



Stilo Migrate Hosted Service

End User License Agreement

BY USING THE MIGRATE SERVICE AS LISTED ON THE QUOTATION OR INVOICE, THE INDIVIDUAL OR ENTITY LICENSING THE SERVICE IS CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE.

INTRODUCTION

This End User License Agreement describes the terms and conditions pursuant to which Stilo will provide a Service to Client which shall include hosting and permitting access to use the Software (as defined below) and maintenance thereof. As part of the Service, Stilo will provide Licensee with use of the Service, including a browser interface and data transmission, access and storage.

1. License Grant & Restrictions

Stilo hereby grants Licensee a non-exclusive, non-transferable, worldwide right to use the Service, for the duration of the subscription period, solely for Licensee's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Licensee are reserved by Stilo and its licensors.

Licensee may not access the Service if Licensee are a direct competitor of Stilo, except with Stilo's prior written consent. In addition, Licensee may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

Licensee shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Licensee may use the Service only for Licensee's internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. USE OF THE SERVICE

2.1 Stilo's Responsibilities

Stilo shall: (i) provide to Licensee basic support for the Purchased Service and (ii) use commercially reasonable efforts to make the Purchased Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Stilo shall give at least 8 hours notice via the Purchased Service and which Stilo shall schedule to the extent practicable during the weekend hours from 6:00 p.m. EST time Friday to 3:00 a.m. EST time Monday, or (b) any unavailability caused by circumstances beyond Stilo's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Service only in accordance with applicable laws and government regulations.

2.2 Licensee's Responsibilities

Licensee shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Licensee's Data and of the means by which Licensee acquired such Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Stilo promptly of any such unauthorized access or use. Licensee shall not (a) make the Service available to anyone other than Users, (b) sell, resell, rent or lease the Service, (c) use the Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Service or their related systems or networks.

2.3 Usage Limitations

Service may be subject to other limitations, such as, for example, limits on disk storage space, or on the number of calls Licensee is permitted to make against our application programming interface.

3. Licensee's Responsibilities

Licensee is responsible for all activity occurring under Licensee User accounts and shall abide by all laws applicable to Licensee's use of the services, including those related to data privacy, international communications and the transmission of technical or personal data. Licensee shall: (i) notify Stilo immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Stilo immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Licensee or Licensee's Users; and (iii) not impersonate another Stilo Migrate user or provide false identity information to gain access to or use the Service.

4. Account Information and Content

Stilo does not own any data, information or material that Licensee submits to the Service in the course of using the Service ("Customer Content"). Licensee, not Stilo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content, and Stilo shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Content. In the event this Agreement is terminated, Stilo will make available to Licensee a file of the Customer Content within 30 days of termination.

5. Intellectual Property Ownership

Stilo alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Stilo Migrate Technology and the Content and the Service, excluding any and all Customer Content. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Service, the Stilo Migrate Technology or the Intellectual Property Rights owned by Stilo. The Stilo name, the Stilo logo, and the product names associated with the Service are trademarks of Stilo or third parties, and no right or license is granted to use them.

6. Charges and Payment of Fees

Licensee shall pay all fees or charges to Licensee's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Subscription fees must be paid annually in advance. Conversion credits for processing services (including page conversion, graphics conversion) must be purchased in advance. All payment obligations are non-cancellable and all amounts paid are non-refundable. Any conversion credits will expire should there not be at least one valid annual subscription in effect. All conversion credits purchased will be assigned to an individual portal, and shared between multiple subscribers to that portal, either individually or collectively.

Licensee is responsible for paying for all User subscriptions ordered for the entire Subscription Term, whether or not such User subscriptions are actively used. Licensee must provide Stilo with valid approved purchase order information as a condition to signing up for the Service. Added subscriptions will be subject to the following: (i) added subscriptions will be co-terminous with base subscriptions originally purchased and pro-rated accordingly; (ii) the fee for the added subscriptions will be the then current, generally applicable subscription fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. All pricing terms are confidential, and Licensee agrees not to disclose them to any third party.

Stilo's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Licensee shall be responsible for payment of all such taxes, levies, or duties.



Licensee agrees to provide Stilo with complete and accurate billing and contact information. This information includes Licensee's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Licensee agrees to update this information within 30 days of any change to it. If the contact information Licensee has provided is false or fraudulent, Stilo reserves the right to terminate Licensee's access to the Service in addition to any other legal remedies.

Unless Stilo in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); (ii) entities with headquarters and a majority of users resident in Japan will be billed in Japanese yen and subject to Japanese payment terms and pricing schemes ("Japanese Customers"); and (iii) all other entities will be billed in U.S. dollars, Euros or local currency and be subject to either U.S. or non-U.S. payment terms and pricing schemes at the discretion of Stilo ("Non-U.S./Japan Customers").

If Licensee believes a bill is incorrect, Licensee must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

7. Non-Payment and Suspension

In addition to any other rights granted to Stilo herein, Stilo reserves the right to suspend or terminate this Agreement and Licensee's access to the Service if Licensee's account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Licensee will continue to be charged for User Subscriptions during any period of suspension. If Licensee or Stilo initiates termination of this Agreement, Licensee will be obligated to pay the balance due on Licensee's account computed in accordance with the Charges and Payment of Fees section above.

Stilo reserves the right to impose a reconnection fee in the event Licensee is suspended and thereafter requests access to the Service.

8. Termination upon Expiration

The Initial (12 month) Term will begin upon the date of portal handover to the Licensee. Upon the expiration of the Initial Term, this Agreement will not automatically renew. Licensee may renew for successive renewal terms equal in duration to the Initial Term at Stilo's then current fees upon mutual agreement between the Parties. Either party may terminate this Agreement, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term.

In the event this Agreement is terminated Stilo will make available to Licensee a file of the Customer Content within 30 days of termination.

9. Termination for Cause

Any breach of Licensee's payment obligations or unauthorized use of the Stilo Migrate Technology or Service will be deemed a material breach of this Agreement. Stilo, in its sole discretion, may terminate Licensee's password, account or use of the Service if Licensee breaches or otherwise fails to comply with this Agreement. Licensee may terminate this Agreement for cause in the event that Stilo breaches any of the terms of Service or the provisions contained herein and such breach is not cured by Stilo upon 60 days notice.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Licensees represent and warrant that Licensee has not falsely identified itself nor provided any false information to gain access to the Service and that Licensee's billing information is correct.

Stilo warrants that during the Term the Services: (i) shall conform to, and perform in substantial accordance with, the Documentation; (ii) will not include or contain any "computer viruses" or "time bombs" as those terms are commonly understood in the information process industry, timer, clock, counter, backdoor, other routine, design or unpublished means of entering the Software which causes the Software to be erased, to become inoperable or otherwise incapable of being used in the full manner for which it was designed and provided hereunder; and (iii) Stilo owns the Services, including all

associated intellectual property rights, or otherwise has the right to grant Licensee the access to use (including use of the Hosting Environment) provided in this Agreement, and (iv) that neither the Services, Hosting Environment nor the Documentation infringes any valid patent or any copyrights, trademarks, or other proprietary rights of any third parties.

Applicability of Warranty. The warranty set forth above is made to and for the benefit of Licensee only. The warranty shall apply only to the extent: (i) the applicable component of the Services is used in accordance in all material respects with the Documentation; (ii) no unauthorized modification, alteration or addition has been made to the Software other than by Stilo or its representatives or under Stilo's or its representative's direction; and (iii) the Services has not been subject to misuse, neglect or unusual physical, electrical or electromagnetic stress, or some other type of accident (normal wear and tear excepted), other than where it was in Stilo or its authorized agent's reasonable control to prevent such an occurrence.

Breach of Warranty. If during the Term the Services or Hosting Environment fails to perform as warranted and Licensee notifies Stilo in writing of such failure or if use as contemplated by this Agreement shall be enjoined or be threatened to be enjoined, Stilo shall, at its option, cure any defects in the Services or replace such Services or element thereof free of charge and to the extent necessary to correct the failure or enjoyment thereof. If the foregoing remedies are not available to Stilo through its reasonable endeavours then Stilo shall terminate this Agreement and refund to Licensee any Fee pre-paid for the defective Services.

Disclaimer. The provisions of this section (Breach of Warranty) state Licensee's sole remedy for breach of the warranty given herein. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN ABOVE, THE SERVICES AND HOSTED ENVIRONMENT IS PROVIDED "AS IS" AND WITHOUT WARRANTY BY STILO AND/OR ANY OF ITS LICENSORS OF ANY KIND. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, STILO AND/OR ANY OF ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT.

11. Limitation of Liability

Except for breaches of Confidentiality, Infringement, or other Indemnification obligations hereunder, in no event shall either party's aggregate liability exceed the amounts actually paid by and/or due in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this Service, including but not limited to the use or inability to use the Service, or for any Content obtained from or through the Service, any interruption, inaccuracy, error or omission, regardless of cause in the Content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

12. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Licensee agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

Stilo and its licensors make no representation that the Service is appropriate or available for use in other locations. If Licensee use the Service from outside the United States of America, Switzerland and/or the European Union, Licensee are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless

specifically authorized by the United States government or appropriate European body for such purposes.

13. Notice

Stilo will provide written notice of any change in terms, agreeable to both parties, prior to any changes in terms.

14. Confidential Information

Each party ("Disclosing Party") has made and will continue to make available to the other party ("Receiving Party") Disclosing Party's Confidential Information. "Confidential Information" is any of Disclosing Party's information that at the time of disclosure is identified as, or would be reasonably understood by the Receiving Party, given the nature of the information and circumstances of disclosure, to be proprietary or confidential. Confidential Information expressly includes, without limitation: business plans, strategies, forecasts, projects and analyses; financial information and fee structures; business processes, methods and models; employee, Client and supplier information; Licensee's Customer Content and Sensitive Information that is contained in the Customer Content; software products and system designs, architectures, structure, protocols and other technology and technical information; product and service specifications; manufacturing, purchasing, logistics, sales and marketing information; as well as the Agreement and pricing and other terms reflected in any Order Form thereto.

Obligations. Receiving Party expressly agrees to protect the confidentiality, integrity, privacy and security of Disclosing Party's Confidential Information according to the terms set forth in this Section. Receiving Party will be liable for any breach of this Section, including any unauthorized disclosure or use of Confidential Information, by any of its employees, agents, subcontractors, and advisors. Receiving Party will promptly report to Disclosing Party any breaches of the other party's Confidential Information in accordance with applicable law and will specify the corrective action to be taken and Receiving Party shall take, at its own expense, all actions that may be reasonably required to recover such Confidential Information. Client Data shall be logically separated from other Clients' data that is entered into the Service. All obligations of confidentiality and information security set forth in this Section shall survive termination of the Agreement.

Exceptions to Confidential Treatment. The obligations set forth above do not apply to any information that Receiving Party can demonstrate: (i) by documentation to have been known to such party without duty of confidential treatment at the time of receipt from the Disclosing Party; (ii) is publicly available prior to receipt from Disclosing Party without breach of the Agreement; (iii) becomes publicly available after receipt from Disclosing Party through no fault of Receiving Party and without breach of the Agreement; (iv) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act or otherwise in violation of any duty of confidence owed to Disclosing Party; or (v) can be shown by documentation to have been developed by Receiving Party without reference to any of Disclosing Party's Confidential Information.

Legally Required Disclosure. If Receiving Party is legally required to disclose any Disclosing Party Confidential Information in connection with any legal or regulatory proceeding, to the extent permitted by law Receiving Party will endeavor to notify Disclosing Party within a reasonable time prior to disclosure and to allow Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of the Agreements. If these protective measures or other remedies are not obtained, or Disclosing Party waives compliance with the terms of the Agreement, Receiving Party may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to that Confidential Information. However, nothing contained in the Agreement will restrict Receiving Party's ability to disclose Disclosing Party's Confidential Information to regulatory or governmental bodies asserting jurisdiction over Receiving Party.

Security Measures. Each party shall, and shall cause its employees and contractors to, protect the other party's Confidential Information using commercially reasonable security measures, devices and procedures to maintain the confidentiality, security and integrity thereof, including measures to protect against any unauthorized use, access, destruction, loss or alteration of such Confidential Information. Additionally, in performing Service, STILO shall not disclose to Client any information which STILO is obligated to keep in confidence pursuant to the terms of any written agreement with, or pursuant to any other legal obligation owed to, any third party.

STILO has implemented and shall, at its own expense, maintain appropriate information security policies and procedures (collectively, STILO's "Security Policy") that include administrative, technical and physical safeguards designed to (1) ensure the security and confidentiality of Client Data provided hereunder; (2) protect against anticipated threats or hazards to the security or integrity of such Client

Data ; (3) protect against unauthorized access or use of such Client Data ; and (4) ensure the proper disposal of Client Data. In the event STILO becomes aware of unauthorized access to Client Data, STILO shall promptly notify Client of such unauthorized access and take appropriate action to prevent further unauthorized access. Further, in the event that an unauthorized disclosure of Client Data results from a breach of STILO's confidentiality obligations under this Agreement, STILO shall cover to the extent required by law, the reasonable costs of notifying affected individuals.

15. Assignment; Change in Control

This Agreement may not be assigned by either Party without the prior written approval of the other Party, but may be assigned without the other Party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control that results or would result in a direct competitor of either Party directly or indirectly owning or controlling 50% or more shall entitle such Party to terminate this Agreement for cause immediately upon written notice.

16. General

This Agreement shall be governed by the laws of England and Wales, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service, shall be subject to the exclusive jurisdiction of the courts of England and Wales. No text or information set forth on any other purchase order, pre-printed form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Licensee and Stilo as a result of this agreement or use of the Service. The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between Licensee and Stilo and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.