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Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

Applicability. The terms and conditions in the attached Manufacturer EULA http://docs.readspeaker.com/rsllc/RSLLC_TermsAndConditions101010_EN.pdf are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:

- (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
- (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
- (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement

applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.
- (e) Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

READSPEAKER GENERAL TERMS AND CONDITIONS

1 PARTIES

These ReadSpeaker General Terms and Conditions (hereinafter called the "Ts & Cs") govern the Customer's use of the Licensed Service.

(1) ReadSpeaker LLC, a company organised and existing under the laws of the state of Delaware (hereinafter called "ReadSpeaker"),

(2) the company or other entity specified in the Order Confirmation (hereinafter called the "Customer")

(ReadSpeaker and the Customer are hereinafter together called the "Parties", and each a "Party" (as appropriate)).

2 DEFINITIONS

2.1 In these Ts & Cs, unless the context otherwise requires, the following expressions shall have the following meanings:

Acceptance Date means the date on which the Licensed Service is accepted or deemed to be accepted by the Customer pursuant to Clause 7;

Business Day means any day other than a Saturday or Sunday on which retail banks are generally open for business in Sweden;

Confidential Information means all information which is not publicly known or publicly obtainable which is disclosed (whether in writing, orally or by any other means) by ReadSpeaker to the Customer either prior to the entry of the Parties into these Ts & Cs, or directly or indirectly as a result of entering into these Ts & Cs, or as a result of the relationship constituted by these Ts & Cs, including the Service Specification and Program Documents or otherwise relating to the Licensed Service;

Contract Start Date means the date on which the period starts for which the customer pays the License Fees

Delivery Date means the date on which the Licensed Service is made available to the Customer pursuant to Clause 5;

Effective Date means the date on which these Ts & Cs were entered into as stated in the signature provision of the Order Confirmation;

Enabling Code means the computer code made available by ReadSpeaker to the Customer pursuant to these Ts & Cs so as to enable the Licensed Service to be accessed by the Customer and users of the Website for the Intended Use, on the terms and conditions contained in these Ts & Cs; and

Fault means a technical fault in a Licensed Service which frustrates the Customer's use of the Licensed Service. A temporary interruption due to lack of capacity in the Customer or ReadSpeaker's Internet access is not considered to be a Fault;

Intended Use means the intended use set out in Appendix B to the Order Confirmation;

License means the license granted by ReadSpeaker to the Customer in Clause 3 to, amongst other things, use the Licensed Service on the terms and conditions of these Ts & Cs. (ReadSpeaker is providing the Licensed Service

to the Customer in accordance with the terms of a license agreement between ReadSpeaker and its ultimate parent entity, ReadSpeaker Holding B.V.);

License Fee means the initial fee and the monthly fee for the Licensed Service as specified in the Order Confirmation;

Licensed Service means the service described in the Service Specification (see Appendix B of the Order Confirmation);

Program Documents means the user instructions, technical literature, on-line help and other documentation and all other related materials in eye-readable form supplied to the Customer by ReadSpeaker for aiding the Customer's use of the Licensed Service;

Service Specification means the description of the Licensed Service set out in the Order Confirmation or in an appendix thereof;

Regular Service Hours means the hours between 08:00 - 17:00 EST on Business Days;

Order Confirmation means the ReadSpeaker order confirmation as signed by the Customer and of which these Ts & Cs are an integral part and which is incorporated herein by reference ;

WAI means the World Wide Web Accessibility Initiative of the World Wide Web Consortium. The Web Accessibility Initiative develops strategies, guidelines, and resources to help make the Web accessible to people with disabilities.

Website means the Customer's Internet website(s) specified in the Order Confirmation; and

Member of the ReadSpeaker Group means any affiliate of ReadSpeaker Holding B.V.

2.2 In these Ts & Cs, unless the context otherwise requires, a reference to:

2.2.1 a person or Party includes a reference to that person's or Party's successors and permitted assignees;

2.2.2 a Clause or Schedule is a reference to a Clause or Schedule of these Ts & Cs;

2.2.3 a reference to a document or other thing is a reference to that document or other thing in either a material or electronic form (as the case may be); and

2.2.4 the verb "include" (in any tense) shall be construed without limitation to any particular example specified.

2.3 The Order Confirmation is part of these Ts & Cs and is deemed incorporated by reference herein. In the event of any conflict between any provision of the Order Confirmation and any other provision of these Ts & Cs, the relevant provision of the Order Confirmation shall prevail.

2.4 The headings and sub-headings in these Ts & Cs are for convenience only and shall not affect the construction of these Ts & Cs.

3 LICENSE TO THE LICENSED SERVICE

3.1 In consideration for the payment of the License Fee, ReadSpeaker hereby agrees to:

3.1.1 grant the Customer a non-exclusive, worldwide license to make available and use the Licensed

Service on the Website for the Intended Use, and to upload the Enabling Code onto the Website so as to make available the Licensed Service to the Customer and to users of the Website for the Intended Use, on the terms and conditions contained in these Ts & Cs; and

3.1.2 deliver the Licensed Service and appropriate Program Documents during the continuation of the License.

3.2 The Customer shall use the Enabling Code and the Licensed Service for its own purposes only. The Customer shall not permit any third person (other than the users of the Website) to use the Licensed Service, and shall not use the Licensed Service on behalf of or for the benefit of any third person in any manner whatsoever.

3.3 The Customer is not entitled to use the Enabling Code or the Licensed Service except in accordance with the implementation and use guidelines stated in the Program Documents.

3.4 The License shall not be deemed to extend to any other services or products offered by ReadSpeaker other than the Licensed Service unless specifically agreed to in writing by ReadSpeaker.

3.5 The Licensed Service may be hosted by any Member of the ReadSpeaker Group.

4 PAYMENT

4.1 The Customer shall pay ReadSpeaker the initial part of the License Fee within thirty (30) days of the Delivery Date by check wire transfer to ReadSpeaker's bank account stated on the Invoice or to such other of ReadSpeaker's bank accounts as it may from time to time notify the Customer in writing.

4.2 The Customer shall pay ReadSpeaker the periodic component of the License Fee as specified in the Order Confirmation in advance within thirty (30) days of the first day of the beginning of the period specified in such Order Confirmation.

4.3 The License Fee and any additional charges payable under these Ts & Cs shall be exclusive of value added tax (or similar tax chargeable in any jurisdiction) which shall be paid in addition by the Customer at the same time as the relevant fee or charge.

4.4 If any sum payable under these Ts & Cs is not paid by the due date ReadSpeaker may, without prejudice to ReadSpeaker's other rights and remedies, charge interest on all overdue payments at a rate equal to U.S Prime Rate, as published in the Wall Street Journal from time to time, plus three percentage points (3%), compounded daily, on the outstanding balance, from the day on which the payment should have been made until such time as the entire outstanding balance has been paid.

5 DELIVERY AND AVAILABILITY

5.1 ReadSpeaker shall make the Licensed Service available to the Customer in accordance with the Service Specification as set forth herein.

5.2 The Enabling Code shall be delivered to the Customer in machine-readable form (only).

5.3 ReadSpeaker shall use commercially reasonable efforts to achieve availability of the Licensed Service to the Customer on a continuous basis with ninety-nine point one percent (99.1%) reliability calculated

on the basis of each period of three hundred and sixty five (365) days.

5.4 ReadSpeaker reserves the full right to, at any given time, change third party suppliers as long as such change does not adversely affect the functionality set out in the Service Specification.

6 CONDITIONS TO AVAILABILITY OF LICENSED SERVICE

6.1 The Customer acknowledges and agrees that the obligations and undertakings of ReadSpeaker in these Ts & Cs shall be subject to the conditions set out in this Clause 6 and in Clause 13 being met.

6.2 The Website shall be publicly accessible on-line by a unique URL.

6.3 The servers supporting the Website shall be fully functional and no general problem shall exist with the infrastructure or performance of the Internet which is affecting the Website.

6.4 The Customer shall upload the Enabling Code onto the Website promptly upon delivery by ReadSpeaker so to permit the use of the Licensed Service by the Customer and users of the Website.

6.5 The structure and architecture of the Website shall remain substantially as at the Effective Date.

6.6 The Website shall be accessible to ReadSpeaker without requirement to enter any passwords.

6.7 The Website and installation of the Enabling Code shall comply with the guidelines of WAI and ReadSpeaker's implementation and user recommendations stated in the Program Documents.

6.8 The Licensed Service shall only perform the Intended Use defined in Appendix B to the Order Confirmation, in respect of the language(s) specified in the Service Specification.

7 TESTING AND ACCEPTANCE

7.1 The Customer shall test whether the Licensed Service performs in accordance with the Service Specification within one (1) week of the Delivery Date.

7.2 Should the Licensed Service fail to perform in accordance with the Service Specification pursuant to Clause 7.1 above, the Customer shall promptly notify ReadSpeaker thereof, and ReadSpeaker shall correct the performance of the Licensed Service within a period of fourteen (14) days of such notification.

7.3 The Customer shall be deemed to have accepted the Licensed Service if (i) the Customer does not notify ReadSpeaker within thirty (30) days of the Delivery Date or, if applicable, within ten (10) days of the date on which ReadSpeaker demonstrates to the Customer that it has corrected any failure of the Licensed Service to perform in accordance with the Service Specification, of any failure of the Licensed Service to perform in accordance with the Service Specification, or (ii) the Customer begins use of the Licensed Service other than for the purpose of performing the test referred to in Clause 7.1.

7.4 The Licensed Service shall not be deemed to be performing incorrectly by reason of any failure to provide any facility or function not specified in the Service

Specification or by reason of any breach by the Customer of Clause 13.

8 WARRANTY

8.1 ReadSpeaker warrants that the Licensed Service will, when properly used in accordance with the conditions set out in Clause 6, provide the facilities and functions set out in the Service Specification.

8.2 If ReadSpeaker receives written notice from the Customer after the Acceptance Date of any breach of the warranty provided in Clause 8.1 above, then ReadSpeaker shall at its own expense and within a reasonable time after receiving such notice remedy the defect or error in question provided that ReadSpeaker shall have no liability or obligation under said warranty unless it shall have received written notice of the defect or error in question no later than the expiration of six (6) months after the Acceptance Date.

8.3 Except only as set out in Clause 8.1 above, the Customer hereby acknowledges that ReadSpeaker does not give any warranty or make any representation whatsoever regarding the Enabling Code or the Licensed Service, and the Customer further acknowledges and represents that it has not relied on or been induced to enter into these Ts & Cs by any representation or warranty whatsoever given by ReadSpeaker.

9 OPERATIONAL INTERRUPTIONS AND FAILURE

9.1 In the case of any interruptions in the Licensed Service lasting more than four (4) hours, the Customer shall be entitled to a reduction in the unpaid monthly fee component of the Licensed Fee. The reduction shall be the equivalent of ten percent (10%) of the total monthly fee for every full hour during which the Licensed Service has been non-operational, exceeding the initial four (4) hours, from the time the interruption was notified to ReadSpeaker until such time as the Licensed Service is resumed. The cumulative total of the reductions is limited to the monthly fee for the relevant calendar month in which such interruption first begins and shall only be available to the extent that any amount of monthly fee remains unpaid (and not payable at the time the interruption begins) in accordance with these Ts & Cs.

9.2 The foregoing reduction is not applicable if the Customer has materially contributed to the cause of the interruption, in which event ReadSpeaker further has the right to charge the Customer a reasonable fee for rectifying the problem. Scheduled maintenance of the service notified to the Customer in advance does not amount to an interruption.

10 DURATION OF LICENSE

10.1 The License shall commence on the Contract Start Date and shall continue for the initial period specified in the Order Confirmation or until these Ts & Cs expire or are terminated in accordance with Clause 15 or Clause 18.2.

11 PROPRIETARY RIGHTS

11.1 The Customer acknowledges that the Enabling Code, the Licensed Service and the Program Documents, and the intellectual property rights comprised therein, are the exclusive property of the Licensor. Except as expressly provided in these Ts & Cs, nothing herein shall confer upon the Customer any right, title or interest in any of the foregoing.

11.2 The Customer acknowledges and agrees that, as between the parties, ReadSpeaker shall have sole ownership of all right, title and interest in and to any improvement, refinement, enhancement or modification of the Licensed Service, whether made by or on behalf of ReadSpeaker, or by or on behalf of the Customer, including any customer specific correction to the pronunciation of any word or name, and that there shall be no restriction whatsoever on ReadSpeaker's use of any such improvement, refinement, enhancement or modification in the provision of any service to any third party.

12 CONFIDENTIALITY

12.1 The Customer undertakes to treat as confidential, and shall not use or disclose, any Confidential Information.

12.2 Confidential Information shall not include information that is generally available to the public at the time it is received by the Customer or thereafter becomes generally available to the public without breach of these Ts & Cs on the part of the Customer.

12.3 In case of discovery of any unauthorised disclosure or use of the Confidential Information, the Customer shall promptly inform ReadSpeaker and take all appropriate measures to prevent further such unauthorised disclosure or use.

12.4 ReadSpeaker reserves the right to include Customer's name on its published list of customers to whom ReadSpeaker is providing services unless Customer advises ReadSpeaker in writing to the contrary.

12.5 This Clause 12 shall survive the termination or expiration of these Ts & Cs for a period of three (3) years, except that for any Confidential Information expressly designated by ReadSpeaker in writing as a "trade secret", such undertaking shall continue indefinitely for so long as such Confidential Information continues to remain a trade secret (or of equivalent status) under applicable law.

13 ALTERATIONS

13.1 Except to the extent required to install the Enabling Code on the Website so as to make available the Licensed Service to the Customer and to users of the Website for the Intended Use in accordance with the guidelines of WAI and ReadSpeaker's implementation and user recommendations stated in the Program Documents, the Customer shall not alter, modify, adapt or translate the whole or any part of the Enabling Code or the Licensed Service (or its content or operation) in any way whatsoever, nor permit the whole or any part of the Enabling Code or Licensed Service to be combined with or to become incorporated in any other computer program, nor shall it decompile, disassemble or reverse engineer the same nor attempt to do any of such things. No person other than a Member of the ReadSpeaker Group shall be entitled to make any alternations or modifications to the Enabling Code or the content or operation of the Licensed Service. Without prejudice to any of the foregoing, all right, title and interest in any alteration, modification, adaptation or translation of the Enabling Code or Licensed Service which the Customer may make shall inure solely to the benefit of ReadSpeaker without the requirement for any act or election on its part, and, without prejudice to the foregoing, shall be formally assigned to ReadSpeaker promptly upon its request. The Customer shall provide full details of any such alteration, modification, adaptation or translation to ReadSpeaker promptly upon request.

13.2 The Customer is permitted to make a reasonable number of back-up copies of the Enabling Code and Program Documents for its own use only and provided that it retains sole possession and control over all such copies at all times during the continuation of this Agreement.

14 SOFTWARE MAINTENANCE AND SERVICE

14.1 ReadSpeaker shall ensure that the Customer is provided with the maintenance services (if any) specified in Appendix A to the Order Confirmation at the request of, and at no additional charge to, the Customer in addition to the monthly component of the License Fee save where indicated in the Order Confirmation. Such maintenance services may be provided by any Member of the ReadSpeaker Group or its sub-contractor (and therefore not necessarily by ReadSpeaker).

14.2 ReadSpeaker shall provide such maintenance services at all times during Regular Service Hours.

14.3 ReadSpeaker shall use commercially reasonable efforts during Regular Service Hours to remedy all Faults reasonably notified to it by the Customer on the basis of the information supplied by the Customer. ReadSpeaker shall use commercially reasonable efforts to commence the process of remedy by no later than four (4) hours after the Fault is reported.

14.4 ReadSpeaker shall announce maintenance of a kind that will affect the Customer's normal enjoyment of the Licensed Service at least fourteen (14) days in advance. In other cases, ReadSpeaker shall schedule maintenance together with the Customer to find a mutually suitable date and time within operational time.

15 TERMINATION

15.1 These Ts & Cs shall remain in effect for the initial period set out in the Order Confirmation.

15.2 To terminate these Ts & Cs at the end of the initial period set out in the Order Confirmation or the yearly anniversary thereof, either Party shall give notice thereof at least three (3) months prior to the end of such initial period or prior to such yearly anniversary date thereof. In the absence of such written notice, these Ts & Cs shall be automatically extended for a further twelve (12) months.

15.3 ReadSpeaker is entitled to terminate these Ts & Cs forthwith on giving notice in writing to the Customer if:

15.3.1 the Customer commits any material breach of (including non-payment of sums due or use of the Enabling Code or the Licensed Service except in accordance with the implementation and use guidelines stated in the Program Documents), or fails to observe, any term of these Ts & Cs and fails to remedy such breach or failure to observe within thirty (30) days of the receipt of written notice from ReadSpeaker to effect such remedy; or if

15.3.2 the Customer passes a resolution for, or a court of competent jurisdiction makes an order for, its winding-up or dissolution, an administrative order is made in relation to the Customer, or a receiver is appointed over, or the beneficiary of an encumbrance takes possession of or sells, a material asset of the Customer, if the Customer ceases to conduct business in the normal course, or if the Customer makes an arrangement or composition with its creditors

generally or makes an application to a court of competent jurisdiction for protection from its creditors generally (or if the equivalent to any of the events referred to in this Clause 15.3.2 occurs in any jurisdiction), or it otherwise becomes unable to pay its debts as they come due, save in each case as part of a voluntary and solvent re-organization or amalgamation.

15.4 The Customer is entitled to terminate these Ts & Cs in the event of interruptions occurring to the Licensed Service in any calendar month which cumulatively represent greater than the monthly License Fee for that calendar month.

15.5 The Parties may furthermore terminate these Ts & Cs at any time by mutual agreement in writing.

16 CONSEQUENCES OF TERMINATION

16.1 Immediately upon the expiration or termination of these Ts & Cs, all terms and conditions of these Ts & Cs shall cease to have effect save only for the provisions of these Ts & Cs which expressly or by implication are intended to continue in effect after the expiration or termination of these Ts & Cs or which are necessary for the interpretation or enforcement of these Ts & Cs, including Clauses 2, 4.4, 10-13, 15, this Clause 16, and Clauses 19-22.

16.2 The Customer shall pay all outstanding amounts owing to ReadSpeaker immediately upon the expiry or termination of these Ts & Cs.

16.3 The Customer shall immediately return to ReadSpeaker the Enabling Code and Program Documentation and all back-up copies it may have made thereof.

16.4 Neither Party shall be entitled to any compensation or recovery whatsoever with respect to the expiry or termination of these Ts & Cs in accordance with Clause 15 or Clause 18.2 (and no refund of the whole or any part of any License Fee paid in advance shall be payable), but such expiry or termination shall not affect the rights, obligations and liabilities of either Party accruing up to such time.

17 ASSIGNMENT

17.1 The Customer may not assign or transfer its rights under the License without the written consent of ReadSpeaker.

17.2 ReadSpeaker may assign, transfer or sub-contract its rights or obligations under these Ts & Cs without requiring the consent of, and without being required to notify, the Customer.

17.3 Without prejudice to the generality of Clause 17.2, upon a termination or expiration of the license from ReadSpeaker Holding B.V. to ReadSpeaker under which ReadSpeaker is providing the Licensed Service, ReadSpeaker is entitled to immediately assign or transfer all of its rights, title, interest and obligations under these Ts & Cs to ReadSpeaker International B.V. or its nominee.

18. FORCE MAJEURE

18.1 If the punctual or complete performance of any of the Parties' respective obligations under these Ts & Cs is prevented or delayed by any cause beyond the affected Party's reasonable control including any labor dispute (except where within the power of the relevant Party), act of God, armed conflict, riot, civil commotion, malicious

damage, accident, act of terrorism, explosion, epidemic, earthquake, fire, flood, storm or other severely adverse weather conditions, the affected Party shall be excused from the punctual performance of the obligation affected during the continuation of the relevant event, and the time period required in order to perform such obligations shall be extended for a period reasonable under the circumstances. In case of a situation beyond the affected Party's reasonable control, the affected Party shall promptly notify the other Party in writing and furnish it with all relevant information thereto. The affected Party shall promptly inform the other Party in writing of the cessation of the relevant event and resume complete performance of the obligation affected.

18.2 Should the situation beyond the affected Party's reasonable control continue for more than thirty (30) days, either Party shall then have the right to terminate these Ts & Cs.

19. LIABILITY

19.1 Notwithstanding anything else contained in these Ts & Cs, ReadSpeaker shall not be liable to the Customer under or in connection with these Ts & Cs, whether for negligence, breach of contract, misrepresentation or otherwise, for any incidental, indirect, consequential or special damages arising under or in connection with these Ts & Cs or the breach or failure to perform thereof.

19.2 ReadSpeaker shall not under any circumstances be liable to the Customer under or in connection with these Ts & Cs with respect to:

19.2.1 the functionality of any third party software or hardware not owned or developed by a Member of the ReadSpeaker Group; or

19.2.2 any content of the Website.

19.3 Without prejudice to any of the foregoing paragraphs of this Clause 19, the entire liability of ReadSpeaker under or in connection with these Ts & Cs, whether for negligence, breach of contract, misrepresentation or otherwise, is limited, with respect to each event or series of connected events, to an amount equal to the total amount of License Fees which have been paid by the Customer up to the point in time at which such liability first arose.

20 ENTIRE AGREEMENT

20.1 These Ts & Cs (including the Order Confirmation) constitute the entire agreement between the Parties in relation to the matters dealt with herein and supersede any previous agreement between the Parties in relation hereto. No modification, alteration or waiver of any of the provisions of these Ts & Cs shall be effective unless in writing and signed on behalf of each of the Parties.

20.2 Without prejudice to the generality of Clause 20.1 above, the Customer hereby acknowledges and agrees that the terms of any purchase order (or similar or equivalent) that may have been issued by the Customer to ReadSpeaker with respect to the Licensed Service shall not apply, and that such purchase order shall be accepted by ReadSpeaker for invoicing purposes only.

20.3 No omission or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude

any other or further exercise thereof or of any other right, power or privilege.

21 SEVERABILITY

21.1 If at any time any provision of these Ts & Cs, or part thereof, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability, of that provision under the law of any other jurisdiction, or affect or impair the legality, validity or enforceability of any other provision of these Ts & Cs under the law of that jurisdiction or of any other jurisdiction, and the Parties undertake to negotiate in good faith to agree to such alternative provision as will be legal, valid and enforceable in the jurisdiction or jurisdictions concerned, and will so far as possible have the same effect in such jurisdiction or jurisdictions as the relevant illegal, invalid or unenforceable provision, or part thereof.

22 LAW

22.1 These Ts & Cs shall be governed by and construed in accordance with the laws of the state of New York in the United States.

22.2 The courts of the state of New York shall have exclusive jurisdiction to hear and decide any dispute, claim or matter arising out of or in connection with these Ts & Cs, or the existence, breach, termination or validity hereof, or the consequences of its nullity (each a "Dispute"). Each Party agrees that the courts of New York are the most appropriate and convenient courts to hear and decide any Dispute, and agree to irrevocably submit to the jurisdiction of the courts of New York in relation to any Dispute.

22.3 In the event of any action for the material breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in connection with such action.

22.4 This Agreement may be executed in one or more counterparts, and by the parties hereto in separate counterparts; and each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.
