SOFTWARE LICENCE

This Licence Agreement ("Agreement") is an agreement between you ("the Licensee") and Notably Good Ltd ("the Licensor"). Please read these terms and conditions carefully before downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software supplied to you by the Licensor and related documentation. In particular, we draw your attention to clause 11 (limitation of liability).

1   DEFINITIONS

In this agreement the following expressions shall have the following meanings:

1.1   "Equipment" means such computer equipment as may be specified in the Licence Type described in Schedule 2 to this agreement;

1.2   "Intellectual Property Rights" means all vested, contingent and future intellectual property rights including but not limited to copyright, trade marks, design rights, trade names, patents, know-how, trade secrets, database rights or any similar right exercisable in any part of the world including any application for the registration of any patents or registered designs or similar registrable rights in any part of the world;

1.3   "The Licence" means the licence granted by the Licensor in accordance with clause 2 of this agreement;

1.4   "The Licence Fee" means the fee for the specified number of users or processors as specified at http://www.affixa.com/buy-now/ ;

1.5   "The Media" means the media on which the Software Programs and the Program Documentation are recorded or printed;

1.6   "The Program Documentation" means the user instructions, operating manuals and all appropriate documentation supplied by the Licensor to enable the proper operation and functionality of the Software Programs;

1.7   "The Program Materials" means the Software Programs, the Program Documentation and the Media;

1.8   "The Software Programs" means the computer software applications outlined in Schedule 1 to this agreement.

2   GRANT OF LICENCE

The Licensor grants to the Licensee a non-exclusive licence to use the Program Materials in accordance with the licence type as stated on the invoice of sale and as described in Schedule 2 to this agreement ("the Licence Type") and the express terms of this agreement and not further or otherwise.

3   LICENCE

Notwithstanding any limitations imposed by the Licence Type, the Licensee shall have the right to:

3.1   use any alternative Equipment where the Software Programs cannot be used with the Equipment because it is inoperable for any reason until such failure has been remedied provided that such Equipment is under the direct control of the Licensee.

3.2   transfer any Licence for the Equipment to alternative Equipment (whether or not at the same location) if the use of the Program Materials on and in conjunction with the

Equipment is permanently discontinued. The replacement equipment shall become the Equipment for the purposes of the Licence;

3.3   make only so many copies of the Software Programs as are reasonably necessary for backup, archival and other security purposes provided that all copyright notices and any other proprietary notices specified on the Software Programs are reproduced on any such copies. Such copies and the media on which they are stored shall be the property of the Licensor and the Licence shall apply to all such copies as it applies to the Software Programs.

4   PAYMENT

4.1   Any charges to be paid by the Licensee under this agreement shall be paid within 30 days of receipt by the Licensee of the Licensor's invoice.

4.2   The Licensor shall have the right to charge interest on overdue invoices at a rate of 8% per annum above the base rate of the Bank of England from time to time in force from the date when payment becomes due from day to day until the date of payment.

4.3   The Licensor shall be entitled to increase the Licence Fee in accordance with any change in the Licensor's standard scale of charges.

5   TERM

The Licence shall commence on the date on which the Licence Fee is received by the Licensor ("the Commencement Date") and shall continue from year to year thereafter, unless and until terminated in accordance with any clause of this agreement.

6   LICENSEE'S UNDERTAKINGS

6.1   Except to the extent permitted by the Licensee as a lawful user of the Program Materials or to the extent permitted by law, the Licensee undertakes not to:

6.1.1   make copies of the Software Programs, in whole or part, except for back-up purposes as permitted in this agreement;

6.1.2   translate, disassemble, decompile, reverse engineer, adapt, vary or modify the Software Programs without the Licensor's prior written consent. Notwithstanding this clause 6.1.2, in the case of reverse analysis where permitted by applicable law, the Licensee may incidentally decompile the Software Programs only if it is essential to do so in order to achieve interoperability of the Software Programs with another software program or hardware ("Permitted Purpose") and provided the information obtained by the Licensee during such decompilation is only used for the Permitted Purpose and is not disclosed or communicated to any third party without the Licensor's prior written consent and is not used to create any software which is substantially similar to the expression of the Program Materials nor used in any manner which would be restricted by copyright;

6.1.3   delete, vary or obscure any copyright or other proprietary notices on or in the Program Materials;

6.1.4   rent, lease, sub-license, assign, transfer or distribute the Program Materials.

6.2   The Licensee undertakes during the continuance of the Licence to:

6.2.1   keep the Program Materials and all copies under the Licensee's effective control and to maintain adequate security measures to protect the Program Materials from access or use by any unauthorised person;

6.2.2　ensure that, prior to the use of the Program Materials by its employees or agents, that all such parties are notified of the terms of this agreement;

6.2.3　maintain an accurate and up-to-date record of all copies of the Program Materials and shall produce such record to the Licensor on request from time to time.

7　INTELLECTUAL PROPERTY RIGHTS

The Program Materials and all Intellectual Property Rights of whatever nature in the Program Materials are and shall remain the property of the Licensor and the Licensee agrees to immediately notify the Licensor if it becomes aware of any infringement or any unauthorised use of the Program Materials by any person.

8　INTELLECTUAL PROPERTY INDEMNITY

8.1　The Licensor agrees to indemnify the Licensee against all actions, claims, proceedings, damages, costs and expenses arising from any actual or alleged infringement of Intellectual Property Rights arising from the Licensee's use of the Program Materials anywhere in the world provided such use is in accordance with the terms of this agreement and that the Licensee promptly notifies the Licensor in writing of any such allegation.

8.2　At the Licensor's request and expense, the Licensee shall permit the Licensor to conduct all negotiations and litigation. The Licensee shall give all reasonable assistance and the Licensor shall pay the Licensee's costs and expenses so incurred.

8.3　The Licensor may, at its expense, modify or replace the Program Materials to avoid any alleged or actual infringement and any modification or replacement must not affect the performance of the Program Materials. If the Licensor is unable to modify or replace the Program Materials, then the Licensee shall return the Program Materials which are the subject of the Intellectual Property Rights claim and the Licensor shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this agreement shall immediately terminate.

8.4　This indemnity shall not apply to infringements arising directly from the combination of the Program Materials with other items not supplied by the Licensor.

9　WARRANTIES

9.1　Subject to the limitations and exclusions of liability set out below, the Licensor warrants that for a period of 30 days from the Acceptance Date ("the Warranty Period") the Software Programs will perform in accordance with the Specification and the Program Documentation will provide adequate instructions to allow the Licensee to make proper use of the Software Programs.

9.2　The Licensor warrants that it shall use and adopt only good quality materials, techniques and standards in performing its obligations under this agreement with the standards of care, skill and diligence required of good computing practice.

9.3　The Licensor warrants that itself, its employees and agents shall take all reasonable precautions to ensure that the Software Programs are free from all viruses that could have been detected by using the latest (at the date of despatch) commercially available virus detection software.

9.4　If within the Warranty Period the Licensor receives written notice from the Licensee of any breach of the warranties given in clause 9.1 then the Licensor shall at its own expense and within 14 days of receiving such notice remedy the defect in question.

9.5   The Licensor shall not be liable under the warranties given in clause 9.1 above if the Software Programs fail to conform to the said warranty because of any corruption, abuse or incorrect use of the Software Programs (including use of the Software Programs with equipment or other software which is incompatible) or because of any unauthorised variation or modification to the Software Programs.

9.6   All other guarantees, representations and warranties of any kind, whether express or implied, including, without limitation, the implied warranties of satisfactory quality, merchantability and fitness for a particular purpose or ability to achieve a particular result are hereby excluded, so far as such exclusion or disclaimer is permitted under the applicable law.

9.7   The Licensor does not warrant that the operation of the Software Programs will be uninterrupted or error free and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this agreement.

9.8   The Software Programs are built upon third party Application Programming Interfaces (APIs). The Licensor does not warrant the operation of these APIs and the Licensee acknowledges and agrees that any such error, defect or loss of service that might arise from the failure, change in availability or change in functional capability of any such APIs shall not constitute a breach of this agreement.

10   INDEMNITY

Without prejudice to any other rights or remedies available to the Licensee, the Licensor shall indemnify the Licensee for personal injury or death, and against all loss of or damage to any tangible Licensee property, caused by the negligence of the Licensor or its employees or agents in relation to the performance of their duties under this agreement or by defects in any product supplied pursuant to this agreement.

11   LIMITATION OF LIABILITY

11.1   Subject to clause 11.3, in no event shall the Licensor be liable for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever that is an indirect or secondary consequence of any act or omission of the Licensor whether such damages were reasonably foreseeable or actually foreseen.

11.2   Subject to clause 11.3, the total liability of the Licensor to the Licensee under this agreement shall not exceed greater than 125% of the total of all sums paid or due to the Licensor under this agreement.

11.3   Nothing in this agreement shall exclude or limit the liability of the Licensor for fraudulent misrepresentation or for death or personal injury resulting from the negligence of the Licensor or its employees or agents.

12   CONFIDENTIALITY

12.1   Either party receiving information ("the Recipient") from the other marked "confidential" or which may reasonably be supposed to be confidential, including, without limitation, information contained in the Program Materials, the Specification and other information supplied by the Licensee or Licensor, shall not without the other's prior written consent use such information except for the purposes of this agreement or disclose such information to any person other than to their own employees or agents who have a need to know.

12.2   Clause 12.1 shall not apply to information that is lawfully known to the Recipient at the time of disclosure or which is already public knowledge or becomes so at a future

date (otherwise than as a result of a breach of this clause) or which is ordered to be disclosed to a regulatory body or a court of competent jurisdiction.

12.3 The Recipient shall ensure that any person referred to in clause 12.1 is bound by similar confidentiality terms to those in this clause 12.

12.4 The confidentiality terms in this clause 12 shall remain in full force and effect during the term of this agreement and upon the termination of the Licence or this agreement.

13 TERMINATION

13.1 If the Licensee commits a material breach or persistent breaches of this agreement, and in the case of a breach which is capable of being remedied, fails to remedy the breach within 14 days of written notice from the Licensor to do so, then the Licensor may terminate the Licence forthwith on giving written notice to the Licensee.

13.2 Either party may terminate the Licence at any time by giving at least 28 days' prior written notice to the other.

13.3 Upon termination of the Licence the Licensee shall return the Program Materials and any copies to the Licensor or, if requested by the Licensor, shall destroy the same, provided that the Licensee may extract and store any Licensee data upon a separate media.

13.4 The Software is licensed on a yearly basis. In the event of the Licensee not renewing its licence by payment of the Licence Fee due, this agreement will terminate without notice 365 days from the commencement of the last licensing year for which the Licensee has made full payment.

13.5 Any termination of the Licence or this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

14 FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party in writing of the nature and extent of such events. If such circumstances continue for a continuous period of more than 28 days, either party may terminate this agreement by written notice to the other party.

15 ASSIGNMENT

This agreement is personal to the parties and neither this agreement nor any rights, licences or obligations under it may be assigned by either party without the prior written approval of the other party.

16 WAIVER

Failure or neglect by either party to exercise any of its rights or remedies under this agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this agreement nor prejudice that party's right to take subsequent action.

17 SEVERANCE

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18   NOTICES

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the most recent email address, fax number or address notified to the other party, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

19   ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This agreement may be varied only by a document signed by both parties.

20   GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

THE SOFTWARE PROGRAMS

AFFIXA – A SOFTWARE PACKAGE THAT WILL:

- Act as a Simple MAPI provider for the following webmail systems:
  - Gmail;
  - Google Apps;
  - Yahoo! Mail;
  - Zimbra;
  - Outlook Web Access 2007;
  - Outlook Web App 2010.
- Handle mailto links;
- Support multiple email accounts;
- Support desktop mail software (via Simple MAPI);
- Create on-screen drafts or send emails straight away;
- Provide a simple "Attachment basket" system whereby a collection of known files can be included in a draft email in an email account;
- Provide automatic detection of problem attachments as defined by the security and system restrictions of the above webmail systems;
- Allow the use of custom names to identify accounts;
- Provide web-based storage of attachments up to 1GB in size per email and for a maximum duration of one year;
- Allow the user to choose a different web browser for use with each email account;
- Allow the user to compress attachments;
- Allow the user to resize photos;
- Pick up and include the default email signature configured for the above webmail accounts;
- Support Single Sign-On solutions for Google Apps mail with no specialist configuration;
- Allow the user to automatically include preset recipients when a draft message is created;
- Allow the Licensee to create preconfigured MSI deployments including general configuration settings specific to the Licensee's organisation, but not specific to an end user.

SCHEDULE 2

THE LICENCE TYPE

LICENCE TYPE PERTINENT TO THIS AGREEMENT

If a subscription code has not been issued by the Licensor to the Licensee, the Licence Type pertinent to this Agreement shall be deemed to be a Personal licence.

Where a subscription code has been issued by the Licensor to the Licensee upon receipt of a payment or purchase order from the Licensee, the specific Licence Type pertinent to this Agreement is indicated on the formal quote or invoice of sale.

Where a subscription code has been issued by the Licensor to the Licensee without receipt of a payment or purchase order from the Licensee, the specific Licence Type pertinent to this Agreement is indicated in the email sent to the Licensee from the Licensor containing the subscription code.

DEFINITION OF LICENCE TYPES

The following descriptions define the allowable operations and restrictions of each Licence Type made available commercially by the Licensor:

- Personal licence – limited to a single processor irrespective of the power of the processor, size or model group, whether physically or logically linked. No limitation on location or number of users. For personal use only; usage within any kind of commercial or non-commercial organisation is prohibited.

- Per-Computer licence - limited to a specified processor(s) irrespective of the power of the processor, size or model group, whether physically or logically linked. No limitation on location or number of users;

- Per-User licence - limited to a specified number of users and also limited to a number of processors as calculated by multiplying the specified number of users by 1.25. No limitation on location.

- Enterprise licence - no limitation on type or power of processor(s), location(s) or number of users.

TERM OF LICENCE TYPE

All licences (with the exception of the Personal licence) are valid for 1 year unless the email containing the subscription code indicates otherwise.

Personal licences are perpetual.