

Scribe Terms and Conditions

1. How these Terms and Conditions work

- 1.1 These Terms and Conditions incorporate the Master Services Terms and Conditions (the **MSTC**) which are available on our website at www.outsourcing.co.uk and apply to the Scribe Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC and these Terms and Conditions work together to govern our provision of the Scribe Services to you.
- 1.2 The defined terms below apply in these Additional Terms.

"Documentation"	the standard third party documentation we deliver to you with the Service Devices;
"Scribe Services"	a facility for the migration of data from Your Equipment to any apparatus, equipment, and/or hardware of ours, and integration of such data with other data held by us and/or with certain of our Licensor's software (including Microsoft™ Dynamics) in each case by means of the Scribe Software and via the world wide web;
"Scribe Software"	software that is the property of Scribe Software Corporation;
"Service Device"	means any information technology hardware on to which Scribe Software is loaded that is located at your premises or those of your agents;

2. What we will do

- 2.1 We will provide you with the Scribe Services.
- 2.2 On request, we will provide you with one copy of the Documentation in hard copy form. You may not copy such Documentation without our prior written consent in each case.

3. What you will do

- 3.1 You will only use each Service Device for the purpose of benefiting from the Scribe Services. You may not change the location of any Service Device without our prior written consent in each case.
- 3.2 You must keep a copy of all terms of the Order that relates to Scribe Services with each Service Device.
- 3.3 Following the expiry or termination of any Order relating to Scribe Services, you will permit us and/or our agents to enter each of your premises for the purpose of removing all Scribe Software from all Service Devices (if any). We will use reasonable endeavours to provide you with reasonable advanced notice of the date(s) on which we intend to do

so.

- 3.4 You acknowledge and agree that your use of Scribe products accompanying the computer equipment rented or leased pursuant to this Order is governed by the Customer License Terms, a copy of which is appended to these Terms and Conditions at Appendix 1.

4. Liability

- 4.1 To the fullest extent permitted by applicable law, the Scribe Software we licence or sub-licence to you, any related documentation and the Scribe Services are provided to you on an "as is" basis, with all current defects included and without any express, implied, or statutory representation, warranty or condition of any kind (whether from us or from any persons who license software to us) including but not limited to any warranty or condition of satisfactory quality, merchantability or fitness for a particular purpose, that the Scribe Software will meet your requirements, that the Scribe Software will work in combination with other software or hardware, that the operation of the Scribe Software will be uninterrupted or error free, that errors in the Scribe Software will be corrected, that it will identify or filter out all known spam, viruses or other programming routines that might cause you damage, that the Scribe Software does not breach third party Intellectual Property Rights, or that you will have quiet enjoyment of the Scribe Software.
- 4.2 To the fullest extent permitted by law, our Licensors, their affiliates and each of their licensor's and suppliers will not have any liability to you concerning the Scribe Services, regardless of whether such liability is (a) direct or (b) indirect, special or consequential. Except where expressly set out to the contrary in this Order, each of them have no obligation to provide support services to you; any such support services being exclusively provided by us or third parties on our behalf.
- 4.3 Save to the extent expressly set out to the contrary in this Order, you acknowledge and agree that any Scribe Software we licence or sub-licence to you, and the Scribe Services are not designed or intended for use with equipment in hazardous environments in which their failure could lead to death or personal injury or severe physical, property or environmental damage. To the fullest extent permitted by law, we, our Licensors, their affiliates and each of their licensor's and suppliers will not have any liability to you for use of such Scribe Software by you and/or any use you make of the Scribe Services in each case in relation to such activities and disclaim any related representations, warranties and conditions, including as to fitness for purpose, in each case howsoever arising.
- 4.4 If the Scribe Software does not perform in substantial accordance with the specifications set out in the Documentation, we may at our option either replace or correct the defective software without additional charge. If, having used reasonable endeavours, we cannot provide such correction or replacement, on us informing you to such effect you may terminate the relevant Order by giving written notice to us to such effect. This clause 4.1 sets out your sole and exclusive remedy in such circumstances.

5. General

Clause 4 will continue to be in force even if this Order has terminated.

APPENDIX 1

SCRIBE CUSTOMER LICENCE TERMS

3 Bedford Farms Drive, Bedford, NH 03110 Phone: 603.622.5109 Fax: 603.622.3862

Exhibit A to Scribe Hosting Provider License Agreement

Customer License Terms

TERMS AND CONDITIONS REGARDING USE OF SCRIBE SOFTWARE

This document governs the use of Scribe software, which may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "Product(s)") provided by _____ (hereinafter referred to as "Company"). Company does not own the Product(s) and the use thereof is subject to certain rights and limitations of which Company must inform Customer. Customer's right to use the Product(s) is subject to the terms of Customer's agreement with Company, and to Customer's understanding of, compliance with, and consent to the following terms and conditions, which Company does not have authority to vary, alter, or amend.

1. DEFINITIONS

"Device" means each of a computer, workstation, terminal, handheld OC, pager, telephone, personal digital assistant, "smart phone," server or other electronic device.

2. OWNERSHIP OF LICENSED PRODUCTS.

The Product(s) are licensed to Company from Scribe Software Corporation (collectively "Scribe"). All title and intellectual property rights in and to the Product(s) (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Product(s)) are owned by Scribe. The Product(s) are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer's possession, access, or use of the Product(s) does not transfer any ownership of the Product(s) or any intellectual property rights to Customer.

3. USE OF CLIENT SOFTWARE.

Customer may use the Client Software installed on Customer's Devices by Company only in accordance with the instructions, and only in connection with the services, provided to Customer by Company. The terms of this document

permanently and irrevocably supersede the terms of any Scribe End User License Agreement that may be presented in electronic form during Customer's use of the Client Software.

4. COPIES. Customer may not make any copies of the Product(s); provided, however, that Customer may (a) make one copy of Client Software on Customer's Device as expressly authorized by Company. Customer must erase or destroy all such Client Software upon termination or cancellation of Customer's agreement with Company, upon notice from Company or upon transfer of Customer's Device to another person or entity, whichever occurs first. Customer may not copy any printed materials accompanying the Product(s).

5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION AND DISASSEMBLY.

Customer may not reverse engineer, decompile, or disassemble the Product(s), except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

6. NO RENTAL. Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Product(s) to any third party, and may not permit any third party to have access to and/or use the

functionality of the Product(s) except for the sole purpose of accessing the functionality of the Product(s) in the form of software services in accordance with the terms of this agreement and any agreement between Customer and Company.

7. USE OF PRODUCT(S). Customer acknowledges and agrees that Customer's **agreement** with Company prohibits providing data migration or other services to any third party, and Customer shall not use the Product(s) to provide any such services.

8. TERMINATION. Without prejudice to any other rights, Company may terminate Customer's rights to use the Product(s) if **Customer** fails to comply with these terms and conditions. In the event of termination or cancellation of Customer's agreement with Company or Company's agreement with Scribe under which the Product(s) are licensed, Customer must stop using and/or accessing the Product(s), and destroy all copies of the Product(s) and all of its component parts.

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY SCRIBE. ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY COMPANY AND NOT BY SCRIBE, ITS AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT. Any support for the Product(s) is provided to Customer by Company and is not provided by Scribe, its affiliates or subsidiaries.

11. NOT FAULT TOLERANT. THE LICENSED PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS. The Licensed Products are of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable international and U.S. laws that apply to the Product(s), including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments.

13. LIABILITY FOR BREACH. In addition to any liability Customer may have to Company, **Customer** agrees Customer will also be legally responsible directly to Scribe for any breach of these terms and conditions.