and the End-Customer ("Purchaser" or "User") under which the Customer is evaluating Infuse Products ("Products") from Infuse AND under which Infuse provides, or continue to provide the Products to the End-Customer.

1. LICENCE(S).

1.1 **Evaluation Licence Grant Only** Subject to the terms and conditions of this Agreement, Infuse grants to Customer, a perpetual, non-exclusive, non-transferable right and license, solely to the object code version of the Products and without the right to grant or authorize sublicenses or to further distribute the Products: (i) to install the Products on up to one (1) machines for each User (however, only one copy may be used by each User at a time); (ii) for Users to use the Products solely for non-production use for evaluation purposes only without the use of any end user specific application, data or processes ("Evaluation Licenses")

Notwithstanding anything contrary in this Agreement, all evaluation copies of the Licensed Product are provided by Infuse "AS IS" with no warranties, intellectual property infringement indemnity or Support, and the term of each License is limited to thirty (30) days unless an extension is Granted by Infuse .

1.2 **Licence Restrictions**. The Customer shall not, whether itself, or through any parent, subsidiary, affiliate, agent or any other corporate or natural person (i) sell, lease, licence, distribute, sub-licence or otherwise transfer in whole or in part, any Products or provide the related software or the documentation thereto to a third party; (ii) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will the Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so, except to any relevant legal or regulatory requirements on the Customer to do so. In the event of any legal or regulatory requirements requiring the Customer to do anything specified in (i) or (ii), the Customer shall first advise Infuse, giving 30 days' notice of any such requirements, and shall provide all and any reasonable information, as requested by Infuse, to enable Infuse to investigate and assess the Customer's claim and for Infuse to agree or otherwise or provide alternatives that may mitigate or negate any impact on Infuse's intellectual property or other rights. Further, the Customer shall not (iii) allow access or permit use of any Products by any users other than those authorised by the end-Customer; (iv) create, develop, licence, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Products or any additional licensing terms provided by Infuse via documentation, notification, and/or policy change advised by Infuse, or the terms of this Agreement; (v) modify or create derivative works based upon the Products; (vi) disclose the results of any benchmark test of the Products to any third party without Infuse's prior written approval, or (vii) create, modify, or change the behaviour of, classes, interfaces, or subpackages that are in any way identified within the Products. Products are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

1.3 **Audit, Rights & Records**. The Customer agrees to keep accurate records as to its installation and use of the Products, as authorized under this Agreement, for at least two (2) years after the expiration or termination of this Agreement. Infuse shall be entitled to ask for such details of installation and use of the Products at any time during the period when the Customer is obliged to maintain such records and shall be entitled to check such records for completeness and accuracy, in order to verify that the Products have been properly used by the Customer in accordance with the terms of this Agreement and that the Customer has paid the applicable licence fees and support services fees for the Products. The Customer agrees that it shall promptly pay to Infuse any underpayments revealed by any such audit. Any such audit will be performed at Infuse's expense, provided, however, that the Customer shall promptly reimburse Infuse for the cost of such audit and any applicable fees if any such audit reveals an underpayment by the Customer of more than five percent (5%) of the fees payable by the Customer to Infuse for the period audited.

1.4 **Copyright & Conditions of Use for Products**. Products are licensed to the Customer under the terms of any applicable third-party conditions and/or copyright notices that may, if so utilised by Infuse, be found in licence files, documentation or any other materials accompanying the Products. Copyrights over the Products may also, if so utilised by Infuse, be indicated in copyright notices in the corresponding source files or in other materials accompanying the Products.

2. DISCLAIMER

INFUSE MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE

SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT. INFUSE DOES NOT WARRANT THAT THE SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE PRODUCTS ARE DESIGNED TO MEET THE CUSTOMERS BUSINESS REQUIREMENTS. INFUSE HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, SUPPORT SERVICES, DELIVERABLES, WORK PRODUCT, PRODUCTS, THE DOCUMENTATION OR ANY MATERIALS FURNISHED OR PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

3. **NON-SOLICITATION.** The Customer and the Customer's Affiliates may not hire, or directly or indirectly solicit or employ, any employee or contractor of Infuse who is or was involved in the development, use or provision of the Services or any part of the Products to the Customer, without the prior written consent of Infuse, for a period of: (i) two (2) years after the termination of this Agreement, or (ii) during the time the employee is employed by Infuse and for a period of one (1) year thereafter, whichever is later.

4. MISCELLANEOUS.

4.1 Assignment.

Infuse may, upon written notice to the Customer, assign these Terms, inclusive of any Transaction Document or other documents detailing the work to be done thereunder, together with any of its rights or interests thereunder, inclusive of any terms and conditions, and may delegate any of its obligations thereto, to a successor pursuant to a merger, consolidation or sale, or to an entity which acquires all or substantially all Infuse's assets or business. In addition, Infuse may delegate the performance of certain Services to third parties, provided Infuse (i) obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed) and, (ii) controls the delivery of such Services and remains responsible for the delivery of such Services.

In addition to Infuse's rights pursuant to the foregoing, Infuse may, with the Customer's prior written consent (such consent not to be unreasonably withheld or delayed) assign its rights and obligations under any Transaction Document entered into under the Terms of this Agreement. These Terms shall then apply in full to any assignee. The Customer may assign its rights and obligations under these Terms and any Transaction Document (i) to any holding company or subsidiary thereof (as such terms are defined in section 1159 of the Companies Act 2006), or (ii) in the event of any sale of its business or similar event. These Terms shall then apply in full to any assignee.

4.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, or by email properly acknowledged by the personnel of the other Party, or (c) sent by overnight air courier. Where posted, any such notice must be fully prepaid to the appropriate address set forth below. Either party may change its address for notice from any given in any relevant agreement or transaction document by notice to the other party given in accordance with this Section. Notices shall be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail or communicated as set forth above, or two (2) days after delivery to an overnight air courier service. Notices shall be sent as follows:

If to Infuse:
Infuse Consulting Limited
QEII Conference Centre,
Broad Sanctuary,
London,
SW1P 3EE

Attn: Nalin Parbhu, Managing Director

If to the Customer:
To the address as provided by the Customer in writing in this Agreement or any purchase order or relevant transaction document - for the Attn of the relevant person named by the Customer.

4.3 No Warranties. No employee, agent, or representative of Infuse has authority to bind Infuse to any oral representations or warranty concerning the Products. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

4.4 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes,

lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

4.5 Waiver.
Neither party's failure to exercise or delay in exercising any of its rights under these Terms will constitute or be deemed a waiver or forfeiture of those rights.

4.6 Severability. If any provision in this Agreement (including, without limitation, the prohibition on de-compiling or reverse engineering) is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent possible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

4.7 Government Regulations. The Customer may not export or re-export the Products except in compliance with the relevant UK regulations pertaining to export or re-export and the related rules and regulations and any similar non-UK government restrictions, if applicable. The licensed software products and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively.

4.8 Language. This Agreement is in, and shall be interpreted as being in, the English language only.

4.9 Publicity. The Customer agrees that Infuse may, with the Customer's prior written consent (such consent not to be unreasonably withheld or delayed) reference the Customer and End-Customer as a customer of Infuse, subject to any Customer trademark and logo usage guidelines provided by the Customer. Infuse will work with Customer to ensure any referencing is complicit with legal guidelines as they maybe at the time including sharing reference material with Customer.

4.10 Confidential Information. The Receiving Party shall not: (i) disclose any Confidential Information to any third party, except as otherwise expressly permitted herein; (ii) make any use of Confidential Information except: (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties' on-going business relationship; or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party is liable for all acts and omissions of its employees and consultants to the extent that such act or omission would be a breach of this Agreement if done by Receiving Party. The Receiving Party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. The Receiving Party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the Receiving Party provides prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The Receiving Party shall protect Confidential Information in the manner provided herein for five (5) years after receipt thereof, unless such obligation ceases earlier pursuant to this Section. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence in connection with an actual or proposed merger, acquisition, or similar transaction. Particular terms and conditions may apply to the treatment of confidential information under a separate NDA between the Parties. Where so, the terms in any such NDA shall prevail over this Agreement.

4.11 Governing Law. This Agreement will governed by the laws of England and the parties hereby irrevocably consent to the exclusive jurisdiction of the English Court(s).

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, except as agreed in any transaction document or purchase agreement for the Products, which may add or confirm terms but over which this Agreement shall prevail in the event of conflict except as noted specifically in Clauses hereof. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

By EVALUATING the Products and confirming via installation acceptance of the Terms & Conditions for the Products, the Customer agrees that it assents and accepts in full the evaluation terms in this licence.

APPENDIX 1: GLOSSARY OF TERMS

"Affiliate" means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this Agreement, "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.
"Applications" means the computer software developed and/or supplied as part of the Product(s).
"Confidential Information" means information or materials provided by one party ("Disclosing Party") to the other ("Receiving Party") which are identified as being confidential at the time of disclosure. The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding Infuse pricing, product roadmaps and strategic marketing plans. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party; or (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party.
"Connectors" means any extensions that allow the Products to be integrated with third party software services.
"Customer", which shall mean both the Customer and any End-Customer or user of the Products
"**Documentation**" means any end user manuals or on-line help files regarding the use of the Products that accompany the Products, as revised by Infuse from time to time.
"Error" means a failure in the Product to materially conform to the specifications as described in the applicable Documentation.
"**Maintenance Fix**" means a later Minor Release of the Product
"Order Form" or "SOW" means the document executed by Infuse and Customer to supply the Products.
"**Products**" means the Infuse Products licensed under this Agreement.
"**Release**" means commercially released code corrections, patches, and minor version releases of the Products "**Support Services**" means the support services described in Appendix 1.
"**Upgrade**" means a Release, Minor Release, or Maintenance Fix of the Product.
"**User"** means a customer licensed to use the Products but not for allowing further access, sublicensing or distribution to third parties, except as authorized in this Agreement.