

QUORUM

GENERAL TERMS & CONDITIONS

The Software Agreement (“Agreement”), comes into effect on the date we receive your acceptance and unreserved approval to our Proposal. The Agreement consists of the signed 'Proposal' and the 'General Terms and Conditions of Use', outlined herein. The General Terms and Conditions, set forth all terms and conditions, obligations, responsibilities, liabilities and remedies as between (a) **You (“Licensee”)** and (b) **InfoScreen (Cyprus) Limited (“InfoScreen”)** in regards to your use of the **Quorum** software and any related updates, as described in Clause 1 below (collectively, “Software”) and any related services (including, but not limited to materials and documentation) as described in Clause 2 below. By using the Software, you confirm that you (a) have read and understood these General Terms and Conditions of Use, (b) accept and agree to be bound by them (c) acknowledge that this Agreement sets forth your exclusive remedies in respect of any claims you may have related to the Software, and (d) understand that this Agreement fully sets out the obligations and limitations of liabilities of InfoScreen, its licensors and the Representatives to you, notwithstanding any other prior or contemporaneous writing (including any related packaging or advertisements), promise, understanding, or oral representations made by any party including InfoScreen.

DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- **“Agreement”** refers to the signed, agreed Proposal and confirmation that the customer has read the General Terms & Conditions of Use as set forth here. Proposal acceptance can also be made via email confirmation from the email account of the designated person representing the customer.
- **“You” and “your”** refer to the Licensee, either an individual or entity that has executed this Agreement for the usage of the Software, having accepted the terms and conditions of use as set out herein and as these may be amended from time to time, and in the event that you are a body corporate, includes your employees.
- **“Software”** refers to the InfoScreen Quorum software, its modules and any related updates, as described in Clause 2 below.
- **“Services”** refers to the Services provided by InfoScreen, as described in Clause 2 below.
- **“Fees”** means the sum of money payable to InfoScreen for the Software, subject to Clause 7 below.
- **“Parties”** means InfoScreen and You.
- **“Effective date”** means the date at which we have received acceptance and unreserved approval to our proposal
- **“Website”** means the website found under the Domain Name www.quorumcentral.com and such other additional sites and domain names as the parties shall agree upon from time to time.

1. THE SOFTWARE

1.1. InfoScreen reserves the right to amend particular programs, information and facilities, which the

Software comprises from time to time at its discretion provided that any such changes will not diminish the quality of the Software.

2. THE SERVICES

2.1. The Services to be provided to you with the implementation of the Software, include User Support, Technical Support, Software Updates and Customisation Services, in accordance with the 'Maintenance & Support' clause found in the Agreement.

2.2. As part of the installation services, InfoScreen undertakes to provide adequate training to the licensee in the use of the Software. The exact training schedule for each customer, is mutually agreed upon. InfoScreen will also provide any technical support needed, to make the software operational, on condition that you have met all technical requirements as set out in the System Requirements set forth on the proposal provided to you.

2.3. Services requested by you after the initial installation, will be offered by InfoScreen in accordance to the fee structure stated in the Agreement. Additional services may include training, user/technical support, migration of data and customisation of official forms and templates.

2.4. New feature requests by you, are not considered Services. InfoScreen is under no obligation to develop new features for the Software for any particular customer, unless otherwise agreed. InfoScreen reserves the right to develop new features for the software, at a time of its choosing.

3. LICENSE

3.1. InfoScreen hereby grants to the Licensee an annual non-exclusive and non-transferable licence to use the Software from the Effective Date by up to but not exceeding the number specified for each, including, but not limited to, the Number of Users, Add-on Modules, Solution Type and Support Level.

4. TERM, MAINTENANCE & SUPPORT

4.1. The Agreement shall come into effect on the Effective date.

4.2. Annual maintenance starts on a date which shall be notified to you, which must occur after the Agreement is signed and after the designated account manager has initiated the first engagement.

4.3 If annual maintenance lapses for more than 90 days or was not purchased at the time of acquisition of the Software, a reinstatement request is to be raised to the designated account manager of which a reinstatement fee is assessed. The reinstatement fee shall be the lowest amount arising from applying the two methods herein set forth (a) all accrued annual maintenance fees for previous years in which annual maintenance was not subscribed, is to be duly paid off at its previously agreed cost or (b) 50% of the total price of the Agreement, given that no additional user(s) or module(s) were added; in the event where additional users and/or module(s) were acquired, the total applicable fee, for the calculation of the reinstatement fee, shall be that of the original Agreement plus any add-on Agreements. The annual maintenance fee of the last year will be prorated based on the number of calendar days from the date of annual maintenance starting date as described in Clause 4.2. Annual maintenance can only be purchased for all users but not a partial number of users, and it can only be purchased together with the annual maintenance of add-on module(s).

4.4. This Agreement shall be subject to earlier termination as provided for in Clause 7.

5. USE OF THE SOFTWARE

5.1. The Software is to be used only by you, using only the agreed number of licences as per Agreement.

5.2. You may not sell on or sublet the Software.

5.3. You agree to inform InfoScreen of any change of address and/or contact details.

5.4. You agree that you shall not without InfoScreen's express prior written consent:

5.4.1. Make any additions, modifications, adjustments or alterations to the Software;

5.4.2. Otherwise tamper with the Software and shall in any event ensure that no other person shall act as above.

6. PAYMENTS

6.1. You hereby agree to pay InfoScreen 100% of the amount applicable for the Implementation fee set forth in this Agreement, upon signing the Agreement.

6.2. You hereby agree to pay InfoScreen the 100% of the amount applicable for the System Licenses on an annual basis, in advance, via bank transfer for the amount due for the year (any related Bank charges are on your account). Payment shall be due within 7 days from the Effective date. A copy of the Bank slip must be sent to quorum-accounts@microgen.com.

6.3. Where the payment of any invoice or part thereof is NOT made, InfoScreen, without prejudice to its other rights hereunder or in law, reserves the right to charge interest on late payments at the rate of eight percent (8%) per annum from the due date.

6.4. In addition to the above, should you fail to make any payment when due under this Agreement InfoScreen shall have the right to limit or suspend the operability of the Software until the default be made good or at InfoScreen's absolute discretion to terminate this Agreement without prejudice to any other rights or remedies which may be available to InfoScreen in accordance with these terms and conditions, this Agreement, at law or otherwise. A reconnection fee of €300, will be applicable in the event where access to the Software has been suspended by InfoScreen for any of the above reasons.

6.5. Your order shall be non-cancelable once placed and the sums paid nonrefundable, except otherwise provided in the Agreement.

7. TERMINATION

7.1. InfoScreen may terminate the Agreement immediately if:

7.1.1. The Licensee commits any breach of these terms and conditions and / or fails to remedy such breach (or in so far as such breach is not capable of remedy to furnish adequate compensation thereof) within 30 days after receiving notice in writing from InfoScreen requiring it to do so;

7.1.2. The Licensee has been issued a winding up petition or liquidates voluntarily or mandatorily or makes an arrangement with its creditors or petitions for an administration order or has a manager or receiver appointed for its assets or becomes bankrupt or is unable to pay its debts in accordance with the law relating to this Agreement;

7.2. You may terminate the Agreement, if within 30 days of the date of the Agreement you send a written notice to InfoScreen requesting the termination of the Agreement.

8. WARRANTY

8.1. InfoScreen warrants that the Software will perform substantially in accordance with the accompanying written materials.

9. LIMITATION OF LIABILITY

9.1. InfoScreen shall not be liable in contract, tort or otherwise, including negligence for any direct, indirect or consequential loss or damage sustained by you or others directly or indirectly making use of the Software and/or the Services, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions or failures related to the Service.

9.2. In particular, InfoScreen accepts no such liability for:

9.2.1. Inability to gain access to the Software as a result of routine or emergency maintenance on the software;

9.2.2. Loss of data including both data transmitted and other data held by you;

9.2.3. Direct, indirect or consequential losses arising from use of the Software and/or the Services including loss of revenue, business, anticipated savings or profits.

9.3. It is InfoScreen's policy to virus check documents and files before they are posted on their website. However, InfoScreen cannot guarantee that documents or files downloaded from their website will be free from viruses and it does not accept any responsibility for any damage or loss caused by any virus.

10. CUSTOMER REMEDIES

10.1. InfoScreen's and its suppliers' entire liability and your exclusive remedy shall be, at InfoScreen's option, either (a) return of the price paid, or (b) repair or replacement of the Software that does not meet this Limited Warranty. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication or breach of any of the Clauses of this Agreement.

11. INDEMNIFICATION

11.1. You shall be liable, notwithstanding any other remedies InfoScreen may have against you, including termination of this Agreement, to indemnify InfoScreen, its parents, subsidiaries, affiliates, officers and employees, for any loss, claim, demand, or damage, including reasonable attorneys' fees, InfoScreen suffers and/or to reimburse InfoScreen for the gain you obtain in contravention of these Terms.

11.2. You agree to fully indemnify and to hold InfoScreen, its parents, subsidiaries, affiliates, officers and

employees, indemnified from and against any claim, demand, or damage, including reasonable attorneys' fees, brought by any third party resulting from the use of the Service and in respect of all losses, costs, actions, claims, expenses or liabilities whatsoever suffered or incurred directly by InfoScreen or its members in consequence of your non-observance of these Terms.

12. LINKS TO THIRD PARTY SOFTWARE / WEBSITES

12.1. InfoScreen does not accept any responsibility for any damage or loss you may suffer arising out of access to third party software and/or websites, including, but not limited to, damage or loss arising from your use of documents, or other information provided and/or found in those software and/or websites.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. You acknowledge that the copyright and any and all of the copyright, trademarks, patents and other intellectual property rights subsisting in or used in connection with the Software and/or Services and all information, documentation and materials relating thereto, such as text, software, music, sound, photographs, video and graphics are (unless another owner is specified therein or thereon) the property of InfoScreen and you shall not during or at any time after the expiry or termination of the agreement in any way question or dispute the ownership by InfoScreen of any such rights.

13.2. You shall not during or after the expiry or termination of this agreement without the prior written consent of InfoScreen (or another owner, if specified therein or thereon) or to the extent only permitted by the applicable law, abuse or permit the abuse of such copyright, trademarks, and other intellectual property rights.

13.3. Copyright in the Software: InfoScreen owns the Software. Save to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute or de-compile that software without InfoScreen's prior written consent.

13.4. Remedies: You acknowledge that civil and criminal penalties may be incurred in the event of any infringement of the copyright and/or other intellectual property rights in relation to the Software. You undertake to indemnify InfoScreen in full, against all loss, damage, costs and expenses, which may be incurred by InfoScreen by reason of any such infringement by you.

14. DATA PROTECTION AND CONFIDENTIALITY

14.1. InfoScreen acknowledges that your contact details and application data ("your personal data") may be confidential. InfoScreen will maintain the confidentiality of and protect your information in accordance with its normal procedures and all applicable laws, including the Protection of Personal Data (Protection of the Person) Law of 2001 and/or regulations issued there under.

14.2. You acknowledge that you will not send InfoScreen any personal data if you do not want that information to be processed by InfoScreen in the ways described by this notice.

14.3. InfoScreen may use information obtained about you solely for internal purposes including performance evaluation and creation of marketing reports at InfoScreen to aid future marketing of information about InfoScreen and its products. No personal or sensitive personal data will be used other than for the purpose for which it was originally obtained.

14.4. InfoScreen will not disclose your data to any other third party unless authorized by you or required to do so by the Protection of Personal Data (Protection of the Person) Law of 2001 as may be amended from time to time and/or regulations issued there under.

14.5. You hereby authorize InfoScreen to use your name and/or logo as a reference point on its marketing materials.

14.6. You have the right to access and the right to rectify your personal data by sending InfoScreen a written request to the firm's address given below or by email to sales@quorumcentral.com

14.7. Occasionally third parties may provide storage services to InfoScreen. In those circumstances those third parties shall be required to enter into a confidentiality agreement on no less stringent terms than found in this privacy statement and to process your data solely in accordance with InfoScreen's instructions.

15. FORCE MAJEURE

15.1. Neither party shall be liable to the other for any loss or damage, which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any power failure, system failure and the actions of internet service providers and users. InfoScreen shall, as soon as conditions return to normal, take all reasonable steps to rectify the failure at the earliest possible opportunity. In the event that the situation cannot be rectified or remedied or continues for a period of three months or more, either party may, at its option, terminate the agreement forthwith and without incurring any liability for this termination.

16. NOTICES

16.1. Any notice, direction or other communication given under this Agreement shall be in writing and sent via e-mail or fax or via regular mail. In the case of e-mail, or fax, valid notice shall only be deemed to have been given when an electronic or fax confirmation of delivery has been obtained by the sender. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 12:00 p.m., otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing. Any notification to you shall be sent to your postal address last communicated to InfoScreen and any notification to us shall be sent to:

InfoScreen (Cyprus) Limited

166 Agias Fylaxeos

Sophia Court, 3rd floor, Office 301

CY-3083 Lemesos

Cyprus

17. ASSIGNMENT

17.1. You may not assign or transfer all or any of your rights and obligations to any other person or company, without InfoScreen's prior written consent.

17.2. InfoScreen shall have the right to assign or transfer all or any of its rights and obligations to a InfoScreen associated company or other company or person on notice.

18. WAIVER

18.1. Failure by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

19. SEVERANCE

19.1. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as closely as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

20. VARIATION OF TERMS

20.1. InfoScreen reserves the right to vary these terms from time to time on giving you notice. You shall be deemed to have accepted the changes if you continue to use the Software after a period of two weeks from the delivery of the notice.

21. GOVERNING LAW, JURISDICTION

21.1. The Agreement is governed and construed in accordance with the Laws of Cyprus (in this agreement "the Law"), and each of us expressly and unconditionally submits to the exclusive jurisdiction of the competent Courts of the Republic of Cyprus. Each of us agrees that it will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.