

VITALE DIGITAL LIMITED STANDARD TERMS AND CONDITIONS OF TRADING

These Standard Terms apply to the sale and supply by Vitale Digital Limited (Company Number 10025632) whose registered office address is Suite 1, 30 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU ("Vitale Digital") of Deliverables and/or Services to the Customer. Together with an applicable Proposal and/or Order Form they create a legally binding agreement ("Agreement") for those Deliverables and/or Services. By signing an Order Form and/or by paying for and/or receiving Deliverables and/or Services, in whole or part, Customer is indicating that it agrees to these Standard Terms. If Customer does not agree with these Standard Terms, it may not receive the Deliverables and/or Services. The Agreement shall be effective as of the date Vitale Digital signs the first Order Form (the "Effective Date").

1. DEFINITIONS

The following expressions shall have the meaning set out below:

1.1 "Agreement" means the written contract made up of an Order Form (if any), Proposal (if any) and these Standard Terms.

1.2 "Business Day" means any weekday other than a day designated as a national holiday in the UK.

1.3 "Customer" means the entity identified on an Order Form or other Vitale Digital written document (including email).

1.4 "Deliverables" means any software or other materials identified in an Order Form or other Vitale Digital writing for which Customer pays Fees and which are delivered to Customer excluding Ancillary Materials.

1.5 "Fees" means Vitale Digital's charges for Deliverables and/or Services.

1.6 "Order Form" means a Vitale Digital order form under which Customer may order Services and/or Deliverables set out in it.

1.7 "Proposal" means a Vitale Digital document setting out the details and/or cost of Services and Deliverables which the Customer may offer to purchase together with any additional, applicable contractual terms.

1.8 "Services" means: (i) the services to be performed by Vitale Digital in delivering any Deliverables; and (ii) any related services, as identified in an agreed Order Form or other Vitale Digital writing.

2. DELIVERABLES & SERVICES

2.1 Deliverables and Services. Subject to the payment by Customer of applicable Fees when due, Vitale Digital shall provide to Customer the Deliverables and Services expressly specified in an Agreement between them for which purpose it may use subcontractors without Customer's further consent.

2.2 Customer Obligations. As a condition of Vitale Digital's performance of its obligations under clause 2.1, Customer agrees to provide reasonably requested cooperation, materials, information, access and support promptly on request. Customer shall keep secret at all times all passwords used to gain access to the Deliverables, Ancillary Materials or other products of the Services and/or Vitale Digital's systems or network.

2.3 Customer Policies. Whilst on premises owned, controlled or hired by Customer, all Vitale Digital personnel shall conduct themselves in accordance with the standard health, safety and security policies of Customer applicable to its staff generally.

2.4 Acceptance. Criteria for acceptance of the Deliverables by Customer, if any, shall be specified in the applicable Services Attachment. Prior to delivery, Vitale Digital will test the Deliverables to ensure compliance with any applicable acceptance criteria. Deliverables shall be deemed

accepted by Customer unless objected to in writing within thirty (30) days of delivery ("Acceptance Period"). In the event that Customer notifies Vitale Digital in writing prior to the expiration of the Acceptance Period that a Deliverable fails to meet the applicable acceptance criteria, Vitale Digital shall use its commercially reasonable efforts to correct any such non-conformity within ten (10) Business Days and submit the corrected Deliverable to Customer for additional Acceptance Testing. Vitale Digital shall have no obligation or liability under this Agreement if any modifications are made to the Deliverables by anyone other than Vitale Digital, or if the Deliverables are integrated or combined with any other materials including, without limitation, software, hardware, or services not provided by Vitale Digital, or if the Deliverables are tested in a configuration not specified in the acceptance criteria.

3. OWNERSHIP OF DELIVERABLES AND ANCILLARY MATERIALS

3.1 Provided Customer is current in the payment of all Fees due, Customer shall own all right title and interest in and to all Deliverables, including all intellectual property rights therein and thereto for which such Fees have already been paid that first vests in Vitale Digital. For the avoidance of doubt, the foregoing provisions of this Section 3.1 do not apply to: (i) anything owned or controlled by third parties including third party software (whether or not open source software), web programming languages, commonly used scripts, routines, libraries or similar items; or (ii) Ancillary Materials covered by Section 3.2 below. Customer hereby grants to Vitale Digital a royalty-free, perpetual, worldwide license, with the right to grant or authorize sublicenses, to subcontractors to use the Deliverables solely for the purposes of performing the Agreement. Nothing in this Agreement shall be deemed to prohibit Vitale Digital from using for any purpose any general knowledge, skills, techniques or methods it learns in the course of performing Services.

3.2 Other Materials. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to any materials that are not Deliverables but which are provided by Vitale Digital to Customer in connection with the provision to Customer of Services ("Ancillary Materials"), other than the rights of use specifically granted in this Agreement. Customer shall be entitled to keep and use all Ancillary Materials provided by Vitale Digital to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to Vitale Digital. In particular and without limitation, Ancillary Materials may not be lent, hired out, sold, or offered for sale.

4. FEES, PAYMENT AND TAXES

4.1 Fees. Fixed-price/T&M. Services shall be provided on a fixed-price or time and material ("T&M") basis as set out in the Agreement. T&M Services shall be supplied pursuant to the then-current T&M rates when the Services are performed. If requested by the Customer and agreed by Vitale Digital, weekend (Saturday Sunday) or Bank/National Holiday working will be charged at 1.5 times the applicable daily rate. The cost of fixed price engagements shall not exceed the fixed price set out in the applicable Agreement. Vitale Digital may charge more

than the agreed fixed price in the event of any Customer requested or agreed changes to the Deliverables and/or Services. Any estimate of time or number of days required to perform Services, or any price for T&M Services stated in the Agreement shall be deemed an estimate for Customer's budgeting. After any such estimate of time, days or price is expended, Vitale Digital may continue to provide the Services on a T&M basis, unless otherwise set forth in the Agreement. Unless specifically stated otherwise, the Customer shall reimburse Vitale Digital for Expenses.

4.2 Payment. Unless otherwise specified on an Order Form, all invoices will be paid in GBP Sterling and are due upon receipt and will be paid within thirty (30) days of the date of the invoice. Payments will be made without right of set-off or chargeback. Any amount not paid when due will bear interest at the statutory rate for judgments prevailing from time to time or, the maximum rate permitted by applicable law, whichever is less, determined on a daily basis from the date due until the date paid.

4.3 Taxes. All amounts payable by Customer to Vitale Digital under this Agreement are expressed exclusive of VAT which shall be paid in addition subject to receipt of an invoice valid for VAT purposes. In the event of a bona fide dispute over the accuracy of an invoice, Customer shall pay the undisputed amount on time and use good faith efforts to resolve the disputed element as quickly as possible.

5. TERM AND TERMINATION

5.1 Term.

(a) Agreement. The Agreement shall commence on the Effective Date and shall continue thereafter, unless earlier terminated under Section 5.2 below. The Agreement may be terminated on sixty days' written notice without cause provided that no Deliverables, Services or Fees remain outstanding at the time such notice is given.

5.2 Termination. Either party may, upon written notice to the other party, terminate an Order Form or Proposal for material breach by the other party if such party has failed to cure such material breach within thirty (30) days of receiving written notice of such material breach from the non-breaching party.

5.3 Suspension. In the event of a breach by Customer of its obligations under any part of the Agreement, in addition to the remedies set out elsewhere in the Agreement, Vitale Digital shall be entitled to suspend performance of the Agreement and turn off access to any Customer website or other service hosted by Vitale Digital or otherwise under Vitale Digital's control without liability to Customer.

5.4 Survival. All payment obligations under Section 4, plus Sections 3, 5.3, and 6 - 9 inclusive of these Terms shall survive any termination or expiration of the Agreement.

6. CONFIDENTIALITY

6.1 Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("Confidential Information"). Confidential Information includes, passwords provided to Customer by Vitale Digital to access systems and software hosted by Vitale Digital, documentation, Deliverables and all communications concerning Vitale Digital's or Customer's business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with Vitale Digital

software, anything provided by Vitale Digital in connection with its warranty obligations under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made.

6.2 Non-use and Non-disclosure. The parties shall at all times, both during the term of this Agreement and thereafter keep in trust and confidence all Confidential Information of the other party and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties without the other party's prior written consent.

6.3 Non-Applicability. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party's possession without restriction; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving party without use of the Confidential Information. In addition, nothing in this Section 7 shall be deemed to prevent a party from disclosing information as required by law, regulation or a court order.

6.4 Terms of this Agreement. Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to potential acquirers, accountants, attorneys and parent organizations pursuant to the terms of a non-disclosure or confidentiality agreement, or to potential investors.

6.5 Disclosure Required by Law. Notwithstanding anything to the contrary herein, each party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party's Confidential Information in compliance with that order. In doing so, to the extent permitted under applicable law, such party shall: (i) give the other party prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, give the other party notice of such disclosure promptly after complying with that order and (ii) fully cooperate with the other party, at the other party's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is necessary to comply with an applicable order.

7. WARRANTIES AND REMEDIES

7.1 Services Warranty and Remedy. Vitale Digital warrants that: (i) during the Term it will perform the Services in a workmanlike manner consistent with generally accepted industry standards; and (ii) that for a period of thirty (30) days from completion of the Services, any Deliverables will perform in all material respects in accordance with any applicable specifications therefor set out in the Agreement.

7.2 In the event of a breach of the foregoing warranty, Vitale Digital's sole obligation, and Customer's exclusive remedy shall be for Vitale Digital to re-perform the applicable Services. The warranty set out in sub-clause 7.1 (ii) shall not apply to: any

defect or failure resulting from: (a) misuse, use or combination of the Deliverables with any products, goods, services or other items furnished by anyone other than Vitale Digital (unless recommended by Vitale Digital in writing); (b) any modifications of the Deliverables not made by or for Vitale Digital; or (c) any use thereof by Customer in contradiction of the terms of this Agreement; or (d) loss or unauthorized use by Customer or persons acting through or under it of access passwords; or (e) unauthorized access by third parties not under the direct control of Vitale Digital (eg hackers); or (e) viruses, Trojans, worms and/or similar devices and techniques not introduced by Vitale Digital as part of the Deliverables and/or Services.

7.3 Warranty Disclaimer and Limitations. EXCEPT AS SET OUT IN SECTION 7.1, THE SERVICES, DELIVERABLES AND ANCILLARY MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND VITALE DIGITAL MAKE NO WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE DELIVERABLES, MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, VITALE DIGITAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE DELIVERABLES AND SERVICES PROVIDED BY VITALE DIGITAL HEREUNDER, AND WITH RESPECT TO THE USE OF THE FOREGOING.

8. LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Damages. SUBJECT TO SECTION 8.4 BELOW, IN NO EVENT SHALL VITALE DIGITAL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES, AND NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, VITALE DIGITAL SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN THE DELIVERY OR FURNISHING OF THE SERVICES.

8.2 Damages Cap. SUBJECT TO SECTION 8.4 BELOW, IN NO EVENT SHALL VITALE DIGITAL'S AGGREGATE, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED ONE HUNDRED AND FIFTY PERCENT (150%) OF THE AMOUNTS CUSTOMER WAS REQUIRED TO PAY VITALE DIGITAL UNDER THIS AGREEMENT FOR THE DELIVERABLES AND/OR SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.3 CUSTOMER AGREES THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

8.4 NOTHING IN THIS AGREEMENT SHALL HAVE EFFECT SO AS TO LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION, OR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

9. MISCELLANEOUS

9.1 Assignment. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Vitale Digital. Any assignment in violation of this Section 9.1 shall be void ab initio and of no effect. Subject to the foregoing, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. The Parties intend that no term of the contract made

by this Agreement may be enforced by any person who is not a party to it. The Parties reserve the right to agree to rescind or vary this Agreement without the consent of any other person. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be and hereby are excluded.

9.2 Customer Identification. Despite the provisions of Section 6, Customer consents to Vitale Digital's identification of Customer as a user of the Services, as applicable, on its website, through a press release issued by Vitale Digital and in other promotion materials. Customer also agrees to cooperate with Vitale Digital in writing a case study exposing how the Services are being used and the benefits the Customer is deriving from this use.

9.3 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement, other than monetary obligations, as a result of any cause or condition beyond such party's reasonable control.

9.4 Governing Law. This Agreement will be governed by and shall be construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over any and all disputes arising out of or in connection with it. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods. A breach by either party of Section 6 would cause irreparable harm for which the non-breaching party shall be entitled to seek injunctive relief. If any provision(s) hereof is held unenforceable, the Agreement will continue without said provision and be interpreted to reflect the original intent of the parties.

9.5 Notices. Any notice or other communication under this Agreement given by either party to the other will be deemed to be properly given if given in writing and delivered in person or facsimile, if acknowledged received by return facsimile or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified below the signatures on this Agreement. Either party may from time to time change its address for notices under this Section by giving the other party notice of the change in accordance with this Section 9.8.

9.6 Non-solicitation. During the Agreement and for a period of six (6) months following its expiry or earlier, lawful termination, Customer shall not solicit nor approach in any way any of Vitale Digital's employees or contract staff ("Restricted Persons") with a view to: (i) offering such Restricted Persons, employment; or (ii) soliciting services from them on their own account; or (iii) encouraging them to provide their services to a third party rather than Vitale Digital; or (iv) offering to them the opportunity to perform services colourably similar to the Services.

9.7 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

9.8 Entire Agreement. The Agreement, including all agreed written Order Forms and Proposals, (all of which are hereby incorporated into the Agreement by reference), along with any valid amendments to it, completely and exclusively state the entire agreement of the parties regarding its subject matter, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated, written amendment signed on behalf of Vitale Digital and Customer by their duly authorized representatives.