

NewOrbit End User Terms and Conditions

To use any NewOrbit products and services, the User must agree to the terms of use contained herein and the Privacy Statement as shown on www.neworbit.co.uk.

'NewOrbit' means NewOrbit Ltd having its registered office at Archway House, 27 Station Road, Chinnor, OX39 4PU (Company Number 04990082).

'NewOrbit Products and Services' ('NPS') are comprised of various software applications, web pages, and support services operated by or supplied by NewOrbit or its affiliates and all NewOrbit's proprietary technology (including know-how, techniques, designs, user interfaces, algorithms, and other tangible and intangible material or information) made available to the User by NewOrbit.

'User (s)' means the person who signs these terms & conditions or the associated 'NewOrbit Licensing Agreement' or clicked the 'I accept' button as part of the ordering process for NPS, and their employees, representatives, consultants, contractors or agents who are authorised to use the NPS (and have been supplied with user identifications and passwords).

If the User is entering into this Agreement on behalf of a company or other legal entity, the User represents that they have the authority to bind such entity to these terms and conditions.

1. Terms of Use

A licence for the use of the NPS which the User has selected during the ordering process is offered to the User by NewOrbit conditional on the User accepting without modification all of the terms, conditions and notices contained herein (**'the Agreement'**). The User's registration for, or use of, the NPS, or the User signing the Agreement or the 'NewOrbit Licensing Agreement', constitutes the User's agreement to all such terms, conditions and notices.

Use of particular NPS may be subject to other terms, conditions, codes of conduct or guidelines outlined elsewhere. In the event that these conflict with the terms of this Agreement then the terms of this Agreement shall control.

NewOrbit reserves the right to change the terms, conditions and notices under which NPS are offered, including but not limited to changes associated with the use of NPS. The User is responsible for regularly reviewing these as posted on NewOrbit's website and the User's continued use of NPS constitutes its agreement to all such terms, conditions and notices.

2. Commencement

This Agreement commences on the earlier of: the date this Agreement is signed; or the date this Agreement is accepted by selecting the 'I accept' button presented on the screen after this Agreement is displayed; or the date the 'NewOrbit Licensing Agreement' is signed; or the date the User begins using the NPS (**'the Effective Date'**).

The **Initial Term** (the initial period during which the User is obligated to pay for the use of the NPS) is three months. Upon expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at NewOrbit's current fees until terminated in accordance with this Agreement.

3. Member Account, Password and Security

To use NPS the User must either sign this Agreement or the 'NewOrbit Licensing Agreement' provided by NewOrbit or complete the online registration process by providing NewOrbit with complete, current and accurate information as prompted by the applicable registration form. The User will then choose (or be automatically provided with) a password and a User name to access the User account. The User is entirely responsible for maintaining the confidentiality of such password, User name and User account.

The User is also responsible for all activities which occur under its User account (s) and shall abide by any applicable local, state, national or foreign laws, treaties and regulations in connections with such use of NPS, including those related to data privacy, international communications and any transmission of personal or technical data.

The User shall immediately notify NewOrbit of any actual or suspected breach of security or unauthorised use of a password, user name or user account and use reasonable efforts to stop immediately such breach or copying or distribution of information and report this to NewOrbit. The User may not impersonate another NewOrbit user or use false identity information to gain access to any NPS. The User may not use anyone else's user account without the permission of the account holder.

NewOrbit will not be liable for any loss that the User may incur as a result of someone else using its password, User name or User account, either with or without the User's knowledge. The User may be

liable for losses incurred by NewOrbit or another party due to someone else using the User's password, User name or User account.

4. Use of NPS

NewOrbit hereby grants the User a non-exclusive, non-transferable, worldwide right to use the NPS for which the User has registered, solely for the User's own internal business purposes, subject to the terms of this Agreement. All rights not expressly granted are reserved by NewOrbit and its licensors. Licences can be named or concurrent, depending on the type requested by the User.

The named licences granted to the User for use by persons in the User's business cannot be shared but may be reassigned from time to time by the User to other persons who are replacing former persons who have terminated employment or otherwise changed job status or no longer need to use NPS on behalf of the User. The concurrent licences may be shared by the User and persons in the User's business.

5. Limitations on Use

The User shall not:

- i) license, sublicense, sell, resell, transfer, reproduce, assign, distribute or otherwise commercially exploit or make available to any third party the NPS or any information contained therein;
- ii) modify or make derivative works based on NPS or the information contained therein;
- iii) create Internet links to the NPS or frame or mirror any NPS on any other server or wireless or Internet based device; or
- iv) reverse engineer or access the NPS in any way in order to build a competitive product or service, build a product using similar features, functions or graphics to NPS or copy any ideas from NPS.

Any breach of these terms may result in severe civil and criminal penalties and NewOrbit will prosecute to the maximum extent.

6. Links to Third Party Sites

The NPS may contain links to third party websites (**'Linked Sites'**). These are provided only as a convenience to the User and the inclusion of any link does not imply any endorsement by NewOrbit of the content of any such Linked Site. The User is responsible for viewing and abiding by the privacy statements and any terms of use posted at the Linked Site. Linked Sites are not under the control of NewOrbit and NewOrbit is not responsible or liable for:

- i) the content of any Linked Site;
- ii) any link contained in a Linked Site;
- iii) webcasting or any form of transmission received from a Linked Site; or
- iv) how well a Linked Site works; or
- v) any dealings the User has with third parties including advertisers from a Linked site, or the User's participation in any promotions contained therein.

7. No Unlawful or Prohibited Use

As a condition of the User's use of NPS, the User will not use NPS for any purpose that is unlawful or prohibited by the terms, conditions and notices in this Agreement. The User may not use NPS in any way which could damage, disable, overburden or impair any NPS (or the network(s) connected to any NPS) or interfere with any other person's use or enjoyment of NPS.

The User may not attempt to gain unauthorised access to any NPS, other accounts, computer systems or networks connected to any NPS, through hacking, password mining or any other means. The User may not obtain or attempt to obtain any materials or information by any means which is not intentionally made available through NPS.

8. Use of Communication Services

The NPS may contain e-mail services, bulletin board services, news groups, chat areas, forums, communities, personal web pages, calendars, photo albums, and/or any other communication facilities designed to enable you to communicate with others (**'Communication Services'**). The User agrees to use the Communication Services only to post, send and receive messages and material that are proper and where applicable, related to the particular Communication Service and by way of example only and not as a limitation, the User agrees when using the Communication Services not to:

- i) use them in relation to any surveys, competitions, pyramid schemes, chain letters, junk e-mail, spamming or any duplicated or unsolicited messages, whether commercial or not;
- ii) defame, harass, abuse, stalk, threaten or otherwise breach the legal rights of others;
- iii) publish, post, unload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material of information;

- iv) upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all the consents to do the same;
- v) upload files that contain viruses, Trojan horses, worms, time-bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or the property of another;
- vi) advertise or offer to sell or buy any goods or services for any purpose unless the Communication Service specifically allows such messages;
- vii) download any file posted by another that you know, or reasonably should know, cannot be legally distributed in such a way;
- viii) falsify or delete any author attributions, legal or other proper notices or proprietary or source labels for software or other material in the file that is uploaded;
- ix) restrict or inhibit any other user from using or enjoying the Communication Services;
- x) breach any code of conduct or guidelines which may apply to the Communication Service;
- xi) create a false identity for the purpose of misleading others;
- xii) violate any applicable law or regulation; and
- xiii) collect information about others including e-mail addresses.

NewOrbit has no obligation to monitor the Communication Services but reserves the right to review material posted to it and remove any such material at its sole discretion. NewOrbit reserves the right to terminate the User's access to all or any of the Communication Services at any time, without notice, for any reason whatsoever.

NewOrbit reserves the right at all times to disclose any information as NewOrbit deems necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any material, in whole or in part, at NewOrbit's sole discretion.

The User should use caution when giving out any personally identifying information about themselves or their family in any Communication Services.

NewOrbit does not control or endorse the content, messages or information found in any Communication Services and NewOrbit specifically disclaims any liability with regard to the Communication Services and any actions resulting from the User's participation in the Communication Services.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination, and the User is responsible for adhering to any such limitations if the User downloads the material.

9. Intellectual Property

NewOrbit alone (and its licensors, where applicable) shall own all right, title and interest, including intellectual property rights, in and to NPS.

This Agreement is not a sale and does not convey to the User any rights of ownership in or related to NPS, or the intellectual property rights owned by NewOrbit in NPS. The NewOrbit name, logo and the product names associated with the NPS are trademarks of NewOrbit or third parties and no right or license is granted to use them.

10. Information submitted to NewOrbit

The User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data, information or material that the User submits to the NPS.

NewOrbit shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any data, information or material that the User submits in the course of using the NPS.

In the event that this Agreement is terminated (other than by reason of the User's breach) NewOrbit will use all reasonable efforts to make available to the User a file of the User's customer data within 30 days of termination if the User so requests at the time of termination.

The User agrees and acknowledges that NewOrbit has no obligation to retain the data, information or material that the User has submitted to the NPS in the course of using them and may delete any such data, information or material more than 30 days after termination.

NewOrbit reserves the right to withhold, remove and / or discard data, information or material which the User has submitted in the course of using the NPS without any notice for any breach, including, without limitation, the User's non-payment. Upon termination for cause, the User's right to access or use data, information or material which the User submits in the course of using the NPS immediately ceases and NewOrbit shall have no obligation to maintain or forward any data, information or material that the User has submitted in the course of using the NPS.

11. Feedback

NewOrbit intends to further develop the NPS over the course of this Agreement. The User, at its discretion, may provide NewOrbit with comments and suggestions for improvements (**'Feedback'**)

to the NPS. The User agrees to grant NewOrbit an irrevocable, non-exclusive, royalty free worldwide license covering any and all rights owned, controlled or licensable by the User relating to such Feedback, including the right to make, have made, use, sell, lease, reproduce, prepare derivative works, including the right to any modifications or improvements based on the Feedback and to distribute, sublicense, and otherwise manage, or dispose of any of the foregoing rights in connection with the Feedback.

12. Exporting the NPS

The User acknowledges that the NPS and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of England and Wales and the User agrees not to export or re-export the NPS directly or indirectly to any countries that are subject to export restrictions.

13. Liability Disclaimer

The information, software, products, and services included or available through the NPS may include inaccuracies or typographical errors. Changes are periodically made to the NewOrbit sites and services and to the information therein. NewOrbit and/or its respective suppliers may make improvements and/or changes to the NPS at any time. The NPS should not be relied upon for personal, medical, legal or financial decisions and the User should seek appropriate expert advice tailored to the situation. NewOrbit products should not be relied upon to control the use of safety critical equipment.

NewOrbit and its licensors do not represent or warrant that:

- i) the use of NPS will be secure, timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system or data;
- ii) the NPS will meet your requirements or expectations;
- iii) where the User's application derived from NPS has been developed by a third party, that the application is fit for the User's purpose;
- iv) any stored data will be accurate or reliable;
- v) the quality of any products, services, information, or other material purchased or obtained by the User through the NPS will meet the User's requirements, or expectations;
- vi) errors or defects will be corrected, or
- vii) the service or the servers that make the service available are free of viruses or other harmful components.

The NPS and all the content are provided to the User strictly on an 'as is' basis. All conditions, representation and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by NewOrbit and its licensors.

The User specifically agrees that NewOrbit shall not be responsible for unauthorised access to or alteration of the User's transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through NPS.

The User specifically agrees that NewOrbit is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. The User also agrees that NewOrbit is not responsible for any content sent using and/or included in the NPS by any third party.

In no event shall NewOrbit and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the NPS, with the delay or inability to use the NPS, the provision or inability to provide the NPS, or for any information, software, products, services, and related graphics obtained through the NPS, or otherwise arising out of the use of the NPS, whether based on contract, tort, negligence, strict liability or otherwise, even if NewOrbit or any of its suppliers has been advised of the possibility of damages.

14. Charges and Payment of Fees

The User shall pay all fees and charges to its account in advance in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due or payable. The initial charges will be equal to the current number of User licences requested times the user licence fee (named or concurrent) currently in effect. Fees for other services will be on an as quoted basis. NewOrbit's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the User shall be responsible for payment of all such taxes, levies and duties, excluding only United Kingdom taxes based solely on NewOrbit's income.

Payments may be made in advance quarterly, or monthly at the discretion of NewOrbit, and NewOrbit will automatically renew and bill the User's credit card or issue an invoice quarterly

consistent with the terms of the licences. The User is responsible for paying for all User licences ordered for the entire licence term, whether or not such User licences are actively used.

The User must provide NewOrbit with valid credit card or approved order information as a condition for signing up for NPS. This information must be complete, accurate and up to date and include the User's legal company name, street address, e-mail address, and name and telephone number of an authorised billing contact and licence administrator. The User agrees to update this information within 30 days of any change to it. If the information that the User provides is false or fraudulent, NewOrbit reserves the right to terminate the User's access to NPS in addition to any other legal remedies.

The User may allocate an authorised licence administrator who may add licences by executing an additional written order form or using an on-line order form. Any such additional licences will be subject to the following:

- i) added licences will be coterminous with the pre-existing licence term (either the Initial Term or the renewal of this),
- ii) the licence fee for the added licences will be the then current, generally applicable licence fee, and
- iii) licences added in the middle of a billing month will be charged in full for that billing month.

NewOrbit reserves the right to modify its fees and charges and introduce new charges at any time, upon at least 30 days prior notice to the User, which notice may be given by e-mail.

Unless NewOrbit in its discretion determines otherwise, entities with headquarters and a majority of users resident in the United Kingdom will be billed in Pounds Sterling and all other entities will be billed in Pounds Sterling, U.S. Dollars, Euros or local currency at the discretion of NewOrbit.

If the User believes the bill is incorrect, it must contact NewOrbit 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.

For any invoice which remains unpaid one calendar month after the date of issue NewOrbit reserves the right to issue a reminder letter and to charge an administration fee of £10 or 2% of the value of the invoice, whichever is greater (and this will be added to the invoice for the subsequent period). If the outstanding invoice remains unpaid 14 days after the reminder has been sent then the provisions of paragraph 16 on Suspension will come into operation.

15. Excess Data Storage Fees

The User agrees that NewOrbit may establish limits concerning use of any NPS offered. The maximum disc storage space provided to the User at no extra cost is 40 MB per User licence. If the amount of disc storage exceeds these limits, the User will be charged the then current storage fees. NewOrbit will use reasonable efforts to notify the User when the average storage used per licence reaches approximately 90% of the maximum. However, any failure by NewOrbit to so notify the User shall not affect the User's responsibility to pay such additional storage charges.

NewOrbit reserves the right to modify or establish new general practices and limits relating to the storage of customer data.

16. Non-payment and Suspension

In addition to any other rights granted to NewOrbit herein, NewOrbit reserves the right to suspend or terminate this Agreement and the User's access to the NPS if the User's account becomes delinquent (falls into arrears in accordance with paragraph 14). Delinquent invoices (accounts in arrears) are subject to interest of 1.5 % per month (or the maximum permitted by law) on any outstanding balance from the date of the original invoice, plus all expenses of collection. The User will continue to be charged for User licences during any period of suspension. If the User or NewOrbit initiates termination of this Agreement, the User will be obligated to pay the balance due on its account computed in accordance with the up to date charges and fees. The User agrees that NewOrbit may charge such unpaid fees to the User's credit card or otherwise bill the User for such unpaid fees. NewOrbit reserves the right to impose a reconnection fee in the event that the User is suspended and thereafter requests to access the NPS. The User agrees and acknowledges that NewOrbit has no obligation to retain data, information or material that the User submits to the NPS in the course of using the NPS and that such data, information and material may be irretrievably deleted if the User's account is 50 days or more delinquent.

17. Maintenance and Support

The User may obtain assistance with any technical difficulty that may arise in connection with the User's use of the NPS by requesting assistance by e-mail to support@neworbit.co.uk. Such support is available 9am to 5pm (UK time) Monday to Friday although NewOrbit reserves the right to establish limitations on the extent of such support and the hours during which it is available.

The User is responsible for obtaining and maintaining all telephone, computer hardware and all other equipment needed for its access to and use of the NPS and the User will be responsible for all charges related thereto.

Where the User's particular application derived from NPS has been developed by a third party, NewOrbit can and will only offer support on the basic NPS platform and not on the application itself.

18. Self- Hosting

Where NewOrbit does not host the NPS on behalf of the User (and the User's application derived from NPS is hosted either by the User itself or a third party), NewOrbit takes no responsibility for such hosting and makes no representations and warranties in relation to the infrastructure and hardware.

Where NewOrbit does not host the NPS, NewOrbit reserves the right to audit the User's applicable records in order to verify the accurate payment of monies due for the use of NPS. Such audit shall be conducted during regular business hours at the User's offices and in such a manner so as not to interfere with the User's normal business activities. Such audits shall be made no more often than once every six months and a final audit may be made within twelve months of the termination of this Agreement. If an audit reveals that the User has underpaid NewOrbit with respect to monies due under the terms of this Agreement, the User agrees to re-compute and make immediate payment of all unpaid monies due. In the event that the audit reveals an underpayment of monies due by more than 5%, then the User shall reimburse NewOrbit for all reasonable costs and expenses of the audit.

19. Security of Data Transmission

The User agrees to use software produced by third parties, including but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by NewOrbit. Until notified otherwise by NewOrbit, the User agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by NewOrbit and follow log-on procedures for services that support such protocols. The User acknowledges that NewOrbit is not responsible for notifying the User of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including but not limited to, the Internet. The User acknowledges that it is possible that electronic communications may be accessed by unauthorised third parties when communicated between the User and NewOrbit using the Internet, other network communications facilities, telephone or any other electronic means.

20. Termination

Either party may terminate this Agreement, or reduce the number of licences used, by giving the other party three months notice in writing. In the case of free trials, notifications provided through the NPS indicating the remaining number of days in the free trial shall constitute notice of termination.

On termination, sections 5,6,7,8,9,11,12,13,18,23,24,25 and 29 survive and continue to bind the parties hereto.

21. Termination for Cause

Any breach by the User of its payment obligations or unauthorised use of the NPS will be deemed a material breach of this Agreement. NewOrbit, in its sole discretion, may terminate the User's password, account or use of the NPS if the User breaches or otherwise fails to comply with this Agreement in any way. In addition, NewOrbit may terminate a trial account at any time at its sole discretion.

22. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter this Agreement.

NewOrbit represents and warrants that, subject to the terms of this Agreement, it will use all reasonable efforts to (a) provide the NPS in a manner consistent with general industry standards reasonably applicable to the provision thereof and (b) ensure that the NPS will perform substantially in accordance with the product description provided by NewOrbit on its website under normal use and circumstances.

The User represents and warrants that they have not falsely identified themselves nor provided and false information to gain access to the NPS, that invoices will be paid promptly and that the User's billing information is correct.

23. Mutual Indemnification

The User shall indemnify and hold NewOrbit, its licensors and each party's parent organisations, subsidiaries, affiliates, officers, directors, employees, legal advisors and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (i) a claim alleging that the use of the data, information or material that the User submits to the NPS infringes the rights of, or has caused harm to, a third party; (ii) a claim which if true would constitute a violation by the User of its representations and warranties; (iii) a claim arising from the breach by the User of this Agreement, provided that in any

such case NewOrbit (a) gives written notice of the claim promptly to the User, (b) gives the User sole control of the defence and settlement of the claim (provided that the User may not settle or defend any claim unless the User unconditionally releases NewOrbit of all liability and settlement does not affect NewOrbit's business or the NPS), (c) provides to the User all available information and assistance, and (d) has not compromised or settled such a claim.

NewOrbit shall indemnify and hold the User, its parent organisations, subsidiaries, affiliates, officers, directors, employees, legal advisors and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs) arising out of or in connection with: (i) a claim alleging that the NPS directly infringes a copyright, a UK patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim which if true would constitute a violation by NewOrbit of its representations and warranties; (iii) a claim arising from the breach by NewOrbit of this Agreement, provided that in any such case the User (a) gives written notice of the claim promptly to NewOrbit, (b) gives NewOrbit sole control of the defence and settlement of the claim (provided that NewOrbit may not settle or defend any claim unless it unconditionally releases the User of all liability), (c) provides to NewOrbit all available information and assistance, and (d) has not compromised or settled such a claim.

NewOrbit shall have no indemnification obligation and the User shall indemnify NewOrbit pursuant to this Agreement, for claims arising from any infringement arising from the combination of the NPS with any of the User's products, services, hardware, or business processes.

24. Internet Delays

The NPS may be subject to delays, limitations and other problems inherent in the use of the Internet and electronic communications. NewOrbit is not responsible for any delays, delivery failures or other damage resulting from such problems.

25. Limitation of Liability

In no event shall NewOrbit's aggregate liability exceed the amounts actually paid by the User in relation to the particular NPS in question in the 12 month period immediately preceding the event giving rise to such claim.

In no event shall NewOrbit or its licensors be liable to the User or any third party 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 the NPS, including but not limited to the use or inability to use the NPS, or for any content obtained from or through the NPS, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if NewOrbit or any of its suppliers had been advised of the possibility of damages.

If the User is dissatisfied with any portion of the NPS, or with any of these terms of use, the User's sole and exclusive remedy is to discontinue using the NPS.

26. Local Laws and Export Control

NewOrbit and its licensors make no representation that the NPS are appropriate or available for use in other locations. If the User uses the NPS from outside England and Wales or the European Union, the User is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the NPS contrary to English or European (including European Union Member States) law is prohibited.

27. Notice

NewOrbit may give notice to the User by means of a general notice by electronic mail to the User's e-mail address on record in NewOrbit account information, or by written communication sent by first class mail or pre-paid post to the User's address on record in NewOrbit account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class or pre-paid post) or 12 hours after sending (if sent by e-mail).

The User may give notice to NewOrbit at any time by letter delivered by nationally recognised overnight delivery service of first class post or prepaid mail to NewOrbit Limited at Laleham House, 182 Hillmorton Road, Rugby, CV22 5AW addressed for the attention of the Finance Officer. Such notice shall be deemed to be given when received by NewOrbit.

28. Assignment

This Agreement may not be assigned by the User without the prior written approval of NewOrbit but may be assigned by NewOrbit to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor or merger. Any purported assignment in violation of this section shall be void.

29. General

With respect to all Users, this Agreement shall be governed by the law 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 NPS shall be subject to the exclusive jurisdiction of England and Wales.

No text or information set forth on any other purchase order, pre-printed form or document, or contained in any prior or contemporaneous discussions or negotiations or agreements (whether written or oral) shall add to or vary the terms and conditions of this Agreement, other than the on-line order form which evidences the initial subscription for the NPS by the User or any subsequent order forms submitted on-line or in written form specifying, among other things, the number of licences and other services subscribed for, the applicable fees, the billing period, and other charges as agreed between the parties, each such subsequent order form to be incorporated into and become part of this Agreement. In the event of conflict between the terms of this Agreement and any such order forms, the terms of this Agreement shall prevail.

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 or employment, or agency relationship exists between the User and NewOrbit as a result of this Agreement or the use of the NPS.

Failure of NewOrbit 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 NewOrbit in writing.

The headings in this Agreement are in place for ease of reference only and the Agreement must be read as a whole.

If the User has any questions regarding this Agreement or wishes to obtain additional information, please send an e-mail to info@neworbit.co.uk.

Last updated 19/02/2010