This IPV End User Licence Agreement (as amended under clause 13.2) ("**EULA**") is a legal agreement between IPV Limited, registered in England and Wales with no. 05168019, with registered address at Compass House, Vision Park, Chivers Way, Cambridge CB24 9AD ("**IPV**") and the person/firm to who has purchased a licence to any IPV Software via an authorised reseller ("**End Customer**").

By installing, copying, or otherwise using the IPV Software, the End Customer agrees to be bound by the terms of this EULA. If the End Customer does not agree to the terms of this EULA, it must not install, copy, or otherwise use the IPV Software. In addition, by installing, copying, or otherwise using any updates or other components of the IPV Software that the End Customer receives separately as part of the IPV Software, the End Customer agrees to be bound by any additional terms and conditions that accompany the same.

This EULA applies to the exclusion of any other terms that End Customer may seek to impose, or which are implied by trade, custom, practice or course of dealing.

Note particularly clause 6 (Limitation of Liability)

1. **INTERPRETATION**

In this EULA: (i) **person** includes a natural person, corporate or unincorporated body; (ii) a reference to IPV or End Customer includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms **including** or **include** shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to **writing** or **written** includes emails but excludes faxes; and (vi) the following definitions apply:

"**Applicable Law**": the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under this EULA.

"**Authorised Users**": those employees and independent contractors of the End Customer who are entitled to use the IPV Software under this EULA (as detailed in the Licence Order).

"**Business Day**": a day other than a Saturday, Sunday or public holiday in England.

"**Charges**": the charges payable by the End Customer under the Licence Order solely in respect of a licence to any IPV Software (and for the avoidance of doubt, excluding any sums due in respect of other products or services provided by any third party (including an authorised reseller).

"**Documentation**": any operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by/on behalf of IPV in respect of the applicable IPV Software, set out in the Specification, as may be amended or added to from time to time.

"**Defect**": an error in the applicable software that causes it to fail to operate materially in accordance with its Specification/Documentation.

"**Documentation**": the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by/on behalf of IPV.

"**Effective Date**": as defined in the Licence Order.

"**Insolvency Event**": (a) the End Customer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the End Customer starts negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the End Customer; (d) the End Customer is the subject of a bankruptcy petition or order; (e) a creditor or encumbrancer of the End Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or part of its assets which is not discharged within 14 days; (f) an application is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the End Customer; (g) a floating charge holder over the assets of the End Customer becomes entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the End Customer or a receiver is appointed over the assets of the End Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

"**Intellectual Property Rights**": patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passingoff, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know- how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**IPV Software**": any standard IPV software, modified software and/or bespoke software and all subsequent amendments and updates to, or new versions of, such software as may be licenced to the End Customer (excluding any Open-Source Software) under the Licence Order.

"**Licence Order**": the order document (in whatever form) for the IPV Software indicating the licence quantity, licence type and licence term of IPV Software ordered by the End Customer, together with the charges for the same.

"**Licence Term**": the period during which the IPV Software is to be licensed to the End Customer.

"**Open-Source Software**": any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, IPV Software, or with which IPV Software is compiled or to which it is linked.

"**Sourcing Issue**": an inability on the part of IPV to source particular materials or resources (including IPV Personnel) on terms similar or identical to those available at the Effective Date (including due to exchange rate fluctuations, increases in taxes orduties) or a change in Applicable Law.

"**Specification**": the specification for the IPV Software, as may be amended or added to from time to time.

"**Term**": as defined in the Licence Order.

"**Third Party**": a person other than IPV or the End Customer.

"**Year**": the period of 12 calendar months from the applicable Effective Date and each 12 calendar month period thereafter.

2. IPV SOFTWARE

2.1. In consideration for the payment of all applicable Charges under the Licence Order, IPV hereby grants to the End Customer a non-exclusive licence for the Licence Term to use the IPV Software and the Documentation, unless terminated earlier pursuant to this EULA or the Licence Order.

2.2. Use of the IPV Software and Documentation shall be restricted to: (i) the Licence Type restrictions set out set out in the Specification and in the Licence Order; (ii) the Quantity restrictions set out in the Licence Order for the same; (iii) the Use Extent set out in the Specification; (iv) object code form; (v) the purpose described in the Specification; (vi) the normal business purposes of the End Customer; (vii) employees of the End Customer.

2.3. For the period of 3 months from delivery, the IPV Software will perform in accordance with the Specification/Documentation in all material respects.

2.4. The End Customer's sole remedy for breach of the warranty under this clause 2.3 shall be the correction of the Defect by IPV within a reasonable time from notification by the End Customer of the same.

2.5. Delivery of IPV Software shall be deemed to occur as follows: (i) Downloadable software (no activation key necessary): When the End Customer is provided with valid details or credentials necessary to download the Software; (ii) Activation key is necessary: The End Customer is provided a valid activation key for any software requiring an activation key; (iii) Physical disk or drive containing the software: The disk or drive is delivered to the End Customer at the End Customer's premises.

2.6. IPV shall provide to the End Customer, from time to time, copies of the Documentation containing sufficient up-to-date information for the proper use and maintenance of the IPV Software. Such Documentation may be supplied in electronic form.

2.7. The End Customer may make such further copies of the Documentation as are reasonably necessary for the use andmaintenance of IPV Software and for training the End Customer's personnel in use of IPV Software. The End Customer shall ensure that all of IPV's proprietary notices are reproduced in any such copy. The End Customer may provide copies of the Documentation to any third party who needs to know the information contained in it, provided that such third party first enters into appropriate confidentiality obligations no less stringent than those contained in this EULA.

2.8. Any unauthorised modifications, use or improper installation of IPV Software by the End Customer (or on behalf of the End Customer, other than by IPV Personnel) shall render all IPV's warranties and obligations under this EULA null and void. IPV shall not be obliged to rectify any particular Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the End Customer's personnel or third parties without the permission ofIPV.

2.9. Notwithstanding any other provision, IPV specifically denies any implied or express representation that the IPV Software will:

2.9.1. be fit to operate in conjunction with any hardware items or software products other than with those that are identified in the Specification (or in the relevant Documentation) as being compatible with the IPV Software; or

2.9.2. operate uninterrupted or error-free.

2.10. The End Customer may not use the IPV Software other than as specified in this clause without the prior written consent of IPV, and the End Customer acknowledges that additional fees may be payable on any change of use approved by IPV.

2.11. Except as expressly licensed, the End Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, access all or any part of the IPV Software in order to develop software which competes with the same, decompile, disassemble, modify, adapt or make error corrections to the same in whole or in part.

2.12. The End Customer shall not: (i) sub-license, assign or novate the benefit or burden of the licence to the IPV Softwarein whole or in part; (ii) allow the IPV Software to become the subject of any charge, lien or encumbrance; or (iii) deal in any other manner with any or all of its rights and obligations under this EULA, without the prior written consent of IPV.

2.13. The End Customer shall: (i) ensure that the number of persons using the IPV Software does not exceed the number of Authorised Users specified in the Licence Order (ii) keep a complete and accurate record of Authorised Users, and produce such record to IPV on reasonable request from time to time; (iii) notify IPV as soon as reasonably practicable after it becomes aware of any unauthorized use of the IPV Software by any person. If it is discovered that the number of Authorised Users of End Customer exceeds the number of Authorised Users set for in the Licence Order (if applicable), End Customer shall pay for such additional licences at the rate set forth in the applicable Licence Order for each year in which the additional licences have been used.

2.14. The End Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the IPV Software

and notify IPV promptly of any such unauthorised access or use.

2.15. The End Customer shall permit IPV to inspect and have access to any premises (and to the computer equipment located there) at or on which the IPV Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the End Customer is complying with the terms of this licence, provided that IPV provides reasonable advance notice to the End Customer of such inspections, which shall take place at reasonable times. This right shall continue beyond termination/expiry to enable IPV to verify that use has ceased.

3.   OPEN-SOURCE SOFTWARE

3.1.   The terms of this clause 3 apply in respect of any Open-Source Software made available to the End Customer.

3.2.   The End Customer acknowledges and agrees that:

3.2.1.   IPV is making such Open-Source Software available pursuant to the terms of the applicable open-source licence agreement and such software is provided "as is" and expressly subject to the disclaimer in clause 6.1;

3.2.2. any such Open-Source Software made available by IPV may only be used according to the terms and conditions of the open-source licence agreement.

3.3.   The End Customer shall comply with the terms of the open-source licence agreement.

4.   INTELLECTUAL PROPERTY

4.1.   IPV warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the End Customer.

4.2.   The End Customer acknowledges and agrees that IPV and/or its licensors own all Intellectual Property Rights in the IPV Software.

4.3.   Except as expressly stated herein, this EULA does not grant the End Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the IPV Software.

5.   END CUSTOMER OBLIGATIONS

5.1.   The End Customer shall:

5.1.1.   comply with any and all obligations which are set out in the Specification which are stated to be performed by the End Customer;

5.1.2. provide such assistance as may be reasonably requested by IPV from time to time related to End Customer's use of the IPV Software; and

5.1.3.   be solely responsible for procuring and maintaining any necessary network connections and telecommunications links from its systems.

6.   WARRANTIES, INDEMNITIES & LIMITATION OF LIABILITY

6.1.   All representations or warranties (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in this EULA are hereby excluded. In particular, but without prejudice to the generality ofthe foregoing, IPV makes no representation or gives any warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness of the IPV Software for any purpose, whether or not such purpose is disclosed to IPV.

6.2. IPV shall defend the End Customer and its Affiliates and its and their respective officers, directors, employees, and agents (each, a "**Customer Indemnified Party**") from and against any and all liabilities, costs, expenses, damages and losses (including reasonable attorneys' fees) suffered or incurred by a Customer Indemnified Party in connection with:

6.2.1. any claim that IPV or the IPV Software has infringed the Intellectual Property Rights of any third party to the extent the claim does not result from the End Customer's failure to install an update or new version of any IPV Software as soon as is practicable following its release by IPV.

6.3.

6.3.1. The party seeking indemnification (the "Indemnified Party") shall promptly notify the indemnifying party (the "Indemnifying Party") in writing of any claim for which an Indemnified Party believes it is entitled to be indemnified pursuant to this clause 6. The Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall promptly assume control of the defense and investigation of such claim and shall employ counsel reasonably acceptable to the Indemnified Party to handle and defend the same. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnifying Party fails or refuses to assume control of the defense of such claim, the Indemnified Party shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnifying Party, in each case in such manner and on such terms as the Indemnified Party may deem appropriate.

6.3.2. In the defence or settlement of any claim, IPV may procure the right for the End Customer to continue using the IPV Software, replace or modify the IPV Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this EULA on 30 days notice to the End Customer, provided however, that none of these remedies shall eliminate or in any way take away from IPV's indemnification obligations described in clause 6.3. In no event shall IPV, its employees, agents and sub-contractors be liable to the End Customer to the extent that the alleged infringement is based on: (a) a modification of the IPV Software by End Customer or at the request of End Customer from a Person other than IPV; (b) the End Customer's use of the IPV Software in a manner contrary to the use restrictions contained herein; or (c) the End Customer's use of the IPV Software after notice of the alleged or actual infringement from IPV.

6.4. Nothing in this EULA shall limit or exclude IPV's or the End Customer's liability for:

6.4.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; fraud or fraudulent misrepresentation; and

6.4.2. any other liability which cannot be limited or excluded by Applicable Law.

6.5. Except with respect to liability arising from or related to: (A) a party's indemnification obligations hereunder; or (B) infringement of a third party's intellectual property or other proprietary rights, in no event will either party be liable under this EULA for any consequential, incidental, indirect, exemplary, special or punitive damages or loss of profit, revenue, use, anticipated savings, data, goodwill or opportunity or damage to reputation.

6.6. Except with respect to liability arising from or related to: (A) a party's indemnification obligations hereunder; or (B) infringement of a third party's intellectual property rights, in no event will the collective aggregate liability of either party under or in connection with this EULA exceed the Charges paid by End Customer in the 12 month period immediately preceding the claim.

7. TERM AND TERMINATION

7.1. Without prejudicing any other right or remedy available to it, IPV may terminate this EULA with immediate effect by giving written notice to the End Customer if:

7.1.1. the End Customer fails to pay any amount due under the Licence Order on the due date for payment and remains in default not less than 20 Business Days after being notified in writing to make such payment;

7.1.2. the End Customer commits a material breach of any term of this EULA which breach is irremediable or (if remediable) fails to remedy it within a period of 20 Business Days after being notified in writing of such material breach; or

7.1.3. an Insolvency Event occurs with respect to End Customer.

7.2. Without prejudicing any other right or remedy available to it, End Customer may terminate this EULA with immediate effect by giving written notice to IPV if:

7.2.1. IPV commits a material breach of any term of this EULA which breach is irremediable or (if remediable) fails to remedy it within a period of 20 Business Days after being notified in writing of such material breach; or

7.2.2. an Insolvency Event occurs with respect to IPV.

8. CONSEQUENCES OF TERMINATION

8.1. On termination for any reason:

8.1.1. all rights granted to the End Customer under this EULA shall cease; and

8.1.2. the End Customer shall cease all activities authorised by this EULA.

9. ASSIGNMENT

9.1. The End Customer may not freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under this EULA without the consent of IPV, such consent not to be unreasonably withheld or delayed.

9.2. IPV may freely assign, sub-contract, charge or otherwise deal in any other manner with all or any of its rights or obligations under this EULA without the prior written consent of the End Customer.

9.3. The End Customer agrees that it shall co-operate and undertake all matters at IPV's cost and expense that are necessary to novate or assign any Licence Order or any parts thereof to any third party when requested to do so by the End Customer.

10. FORCE MAJEURE

10.1. Neither party shall be in breach of this EULA nor liable for delay in performing, or failure to perform, any of its obligations under this EULA if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes; lock-outs or other industrial disputes (except with respect to that party's own employees); acts of God; war; riot; civil commotion; compliance with any law or governmental order, rule, regulation or direction; accident; fire, flood, or storm. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 2 months, the party not affected may terminate the relevant contract (together with any other arrangement between the parties) by giving 10 Business Days' written notice to the other party.

11. NOTICES

11.1. A notice given pursuant to this EULA shall be in writing, addressed to the place of business of the relevant party, directed to: (i) in respect of IPV, admin@ipv.com; and (ii) in respect of the End Customer, the named individuals set out in the Licence Order.

11.2. Such notices shall be: (i) delivered personally; (ii) sent by e-mail; or (iii) sent by pre-paid special delivery.

11.3. A notice is deemed to have been received:

11.3.1. if delivered personally, at the time of delivery;

11.3.2. in the case of e-mail, at the time of transmission, provided a delivery notification is obtained evidencing delivery of the email; and

11.3.3. in the case of special delivery, the date on which delivery takes place, as evidenced by the acknowledgement from the Royal Mail,

11.4. Provided that, if receipt is not within Normal Business Hours on a Business Day, delivery shall be deemed to be when business next starts in the place of receipt.

12. DISPUTE RESOLUTION

12.1. If a dispute arises out of or in connection with this EULA (a "Dispute") then the parties shall follow the procedure set out in this clause:

    12.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. After receipt of a Dispute Notice, the parties shall attempt in good faith to resolve the Dispute within 10 Business Days; and

    12.1.2. if the parties are for any reason unable to resolve the Dispute within 10 Business Days, from service of the Dispute Notice, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (an "**ADR Notice**") to the other party to the Dispute, requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 10 Business Days after the date of the ADR Notice.

12.2. If the Dispute is not resolved within 1 month of the mediator's appointment, then either party may commence Court proceedings, but provided that nothing in this clause 12.2 shall prevent either party from either continuing with any means of alternative dispute resolution as may be agreed in writing from time to time, or seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage.

12.3. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS EULA.

13. GENERAL

13.1. A natural or legal person who is not a party to this EULA shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13.2. Variations:

    13.2.1. Except as set out in this EULA, any variation, including the introduction of any additional terms and conditions, to this EULA shall only be binding when agreed in writing and signed by IPV.

    13.2.2. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or Default. No failure or delay by a party in exercising any right or remedy under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under this EULA are cumulative and do not exclude rights provided by law.

13.3. The construction, validity and performance of this EULA shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

13.4. No delay or omission by the End Customer in exercising any of its rights or remedies under this EULA or under any Applicable Law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

13.5. In the event that any provision of this EULA shall be void or unenforceable by reason of any provision of Applicable Law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of this EULA so far as possible.

13.6. Nothing in this EULA is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.7. Each party undertakes to the other that it will not, and will procure that its employees will not, in the course of performing its obligations under this EULA, knowingly engage in any activity which would constitute a breach of the Bribery Act 2010 and that it has in place a compliance programme designed to ensure compliance with the terms of the Bribery Act 2010 and has and will maintain in place, adequate procedures designed to prevent any of its third party contractors or sub-contractors from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

13.8. This EULA, together with all Exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this EULA with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter (including, but not limited to IPV's standard EULA).