

**PURCHASE FRAMEWORK AGREEMENT**  
Reference PA\_PO\_GB\_REV4 dated 30th November 2008

**BETWEEN:**

The Company issuing the Purchase Order ("Purchaser") to which these terms (the "Agreement") are attached, and the recipient company ("Supplier") of such Purchase Order. Supplier and Purchaser shall be known individually as "Party" and collectively as the "Parties".

**1. DEFINITIONS**

**"Affiliate"** means a company or corporation under common control with or effectively controlled by or controlling a Party directly or indirectly either through the ownership or control of shares or other controlling agreements.

**"Confidential Information"** means any information received by one Party (the "receiving party") from the other Party (the "disclosing party") and which the receiving party has been informed, or has a reasonable basis to believe, is confidential to the disclosing party, unless such information: (i) was known to the receiving party prior to receipt from the disclosing party; (ii) was lawfully available to the public prior to receipt from the disclosing party; (iii) becomes lawfully available to the public after receipt from the disclosing party, through no act or omission on the part of the receiving party; (iv) was rightfully communicated by a third party to a receiving party free of any obligation of confidence subsequent to the time of the originating Party's communication thereof to the receiving Party; or (v) is independently developed by an employee or agent of the receiving party who has not received or had access to such information.

**"Development"** shall have the meaning specified in clause 8.5 of this Agreement.

**"Direct Competitor"** means any third party in the defence, aerospace, intelligence or surveillance market selling products in competition with Purchaser or its Affiliates.

**"Documentation"** means the user guides and user manuals (as appropriate) for the Products, regardless of whether in printed and/or machine-readable format.

**"Intellectual Property Rights"** means, to the extent that any of the following are recognized in any jurisdiction, any industrial and intellectual property and/or proprietary rights whether registered or unregistered, legal or beneficial, including but not limited to: copyrights, patent rights (including applications for patent protection), publicity rights, trade secret rights, registered or otherwise protected trademarks, trade names and service marks and protections from trademark dilution, database rights and semiconductor topography rights.

**"Products"** shall have the meaning specified in clause 2 of this Agreement and, for the avoidance of doubt, shall include the Developments.

**"Third Party Products"** means the software and operating system software listed in Schedule 6 that is necessary to run the Products.

**2. AGREEMENT**

The Supplier shall provide hardware (meaning the tangible materials, sub-assemblies, assemblies and equipment, or any modified form thereof), software (meaning the computer object programs, source codes, procedures, statements, screen layouts, machine readable instructions and definitions, or any modified form thereof, supplied separately or along with or as part of any hardware) and related services (the hardware, software and services being collectively defined as the "Products") to Purchaser as agreed to from time to time by the Parties pursuant to Purchase Orders on the negotiated terms set out herein. Each Purchase Order shall include a reference, and be subject, to these terms and conditions and to the exclusion of all other inconsistent terms and conditions and each Purchase Order incorporating these terms and conditions shall constitute an agreement separate from all other Purchase Orders. To the extent that there are any conflicts between this Agreement and the Purchase Order then the latter shall prevail. This Agreement and any documents expressly incorporated herein by reference comprise the entire agreement between the Parties in relation to the matters referred to herein and supersede any previous agreement, arrangement, communication and negotiation (whether written or oral) between the Parties relating thereto. In entering into this Agreement no Party may rely on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of the other Party on or before the date of this Agreement (and such are agreed to be merged into, and superseded by, the terms hereof), and each of the Parties waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraud.

**3. GENERAL**

3.1 Any notice to be given hereunder shall be in writing and sent to the relevant Party's General Manager and Company Secretary at its address or fax number contained above (or such other address or fax number as shall have been notified to the other Party), and shall be delivered or sent: (a) by fax, provided that the transmission note shall be retained for proof of delivery and provided also that a confirmation copy shall also be sent by first class post; or either; (b) in the case of a notice between parties whose respective addresses for service are in the same country, by registered or recorded delivery post or local equivalent postal service which provides written evidence of delivery; or (c) in the case of a notice between parties whose respective addresses for service are in different countries, by courier provided that such courier obtains a signature on behalf of the recipient by way of (i) acknowledgment of receipt and (ii) evidence of the date and time of receipt.

3.2 Such notice shall be deemed to have been given: (a) in the case of a notice sent by fax, at the start of the first normal business day in the country of receipt following the date of transmission as such date is evidenced by the transmission receipt; (b) in the case of a notice sent by post in accordance with clause 3.1(b), 48 hours after the date on which the registered or recorded delivery letter including such notice is posted; and (c) in the case of a notice which is delivered by courier in accordance with clause 3.1(c), when it is delivered to the appropriate address, as evidenced by the signature referred to in clause 3.1(c).

3.3 Any notice to be given to Purchaser under this clause 3.1 shall also be copied to The Chelton Centre, 4th Avenue, Marlow, UK, SL7 1TF for the attention of VP Commercial and Contracts

3.4 Neither Party shall in any manner assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or act for or bind one another in any respect except as expressly permitted under the terms of this Agreement.

3.5 The relationship of Purchaser and Supplier under this Agreement and the Purchase Orders is intended to be that of independent contractors. Nothing contained in this Agreement or the Purchase Orders shall be construed as creating a partnership, joint venture, agency, trust, or other legal association of any kind between the Parties. Except as specifically provided in this Agreement, neither Party shall act or represent or hold itself out as having authority to act as an agent or partner of the other Party or in any way to bind or commit the other Party to any obligations. Any such act shall create a separate liability in the Party so acting to any and all third parties affected thereby. The rights, duties, obligations and liabilities of the Parties shall be several and not joint or collective, each Party being individually responsible only for its actions and the obligations as set forth in this Agreement

and the Purchase Order.

3.6 A person who is not a party to this Agreement may not enforce any of its terms.

3.7 If any provision of this Agreement or a Purchase Order is found invalid or unenforceable, the remaining provisions will be given effect as if the invalid or unenforceable provision were not a part of this Agreement or the Purchase Order (as the case may be).

3.8 Neither this Agreement nor a Purchase Order may be varied or amended except in writing and signed by a duly authorised officer of each Party.

3.9 The headings contained in this Agreement and any Purchase Order are for reference only and shall not be used in its construction or interpretation. The provisions of this Agreement and the Purchase Order shall be construed and interpreted fairly and in good faith to both Parties without regard to which Party drafted the same.

3.10 References to any gender includes any other gender and the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.

3.11 Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.

3.12 The failure of either Party to enforce any provision of this Agreement or a Purchase Order shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

3.13 During the term of this Agreement and for one year after termination or expiration of this Agreement, Supplier shall not either directly or indirectly employ, or solicit to employ, or cause to be solicited for employment, persons employed by Purchaser at the relevant time, without Purchaser's prior written consent. As to employees who left the employ of Purchaser prior to termination of this Agreement, Supplier shall not, directly or indirectly, employ or otherwise contract such former employee of Purchaser until one year after the former employee's termination or separation from Purchaser, except with Purchaser's written consent.

3.14 Supplier undertakes to inform Purchaser immediately of any changes in ownership or control of Supplier and of any change in its organization or method of doing business that might affect the performance of Supplier's duties under this Agreement or a Purchase Order.

3.15 This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.16 The applicable terms in clauses 2, 3, 4, 5, 8, 9, 10, 11, 12, and 13 shall survive termination or expiration of this Agreement.

3.17 Supplier shall at all times comply with all laws and regulations applicable to the proposed sale of the Products to Purchaser and any other laws pertaining to compliance with this Agreement and the Purchase Order and obtain all permits, registrations and approvals of governmental authorities and/or standard setting agencies that are necessary or advisable (in the judgment of Purchaser or Supplier) in respect of the Products.

3.18 Supplier understands the provisions of any relevant local laws relating to the prevention of corruption and agrees to comply with them to the extent that they apply.

3.19 Supplier warrants that none of its officers are government officials, police officers or civil servants.

3.20 Each Party hereby represents that the individuals identified below have the corporate power and authority necessary to execute this Agreement.

**4. LAW**

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement and the Purchase Orders or of any term of this Agreement or the Purchase Orders will be governed by the laws of South Africa.

**5. DISPUTES**

5.1 The intent of the Parties is to identify and resolve disputes promptly. Each Party agrees to perform as follows: (a) to notify the other Party of any dispute in reasonable detail as soon as possible after any dispute arises; (b) to negotiate in good faith to seek to resolve the dispute; and (c) if a dispute is not resolved within thirty days of it arising, either Party shall be entitled to submit the dispute for final and binding arbitration. The Parties shall each pay their own respective arbitration expenses and share equally any third party costs of the arbitration. The arbitration shall be conducted under the rules (as in force as of the date of signature of this Agreement) of the London Court of International Arbitration ("LCIA"), London, England and the place of arbitration shall be London, England. The language of the arbitration shall be English. There shall be three arbitrators (the "Tribunal"): each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the arbitrators appointed by each Party. Witnesses who are unable to speak English may give evidence through a translator. Unless the Parties agree to extend this period, the Tribunal will render its award in writing within thirty days of the close of the hearing. Judgment upon the award may be entered in any court having jurisdiction over this Agreement. In no event shall the Tribunal have any right or power to award punitive or exemplary damages. All and any awards of the Tribunal shall be final and binding upon the Parties who, for the avoidance of doubt, expressly exclude all and any rights of appeal from all and any awards to the extent that such exclusion may be validly made.

5.2 This clause 5 will not prevent a Party (the "affected Party") from: (a) seeking injunctive relief in the case of any breach or threatened breach by the other Party of any obligation of confidentiality or any infringement by the other Party of the affected Party's intellectual property rights; or (b) commencing any proceedings where it is reasonably necessary to do so to avoid any loss of a claim due to the rules on limitation of actions.

**6. IMPORT/EXPORT**

The Supplier shall promptly notify Purchaser of any export restrictions that may apply to the Products supplied under the Purchase Order, which shall include but not be limited 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 United States agencies, and the export control regulations of the European Union, including without limitation the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Supplier, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Supplier also agrees to obtain, at its sole expense, any export licenses or other official authorizations and to carry out any customs or immigration formalities or similar requirements for the export of any Products covered by the Purchase Order. Supplier

specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Supplier shall provide written notification to Purchaser before assigning or granting access to a Foreign Person to technical data related to the Purchase Order. Supplier agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. Purchaser may deem Supplier's failure to comply with the requirements of this clause a substantial breach of a material term of the Purchase Order that shall subject Supplier to the termination provisions of clause 11.

## 7. FAR/DFARS

7.1 The FAR/DFARS clauses listed in the Purchase Order are incorporated in the Purchase Order by reference with the same force and effect as if they were included in full text. Unless otherwise expressly noted herein, where necessary to make the FAR and DFARS clauses applicable to the Purchase Order and to protect Purchaser's interest, the words "Government," "DOD," and "Contracting Officer" each shall mean "Purchaser" or (when appropriate) "Purchaser and the Contracting Officer," the words "Contractor" or "Offeror" shall mean "Supplier," and the words "Contract" and "Schedule" shall refer to this "Agreement" or the applicable Purchase Order. The definitions outlined herein are intended to create legal relationships between Purchaser and Supplier identical to, but not dependent on, the relationship the FAR and DFARS intend to establish between the "Government" and a "Contractor." It is not the intent of Purchaser that any such substitution shall result in the disclosure of a party's proprietary and /or confidential cost and pricing data.

## 8. PRODUCTS

8.1 The Supplier represents and warrants that it shall provide the Products to Purchaser precisely in accordance with this Agreement and the Purchase Orders. The Supplier further represents and warrants that: (i) it shall use all best skill and care in such provision and shall perform its obligations in accordance with the Purchase Order; (ii) title to the Products (including software unless expressly agreed) ordered under the Purchase Order shall transfer free from any security interest or other lien or encumbrance; (iii) it has the rights to grant the licence rights set out in this Agreement and in the Purchase Order; (iv) that the Products are of good quality, material and workmanship in accordance with best industry practice; (v) the Products are and will be fit for their intended purpose and use; (vi) the Products are free from defects and hazards to health; (vii) Products are new and not used, refurbished, repaired or reconditioned and not of an age that deteriorates or impairs their usefulness, safety or operation; (viii) the Products do not infringe the rights of any third party.

8.2 The Products will be delivered carriage paid to the address stated as the address for delivery on the Purchase Order unless otherwise specified in the Purchase Order. The Supplier will off-load the Products at its own risk. Upon delivery of the Products by the Supplier to Purchaser, Purchaser (or the Supplier at the request of Purchaser) may perform an acceptance test upon such Products. The Products shall be deemed to have been accepted when notified by Purchaser in writing, including where applicable that the Supplier has overcome any defects.

8.3 The Supplier: (i) agrees that title to the hardware provided to Purchaser under the Purchase Order shall pass to; and (ii) grants a world wide, royalty free, perpetual, irrevocable, non-transferable right to use, distribute and onward develop the software and any utilisation rights thereof to, Purchaser (or its Affiliate) upon delivery or payment, whichever is the earlier. The Supplier shall bear the risk of loss and damage to the Products until they are delivered (and off loaded) in conformity to the Purchase Order at Purchaser's destination specified in the Purchase Order. This shall not affect or waive any of the Supplier's warranties or other obligations under this Agreement or the applicable Purchase Order for, or in relation to, the Product.

8.4 When delivering a Product that contains software to Purchaser, the Supplier shall deliver all of the following: (i) the object code for the software; (ii) the source code for the software; (iii) all development documentation and other documentation relating to the software; (iv) copies of all applications and tools used in the creation or development of the software; (v) any password and encryption details necessary to access the software or its source code; and (vi) full details of the software, including full name and version details, design information including module names and functionality, the type of media on which the software is provided, details of any commands required to install and make a backup copy of the software, any compression used in packaging the software, and details of operating systems on which the software runs.

8.5 The Supplier agrees that it will promptly communicate to Purchaser any Product, development documentation, information, materials, plans, drawings, reports or the like conceived during the course of the performance of the Purchase Order (the "Developments") together with all inventions, programs, improvements, processes, standards, techniques, developments, know how, designs or any other original matters whether capable of registration or not associated with the Products which, at any time during the performance of this Agreement or any Purchase Order, the Supplier might devise or discover. [The Supplier further agrees that all such Intellectual Property Rights and all rights throughout the world deriving from the same which arise after this Agreement or any Purchase Order has terminated shall vest in Purchaser absolutely, as works made for hire.]

8.6 The Supplier shall, both during the continuance and following the termination of this Agreement for any reason whatsoever, at the request and reasonable expense of Purchaser, as Purchaser may require, apply for, and do all acts and things necessary to obtain registration or other protection in respect of the Intellectual Property Rights in the Developments in any part of the world. Further, the Supplier shall vest all such Intellectual Property Rights in Purchaser, or as Purchaser may direct, and also the Supplier grants to Purchaser the right to use the Supplier's name to obtain ownership, registration and protection of such Intellectual Property Rights.

8.7 The Supplier shall not, at any time, whether during the continuance or following the termination of this Agreement for any reason whatsoever, do anything to imperil the validity of any of the Intellectual Property Rights in the Developments and shall, at the discretion and expense of Purchaser, render all assistance within the Supplier's power to obtain and maintain such Intellectual Property Rights and any extension thereof.

8.8 To the extent that any of the rights, title and interest referred to in clause 8.5 do not vest in Purchaser by operation of law, the Supplier hereby irrevocably assigns, transfers and conveys to Purchaser, without further consideration, all such rights, title and interest (including Intellectual Property Rights) and such assignment shall be an assignment (in respect of any copyright subsisting therein) of future copyright.

8.9 With respect to any moral rights which arise under clause 8.5, the Supplier shall procure that all applicable moral rights shall not be asserted by the holder of such rights.

8.10 The Supplier acknowledges that: (i) all rights in the Developments shall vest in Purchaser absolutely; (ii) it is not entitled to any source code or object code relating to the Developments, as all rights in such source code vest absolutely in Purchaser; and (iii) it has no rights to license the Intellectual Property Rights or Developments, or any part thereof, to

any third party.

8.11 In consideration of the fees paid by Purchaser the Supplier will: (i) provide a maintenance service to Purchaser on the Products as defined in clauses 8.12 and 8.13; and (ii) be responsible for the future development of the Products and in particular ensuring their continuing compatibility with subsequent versions of Purchaser's product(s), throughout the term of this Agreement and the term of any agreement signed between Purchaser and its customers, which involve the provision of Products. For the avoidance of doubt this obligation shall continue and survive termination of this Agreement.

8.12 The Supplier will at no additional fee or sum for the period of three years from date of written acceptance of the Products by Purchaser: (i) provide the warranties and representations in clause 8.1; and (ii) correct or procure the correction promptly, and no later than within five days, of any failures of the Products to perform in accordance with the Purchase Order which are identified in writing by Purchaser to the Supplier. Any correction by the Supplier shall be deemed to be a Product for the purposes of this Agreement and the Purchase Order. The Supplier shall be responsible for all costs (including delivery and collection charges) and delays incurred by Supplier and Purchaser in respect of any faulty Products or failure to meet Supplier's obligations under this Agreement or any Purchase Order.

8.13 Purchaser may produce maintenance releases of its own proprietary software, which use or are integrated with the Product from time to time, and the Supplier shall update the Product to ensure that such updated Product shall operate with Purchaser's maintenance releases in the manner that it did with Purchaser's original software. Such updated Products will be supplied to Purchaser at no additional fee. The parties hereto shall agree a delivery date for such update Products, which date shall be no later than three months from date of notification to the Supplier by Purchaser of its maintenance release schedule.

8.14 The Supplier shall give Purchaser at least thirty days' written notice if it proposes to incorporate in or use Products in combination with any open-source software, whereupon Purchaser may require that the Supplier, as soon as practicable and in good faith: (i) provides and discusses with Purchaser all reasonable additional information concerning the open-source software including without limitation (except for conditions of confidentiality) the type, proposed use and licence terms; (ii) discusses with Purchaser any negative potential effects upon the Intellectual Property Rights of Purchaser's products; and (iii) takes such action as may be reasonably instructed by Purchaser to minimize any such negative effects or to remove and replace the open-source software. Irrespective of the above, the Supplier shall not use open-source software for any reason whatsoever, if Purchaser notifies it in writing of its objection to such use.

8.15 The Supplier shall not introduce into any of Purchaser's or any of Purchaser's Affiliates' computer systems anything, including any computer program code, virus, authorisation key, licence control utility or software lock, which is intended by any person to, is likely to, or may: (i) impair the operation of the Product or any other computer systems or programs in the possession of Purchaser or any of Purchaser's Affiliates or impair the receipt of the benefit of the Products; or (ii) cause loss of, or corruption or damage to, any program or data held on any computer systems or other systems.

8.16 The Supplier agrees that Purchaser and Purchaser's customers may each inspect the performance of the Supplier's obligations under this Agreement or any Purchase Order. To the above extent the Supplier shall enable Purchaser, or Purchaser's customers (as applicable) to conduct inspection at its office or at the place where it performs the obligations under this Agreement or any Purchase Order, specifically by allowing Purchaser's and/or Purchaser's customers (as applicable), inspectors and persons authorised by the same to have access to premises, documents and information connected with performance of the Supplier's obligations and provide oral or written information to the persons performing the inspection.

8.17 The Supplier, at no additional cost to Purchaser, shall: (i) comply with all of Purchaser's standard policies that are relevant to the supply of the Products and any other on-site regulations specified by Purchaser for personnel working at Purchaser's premises or relating to accessing any Purchaser's computer systems. Purchaser shall provide the Supplier with a copy of such policies and standards as they exist at the Purchase Order date, and, whenever they are updated, promptly following issue of the updated versions; (ii) provide the Products in compliance with all requirements of all applicable legislation from time to time in force and which is or may become applicable to the Products. The Supplier shall promptly notify Purchaser if the Supplier is required to make any change to the Products for the purposes of complying with its obligations under this clause; and (iii) promptly notify Purchaser of any health and safety hazards that exist or may arise in connection with the supply of the Products.

8.18 The Supplier shall immediately notify Purchaser if any Products and/or Intellectual Property Right or part thereof, shall infringe or breach any law. In the event that any such Products and/or Intellectual Property Right or part thereof shall infringe or breach any law, the Supplier shall at no additional cost to Purchaser and as soon as is reasonably practicable provide to Purchaser replacement Products and/or Intellectual Property Right which do not infringe or breach the law and which shall perform in a manner identical in all material respects to the Products and/or Intellectual Property Right as it was prior to such replacement.

8.19 The Supplier's quality system shall be compliant with the requirements of ISO9001.

8.20 Purchaser may at any time make changes in writing relating to the Purchase Order, including changes in the drawings or specifications, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Purchase Order an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by Purchaser in writing before the Supplier proceeds with such changes.

8.21 The Supplier will maintain detailed quality control and manufacturing records for the period of at least twelve years from the date of supply of the Products.

8.22 The Supplier may not deliver the Products by separate instalments unless agreed in writing by Purchaser.

8.23 Time for the performance of all obligations of the Supplier under this Agreement and Purchase Orders is of the essence.

## 9 LIABILITY AND INDEMNITY

9.1 The Supplier represents and warrants that it has the authority to perform all its obligations and grant the rights granted pursuant to this Agreement or the Purchase Order and that such performance or the granting of such rights is not in breach of any agreement to which it is a party or otherwise bound.

9.2 Supplier shall be liable to Purchaser for all damages, costs, expenses and any other sums incurred or charged that Purchaser may suffer in connection with any acts or omissions of Supplier under this Agreement or the Purchase Order.

9.3 Supplier shall indemnify, keep indemnified and hold harmless Purchaser from and against any claims by third parties which are caused by or arise out of or in connection with (i) any act or omission of Purchaser carried out pursuant to instructions of Supplier; or (ii)

any breach by Supplier of any terms of this Agreement or the Purchase Order

9.4 Notwithstanding anything stated herein nothing shall exclude or limit the liability of either Party: (i) for death or personal injury arising as a result of the negligence of the other or its employees; (ii) for fraud; (iii) for liability arising pursuant to clause 8, clause 9.7 or clause 10; or (iv) for gross negligence; or (v) for any matter for which it would be illegal for the relevant Party to exclude or limit or to attempt to exclude or limit its liability.

9.5 Subject to clause 9.4, Purchaser's aggregate liability under this Agreement is limited to 100% of the total amount of fees which have been paid under this Agreement.

9.6 Purchaser will have no liability under or in connection with this Agreement or any Purchase Order in respect of: (i) loss of profits, loss of business, loss of revenue, loss of contracts, loss of goodwill, loss of anticipated earnings or savings (in each case whether direct, indirect, incidental or consequential); (ii) loss of use or value or damage of any data or equipment (including software), wasted management, operation or other time (in each case whether direct, indirect, incidental or consequential); or (iii) any special, indirect, punitive, incidental or consequential loss, howsoever arising.

9.7 The Supplier warrants that the Products will not infringe a third party's intellectual property rights. The Supplier will indemnify, keep indemnified and hold harmless Purchaser and Purchaser's customers from, and at its own cost defend any action brought against Purchaser or its customers based upon, a claim, legal action or allegation that the Products and/or Intellectual Property Right created by the Supplier pursuant to this Agreement or the Purchase Order (whether created using Purchaser's software or created by any other means whatsoever) infringe the intellectual property rights of a third party and will pay the amount of any settlement or the costs and damages awarded including reasonable legal fees (if any) in such action. Following notice of a claim or a threatened or actual action the Supplier shall (without prejudice to Purchaser's other rights): (i) provide for Purchaser and Purchaser's customers the right to continue to use the Product and/or Intellectual Property Right; or (ii) replace or modify the Product and/or Intellectual Property Right so as to make it non-infringing of any third party rights and the Supplier shall ensure that such replacement or modification shall perform in a manner identical in all material respects to the, Product and/or Intellectual Property Right as it was prior to such replacement or modification.

9.8 The Supplier shall purchase, renew and maintain as necessary sufficient public liability, tangible property and professional indemnity insurance cover to satisfy Purchaser that it is insured to such an extent to enable it to satisfy any indemnities and liabilities incurred under this Agreement or any Purchase Order. The Supplier shall provide to Purchaser a copy of the relevant insurance policies on the Effective Date, and shall also provide Purchaser with a copy of the same at any time during the continuance of this Agreement or any Purchase Order upon the request of Purchaser and upon each renewal of such insurance. For the avoidance of doubt, each said insurance policy for the above must provide the Supplier with cover of at least \$50,000,000 (fifty million United States dollars) per event or series of related events.

## 10 INTELLECTUAL PROPERTY RIGHTS IN PURCHASER'S PRODUCTS

10.1 The Supplier acknowledges that any and all of the intellectual property rights subsisting in or used in connection with the products (which includes software and documentation) of Purchaser are and shall remain the sole property of Purchaser.

10.2 The Supplier undertakes not to: (i) copy Purchaser's product (other than as authorized under this Agreement) nor otherwise reproduce the same; (ii) utilize, customize, modify or create derivative works of, translate, adapt or vary Purchaser's products except as expressly permitted in this Agreement or otherwise agreed in writing between the Parties; (iii) disassemble, decompile or reverse engineer Purchaser's product, except if and to the extent permitted by applicable law; and (iv) license or sell any Purchaser's products, or any part thereof, to any third party.

## 11 TERMINATION

11.1 The Supplier shall be entitled by notice in writing, without prejudice to any of its rights herein, to terminate forthwith this Agreement or a Purchase Order if Purchaser is in substantial breach of a material term of this Agreement or a Purchase Order (as the case may be) and within 60 days of the date of dispatch to Purchaser of a written request from Supplier to remedy such breach Purchaser fails to remedy such breach.

11.2 Without prejudice to any of its accrued rights whether arising out of or in connection with this Agreement or a Purchase Order either Party shall be entitled to immediately terminate this Agreement or any Purchase Order by notice in writing if the other Party is unable to pay its debts, makes a proposal for a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal, becomes subject to any voluntary arrangement, has a receiver, manager, or administrative receiver appointed over any of its assets, undertaking or income, passes a resolution for its winding-up (save for the sole purpose of a solvent liquidation to effect a reconstruction or amalgamation previously approved in writing by the Party serving notice), is subject to a petition presented to any court for its winding-up, has a provisional liquidator appointed, has a proposal made for a compromise or arrangement (save for the sole purpose of a solvent reconstruction or amalgamation previously approved in writing by the Party serving notice), has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person or is the subject of a notice to strike off the register of companies maintained by the relevant authority in the country where that party is incorporated.

11.3 Purchaser shall be entitled by notice in writing, without prejudice to any of its rights herein, to terminate forthwith this Agreement or a Purchase Order if the Supplier is in substantial breach of a material term of this Agreement or a Purchase Order (as the case may be) and such breach is incapable of remedy or, where the breach is capable of remedy, the Supplier fails to remedy such breach within 30 days of the date of dispatch to Supplier of a written request from Purchaser specifying the breach and requiring it to be remedied.

11.4 The Supplier shall promptly notify Purchaser in writing if the Supplier or any of its Affiliates: (i) purchases a controlling interest, acquires or otherwise has any interest in a Direct Competitor of Purchaser; or (ii) is purchased, has any of the controlling interest bought, acquired or otherwise transferred to a Direct Competitor of Purchaser. Purchaser shall have the right to terminate this Agreement or any Purchase Order within 30 days of receipt of such written notice or prior to receipt of such notice at any time after becoming aware of such event by serving notice in writing on the Supplier to that effect.

11.5 This Agreement may be terminated by Purchaser serving one month's notice in writing on the Supplier. Each Purchase Order entered into pursuant to this Agreement will continue until terminated in accordance with the terms of that Purchase Order notwithstanding any termination of this Agreement unless Purchaser serves notice in writing on the Supplier on or before the date of the termination of this Agreement that the Purchase Order will terminate on the termination of this Agreement. A right on the part of Purchaser to terminate a Purchase Order will immediately give rise to a right on the part of Purchaser to terminate any or all other Purchase Orders.

11.6 Purchaser is entitled to cancel any Purchase Order in whole or in part by giving written

notice to the Supplier at any time prior to delivery of the Products in which event Purchaser's sole liability will be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

11.7 The Supplier shall provide or return, as applicable, to Purchaser all the Developments and any other material relating to the Developments and all copies of any of them by no later than thirty days from the date of expiration or termination of this Agreement for any cause whatsoever.

## 12 CONFIDENTIALITY OBLIGATIONS

12.1 Each Party agrees to maintain Confidential Information received from the other in confidence and not to use or disclose such Confidential Information, without the prior written approval of the disclosing Party, except as required to comply with any order of a court or any applicable rule, regulation or law of any jurisdiction. Confidential information shall not include that which: (a) is in the public domain prior to disclosure to the receiving Party; (b) becomes part of the public domain through no unauthorized act or omission on the part of the receiving Party; (c) is lawfully in the possession of the receiving Party prior to disclosure by the disclosing Party; or (d) is independently developed by employees of the receiving Party with no access to the Confidential Information. -In the event that a receiving Party is required by judicial or administrative process to disclose Confidential Information of the disclosing Party, it shall promptly notify the disclosing Party and allow the disclosing Party a reasonable time to oppose such process. Each Party agrees that the Confidential Information shall be disclosed only on a need-to-know basis to their employees, officers, directors, Affiliates, agents, professional advisors or others that are likewise subject to a confidentiality obligation. Each Party shall protect the Confidential Information of the other by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use thereof that such Party uses to protect its own confidential information of like nature. The Parties hereby acknowledge that damages may not be an adequate remedy for any breach of this clause 12.1 and that either Party will therefore be entitled to apply for injunctive relief from any court of competent jurisdiction to restrain any breach or threatened breach of this clause 12.1.

### 12.2 Return of Confidential Information

Upon termination or expiration of this Agreement, each Party agrees at the request of the other Party to destroy and certify destruction thereof of all Confidential Information in its possession received from the other save insofar as the receiving Party needs such Confidential Information to fulfil its post-termination obligations to the other Party or to Customers.

## 13 PRICE AND PAYMENT

13.1 The Supplier shall invoice Purchaser for the Products which are specified in the Purchase Order the fees specified therefor as set out in the Purchase Order upon Purchaser's written acceptance of the Products. Such invoice shall include: Purchase Order number, descriptions of the Products, sizes, quantities, prices and totals. The Supplier may invoice Purchaser for Products on or at any time after date of delivery or acceptance whichever is the later.

13.2 Purchaser shall pay to the Supplier the invoiced fees in the currency of payment all as set out in the Purchase Order within 60 days of receipt of a correct invoice. All payments shall be made to the Supplier at the address shown in the Purchase Order. Purchaser may make adjustments or withhold payment if Purchaser reasonably deems that any invoices are not submitted in accordance with this Agreement, due to any shortages or failures, or for any failure to comply with the requirements of the Purchase Order.

13.3 The fees and any other sums payable by Purchaser are gross amounts inclusive of (i) any value added tax and all other foreign, federal, local, sales or use taxes (ii) all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Products to Purchaser's specified place of delivery; and (iii) any duties, imposts and levies.

## 14 ASSIGNMENT

The Supplier shall not assign the benefit or delegate the burden of this Agreement or any Purchase Order (whether in whole or in part) without the prior written consent of Purchaser.