

Agreement Ref.....

SUBSCRIPTION AGREEMENT

THIS **SUBSCRIPTION AGREEMENT ("Agreement")** is entered into this 07th day of June, 2010 (the "Effective Date") by and between [Redacted] with its registered office at [Redacted] on behalf of itself and [Redacted] and Export Guarantee & Insurance Corporation, a Czech corporation with its principal offices at Vodickova 34701, Prague 1, 111 21, Czech Republic ("Client") (collectively, Parties).

Term: 1 year(s)		Site License ('SL')	Enterprise-Wide License ('EWL')	User License only ('UL')
Currency: GBP		One-Off License ('OOL')		
Account #	Account Manager:	Vertical Sales: Global Products	Membership of Association (if applicable) #	Client Reference #
				Client VAT# (if applicable)
Locations/ Sites	Concurrent Users	Media	Product Code	License Type (S/E/W/L/U L/OOL)
				Product Subscription Start Date
				Products Description
				Annual Fee (ex-Taxes)
				Total Fee
				Expenses
Billing Address: Vodickova 34701, Prague 1, 111 21, Czech Republic			Client Contact Name (Incl. E-mail Address & Contact No.): Rakusanová Linda.rakusanova@EGAP.CZ +420 222 642223	
Special Billing Instructions:				
Other information:				
Locations/ Sites	Street Address, City, State/Province, Country		Zip/Postal Code	Authorized Users per Location
				IP Address(es) or Ranges
Subject to the terms and conditions of this Agreement, new business quotes are valid for 35 days and renewal quotes are valid through the current annual subscription expiration date.				
SPECIAL TERMS AND CONDITIONS				

DEFINITIONS

1.1 "Authorized User(s)" means full- or part-time employees of Client and those Client contractors who are required to access a Product solely for the purpose of assisting Client's use of the Product for its internal business purposes only. Client will be fully liable and responsible for the acts and omissions of its Authorized Users.

1.2 "Concurrent Users" applicable only to certain Products, means the number of Authorized Users at any Site who may access the Product at the same time as set forth above or in the Order Form. Additional Concurrent Users will affect Client's Fees.

1.3 "Documentation" means the user guides and manuals provided by to Client for use with a Product, if any.

1.4 "Expenses" means all reasonable and documented expenses incurred by [redacted] in providing specific Products to Client, (including, without limitation, media and shipping charges, accommodation and

meals communications and/or administrative charges, courier and travel costs, if applicable) and for which Client is obligated to pay [redacted]

1.5 "Enterprise-Wide License" applicable only to certain Products, means that Client has purchased access to Products throughout Client's locations, including through proxy or community access from a variety of locations, and that an unlimited number of Authorized Users may access the Product at the same time. Client acknowledges that the Enterprise-Wide License creates additional risk of misuse and abuse and that [redacted] pricing reflects this increased risk.

1.6 "Site" means those Client locations whose addresses are specified above or in the Order Form.

1.7 "Fees" means the money due and owing to [redacted] for Products provided, as set forth above and/or in the Order Form. Fees are exclusive of Expenses and taxes, which will be charged separately to the Client. [redacted] If the initial term as set out above or in the Order Form is more than 12 months, [redacted] reserves the right to modify the Fees after the expiry of the initial 12 month subscription period anytime by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

1.8 "Affiliate" means any entity that owns, is owned by or is under common ownership of either a holding company or any of the subsidiaries of [redacted]. Affiliates are not deemed to be subcontractors for any term or condition hereunder that relates to the use of subcontractors.

1.9 "One-Off License" applicable only to certain Products, means that Client's access to the Product is perpetual and not based on ongoing subscription; such Products may include digital data, database or other information embodied in any format (including CDs, DVDs and/or [redacted] online application).

1.10 "Order Form(s)" means the form executed by the Parties that identifies the Product(s) being provided, the term and type of the license, due dates, Fees, Expenses and any terms or conditions unique to the particular Product to be provided therein and which forms integral part of this Agreement.

1.11 "Product(s)" means all information (including without limitation data, databases, standards and well logs) provided by [redacted] to Client. Products also include any web tools, search engines or software that are incorporated into CDs or DVDs or that can be used by Client when accessing Products via the Internet and [redacted] website.

1.12 "Site License" applicable only to certain Products, means that Client's access to the Product is restricted to the Sites listed above or in the Order Form. Proxy or community access from off-Site locations to the Site(s) is strictly prohibited, except where expressly permitted by [redacted] in writing. Additional Sites will affect Client's Fees. Client acknowledges that Fees for Site Licenses are based on the specific access restrictions to them.

1.13 "User License" applicable only to certain Products, means Client has access to the Product limited to number of Authorized Users specified above or in the Order Form.

2. FEES

2.1 [redacted] will invoice Client for all Fees and Expenses as set forth above and/or in the Order Form in advance for licensing the Products under this Agreement, such Fees and Expenses are quoted in the currency set forth above and/or in the Order Form and Client must pay in said currency. Except as otherwise stated herein, Fees for Products are not refundable.

2.2 Client will pay [redacted] the Fees and Expenses set forth above and/or in the Order Form within 30 days from date of an Invoice Issued to Client by [redacted]. Any payments not received by [redacted] when due will be considered past due, and [redacted] may choose to accrue interest at the rate of five percent (5%) above the European Central Bank "Marginal lending

facility" rate. In addition to all other rights. [redacted] In its sole discretion, may discontinue the provision of Products if Client does not pay any invoice within the cure period provided in section 9 of this Agreement. Client has no right of set-off.

2.3 For all Products provided hereunder, delivery is deemed to occur and risk of loss passes when [redacted] provides access codes to Client that allow Client to access or to take immediate possession of Products, whichever occurs first.

2.4 All Fees and Expenses specified in this Agreement are exclusive of and Client is solely responsible for payment of all value-added, sales, use, import, duties, customs or other taxes applicable to the providing of Products under this Agreement, except for any taxes assessed upon the income of [redacted]. To receive tax exempt status, Client must submit applicable documentation proving tax-exempt status to [redacted] prior to [redacted] issuing the first invoice. Client must pay the said taxes invoiced prior to receipt by [redacted] of such documentation.

3. TERM & RENEWAL

3.1 Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement commences from the Product subscription start date and continues for a period as set forth above or in any attached Order Form or in this Agreement.

3.2 So long as Client is not in material breach of this Agreement, the initial term will automatically renew for successive renewal terms of 12 month period, unless Client provides [redacted] with written notice of its intent not to renew at least 30 days prior to the end of the initial or any renewal term.

3.3 If Client attempts to terminate this Agreement or any Product subscription set forth above or in the Order Form during the term, any Fees payable under this Agreement for such period will be invoiced by [redacted] in full. Where Client has already paid the Fees in advance any Fees relating to unused period of the term shall be forfeited.

4. LICENSE/AUTHORIZED USE/INTELLECTUAL PROPERTY RIGHTS

4.1 [redacted] grants to Client under this Agreement the type of license (Site License, Enterprise-Wide, User License or One-off License), for each of the Products, as set forth herein or in any Order Form and for the term set forth therein. Certain Products are not eligible for Enterprise-Wide Licenses or One-Off Licenses. Any License granted hereunder is a nonexclusive, nontransferable, revocable license allowing Client to use the Products in the specified media and accompanying Documentation (if any), for Client's internal business use only for the term specified herein or in any Order Form. The licenses granted herein are personal to Client and its Authorized Users only.

4.2 Client may not copy, distribute, republish, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, publish on a network, or otherwise reproduce, disclose or make available to others or create derivative works from, the Product or any portion thereof, except as specifically authorized herein. Client must not remove any proprietary legends or markings, including copyright notices, electronically encoded information, watermarks, or any specific markings.

4.3 Client may retain one archival hard copy of all Products licensed hereunder. Such archival copy may not be accessed on a day-to-day basis for reference or to form a library or other purposes and may only be used in emergency situations, such as when Client's electronic access to the Products is unavailable.

4.4 Client may retain as few copies of the Products, or any portion thereof, as are necessary if specifically required by law. Such copies may not be accessed on a day-to-day basis for reference or other purposes. Except as set forth herein, Client may not otherwise permanently retain copies of Products: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form filed to form part of any hard copy reference collection.

4.5 Client must secure all forms of Product files to prevent access by unauthorized individuals or local area network users. Under a Site License, Client is not authorized to transmit Products electronically or by any other means in any form to any other Site. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

4.6 Client acknowledges that the data, software, equipment, and Documentation contained in Product(s) and all material, whether delivered on data tape, hard copy, electronically or otherwise are developed entirely at private expense, comprise valued proprietary and commercial information of and third party providers and are the property of and third party providers. Client acknowledges that this license granted herein does not confer any ownership rights whatsoever in Products.

4.6 Client will not remove any copyright, trademark or other proprietary notices of or any third party contained on or in Products or other materials delivered to Client, and Client will reproduce all such notices on all copies permitted to be made by Client under this Agreement. Client will take any and all actions that may reasonably be required by to protect the proprietary rights as owned by or third party providers.

4.7 may use all suggestions, feedback, improvements, report formats or the like that Client provides to or otherwise makes with respect to Products without any obligation to Client.

4.8 In the event the Products licensed hereunder are provided along with any web tool or search engine or software in order to access the Products ("Software"), Client undertakes and agrees to use the Software only for purpose of accessing the Products and subject to the restrictions as set forth herein. Client may not transfer, sublicense, relicense or commercially exploit the Software or use such Software for third party transactions, commercial time-sharing, rental or service bureau use or publicly perform or publicly display the Software. Client must take all reasonable steps to ensure that no unauthorized persons shall have access to the Software. Client must not reverse engineer, disassemble, decompile, create derivative works or otherwise alter or modify the Software. Unless otherwise agreed, Client shall not be entitled to any technical support in relation to the Software.

4.9 If One-Off License is granted hereunder for any Product listed in the Order Form, without limiting the generality of the foregoing, Client may not: (a) market, sell or distribute the Product; (b) make the Product available to any individuals other than Authorized Users; (c) rent, lease, grant a security interest in, or otherwise transfer or attempt to transfer any rights in or to the Product; or (d) remove or deface any legends, restrictions, product identification, copyright, trademark or other proprietary notices from the Product and/or any related Documentation.

5. CONFIDENTIALITY

5.1 Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized by either party or as expressly provided in this Agreement without the prior written consent of the other. The Parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.

5.2 For the purpose of this section, "Confidential Information" means: (a) information related to Products, Documentations, methodologies; (b) any Discloser business or technical information, including, without limitation, any information relating to Discloser's products, services, prices, marketing plans, business process management, analytics technologies, business opportunities, customers, or personnel; (b) any other information of Discloser that is specifically designated as confidential or proprietary; or (c) any information that by its nature, Recipient knows or should know is confidential or proprietary. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognised

stock exchange, (iii) obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the confidential information or material.

6. WARRANTIES AND DISCLAIMERS.

6.1. Each party represents and warrants that it is fully authorized to enter into this Agreement.

6.2 The Product(s) provided under this Agreement is provided "AS IS", such Product(s) are compiled from materials furnished to or obtained by from outside sources. does not warrant the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements. Client is solely responsible for its use of Products.

6.3 Disclaimer of Warranties. DISCLAIMS ALL OTHER

EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

7. INDEMNIFICATION

7.1 will indemnify, defend and hold harmless Client from and against any third party claims alleging that Products furnished under and used in accordance with the terms and conditions of this Agreement infringe or misappropriate a US/UK patent issued as of the Effective Date or US/UK copyright, trademark or trade secret ("Infringement Claim"). will not so indemnify, defend and hold harmless Client to the extent any Infringement Claim would not have arisen but for: (i) any modification of a Product not specifically authorized in writing by; (ii) the incorporation of any feature or information provided by or requested by Client into a Product; (iii) the combination of Product with any third party software, equipment or information not specified in the Documentation; (iv) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version and informed Client of same; (v) Client's misuse of the Product or failure to protect Confidential information as required herein. In the event Products are held or are believed by to infringe, may choose, at its sole option and expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products as provided hereunder; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate this Agreement for the infringing Products and refund Fees paid, prorated from the date of the Infringement Claim. This section 7.1 states the entire liability of and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

7.2 Client will indemnify and hold harmless from and against any loss or damage suffered by as a result of Client's breach of the licenses and rights granted herein.

7.3 Each Party will indemnify, defend and hold the other Party harmless from any claim, demands, liabilities, suits or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on the other Party's premises.

7.4 Indemnification Procedure. The indemnification obligations of each party under this section 7, are contingent upon the indemnified party providing to the party who has the indemnification obligation: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the request and expense of party to indemnify, in the defence or settlement of the alleged claim. If the indemnified party chooses to be represented by counsel, it shall be at the indemnified party's sole cost and expense.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR CLIENT'S BREACH OF LICENSE GRANTS OR RESTRICTIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR:

- (I) ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY; OR
- (II) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS OR BUSINESS; OR
- (III) LOSS OF DATA OR INFORMATION; OR
- (IV) LOSS OF GOOD WILL OR REPUTATION AND/OR SIMILAR LOSSES; OR
- (V) BUSINESS INTERRUPTIONS; OR
- (VI) OTHER ECONOMIC LOSS OR DAMAGE;

ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES. FOR PURPOSES OF THIS SECTION, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AWARDED BY A COURT TO A THIRD PARTY AND PAID BY THE PARTY TO BE INDEMNIFIED ARE CONSIDERED DIRECT DAMAGES HEREUNDER.

8.2. WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO:

- (I) USE OF PRODUCTS; OR
- (II) CLIENTS' NEGLIGENCE AND WILLFUL ACT; OR
- (III) MODIFICATIONS TO PRODUCTS; WHETHER SUCH DAMAGES ARE SUFFERED BY CLIENT OR ANY THIRD PARTY.

8.2.2 Client's sole and exclusive remedies for breach of warranty by are set forth in this Agreement.

8.3 Except for Client's breach of license grants or restrictions contained in this Agreement each Party's total aggregate liability in contract, tort, (including negligence) misrepresentation or otherwise, including liability for any damages arising out of or related to this Agreement will not exceed Fees paid by Client hereunder for the Products that is the subject of the claim for the immediately preceding 6 months or for the period of time the defective Product are provided, whichever is shorter. Client acknowledges that the pricing reflects this allocation of risk, and the limitation of liability specified in this section will apply regardless of whether any limited or exclusive remedy specified in this Agreement fails of its essential purpose.

8.4 The limitations set forth in this section will not apply to (i) damages related to death or personal injury arising out of the negligence or willful act of the other Party; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party.

9. TERMINATION.

9.1 Either Party may terminate this Agreement if: (a) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within thirty (30) days of written notice thereof; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or the other Party is adjudged bankrupt. Neither party has a right to terminate for cross default.

9.2 Either Party may terminate or suspend its performance under this Agreement with no less than 5 days written notice if: (a) necessary, as expressed by an opinion of outside counsel to protect its legal liability to third parties; or (b) it has reasonable evidence of the other Party's fraudulent or illegal use of Products; or (c) required by legal or regulatory authority. In addition, may terminate this Agreement if (i) no longer has the necessary right from any third party to license or distribute the Product; or (ii) Client fails to join any applicable trade association membership during a certain period or ceases to be a member of such association after entering into this Agreement or at any time during the term and refuses to pay the non-member rates, applicable to a change of its membership status. Any termination under

this section 9 does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products.

9.3 Upon the termination of this Agreement, all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

9.4 Upon any expiration or other termination of this Agreement all licenses granted herein immediately will terminate. Client represents and warrants that upon expiration or other termination of this Agreement, Client immediately will (i) discontinue all use of Product(s); (ii) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (iii) provide a notarized written certification to that Client has complied with this section. For the avoidance of doubt, the termination/expiration of this Agreement as it applies to a particular Order Form does not terminate/expire this Agreement in relation to any other Order Form whose term is in existence at the time of such termination/expiration.

10. FOREIGN CORRUPT PRACTICES ACT. Client acknowledges that under the laws of the U.S., it is unlawful for its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially administrative or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Client will not make any such payment directly or indirectly, on behalf of or Affiliates, while this Agreement is in effect.

11. U.S. GOVERNMENT USE. This section applies to any Products, Client licenses hereunder to use on behalf of a unit or agency of the U.S. Government, its agencies or instrumentalities (U.S. Government") or where Client obtains such licenses directly or indirectly on behalf of a unit or agency of the U.S. Government. The Products provided hereunder: (a) were developed at private expense and are in all respects the proprietary information of (b) were not developed with government funds; (c) are a trade secret of for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government's use, duplication or disclosure of the Products is subject to the restrictions set forth by Any Product, used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as set forth herein. Any software or tools embedded in Product(s) used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS set forth in herein. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARs 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is

12. EXPORT CONTROL. The Products provided by under this Agreement may contain technical data (e.g., encryption technology) the export, re-export, transfer or sale of which is controlled by U.S. export control laws. will export the Products as per this Agreement consistent with U.S. law and Client agrees that diversion of the Products contrary to U.S. law is prohibited. Client acknowledges that other nations' laws may apply to the Products. In particular, several jurisdictions have controls that may apply to Products containing encryption technology. Client must comply with all applicable laws that may impose registration, reporting, licensing, or other requirements on the Products.

13. AUDIT. Upon reasonable notice by: to Client, and not more than once annually (unless prior violations have been discovered), may audit relevant records at Client's location during normal business hours to enable to ensure Client's compliance with this Agreement.

14. FORCE MAJEURE. Either Party may be excused from the performance of any obligation under this Agreement, except payment for any Products, due to any act or condition whatsoever beyond the

reasonable control of and not occasioned by the fault or negligence of such Party, including, without limitation, acts of God, acts of terrorism, acts of nature or of a public enemy, acts of a federal government or any state or political subdivision thereof, Internet outages, fires, floods, explosions, wars, or other catastrophes; labor disturbances; freight embargos; or delays of a supplier or subcontractor due to such causes.

15. SECURITY MEASURES

15.1 may impose whatever security measures it reasonably deems appropriate to ensure compliance with this Agreement, including covert and overt copy-detection and license awareness technology and encoding of requestor/user information in printed and electronic formats. Any attempt to circumvent such access restrictions or security measures will be considered a material breach of this Agreement.

15.2 For certain Products, will issue to Client a password to access the Product, which Client acknowledges is only for Client's and its Authorized Users use and may not be shared with anyone other than Authorized Users. Client is solely responsible for all use, authorized or unauthorized, of Product (including use by Authorized Users). Client must notify immediately of any unauthorized use of Product(s) and/or passwords.

16. HELPDESK SUPPORT. shall provide telephone or on-line helpdesk support to assist Client's with any material issues relating to the access of the Product in accordance with the Customer Care Policy in force from time to time.

17. MISCELLANEOUS.

17.1 The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties.

17.2 This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, purchase order terms and conditions or invoice will in any way modify or add any additional terms or conditions to this Agreement. Such Client-issued purchase orders are for Client's internal purposes only and do not affect in any way Client's obligations under this Agreement; provided however that such typically variable terms as price, quantity, tax exempt status, delivery date, shipping instructions and the like, as applicable and only as mutually agreed upon and as may be specified on Client-issued purchase orders.

17.3 The Parties may not modify, alter or amend this Agreement except by written instrument duly executed by authorized representatives of both Parties.

17.4 No failure or delay by either Party to exercise any right hereunder at any time operates as a waiver of such right at any future time.

17.5 Client may assign this Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) only with the prior written consent of which consent will not be unreasonably conditioned, withheld or delayed. Any requested assignment (i) to a direct competitor of (ii) that would interfere with performance of obligations under this Agreement; or (iii) that changes the scope of the usage and the intent contemplated by the Parties under this Agreement, is deemed unreasonable. Any assignment or transfer in violation of the above is void.

17.6 This Agreement is binding on the Parties, their successors and assigns. at its sole discretion reserves the right to subcontract any or all of its obligations under this Agreement to subcontractors of its choosing.

17.7 This Agreement will be construed under the laws of England and Wales, without regard to its conflicts of law principles and each Party hereby submits to the exclusive jurisdiction of English Courts. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The English language

version of this Agreement will be controlling in the interpretation or application of the terms of this Agreement.

17.8 If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect.

17.9 All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the parties will designate in writing from time to time. Notices are deemed delivered when received by any of the above means. Any legal notices must also be copied to "Attention: Legal Department, Vice President & Chief Legal Officer."

17.10 and Client agree that may publicize the fact that Client is a user of the Products in a mutually agreed upon initial press release. Thereafter, will use Client name only in a list of other Clients. Any additional publicity concerning Client will require Client's prior written consent. Client acknowledges and agrees that details of Clients and Authorized Users and payment record may be submitted to other third parties for the purpose of validating Clients membership of any applicable trade organization.

17.11 The terms and conditions of this Agreement will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

17.12 No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.

17.13 Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement.

17.14 This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

CLIENT

By [Signature]

M: SGMOL

Printed Name

Title: Deputy CEO

By

Printed Name

Title: