HAMMERKIT SOFTWARE DEVELOPMENT, DEPLOYMENT AND SUPPORT TERMS AND CONDITIONS

These terms and conditions for software development, deployment and support (the "Terms and Conditions") together with the Order Form and the documents attached therein shall set forth the agreement (the "Agreement") by and between Hammerkit Limited ("Hammerkit") and the customer ("Customer") effective as of the date specified in the Order Form(the "Order Date").

1. Scope of Agreement

These Terms and Conditions define the terms and specify the conditions under which Hammerkit places resources for an agreed period of time to perform the software development project (the "Project") and under which the developed software product(s) (the "Product") shall be licensed to Customer.

2. Obligations of the Parties

2.1. Hammerkit shall execute the Project in a professional manner and according applicable standards. In all cases Hammerkit shall assign personnel of appropriate qualification and experience to perform its obligations.

2.2. Hammerkit shall have the right to use subcontractors' services in the performance of any or all of its duties hereunder. However, subject to these Terms and Conditions, Hammerkit shall be responsible for such subcontractors' performance as for its own.

2.3. Hammerkit shall use reasonable endeavours to deliver the Products to the Customer and/or any related services under this Agreement by no later than the dates specified in the Order Form or the dates otherwise agreed in writing between the parties.

2.4. Customer shall co-operate in the planning and execution of the Project in accordance with what has been separately agreed on between the parties, and shall responsible to provide Hammerkit with all necessary information to fulfil its obligations under the Agreement.

3. Contact Persons and Project Group

3.1. The parties shall nominate contact persons, who will be authorized to represent the party towards the other party. All correspondence, notices acceptances, amendments and other communication relating to the Project shall be conducted between the contact persons. Hammerkit shall have the right to give notices on matters related to the Project to the contact person nominated by Customer unless otherwise has been agreed in writing.

3.2. If considered to be necessary, the parties may establish for the Project a project group which shall observe the execution of the Project and ensure appropriate communication between the parties. Notwithstanding the foregoing the parties have an obligation to at all times inform each other on all matters relevant to the fulfilment of the Project. The Project Group shall be entitled to agree on amendments to the Order Form, unless otherwise agreed in writing between the parties.

4. Intellectual Property Rights

4.1. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Hammerkit grants the Customer all rights, title and interest in and to the Product including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights whether or not specifically recognized or perfected under applicable law (collectively, the "Intellectual Property Rights"). The Customer acknowledges it shall not have the right to transfer, assign or in any other way dispose any Intellectual Property Rights connected hereto to any other party without the prior written consent of Hammerkit. The

Customer has and will retain all rights in and to the content provided by the Customer in connection to the Product.

4.2. Furthermore, for the avoidance of doubt it is stated that to Customer is not conveyed any rights whatsoever of ownership in or to the Hammerkit's development tools, platform and/or thereto related application templates, elements, standard components or custom components developed in connection the delivery of the Product (collectively the "Service") and Customer agrees not to engage in any acts that might jeopardize, or contest or attempt to acquire, any Intellectual Property Rights of Hammerkit.

5. Grant of Rights

5.1. Hammerkit grants to the Customer, subject to these Terms and Condition and the Order Form, a non- exclusive license to use and exploit the Service for the purposes, term and territory specified in the Order Form and in connection of the Product. The license shall survive termination or expiration of the Agreement by default (material breach, bankruptcy or other form of insolvency) of Hammerkit. For avoidance of doubt, in case of such survival, Hammerkit shall not have any obligations to maintain or update the Service.

5.2. In the event of default (material breach, bankruptcy or other form of insolvency) of Hammerkit and the acquisition of the assets of Hammerkit the license referred to in 5.1 may be subject to fees payable to a third party.

5.3. The Customer shall not have the right to distribute, sell, sublicense, rent, lease or use the Product for purposes other than those set forth in the Agreement without a separate written consent by Hammerkit. Hammerkit may separately grant a right to sublicense the Product to other customers of Hammerkit upon a separate revenue share plan.

5.4. Unless otherwise agreed in the Agreement, the Customer shall not (and shall not allow any third party to):

(a) decompile, disassemble, or otherwise reverse engineer the Product or Service or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Product or Service by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to Hammerkit);

(b) remove any product identification, proprietary, copyright or other notices contained in the Product or Service; or

(c) modify any part of the Product or Service, create a derivative work of any part of the Product, or incorporate the Product into or with other software.

6. Acceptance and Testing

6.1. Upon the delivery of the Product, the Customer shall conduct an acceptance test for the Product. The time period reserved for the acceptance test shall be fourteen (14) days.

6.2. If the Product conforms to the specifications and other requirements set forth in the Order Form and/ or Appendices and all significant notified errors, if any, have been corrected,

the Customer shall accept the Project and the Product in writing.

6.3. If the Customer has not notified Hammerkit in written of any errors in the Product in fourteen (14) days from the delivery, the Project and Product shall deemed to be accepted. Using the Product in production shall always be deemed as an acceptance.

6.4. The parties shall be liable for their own expenses accrued during the performance of the acceptance tests.

6.5. Minor errors shall not prevent the acceptance of the Product, but Hammerkit shall correct all errors in the Product, whether minor or otherwise, without undue delay.

7. Deployment

7.1. The deployment services offered by Hammerkit are provided by Amazon Web Services Inc or its affiliates.

7.2. In the event the customer has elected to order a service deployment option offered by Hammerkit, the Customer hereby agrees that the services will provided by Amazon Web Services Inc. or its affiliates subject to its terms, conditions, policies and rules set forth in its prevailing "Amazon Web Services Customer Agreement" and all other documentation of Amazon Web Services Inc relating to the deployment services which are available at aws.amazon.com/agreement/ and which may change without prior notice from time to time (collectively "Amazon Terms").

7.3. Each party shall have the right to terminate or cancel the service deployment option by notifying the other party of same in writing at least sixty (60) days prior to the termination or cancellation providing that such cancellation does not conflict with the prevailing "Amazon Web Services Customer Agreement". In the event of such conflict the "Amazon Web Services Customer Agreement" will take precedence.

7.4. The Customer shall, and shall procure that all end-users of the Product shall, comply all Amazon Terms and shall indemnify and hold harmless Hammerkit from and against any loss of use, lost data, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) in connection with a breach of this Section 7.3.

7.5. Hammerkit will inform the Customer of any material change to the deployment service that may affect the operation of the Customer's services.

8. Support

8.1. In the event the customer has elected to order a support service option offered by Hammerkit, such support service shall be provided by Hammerkit with reasonable skill and care and in accordance with the attached Details of Support Levels and Processes.

8.2. Hammerkit will inform the Customer of any material change to the support services that may affect the operation of the Customer's services.

9. Payment

9.1. Payment amounts and timing are as set forth in the applicable Order Form. The Project may be invoiced as fixed price or on an hourly basis.

9.2. Reasonable and necessary travel and other expenses shall be separately reimbursed by the Customer against receipts and detailed invoices.

9.3. All amounts payable by the Customer to Hammerkit are exclusive of any value added tax or similar tax, which shall be added to the final amounts.

9.4. The prices shall be expressed and the payments shall be made in Pounds Sterling unless another currency has been agreed to in writing.

9.5. Hammerkit's invoices shall be payable within fourteen (14) days of the date of receipt. Without limiting any other right or remedy of Hammerkit, if the Customer fails to make any payment due to Hammerkit under the Agreement by the due date for payment ("Due Date"), Hammerkit shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current National Westminster Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

10. Term

10.1. The Agreement shall be effective as of the Order Date and shall expire on the day that the term of license for all Products licensed hereunder has expired or, if later (and where applicable), on the date Hammerkit completes provision of support services to the Customer under the Agreement (the "Term").

10.2. Each party shall have the right to terminate or cancel the Project or part of the Project by notifying the other party of same in writing at least ninety (90) days prior to the termination or cancellation.

10.3. In case or termination or cancellation by the Customer, the Customer shall be obliged to reimburse Hammerkit for the work already executed up until receipt of notice of termination and for all costs thus far incurred and also for reasonable costs directly incurred by Hammerkit due to the termination, unless otherwise agreed in writing between the parties.

10.4. In the event this Agreement is terminated (other than by reason of your breach), Hammerkit will make available to you the Product and your data on a suitable platform. Hammerkit reserve the right to charge for making the Product and your data available on such platform. You agree and acknowledge that on termination Hammerkit has no obligation to maintain the Product and your data under this Agreement.

10.5. The parties shall have the right to terminate the Project with immediate effect in case the other party (a) fails to cure any material breach of the Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy shall be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

10.6. Any notices referred to in this Section 10 are required to be made in writing.

10.7. Sections 4 (Intellectual Property Rights), 7.4 (Indemnity for Deployment Services), 9 (Payment), 11.3 (Disclaimer of Warranties), 12 (Limitation of Remedies and Damages), 14

(Confidential Information), and 16 (General) shall survive any termination or expiration of the Agreement.

11. Limited Warranty and Disclaimer

11.1. Hammerkit warrants to the Customer that for a period of two (2) months from the Order Date (the "**Warranty Period"),** the Product shall operate in substantial conformity with the provisions of the Order Form. Hammerkit shall not warrant that the Customer's use of the Product will be uninterrupted or error-free. Hammerkit's sole liability (and the Customer's exclusive remedy) for any breach of this warranty shall be, in Hammerkit's sole discretion, to use commercially reasonable efforts to provide the Customer with an error correction or work-around which corrects the reported non-conformity, or if Hammerkit determines such remedies to be impracticable within a reasonable period of time and reasonable costs, to refund the fees paid for the Product. Hammerkit shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

11.2. The above warranty shall not apply: (i) if the Product is used with hardware or software not specified in the documentation of the Product; (ii) if any modifications are made to the Product by the Customer or any third party; (iii) to defects in the Product due to accident, abuse or improper use by the Customer; or (iv) items provided on a no charge or evaluation basis.

11.3. THIS SECTION 11 IS A LIMITED WARRANTY AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11 THE PRODUCT AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER HAMMERKIT NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

12. Limitation of Remedies and Damages

12.1. SUBJECT TO SECTION 12.4, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

12.2. SUBJECT TO SECTION 12.4, HAMMERKIT SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) IN CONNECTION WITH THE PROVISION OF THE DEVELOPMENT SERVICES BY AMAZON WEB SERVICES INC OR ITS AFFILIATES.

12.3. SUBJECT TO SECTION 12.4 AND NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, HAMMERKIT'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO THE CUSTOMER SHALL NOT EXCEED AMOUNT ACTUALLY PAID BY THE CUSTOMER TO HAMMERKIT UNDER THE AGREEMENT.

12.4. THIS SECTION 12 SHALL NOT APPLY:

A. IN RELATION TO DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF EITHER PARTY, OR THE NEGLIGENCE OF EITHER PARTY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS OR DUE TO FRAUD OR FRAUDULENT MISREPRESENTATION BY EITHER PARTY; OR

B. TO LOSS OR DAMAGE SUFFERED BY HAMMERKIT DUE TO A BREACH OF THE CUSTOMER'S OBLIGATIONS UNDER THE SECTIONS TITLED "INTELLECTUAL PROPERTY RIGHTS", "GRANT OF RIGHTS" OR "CONFIDENTIAL INFORMATION" OR UNDER SECTION 7.3.

13. Intellectual Property Indemnification

13.1. Hammerkit shall indemnify and hold harmless the Customer from and against any claim of infringement of a copyright and a patent or trademark that is registered in a country the Product is licensed for the use under the Order Form, and which is asserted against the Customer by a third party based upon the Customer's use of the Product in accordance with the terms of the Agreement; provided that Hammerkit shall have received from the Customer: (i) prompt notice of such claim (but in any event notice in sufficient time for Hammerkit to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defence, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of the Customer. If the Customer's use of any of the Product is, or in Hammerkit's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Hammerkit may, in its sole discretion: (a) substitute for the Product substantially functionally similar programs and documentation; (b) procure for the Customer the right to continue using the Product; or if (a) and (b) are commercially impracticable, (c) terminate the license of the Product and refund to the Customer the license fee paid by the Customer as reduced to reflect a three (3) year straight-line depreciation from the applicable license purchase date. The foregoing indemnification obligation of Hammerkit shall not apply: (1) if the Product is modified by any party other than Hammerkit, but solely to the extent the alleged infringement is caused by such modification; (2) the Product is combined with other non-Hammerkit products or process not authorized by Hammerkit, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Product; (4) to any release of the Product other than the most current release; (5) to any third-party code contained within the Product; (6) to items provided on a no charge or evaluation basis.

13.2. THIS SECTION 11 SETS FORTH HAMMERKIT'S AND ITS SUPPLIERS' SOLE LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

14. Confidential Information

Each party agrees that all code, inventions, know- how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Hammerkit (or its agents), performance information relating to the Product, and the terms of these Terms and Conditions and the Order Form shall be deemed Confidential Information of Hammerkit without any marking or further designation. The fact that the Customer is a customer of Hammerkit shall not be

Confidential Information. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

15. References and Co-Marketing of the Product

15.1. Unless expressly in writing prohibited by the Customer, Hammerkit shall be entitled to use the Project as well as the Customer's name in its marketing activities.

15.2. Hammerkit and the Customer may separately agree in writing on co-marketing practices of the Product.

16. General

16.1. The Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. The Customer shall have right to assign the Agreement with Hammerkit's prior written consent, which shall not be unreasonably withheld. Any attempt to transfer or assign the Agreement without such written consent will be null and void. Hammerkit may assign the Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.

16.2. If any provision of the Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that the Agreement shall otherwise remain in effect.

16.3. The prevailing party in any action to enforce the Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

16.4. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed have been given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

16.5. No supplement, modification, or amendment of the Agreement shall be binding, unless executed in writing by a duly authorized representative of each party hereto. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by the Customer will supersede the Agreement, and

any such document shall be for administrative purposes only and shall have no legal effect.

16.6. These Terms and Conditions (including any documents referred to herein) and the Order Form with its appendices are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof.

16.7. The parties are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

16.8. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to sums due to the other party under the Agreement) if the delay or failure is due to unforeseen events which occur after the Order Date and which are beyond the reasonable control of such party including (but not limited to) blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

16.9. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law (without regard to the United Nations Convention on the International Sale of Goods) and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16.10. Any disputes relating to the Agreement shall be primarily settled through negotiations. In case settlement cannot be reached through negotiations, the dispute shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators. The arbitration shall be held in England and conducted in the English language.