

PART IV

STANDARD SOFTWARE PRODUCTS, APPLICATIONS AND TECHNOLOGIES

1. Standard Software Products and Licensors

Standard software products to be supplied within the scope of this overall agreement include products from the following authors or copyright owners:

- | | |
|------------------------------|--------------------------|
| Atlas Business | <input type="checkbox"/> |
| Access Accounting | <input type="checkbox"/> |
| Albany Software | <input type="checkbox"/> |
| ProspectSoft CRM | <input type="checkbox"/> |
| One Click HR | <input type="checkbox"/> |
| Microsoft Corporation | <input type="checkbox"/> |
| Citrix Systems | <input type="checkbox"/> |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

2. Licence

The terms of supply of Standard Software products by Atlas Business either directly to end user customers or through dealership and agency arrangements are in Schedule A and are additional to the terms for other supplies and services covered elsewhere in this agreement. The terms of supply and use of Third Party Software are exclusively those determined by the relevant Licensor and as included within Schedule B hereto or as

notified to the Client with the paper and electronic documentation of the Licensor accompanying the Third Party Software. Any changes to such terms that may be made from time to time shall be the responsibility of the relevant Licensors and the Provider shall not be responsible to the Client in any circumstances for changes which affect conditions, suitability or charges for use or future upgrades.

3. Charges and Payment for Licences

The Standard Product licence fees and payment terms shall be as set out in Schedule C. Payment is due immediately on delivery, except where expressly stated otherwise in Schedule C.

4. Technical Support and Annual Fees for Standard Products

4.1 The annual licence fees listed in Schedules A and B for individual products include support at the level shown in Part V and form part of the total charge in Part V Schedule F.

4.2 The Provider does not undertake to provide any support or services under this Part IV concerned with product knowledge, training or generalised use of any products not included in Schedule B whether or not there are interactions between such products and those in Schedule B. This includes particularly but is not confined to computer operating systems, databases, administrative applications, tools and utilities.

PART IV SCHEDULES

SCHEDULE A: ATLAS BUSINESS STANDARD SOFTWARE PRODUCT LICENCE

LICENCE

Atlas Business plc of Globe House, The Gullet, Nantwich, Cheshire CW5 5RT. (Atlas Business plc) is the owner of the Software. This Software is made available to users under a non-exclusive licence. Supply is made through independent resellers, authorized by Atlas Business plc, (Dealer), who enter into an agreement with the Licensee to supply and support the Software. This document sets out the terms agreed between Atlas Business plc and the Licensee for the granting of this Software licence:

1. Initial Licence – This permits the Licensee to hold the Software only.
2. Annual Licence – This permits the Licensee to use of the Software for renewable, contiguous 12 month periods. The Annual Licence must be paid each year to permit continued use of the Software. The Software may not be used unless the Annual Licence is paid each year. The first Annual Licence period commences 1 month after the date of this document. The Software may be used by the number of concurrent user elements purchased. This licence covers the use of the Software on a single network server only. Use of the Software is limited to the processing of the Licensee's own accounting data, or the data of its holding, or subsidiary companies. The Annual Licence is only valid if the Licensee has a separate Support Agreement being in place with an Atlas Business plc authorized Dealer for the same period. The Software

comprises of a number of elements, (modules and/or users). This Licence is

deemed to cover the elements invoiced by the Dealer to the Licensee. Future purchases of additional elements that are invoiced will be included within this Licence upon payment of the invoice, and the inclusion of these additional elements within a separate Support Agreement.

CHARGES

Charges will be the subject of a separate contract of sale between the Licensee and the Dealer. Atlas Business plc have the right to vary the Annual Licence charges. Any variation to Annual Licence charge will only be made in line with a publicly available price list. Existing Licensees of the Software will not be disadvantaged compared with prices applied to new or prospective licensees when making comparable purchases.

PAYMENT TERMS

The Initial and Annual Licence charges must be paid by the Licensee prior to using the Software. Subsequent Annual Licence charges must be paid in advance of the new Annual Licence period commencing. Charges will be invoiced by, and paid to, the Atlas Business plc Authorized Dealer.

OWNERSHIP

All title, copyright, and other intellectual property rights in Atlas Business plc software and documentation shall remain vested in Atlas Business plc at all times. The Licensee will be permitted to make copies of the Software for the purposes of bona fide

operational purposes, security and backup only. No other copies may be made. The Licensee may not make any copies of the manual, or other documentation, without the written permission of Atlas Business plc. Atlas Business plc will provide additional manuals, at its discretion, at the published price, for the exclusive use of the Licensee only. The Licensee shall ensure that any copies of the Software or documentation are marked as proprietary to, copyright of, and licensed by, Atlas Business plc.

ASSIGNMENT

The Licence is personal to the Licensee. The Licensee shall not assign, transfer, lease, sell, or sub-licence the Software, or any of the rights or obligations under this Licence, or purport to do so. Transfer of the Licence may be permitted, at the discretion of Atlas Business plc. Such permission to be obtained by the Licensee in writing prior to any transfer and such permission not be unreasonably withheld. Atlas Business plc will consent to assignments to affiliates or the holding company of the Licensee. Any other transfer shall be void.

WARRANTY

Atlas Business plc warrant that the features will operate in accordance with the Atlas Business plc manual and on-line help, at the time of purchase and as revised from time to time. In the event that a feature does not operate in accordance with the most recent manual and on-line help, then the Licensee must provide notification in writing to Atlas Business plc with sufficient detail to enable Atlas Business plc to replicate the problem on the most current standard Software version. In the event that an error can be replicated by Atlas Business plc on the then current standard version, and on systems approved by Atlas Business plc, then Atlas Business plc will provide a correction within a new release that will be made available to the Licensee.

Provision of this warranty is dependent on the Licensee having a current and valid Annual Licence, and a separate Support Agreement with an Atlas Business plc Dealer. The warranty does not cover minor

errors that do not materially affect Software function. This warranty applies to standard (non-customized) Atlas Business plc Software only and replication of errors and corrections will only be made in relation to the standard version of the Atlas Business plc Software. Atlas Business plc has a policy of continual improvement and reserve the right to add, delete, and amend features within the Software without notice. The warranty and any remedy given in this clause is in lieu of any other condition, remedy, or warranty given whether expressed or implied by law as to the quality, or fitness for the purpose, of the Software insofar as such terms may lawfully be excluded.

PERFORMANCE

Software response times are subject to systems specification, and as such are not guaranteed or underwritten by Atlas Business plc. The Licensee is responsible for ensuring that the Software fully meets its business requirements and that the computer systems are compatible. Atlas Business plc take no responsibility for any representations made by the Dealer regarding the Software. If the Licensee identifies a feature documented, demonstrated, or discussed, that is critical to their business, or otherwise of material importance, they must obtain written confirmation of the feature, and its function, from Atlas Business plc.

YEAR 2000

The warranties in this clause, are made on the basis that the Licensee is using the Software in a hardware, operating systems, and software environment that is approved by Atlas Business plc, and is deemed by Atlas Business plc to have been correctly installed and configured. Year 2000 compliant shall mean the definition as described in the British Standards Institute document DISC PD2000-1.

Neither the performance nor the functionality of the Software will be affected by any changes to the Date Format caused by the advent of the year 2000. In particular; No value for current date will cause any interruption of the Software; Date-based

functionality will behave consistently for dates prior to, during, and after the Year 2000; in all interfaces and data storage, the century will be specified either explicitly or by the use of inferencing rules; where inferencing rules are used, any 2 digit year indicator between 00 and 79 will be treated as years between 2000 and 2079, other 2 digit year indicators will be treated as being between years 1980 and 1999 inclusive; the Year 2000 will be recognized by the Software as being a leap year. Atlas Business plc can only warrant the performance of the Software under this clause where the environment (this may include but is not limited to, hardware, network systems, databases, operating systems), in which the software runs is Year 2000 compliant.

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Atlas Business plc shall indemnify the Licensee against all reasonable costs, charges and expenses arising from any copyright infringement, or alleged copyright infringement action taken against it for using standard (non-customized) Atlas Business plc software. This indemnity is conditional upon the following; the Licensee must notify Atlas Business plc promptly in writing of any possible infringement or claim; make no admissions about the alleged infringement; allow Atlas Business plc to conduct all negotiations or litigation on behalf of the Licensee; give Atlas Business plc all reasonable assistance to deal with the case; permit Atlas Business plc to alter the Software to avoid infringement; take all reasonable steps to minimize any damages, costs, charges, and expenses. On the basis that the Licensee conforms to the conditions any costs incurred or recovered will be for Atlas Business plc' account.

EXCLUSION AND LIMITATION OF LIABILITY

The Licensee is solely responsible for any use made of the Software or documentation. Atlas Business plc shall not be responsible for any use of, or inability of the Licensee to use the Software. Atlas Business plc shall not be liable, in any circumstances, for any loss, damage, injury, (other than personal injury

or death resulting from negligence,) loss of profits, expense, or claim arising from or in connection with the use of, or the inability to use the Software or documentation. Atlas Business plc shall not be liable for any failure of performance by the Dealer or the Software. The Dealer has no authority to bind or give undertaking on behalf of Atlas Business plc. The Licensee must satisfy itself that the Software meets its requirements. Except in the case of personal injury due to negligence (for which no limit applies), any liability of any party in respect of an event or connected event shall be limited to 125% of the Atlas Business plc Initial Licence Fee paid. Atlas Business plc shall not be liable for any costs, losses or damages whatsoever, (including but not limited to, loss of data, loss of processing time, costs in re-inputting or restoring data, and financial losses), resulting from or arising out of the use, or inability to use the Software.

GENERAL RESTRICTIONS

The Licensee is prohibited from reverse engineering, disassembling, or decompiling the Software to the extent that such a prohibition is lawful. The Software is not developed or licenced for use in nuclear, aviation, mass transit, or medical application, or any inherently dangerous application. The Licensee is prohibited from entering data into the data files or data tables from an application other the Atlas Business plc Software, in such a manner that may compromise the integrity of the data. If the Licensee is entering data directly into Atlas Business plc Software data tables or files they must apply care and diligence and maintain a full audit trail of their actions. If the Licensee uses another application, that reads and/or writes data to the Atlas Business plc Software database or tables, (other than a spreadsheet or word processor), to replace the function of an available Atlas Business plc Software module, then the Licensee will pay to Atlas Business plc the Initial and Annual Licence fee that would be chargeable to procure such a module. The Licensee will permit, and give

assistance, at all reasonable times, to Atlas Business plc to verify that the Software is being used within the terms of the Licence.

CONFIDENTIALITY

The Software may be used by the employees of the Licensee, and any contractor authorized by the Licensee but in all cases the Licensee shall be responsible for keeping the Software and documentation confidential, and secure from any unauthorized party. The Licensee shall be responsible for ensuring that all authorized users of the Software comply with the terms of this Licence. The Licensee is specifically prohibited from allowing access to the Software by any agent, contractor, or person who may be regarded as a competitor to Atlas Business plc.

ANTI -VIRUS PRECAUTIONS

Atlas Business plc will use reasonable endeavours to prevent the introduction of a computer virus or other program code, which will damage the Software or any other system, operated by the Licensee. This will involve Atlas Business plc virus checking any supplied version of the Software. For its part the Licensee will check each release of the Software with the same diligence as outlined above.

NON-SOLICITATION

The Licensee shall not, on its own behalf or in conjunction with or on behalf of any other person, company or firm, solicit or entice away or endeavour to solicit or entice away from Atlas Business plc, any individual who is an employee, consultant or director of Atlas Business plc. In the case of a breach, then the Licensee will pay the offended party a fee equal to 12 months of the employee, consultant, or director's salary.

EXCLUSIONS

This Licence covers a permission to hold the Software (Initial Licence), and to use the Software (Annual Licence). All services, (e.g. installation, delivery, support, training) that may be related to the Software are excluded. Software related services shall be

the subject of a separate Support Agreement between the Licensee and the Dealer.

TERMINATION

The Licensee may terminate the Licence at any time by giving at least three months written notice to Atlas Business plc to take effect at the end of the current Annual Licence period. Licence fees are non-refundable. The Licensee or Atlas Business plc may terminate the Licence in writing if the other party is in material breach of the Licence terms. Termination will only take effect if the material breach is not remedied within 30 days of notification. Atlas Business plc may terminate the Licence immediately if the Licensee does not pay the Licence charges by the due dates to the Atlas Business plc authorized Dealer. In the event that the Annual Licence fee is not paid Atlas Business plc may terminate both the Annual Licence and Initial Licences. In the event of termination the Licensee shall cease to use the Software, remove all copies from its computers and magnetic media, and destroy all copies of the Programs and Documentation. Termination of the Licence shall not prejudice any rights of parties which have arisen before the termination date. Terms of the Licence shall continue after termination if, by their nature, they are intended to continue after that date.

FORCE MAJEURE

No party will be liable for failure to perform its obligations under the Licence if such failure results from circumstances beyond the party's reasonable control, provided that the affected party shall take all reasonable steps to anticipate such circumstances to reduce their impact.

WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of the Licence shall be deemed to be a waiver, or shall prejudice any right of that party under this Licence.

LAW AND ARBITRATION

This Agreement shall be subject to and construed and interpreted in accordance with English Law. Any dispute or difference in connection with this Agreement may be referred to arbitration by written agreement of all the parties. Otherwise it shall be subject to the jurisdiction of the Courts of England.

TERMS AND CONDITIONS

Wording imparting the singular shall include the plural, and vice versa. The terms and conditions of this Licence may only be varied with the agreement of Atlas Business plc, and the Licensee in writing. The terms and conditions of this Licence shall supersede all other terms and conditions including the Licensee purchasing terms.

PART IV SCHEDULE A *continued*

1. ATLAS BUSINESS PRODUCTS AND FEES

Products Supplied: Systems

Banking & Money Management System	<input type="checkbox"/>
Credit Management & Recoveries Cockpit	<input type="checkbox"/>
Quotations and Contracts Management System	<input type="checkbox"/>
Atlas Production Management and Inventory Suite	<input type="checkbox"/>
Demand Forecasting Procurement and Supplies Manager	<input type="checkbox"/>
Personal Time and Expense Capture and Bookings Manager	<input type="checkbox"/>
Documents, Originals, Scanning and Management System	<input type="checkbox"/>
Live Telephony Sales, Service and Response Manager	<input type="checkbox"/>
Contract Rentals/Service Management and Invoicing System	<input type="checkbox"/>
Financial Forecasts and Consolidations System	<input type="checkbox"/>

Modules / Functions

Purchase Proforma Requests	<input type="checkbox"/>	P11D data Accounts – Payroll	<input type="checkbox"/>
Price Matrix in Local Currencies	<input type="checkbox"/>	Cloning employee rejoiners	<input type="checkbox"/>
Manual Payments via Cheque / BACS	<input type="checkbox"/>	Promoting Vizual – Access Payroll	<input type="checkbox"/>
Bulk faxing AND emailing	<input type="checkbox"/>	Live Tapi CRM in Access	<input type="checkbox"/>
Cash VAT Accuracy	<input type="checkbox"/>	Auto Cash Allocator for Sales Ledger	<input type="checkbox"/>
Price Matrix Management / Profit Maximise	<input type="checkbox"/>		

Reports

Debtors and Creditors Reports	<input type="checkbox"/>	<input type="checkbox"/>
Profit Reports on Revenues	<input type="checkbox"/>	<input type="checkbox"/>
Budgets and Reforecasts for Nominals	<input type="checkbox"/>	<input type="checkbox"/>

1. Licence Fees tbi
2. Annual Applications Licences tbi
3. Support Years and Anniversaries tbi
and annually thereafter

**SCHEDULE B: TERMS FOR THIRD PARTY STANDARD
SOFTWARE PRODUCTS**

Following this page are terms for:

Access Accounting Ltd

**TERMS THAT ARE SEPERATLY NOTIFIED ON
AUTHOR PRODUCTS PACKAGING OR WEBSITE:**

Microsoft Inc.

Citrix Inc.

2. ACCESS PRODUCTS AND FEES

1 Licence

Company: tbi

Address: tbi

Phone: tbi

Fax: tbi

Contact Name: tbi

2 Supplier

Company: Atlas Business plc

Address: Globe House, The Gullet, Nantwich, Cheshire, CW5 5RT

Phone: 01270 613000

Fax: 01270 613012

Account Manager: tbi

3 Access Program Details

Product Line: Foundations Dimensions Lite
 Horizons Dimensions

Includes up to 5 databases on a single server

Environment:

Database Repository Type: SQL Server* Other

Server Operating System Type: W2K/XP CE
 Other OSX

Workstation Operating System Type: Win XP/2K
 Mac

Configurations:

Currency: Single Multi Dual Base

System Users: Acct's Users 15 Payroll Employees

Modules:

System Modules: Core Bundle System Manager

Ledgers: Purchase Ledger Nominal Ledger Sales Ledger
 Cash Book Credit Control Asset Manager

Reporting/In/Out: Crystal Design Trans Broker

Integration: Exec Desktop BI Exec DT Alerts API / SDK
 Import Utility Intrastat Office Integration

Quotes/Orders : Sales Orders Purchase Orders Purchase Control

Management: Purch Inv Register Prospects/CRM

Stock/Costing: Stock Control Price Matrix Bill of Materials
 Sub Analysis Job Costing Serial No Tracking

Works Orders

Other / Special:

4 Address of Location(s) tbi As per item 1 tbi

5 Delivery and Installation**5a** Delivery date: tbi**5b** Date of installation: tbi**5c** Type of media: CD**5d** Documentation: Title: 'Documentation' Number of copies: 1

6 Period of Licence

Period of Initial Licence and Annual Licences: as specified in the Access Accounting Software Licence. Note the Access Program is date locked and will cease operating 1 month after the anniversary date from tbi. The date lock will be revised for a further 12 month period (plus a one month Act) upon payment of the Annual Licence; otherwise the Licensee is no longer licensed to use the Access Program.

7 Charges

Initial Licence: tbi Annual Licence: tbi

8 Terms of Payment**8.1** 50% of the Initial licence plus VAT to be paid as a deposit with order**8.2** 50% of the Initial licence plus VAT to be paid on day of delivery (Clause 5a above)**8.3** Annual Licence is payable prior to the start of each Annual Licence period**8.4** The rate of interest to be charged by Licensor or Supplier to the Licensee in the event of delayed payments beyond the terms shall be 8% per annum over NatWest Bank plc's base rate from time to time calculated on daily basis and charged monthly.