



SPECIFIC TERMS AND CONDITIONS FOR TRIALS OF LYNQ | MES SOFTWARE

1. DEFINITIONS

Capitalised terms used in this document are defined in the Glossary at the end of this document.

2. LICENSE GRANT

This Trial License Agreement is entered into for the sole purpose of allowing Licensee to evaluate LYNQ SOFTWARE products and accompanying DOCUMENTATION (collectively, the "Trial System"). LYNQ hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Trial System, including any modified or enhanced versions thereof provided to Licensee by LYNQ, at no cost, for a 30-day trial period beginning on day after system training has been delivered and ends 30 calendar days thereafter (the "Trial Period").

3. RETURN OF TRIAL SYSTEM

Within 30 calendar days of the end of the Trial Period Licensee shall return to LYNQ all SOFTWARE and DOCUMENTATION included in the Trial System (or, at LYNQ's sole discretion, destroy all such SOFTWARE and DOCUMENTATION and certify in writing to LYNQ that said SOFTWARE and DOCUMENTATION have been destroyed).

4. LIMITED WARRANTY

LYNQ warrants that it has the right to grant temporary use by Licensee of the Trial System. LYNQ makes no other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

LYNQ's aggregate liability for damages arising out of or in connection with this Trial License Agreement, the performance of the trial system, or LYNQ's performance of services, shall not exceed GBP £1. Without regard to whether a claim is based on contract or tort, including negligence in no event shall LYNQ or its suppliers be liable for any indirect, special, incidental or consequential damages, including, without limitation, damages resulting from loss of profits, data or business arising out of or in connection with this Trial License Agreement, even if LYNQ has been advised of the possibility of such damages.

5. PROPRIETARY RIGHTS

Licensee acknowledges that LYNQ retains all right, title, and interest in the Trial System and in all copies thereof, and no title to the Trial System, or any intellectual property or other rights therein, are transferred to Licensee by virtue of this Trial License Agreement other than as specified herein.

Licensee shall not without the express prior written consent of LYNQ duplicate, copy or reproduce the Trial System except for use on a single computer. In the event LYNQ authorises Licensee to make copies of the Trial System, Licensee shall reproduce LYNQ's copyright and other proprietary rights notices or legends on all copies thereof. Licensee agrees not to cause or permit the reverse engineering, reverse assembly or reverse compilation of the LYNQ Software, or otherwise attempt to derive source code from the LYNQ Software.

6. CONFIDENTIALITY

6.1 Licensee Confidential Information

Licensee acknowledges that the Trial System is unpublished and contains proprietary and confidential information of LYNQ, which LYNQ considers to constitute valuable trade secrets. In addition, Licensee may also be provided with or be exposed to confidential information of third parties with which LYNQ conducts business. The confidential information of LYNQ and third parties is called collectively "Confidential Information." In recognition of the foregoing, Licensee covenants and agrees:

- a. That Licensee will keep and maintain all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorised use or disclosure;
- b. That Licensee will not, directly or indirectly, disclose any Confidential Information to any third party, except with LYNQ 's prior written consent;
- c. That Licensee will not make use of any Confidential Information for its own purposes, such as creation of a competitive product; or for the benefit of anyone or any other entity other than LYNQ;
- d. That (i) on termination of discussions with LYNQ, or (ii) if LYNQ is engaged to perform services for Licensee, upon completion of the engagement, or (iii) at any time LYNQ may so request, Licensee will deliver promptly to LYNQ or, at LYNQ 's option, will destroy all memoranda, notes, records, reports, media and other documents and materials (and all copies thereof) regarding or including any Confidential Information which Licensee may then possess or have under its control; and
- e. That Licensee will take no action with respect to the Confidential Information that is inconsistent with its confidential and proprietary nature.

Licensee shall be permitted to disclose the Confidential Information only as follows:

- a. To its employees and agents ("Employees") having a need to know such information in connection with this Trial License Agreement (and in any event Licensee shall be responsible for all Employees' compliance with the terms of this Trial License Agreement); and
- b. If disclosure is required by law, but in such event Licensee shall notify LYNQ in writing in advance of such disclosure, and provide LYNQ with copies of any related information so that LYNQ may take appropriate action to protect the Confidential Information.

6.2 LYNQ Confidential Information

For purposes of this Trial License Agreement, Confidential Information shall include, but not be limited to, all business information of LYNQ, including the following:

- a. All information and data related to the SOFTWARE and DOCUMENTATION;
- b. All information relating to LYNQ 's planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods;
- c. All information regarding LYNQ 's product strategies, customer lists, sales, profits, organisational restructuring, new business initiatives and financial information; and
- d. Confidential information of third parties with whom LYNQ conducts business. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes generally known to the public not as a result of a disclosure by Licensee, (ii) is rightfully in the possession of Licensee prior to disclosure by LYNQ or (iii) is received by Licensee in good faith and without restriction from a third party not under a confidentiality obligation to LYNQ and having the right to make such disclosure. Licensee acknowledges that the disclosure of Confidential Information may cause irreparable injury to LYNQ and damages which may be difficult to ascertain. LYNQ shall, therefore, be entitled to injunctive relief upon a disclosure or threatened disclosure of any Confidential Information, without a requirement that LYNQ prove irreparable harm, in addition to such other remedies as may be available at law or in equity. Without limitation of the foregoing, Licensee shall advise LYNQ immediately in the event that it



learns or has reason to believe that any person or entity which has had access to Confidential Information has violated or intends to violate the terms of this Trial License Agreement.

In addition, Licensee shall not release the results of any evaluation or benchmark of the Trial System to any third party without the express prior written consent of LYNQ.

7. INDEMNIFICATION

LYNQ agrees to defend Licensee from and against any claim or action based on any alleged infringement of any Worldwide patent, copyright, trade secret or other proprietary right as a result of the use of the Trial System according to the terms and conditions of this Trial License Agreement, and LYNQ agrees to indemnify Licensee from any costs and/or damages awarded against Licensee in any such infringement claim or action or settlement thereof; provided that: (i) LYNQ is promptly notified in writing of such claim, (ii) Licensee grants LYNQ sole control of the defence and any related settlement negotiations, and (iii) Licensee cooperates with LYNQ in defence of such claim.

Notwithstanding the foregoing, LYNQ shall have no liability to Licensee if the infringement results from:

- a. Use of the Trial System in combination with software not provided by LYNQ
- b. Modifications to the Trial System not made by LYNQ, or
- c. Use of other than a current release of the Trial System, if such infringement would have been avoided by use of a current LYNQ release. The foregoing states the entire liability of LYNQ with respect to infringement of any patents, copyrights, trade secrets or other proprietary rights by the Trial System or any part thereof.

8. TERMINATION

LYNQ may terminate this Trial License Agreement at any time with or without cause by giving written notice of termination to Licensee, effective on Licensee's receipt thereof. Anything to the contrary herein notwithstanding, immediately upon such termination Licensee shall return to LYNQ the Trial System, including all related documentation and all copies thereof.

9. WAIVER

The waiver or failure of LYNQ to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. The rights and remedies of LYNQ set forth in this Agreement are in addition to any rights or remedies LYNQ may otherwise have at law or in equity. If any provision of this Trial License Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

10. ASSIGNMENT

Neither party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other party.

11. GOVERNING LAW AND JURISDICTION

This Trial License Agreement and performance hereunder shall be governed by the laws of England and Wales without regard to conflicts of laws. Licensee and LYNQ hereby agree that the sole jurisdiction and venue for



any litigation arising from or relating to this Trial License Agreement shall be an appropriate court located in England.

12. SURVIVAL

All provisions hereof relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination of this Trial License Agreement.

13. ENTIRE AGREEMENT

This Trial License Agreement constitutes the entire agreement and understanding of the parties and supersedes and merges any and all prior proposals, understandings and agreements, oral and written, between the parties concerning the subject matter hereof.

GLOSSARY OF TERMS

"Agreement" means the agreement as defined in the Software Order Form.

"Documentation" means LYNQ's then-current technical and/or functional documentation which is delivered or made available to Licensee with the Software under this Agreement.

"Software" means (i) any and all software products licensed to Licensee under this Agreement as specified in Software Order Forms hereto, all as developed by or for LYNQ and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases, updates or versions thereof made available through unrestricted shipment pursuant to LYNQ Support or warranty obligation and (iii) any complete or partial copies of any of the foregoing.

"Software Order Form" means the order form for the Software, Third Party Software and related LYNQ Support ordered by Licensee thereunder, including information on Software, Third Party Software, LYNQ Support, fees, and other information necessary for the delivery of such items to Licensee.

"Third Party Software" means (i) any and all software products and content licensed to Licensee under this Agreement as specified in Software Order Forms hereto, all as developed by companies other than LYNQ and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases, updates or versions thereof made available through LYNQ Support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.