



FULL USE DEMONSTRATION AND DISTRIBUTION AGREEMENT

This Full Use Program Demonstration & Distribution Agreement (“agreement”) includes the terms and definitions set out below and any orders you submit. This agreement is not effective until accepted by Applaud Solutions. If accepted, Applaud Solutions will notify you and the terms of this agreement will govern.

A. Agreement Definitions

“You” and “your” refer to the entity that has entered into this agreement with “Applaud Solutions” to distribute Applaud Solutions’ programs.

The term “distribution rights” refers to the right to distribute the programs to an end user under the terms of this agreement.

The term “end user” refers to a third party that is licensed to use the programs for its own internal business operations subject to the terms of an end user license agreement as further provided for in this agreement.

The term “end user license agreement” refers to the Applaud Solutions UK Ltd End User License Agreement (“EULA”).

The term “full use” refers to unaltered versions of the programs with all functions intact.

The term “programs” refers to the software products owned or distributed by Applaud Solutions including program documentation, and any program updates acquired through technical support.

The term “program documentation” refers to the program user manual and program installation manuals. Program documentation is accessed online at <http://www.applaudsolutions.com>

B. Distribution Rights

Applaud Solutions grants you a worldwide, nonexclusive, nontransferable right to distribute Applaud Solutions’ programs to end users in accordance with the terms of this Agreement and the Applaud Solutions UK Ltd End-User License Agreement (“EULA”).

You may order programs from Applaud Solutions as provided under this agreement only after you receive an end user’s order for such products.

Each program must be used only for the internal business operations of the end user.

You may not distribute the programs to yourself. You shall not appoint any third party to distribute the programs.

Some programs may also include any source code Applaud Solutions may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this agreement.

Applaud Solutions grants you a nonexclusive, nontransferable right to distribute to end users the first year of technical support from Applaud Solutions for the programs distributed to such end users at the time



that you place the order for such programs. If technical support is ordered, the term of such technical support begins on the date the programs are shipped, or ordered if shipment is not required, or as otherwise stated in your order with Applaud Solutions. When you distribute first year technical support you must inform end users that technical support (including the renewal of such technical support) is subject to Applaud Solutions' technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Applaud Solutions' discretion; however, Applaud Solutions will not materially reduce the level of services provided for programs during the period for which fees for technical support have been paid.

If you distribute first year technical support to an end user, you must inform the end user of the annual technical support fees that Applaud Solutions would charge for second year technical support if renewed through Applaud Solutions.

C. Trial Licenses for Programs

Applaud Solutions grants you a worldwide, nonexclusive, nontransferable right to distribute unlimited trial licenses for the end users' own internal evaluation purposes of the programs in accordance with the terms of this Agreement and the Applaud Solutions UK Ltd End-User License Agreement ("EULA").

In addition, Applaud Solutions may include additional programs with an order that the end user may use for trial, non-production purposes only.

D. Demonstration, Marketing and Training License

Applaud Solutions grants you an unlimited, non-expiring demonstration license of Applaud Solutions programs in order to market the Software, to demonstrate the Software and to train Customers on the Software.

E. Ownership and Restrictions

Applaud Solutions retain all ownership and intellectual property rights to the programs.

You may not:

- use the programs except as expressly provided in this agreement;
- remove or modify any program markings or any notice of Applaud Solutions' proprietary rights;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the programs
- engage in any conduct that may be detrimental to Applaud Solutions or to the programs;
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement.

F. Order Terms

Prior to submitting an order to Applaud Solutions, you must obtain an order from the end user for the programs which shall be subject to the Applaud Solutions UK Ltd End User License Agreement. Each order placed by you with Applaud Solutions must be complete and shall be subject to the terms of this agreement.

Applaud Solutions reserves the right to accept or reject any order submitted by you in its sole discretion.



Upon request, you will provide Applaud Solutions with a copy of the end user license agreement and any amendments and documents that together with the end user license agreement form the complete end user license agreement, and any ordering documents or purchase agreements between you and the end user related to the order. For programs, at a minimum you must provide information related to the programs, including but not limited to, the end user's name, the programs distributed, the license levels, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Applaud Solutions.

G. Commission

To qualify for commission, you must

- Have registered the opportunity through the Applaud Solutions Referral Scheme
- Had the opportunity approved by Applaud Solutions
- Submitted an order form on behalf of the end user

On successful completion of a registered transaction and providing the above terms are met, you shall receive 25% of Net Collected Revenue (as defined below) received by Applaud Solutions. All payments will be made to you within 30 days of receipt of revenue to Applaud Solutions. Applaud Solutions may amend the commission rate at any time, upon 60 days notice to you. All commissions shall be paid in Pounds Sterling.

"Net Collected Revenue" means the fees paid to Applaud Solutions by End-Users for the Client Software and first year support fees.

H. License Agreement

It is your responsibility to ensure that any distribution of programs to an end user is subject to a legally binding end user license agreement for the programs that you order. The end user license agreement must be Applaud Solutions' current EULA.

The order between you and the end user shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the end user license agreement and Applaud Solutions Technical Support Agreement.

If the order submitted by you indicates that the EULA will be executed by the end user, you must provide the signed agreement to Applaud Solutions when you submit your order. You agree to inform Applaud Solutions promptly if you are aware of any breach of an end user license agreement.

I. Warranties, Disclaimers and Exclusive Remedies

Warranties that apply to the end user's licensed use of the programs are provided to the end user pursuant to the EULA.

J. Term and End of Agreement

This Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least ninety (90) days prior written notice.

In the event of any other breach or default of any material obligation owed by Reseller in this Agreement, then Applaud Solutions may provide notice to Reseller and if such breach of default is not cured within 30 Business Days following such notice, the Agreement may be terminated by Applaud Solutions.



K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential at the time of disclosure.

L. Trademarks and Copyrights

Applaud Solutions hereby grants to Reseller a limited, nonexclusive right to use Applaud Solutions' regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the Client Software. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by Reseller on or within any of the Client Software or website.

M. Privacy

If you provide Applaud Solutions with personal information concerning your customers, prospects or employees, Applaud Solutions will only use the information in manners consistent with those specified in this agreement to accomplish their purposes, or as otherwise indicated at the time Applaud Solutions collects such information.

N. Entire Agreement

You agree that this agreement and the information which is expressly incorporated into this agreement by written reference (including reference to information contained in an URL or referenced policy), together with the applicable order, are the complete agreement for each order that you place with Applaud Solutions for programs.

If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement.

O. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. APPLAUD SOLUTIONS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO (A) THE AMOUNT OF FEES YOU PAID APPLAUD SOLUTIONS UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR DISTRIBUTION OF PROGRAMS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID APPLAUD SOLUTIONS FOR THE DEFICIENT PROGRAM.

P. Export

Export laws and regulations of the United Kingdom and other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use and distribution of the programs (including technical data). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.



Q. Authorized Signatures

Signed for and on behalf of:

Signed:

Name:

Title:

Date:

Signed for and on behalf of:
Applaud Solutions

Signed:

Name: Ivan Harding

Title:

Date:
