

ScanSource Europe Product Database License Agreement

This Product Database License Agreement (this "Agreement") is made by and between ScanSource Europe SPRL, and its Affiliates (together referred to herein as "ScanSource") and the company submitting the completed Agreement ("Client"), and is made effective on the date ScanSource notifies Client that it has been granted access (the "Effective Date") to certain electronic product data delivered electronically from ScanSource (the "Licensed Property"). The Client has had the opportunity to review and acknowledge its agreement to be bound by the terms of this Agreement. The Licensed Property consists of the data used in ScanSource's ERP systems including but not limited to product information, descriptions, and photos that may be changed from time to time at ScanSource's discretion and contains data and information provided by independent third parties.

NOW, THEREFORE, in consideration of the Charges (as defined in Clause 3 below), ScanSource hereby grants Client a license for the Licensed Property in accordance with the terms and conditions set forth below:

1. LICENSE. Provided that the Charges have been paid in advance and in full cleared funds in accordance with Clause 3, ScanSource hereby grants to Client and Client hereby accepts from ScanSource, a non-exclusive, non-transferable, revocable, license to use the Licensed Property solely for the Permitted Use (as defined below) and in accordance with the terms and conditions set forth in this Agreement. Client acknowledges and agrees that the Licensed Property is proprietary to ScanSource and that this Agreement grants Client no title or right of ownership in the Licensed Property, except as provided herein, and Client covenants and agrees that it will not challenge or allege otherwise in any proceeding. Client is hereby authorized to use, modify, display and transmit the Licensed Property in electronic form in connection with its web-site, to permit users of its web-site to view and print the Licensed Property for personal use, and to use it in the production of Client marketing material ("Permitted Use"). Client will not otherwise reproduce or distribute the Licensed Property or permit third parties to reproduce or distribute the Licensed Property or use the Licensed Property for any type of commercial gain.

2. RETAINED OWNERSHIP AND USE. During the term (as set out in clause 4), ScanSource shall retain any and all title and ownership rights in and to the Licensed Property as originally licensed to Client hereunder. All subsequent modifications and/or enhancements of the Licensed Property made by Client shall be owned by ScanSource, and Client hereby assigns and agrees to assign, with full title guarantee all intellectual property rights in the same. The Client shall, and shall procure that any necessary third parties shall, execute and deliver such documents, assignments and instruments as may be necessary or appropriate to convey such interests to ScanSource as ScanSource may request or as are required for the purpose of giving full effect to this Agreement.

3. CHARGES. In consideration for the license to use the Licensed Property, Client shall pay to ScanSource the non-refundable sum of €500 ("Charges") invoiced to Client by ScanSource and to be paid to ScanSource by Client in advance of granting the license set out in clause 2. All Charges are exclusive of VAT or any other applicable sales tax if applicable, which shall be paid by Client at the rate and in the manner for the time being prescribed by law.

4. TERM. The license granted under this Agreement shall commence upon the Effective Date and shall continue for one year or until earlier terminated in accordance with the following provisions. ScanSource may, by written notice to Client, including electronic mail notices as provided in clause 15, terminate this Agreement and the license, if any of the following occurs: (a) the failure or neglect of Client to pay ScanSource any amounts due to ScanSource if not remedied within ten (10) days after written demand; (b) Client's ScanSource account is put on

hold or becomes inactive; (c) any material breach of this Agreement if not remedied within thirty (30) days after written demand; or (d) Client files or has filed against it bankruptcy or similar proceedings or enters into any arrangement with its creditors or is otherwise unable to pay its debts as they become due. Either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other party.

5. TERMINATION REQUIREMENTS. Termination of this Agreement does not relieve Client from its obligation to pay amounts due, save that if ScanSource terminates the Agreement for convenience under clause 4 the Charges shall be prorated and the applicable amount refunded accordingly. Upon termination of this Agreement, Client shall, within thirty (30) days of said termination, return to ScanSource, or destroy, the Licensed Property together with any copies, modifications, and merged portions in any form. The Client shall promptly certify to ScanSource in writing that the return and/or destruction has taken place and that Client no longer has in its possession, nor has it transferred to the possession of any third party, the Licensed Property or any media containing same or any portion thereof.

6. WARRANTIES. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SCANSOURCE SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN THE DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DATABASE CONTAINS INFORMATION OBTAINED BY SCANSOURCE FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES BELIEVE RELIABLE, BUT SCANSOURCE MAKES NO WARRANTY REGARDING ITS ACCURACY, COMPLETENESS, RELIABILITY AND USEFULNESS AND DISCLAIMS ALL LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS, INCLUDING ERRORS OR OMISSIONS IN TECHNICAL SPECIFICATIONS STATED.

7. LIABILITY.

7.1. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR:

- (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
- (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (C) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

7.2. WITHOUT PREJUDICE TO CLAUSE 7.1, SCANSOURCE SHALL NOT BE LIABLE TO THE CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR RESTITUTION OR FOR BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY:

- (A) DIRECT LOSS OR DAMAGE SUFFERED BY THE CLIENT HOWSOEVER CAUSED THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT; OR
- (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION:
 - i. LOSS OF PROFIT;
 - ii. PURE ECONOMIC LOSS;
 - iii. LOSS OF BUSINESS;
 - iv. LOSS OF REPUTATION;
 - v. LOSS OF GOODWILL; OR
 - vi. LOSS OR CORRUPTION OF DATA OR INFORMATIONSUFFERED BY THE CLIENT HOWSOEVER CAUSED THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.3. WITHOUT PREJUDICE TO CLAUSE 7.1 OR CLAUSE 7.2, SCANSOURCE'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT

SHALL BE NO GREATER THAN 100% OF THE CHARGES PAID BY CLIENT TO SCANSOURCE FOR THE LICENSED PROPERTY.

8. CERTAIN REMEDIES. Client agrees that the remedies at law for any material breach or threatened material breach of this Agreement, including monetary damages, are inadequate compensation for any loss and that ScanSource shall be entitled to seek specific performance of this Agreement. Client waives any defense to such claim that a remedy at law would be adequate. In the event of any actual or threatened material default in, or material breach of, any of the terms hereof; ScanSource shall have the right to seek specific performance and injunctive or other equitable relief with respect to its rights hereunder, in addition to any remedies available at law. If any unauthorised use is made of the Licensed Property and such use is attributable to the act or default of Client then, without prejudice to ScanSource's other rights and remedies, the Client shall immediately be liable to pay ScanSource an amount equal to the charges that ScanSource would have charged, had the unauthorised use been authorised, from the date of the unauthorised use to the date of payment.

9. GOVERNING LAW. This Agreement shall be construed according to, and the rights of the parties shall be governed under the laws of England. Client agrees and consents to the exclusive jurisdiction and venue of the courts of England and Wales for the resolution of any disputes or claims arising out of or related to this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties in connection with the licensing of the Licensed Property.

11. SEVERANCE. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

12. VARIATION. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. ASSIGNMENT. This Agreement is personal to Client and it shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the ScanSource. ScanSource may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the consent of Client.

14. FORCE MAJEURE. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control.

15. NOTICES: Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office, its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or electronic mail. If electronic mail notices are used, the notice will be effective at the time of sending, provided that a confirming

copy is sent by first class post to the other party within 24 hours after sending.

16. NO PARTNERSHIP OR AGENCY. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

17. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.