

SERVICE END USER LICENSE AGREEMENT

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2. Title & Ownership. The Service, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereto and the related documentation and all intellectual property rights (including, without limitation, patents, copyrights, trade secrets and trademarks) evidenced by or embodied in and/or attached/connected/related thereto, are and shall be owned exclusively by Fornova. This Agreement does not convey to you an interest in or to the Service, but only a limited right of use revocable in accordance with the terms hereof. The rights granted by this Agreement are limited to those expressly stated herein, and no additional rights or licenses are being granted by implication or otherwise.

3. Restrictions. Except as expressly authorized herein, you shall not: (A) take any action designed to defeat the operation of any security measure incorporated in the Service; (B) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the Service, or any portion thereof, to any third party; (C) use the Service in any manner not authorized by this Agreement.

4. Content. You hereby grant Fornova a nonexclusive, worldwide, fully paid-up, royalty-free, transferable, sub-licensable, perpetual, irrevocable right and license to access, extract, harvest, reformat, download, use, store, host on its servers, transfer to third parties listed on the Purchase Order, display and otherwise exploit any and all data, information, materials, content including without limitation text, data, files, software, audio, video, images and/or any other digital content available on your website (“**Content**”), in any media formats, solely for the purpose of provision and/or marketing of the Services. Such license will apply to any form, media, or technology now known or hereafter developed. You hereby warrant and represent that: (i) you are the sole owner of and/or hold all rights in and to the Content and use thereof pursuant to this Agreement; (ii) there are no restrictions, limitations which prevent or restrict you from granting Fornova the license above; (iii) the Content will not: (a) infringe upon or violate any right of any third party and/or otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction; (b) facilitate or promote illegal activity, or contain content that is illegal; (c) contain content, material or information that is defamatory, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability; (d) contain sexually suggestive or explicit content; (e) disparage, defame, or discredit any third person; and (iv) the Content is free of any digital rights management, including any software designed to limit the number of times Content may be copied or played. You are responsible for ensuring that Content and your website are accessible to Fornova in the form and format required by Fornova for provision of the Services at the times scheduled by Fornova and are responsible for regular back up of your Content in such a manner ensuring full protection against loss or damage or corruption from any cause for the purposes of full restoration thereof. You shall indemnify, defend and hold Fornova harmless from and against any and all loss, damages, costs and/or expenses arising from any demands, claims, proceedings in connection with breach of your warranties above.

5. Confidentiality. Each of the parties may be exposed to certain information concerning without limitation the other party’s business and that constitute such party’s confidential information and that is not generally known to the public (“**Confidential Information**”). The receiving party agrees to take appropriate steps to protect such Confidential Information from disclosure and will not disclose such Confidential Information to any third party without the prior written consent of the disclosing party.

6. Warranty Disclaimer. ANY USE BY YOU OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FORNOVA DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, AND NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RESULTS IN RESPECT OF THE SERVICES, CONTENT, WORK PRODUCT THEREOF AND ANY INFORMATION AGGREGATED BY THE SERVICE. FORNOVA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE, WITHOUT DELAY AND/OR IN AN UNINTERRUPTED AND/OR TIMELY FASHION, AND/OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM AND/OR SECURED FROM UNAUTHORIZED ACCESS. FORNOVA IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SERVICE. NO FORNOVA DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FORNOVA BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, LOSS OF GOODWILL ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF FORNOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FORNOVA'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU DURING THE 12 MONTHS PERIOD PRECEEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

8. Termination. Fornova may terminate the agreement with a notice of 30 days in advance. Your failure to comply with the terms of this Agreement shall terminate your license and this Agreement. Upon termination of this Agreement by Fornova: (i) the License granted to you in this Agreement shall expire upon termination and you shall discontinue all further use of the Service; and (ii) you shall promptly return to Fornova all tangible property representing Fornova's intellectual property rights and all copies thereof and/or shall erase/delete any such information held by it in electronic form. Sections 2 and 4-9 shall survive any termination of this Agreement.

9. Governing Law & Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the United Kingdom (without regard to conflict of law provisions), and the courts of London shall have exclusive jurisdiction and venue to adjudicate any conflict or dispute arising out of this Agreement. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties. No action, regardless of form, arising out of this Agreement may be brought by you more than two (2) years after such cause of action shall have accrued. You may not assign, sublicense, transfer, pledge, lease, rent or share your rights under this Agreement. This Agreement shall constitute the entire Agreement between the parties hereto. Fornova shall not be liable for any Service malfunctions and/or delays or breach of its obligations caused by circumstances beyond its reasonable control, regardless of whether such circumstances could have been foreseen.