

TERMS AND CONDITIONS OF SALE

1 Software Licence and Catalogue Agreement

This software licence agreement, including any warranty and special provisions, is a legal agreement between the purchaser (either an individual or an entity) and the company Compusoft GB Ltd, as manufacturer/distributor of this software. By using the software, you are agreeing to be bound by the terms of the agreement. If you do not agree to the terms contained herein please return any hardware/software unopened along with any accompanying items to Compusoft GB Ltd, Ash Tree House, Norman Court, Ashby de la Zouch, LE65 2UZ

2 Grant of Licence

This licence agreement permits you to use one copy of Winner/InnoPlus software and/or the catalogue software (electronic data made from printed catalogues of kitchen/furniture/bathroom/appliance manufacturers) included in this package on a single computer when it is loaded in the temporary memory (ie RAM) or installed into permanent memory (ie Hard disk; CD Rom; USB Drive, or other storage device) of that computer. For installation in a network, in which different users have simultaneous access to the software and my use it (multi user systems) a separate licence agreement is required. You may receive the software via CD-ROM, or installed on the hard disk drive or ROM of your computer, or in multiple forms of media. Regardless of the number of types of media you receive you may use only the media appropriate to your single computer. You may not use the other media on another computer or loan, rent, lease or transfer them to other users. You may not rent or lease the software, but you may transfer the software and any other accompanying user documentation, updates, catalogues on a permanent basis provided you retain no copies and the recipient agrees to the terms

and obligations of the agreement. If the software is an update, or has been updated, any transfer must include the most recent update and all prior versions. You may not reverse engineer, decompile or disassemble the software. Any violation of the aforementioned paragraphs will be pursued by law and will entitle Compusoft GB Ltd to claim a contractual penalty of at least 50% of the buying price of the software. Compusoft GB Ltd reserves the right to put higher claims, depending on the damage that has been created by the purchaser's violation of the licence agreement.

3 Express Limited Warranty

Compusoft GB Ltd warrants that the software will perform substantially in accordance with the product manual/help section and that the software will be free from defects in materials and workmanship under normal use and service. The purchaser is held responsible to install and test the software within 14 days after receipt. The purchaser is obliged to give **written** notice of obvious defects in the software to Compusoft GB Ltd within 14 days of detection of any defect. In the case where the purchaser does not fulfil this obligation they will lose any claim under warranty.

4 Exclusion of Liability/Damages

As the purchaser, you acknowledge that no promise, representation or undertaking has been made by Compusoft GB Ltd to any person or company on its behalf in relation to the profitability of, or any consequence of benefits to be obtained from the delivery and use of the software and any accompanying manuals or written materials. You confirm that you have relied upon your own skill and judgement in deciding to acquire the software and any accompanying manuals or written



materials for your use. Except as and to the extent provided in this agreement, Compusoft GB Ltd will in no circumstances be liable for any other damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of business information or any other indirect or consequential loss) arising out of the use or inability to use or supply or non-supply of the software and any other accompanying written materials.

5 Delivery/Terms of Payment

All deliveries of the aforementioned software and accompanying materials will be done under the reserved title of Compusoft GB Ltd up to the moment of complete payment of all debt claims of Compusoft GB Ltd against the purchaser of the software. Default of payment will entitle the vendor to demand the return of the software/hardware lock as well as any other accompanying materials and documentation from the purchaser.

6 Software Service Agreement

This software service agreement permits you to make use of the help desk provided by Compusoft GB Ltd via telephone, fax, email or any other written means of communication. Moreover, the software service contract will entitle you to participate in the automatic release of new software versions as relevant.

7 Vendor's obligations

Compusoft GB Ltd obliges itself to give support and/or advice with reference to questions or problems raised by a customer in connection with the use of the software and the corresponding catalogue data within 48 hours of the oral or written request from the customer.

8 Updates

As indicated above, Compusoft GB Ltd grants the participation in all technical developments and improvements of the software to any subscriber of this software service contract to the extent that the client may obtain any tested and approved software release without additional payment. Compusoft GB Ltd reserves the right to decide on which media type these software releases will be distributed. Necessary changes in system setup parameters, etc which may be connected to the release changes are to be done by the client in accordance with the written documentation which will be provided by Compusoft GB Ltd along with the release media.

9 Defects in Software

Defects in software have to be reported to Compusoft GB Ltd within 14 days of detection of the software defect. In order to make use of the following rights the client is obliged to give written notice of the defects in the software to Compusoft GB Ltd. In the case of obvious software defects the client is entitled to ask Compusoft GB Ltd to take remedial measures to abolish the defects. The terms in which Compusoft GB Ltd has to provide these remedial measures is dependent on the impact/importance of the software defect. The minimum term will in any case be 4 (four) weeks. In the event Compusoft GB Ltd is not able to deliver remedial measures within the given period of time the client will receive a previous release of the software, which was free from eventual defects. After Compusoft GB Ltd has provided remedial measures for the software defect reported, the client is free to participate in the regular software release.

10 Service Hours

Compusoft GB Ltd provides telephone support from Monday to Friday, between the hours of 08.30 and



17.00. Any alterations to these times will be notified to you. Requests and problems may be reported by fax or email at any time. Please note however that the offices are closed during any Bank Holiday periods.

11 Payment Terms

The software service fees will be charged annually in advance in January each year and payment is required within our standard 30 day payment terms. In the case where the first year of the service contract is an incomplete calendar year, the service fees will be charged pro rata for the remaining months of the year. Failure to make payment of any invoice by its due date will, after appropriate reminders and correspondence, result in the licence being withdrawn. Where it is necessary to refer any outstanding amount during or at the end of the contract term to a Debt Recovery Agency, the amount owing will be subject to a surcharge of 15% plus VAT to cover any collection and legal fees incurred which will be the responsibility of the customer and will be legally enforceable.

12 Duration of the Software Service Contract/Subscription Agreement

After the minimum period of the software service contract or subscription agreement either of the parties may opt to cancel. Any such cancellation must be given in writing with a notice period of three months. The subscription agreement will automatically be renewed unless written notice to cancel has been received by Compusoft GB Ltd prior to three months from the end of the contracted agreement term date. The renewal will be charged at the current year price.

13 Cloud/Showcase Subscription Service

The minimum contractual subscription period for this service is one month. Either of the parties may cancel this subscription at the end of this term. Any such cancellation must be given in writing with a notice period of one month. Cloud service monthly subscription fee is applicable for up to one hundred projects stored. Cloud service monthly subscription fee doubles (from standard fee) for one hundred and one (and over), projects stored.

Any disputes arising from the agreement shall be governed by and interpreted in accordance with English Law, and subject to the jurisdiction of the English courts.