SOFTWARE SCHEDULE (VERSION 1.2)

The terms of this Software Schedule apply in addition to the terms of the main body of the Terms and Conditions, to all Software as such, to be installed by or on behalf of the Client and their related Support Services.

1. DEFINITIONS

1.1. In this Software Schedule, the following capitalized terms have the following meanings:

"Delivery Method" means the delivery media and/or method through which Client will get access to or TR will deliver the Software. Unless otherwise set out on the Order Form, the Delivery Method will be via an electronic method, such as FTP download;

"**Support Services**" means any support and maintenance services to be provided by TR in relation to the Software as set out in the Order Form;

2. RIGHTS AND CONDITIONS OF USE

2.1. Subject to payment of the applicable Fees, TR hereby grants to the Client a limited, world-wide, non-exclusive, non-transferable license to use and/or to allow Users to use: (i) the number of copies of the Software in object code format only, solely at the Site; and (ii) the number of copies of the Documentation in connection with the Client's and/or the Users' use of the Software, in each case within the scope of the License Level and for the Client's internal business purposes and, where applicable, for the Business Activity(ies) only.

3. DELIVERY AND ACCEPTANCE

3.1. On or within a reasonable period following the date of the Order Form, TR shall deliver or make available a copy of the Software via the Delivery Method and, where applicable, issue the applicable electronic key for activating the Software. The Software shall be deemed accepted on delivery.

3.2. Client acknowledges that professional services may be required for implementation of the Software, Updates or Upgrades and it will be Client's responsibility to arrange for such professional services from TR separately.

3.3. Within thirty (30) days of delivery of the Software, the Client shall notify TR in writing of any defective media. TR shall replace, without charge, any defective media determined to be unrelated to misuse by the Client.

4. WARRANTIES

4.1. TR warrants that the Software will operate substantially as described in the Documentation for a period of ninety (90) days following the delivery date (the "**Warranty Period**").

4.2. If the Client notifies TR during the Warranty Period of any failure of the Software where such failure (i) has a material adverse impact on the ability of the Client or its Users to use the Software; or (ii) causes a material function of the Software (as set out in its Documentation) to be materially impaired (either such failure shall be referred to in this Software Schedule as a "**Fault**"), TR shall use commercially reasonable efforts to modify the Software or provide a workaround in order to correct the Fault. If TR is unable to correct the Fault within a reasonable period of time, Client shall be entitled to terminate the Agreement in respect of the Software and Support Services by notice in writing to TR and TR shall promptly refund to the Client the Fees paid in respect of the Software and Support Services and the license for the Software and TR's obligations to provide the Support Services shall automatically cease. THE LIMITED REMEDY SET FORTH IN THIS CLAUSE 4.2 SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY.

5. SUPPORT SERVICES

5.1. Subject to payment of the applicable Fees and during the Term only, TR shall provide Client with its standard Support Services in relation to the Software, which may include:

5.1.1. the provision or making available to Client of such Updates and Upgrades as TR makes generally available to similar customers; and

5.1.2. the provision of telephone support during TR's standard support hours and/or the facility to report Faults via e-mail (whether during or after TR's standard support hours) provided, however, that no e-mail shall be deemed "received" by TR until TR has notified the Client that such e-mail has been received.

Notwithstanding the foregoing, TR shall be under no obligation to provide any Updates and/or Upgrades. TR shall notify Client in writing (including by email) or post notices on its support website when applicable Updates and Upgrades are available for use by Client.

5.2. If the Client cancels the Support Services pursuant to clause 1.1.1 of the General Terms and Conditions or the Support Services are terminated for any other reason, the Client may reactivate the Support Services provided that the Client pays the then-current Fees for Support Services and for any support periods since the date on which the Client previously stopped purchasing Support Services or the Client's Support Services were terminated, plus a reinstatement fee equal to 10% of this amount.

6. CONDITIONS FOR RECEIVING SUPPORT SERVICES

6.1. TR shall not be responsible for maintaining, repairing or replacing any hardware (including any servers or any web servers) or any software other than the Software.

6.2. The Support Services, or the remedial work set out in clause 4.2 above, do not include work in respect of, and TR shall not be liable for any Fault or any breach of warranty:

6.2.1. resulting from any modification of the Software other than by TR or its sub-contractors without TR's prior written approval; or

6.2.2. in any version of the Software other than the current release and the two most recent previous releases (N-2);

6.2.3. resulting from use of the Software contrary to TR's stated operating instructions, whether in the Documentation or otherwise including use of the Software in connection with hardware, software or systems with which the Software was not intended to operate;

6.2.4. resulting from any fault in or incorrect operation of any hardware, software, or telecommunications equipment not operated by TR;

6.2.5. resulting from the failure of the Client (or the applicable User) to install and implement in its production environment any Update or Upgrade provided by TR or other failure to co-operate with TR's reasonable instructions; or

6.2.6. resulting from or prolonged by the Client's failure to allow TR access to any relevant premises for the purposes of carrying out such Fault resolution.

6.3. In the event that any Fault falls within one or more of clauses 6.1 or 6.2, TR may, at its discretion, carry out any necessary work at the Client's written request and shall be entitled to charge the Client for such work at its then standard charges.