

ORDER FORM



Summary Of Costs (excl. vat)

	Standard	Pro Light User	Professional	
Initial Charge	£250	£250	£250	<i>Each user requiring access to the product licence will require a CAL. The minimum CAL requirement for any install is one.</i>
Base Monthly Rental	£85	£85	£250	
Client Access Licences (CAL)	£10	£10	£10	
Case Packs	20 for £200	10 for £250	250 for £625	

Operating System

Windows 7/Windows Vista
 Windows XP/2000/ME/98
 Windows Terminal Services
 Citrix

System Requirements

System Type <small>(Tick one box)</small>	Standard <input type="checkbox"/>	Pro Light User <input type="checkbox"/>	Professional <input type="checkbox"/>	
Initial Charge <small>(Please complete fully)</small>				Charge
	£250	£250	£250	£ _____
Case Packs _____ @	£200	£250	£625	£ _____
	Total Initial Charge (excl. vat)			£ _____
Monthly Charge <small>(Please complete fully)</small>				Charge
Minimum Monthly Rental <small>(includes first product licence and first client access licence)</small>	£95	£95	£260	£ _____
Additional Client Access Licences _____ @	£10	£10	£10	£ _____
	Total Monthly Charge (excl. vat)			£ _____

Training Requirements

Training for Transvas Profiler is mandatory and systems will not be released until training has taken place.

Request quote for on-site training
£500 per day + disbursements + vat

Attend training at O&M's offices
Based on number of CALs

Payment Method

Monthly by direct debit
Please complete the enclosed direct debit instruction

Annually by direct debit
Please complete the enclosed direct debit instruction

Annually by cheque
Please enclose a cheque for the first years costs, including vat

Order Confirmation

This order must be signed by the same person who signs the rental licence.

Title
 Surname

Forenames

Position

Signed
 Date

ORDER FORM



Each page of the report footer contains the following statement:

"Prepared by [Client Access Licence Holder Display Name] of [Report Company Name]...."

Please specify these details in the relevant boxes below.

Report Company Name

Please provide the **company name** you wish to appear on the reports. Unless specified this will be the trading name / legal entity name shown on the rental licence.

Client Access Licence Holders

Please provide details of each client access licence holder. All fields are mandatory with the exception of the display name. If the client access licence holder display name is not specified, this will default to "[First Name] [Surname]". Generic display names will not be accepted.

If more than 10 client access licences are required, please copy this page.

1	First Name	Surname
	Email Address	Display Name
2	First Name	Surname
	Email Address	Display Name
3	First Name	Surname
	Email Address	Display Name
4	First Name	Surname
	Email Address	Display Name
5	First Name	Surname
	Email Address	Display Name
6	First Name	Surname
	Email Address	Display Name
7	First Name	Surname
	Email Address	Display Name
8	First Name	Surname
	Email Address	Display Name
9	First Name	Surname
	Email Address	Display Name
10	First Name	Surname
	Email Address	Display Name

RENTAL LICENCE

ISSUED BY O&M PENSION SOLUTIONS LIMITED



Licensee Details

To avoid any delay in delivery of your system, please complete all sections fully.

Type Of Business	Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Company <input type="checkbox"/>
	LLP <input type="checkbox"/>	PLC <input type="checkbox"/>	
Legal Entity Name			THE LEGAL ENTITY NAME IS MANDATORY AND MUST MATCH THE NAME OF THE BANK ACCOUNT HOLDER. Please enter the name of the organisation or individual entering into the agreement with O&M Financial Services Limited.
Trading Name <small>(Only complete this box if different from the Legal Entity Name)</small>			
Address			
			Post Code
FSA Registration Number			
Regulator			
Network / Affinity Group		Member Number	

Contact Details

Title	Surname		
Forenames			
Telephone Number		Mobile Number	
Email Address			

Acceptance Of Agreement

I acknowledge that I have read and understood all the terms and conditions of this licence and agree to abide by them.

Title	Surname		
Forenames			
Position			
Signed		Date	

O&M Financial Services Limited

Once completed, please copy this document for your records and return the original paperwork to:

O&M Pension Solutions
5 Kings Court
Newcomen Way
Colchester
Essex
CO4 9RA

Sales: 0845 564 5531
Email: sales@ompensions.co.uk
Accounts: 0845 564 6630
Please make cheques payable to *O&M Pension Solutions Limited*

DEFINITIONS

- 1.1 "System" is defined as the O&M Transvas Profiler software.
- 1.2 "Licensor" is defined as O&M Pension Solutions Ltd.
- 1.3 "Licensee" is the legal entity who has agreed to rent the System and who has signed this Licence. Licensee shall also be deemed to include the Licensee and each of its subsidiary companies, its holding company ("holding company") and each subsidiary of its holding company ("subsidiary company") being as defined in sections 736 and 736A of the Companies Act 1985 (or replacement legislation), providing such legal entities operate in the market under the same brand name as the legal entity who has signed this Licence.

SCOPE

- 2.1 This Licence grants the Licensee a non-exclusive Licence to use the System subject to acceptance of all terms and conditions within this Licence.
- 2.2 The Licensor reserves the right to refuse any application for a Licence to use the System.

OWNERSHIP

- 3.1 The System remains the property of the Licensor.

COPYING

- 4.1 The System has copy protection built in. Each issued copy of the System contains a unique identification code.
- 4.2 The Licensee is permitted to make, for back-up and archival purposes only, such number of copies of the software as may be necessary to ensure the satisfactory secure operation of its business. Any such copy shall in all respects be subject to the terms and conditions of this Licence.
- 4.3 The Licensee agrees not to copy, disassemble, change or modify the System (except as specifically permitted under clause 4.2) without the written authorisation of the Licensor.

CHARGES

- 5.1 The Licensor and the Licensee agrees that the Licensee shall rent the System for a minimum period of 12 months.
- 5.2 The Licensee shall pay all sums owing to the Licensor with regard to the System or Systems issued under this Licence within 30 days of these sums falling due, following receipt of a valid and correct invoice from the Licensor. All initial sums due under this Licence are payable before the delivery of the system and training takes place.
- 5.3 Any sum payable to the Licensor under this Licence shall be paid without regard to any equity set-off or counterclaim and, without prejudice to its other rights and remedies. Notwithstanding the Late Payment of Commercial Debts (Interest) Act 1998 the Licensor may charge interest on all outstanding amounts from the due date, both before and after judgement, until such time as these sums and any interest accrued are paid up in full at the rate of two percent (2%) above Barclays Bank base rate.
- 5.4 Upon expiry of the minimum period referred to in 5.1 above, the Licensor may vary the sum chargeable with regard to the System or Systems issued under this Licence, however 6 weeks written notice must be given to the Licensee.
- 5.5 All sums payable under this Licence are payable in advance. If the Licensee terminates this Licence under clause 11.1, no refund will be given for any sums payable under this Licence, unless the termination is due to the Licensor's material breach of the terms of this Licence, in which case a pro-rata refund of the sums paid in respect of the remaining period of this Licence will be given. If the Licensor terminates this Licence under clause 11.1 a pro-rata refund of the sums paid in respect of the remaining period of this Licence will be given, unless such termination is due to the Licensee's material breach of the terms of this Licence.
- 5.6 All sums payable by the Licensee to the Licensor under this Licence are exclusive of any applicable value added tax which shall be paid by the Licensee at the rate and in the manner from time to time prescribed by law.
- 5.7 If the Licensee switches between the different versions of the system, any unused cases which have been purchased will be converted into cases in the new version of the system on a cost equivalent pro-rata basis. In addition, the Licensor reserves the right to make an administration charge for any future changes to a different version of the system that take place within a six month period.

RESTRICTIONS ON USE

- 6.1 Neither party shall assign or transfer the benefit of this Licence without the prior written consent of the other, such consent not to be unreasonably withheld or delayed or subjected to excessive cost, provided always that nothing in this clause shall prevent assignment by either party to any other company within its group of companies.
- 6.2 The Licensee shall use the System results/reports only for its own business purposes and only in accordance with, and on the terms and conditions set out in this Licence.
- 6.3 The Licensee is explicitly refused permission to provide reports to other entities regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity, whether a charge is made or otherwise, unless authority is given by a written instrument by a Director of the Licensor.
- 6.4 The Licensee is explicitly refused permission to provide reports whereby an introducer's fee or share of commission is paid to another entity regulated under the Financial Services and Markets Act 2000 (or replacement legislation), or a subsidiary, agent or parent of such an entity unless authority is given by a written instrument by a Director of the Licensor.

USER MANAGEMENT

- 7.1 Each individual requiring access to the System must rent a Client Access Licence in their own name, and may only use this Client Access Licence for access to the system. This Client Access Licence permits the individual to install Transvas Profiler on a single machine only, each subsequent installation/instance will require rental of an additional Client Access Licence.
- 7.2 Any unauthorized use of Client Access Licences is the responsibility of the Licensee, and a financial penalty equivalent to the Cost of the Client Access Licence for the term of the breach may be added to the Licence costs.
- 7.3 Maintenance of user names and company names will be undertaken by the Licensor. The Licensee acknowledges that the Licensor reserves the right to make a charge for maintenance where changes to individual Product and/or Client Access Licences are made more than once in any 12 month period.
- 7.4 The Licensor reserves the right to insist that an alternative user name and/or company name for a Client Access Licence is used where it is considered by the Licensor to be in breach of clause 7.1

LIMITED WARRANTY

- 8.1 The Licensor warrants that the software is free from significant programming errors and from material defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto.
- 8.2 The System is for use only for legal entities regulated under the Financial Services and Markets Act 2000 or replacement legislation.
- 8.3 The Licensee acknowledges that the use of the System requires the Licensee to use its own skill and judgement. The Licensee warrants that it has such skill and judgement and undertakes at all times to exercise its own judgement in the use of the System and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.
- 8.4 The Licensor warrants that the media on which the software is furnished will be free from defects, that the software at the time it is installed is free from viruses and/or logic bombs by carrying out a check of the software prior to delivery by use of an anti-virus program.
- 8.5 In no event shall the Licensor, its employees or data suppliers, be liable for any loss or damage sustained by the Licensee or any third party (except personal injury or death resulting from the Licensor's negligence) resulting from any defect or error in the System including (without limitation) loss of, incorrect or spoiled, data or information, loss of profits or contracts or other indirect or consequential loss, whether arising from negligence, breach of the terms of this Licence, or howsoever.

INTELLECTUAL PROPERTY RIGHTS

- 9.1 The copyright and all intellectual property rights of whatever nature in the System and the selection and arrangement of its content are and shall remain the property of the Licensor or its data suppliers as the case may be and nothing in this Licence shall be construed so as to transfer any intellectual property rights whatever to the Licensee. In addition, the Licensee shall have no rights in respect of any trade name or trade mark of the Licensor or of the goodwill associated with it.
- 9.2 The Licensor will indemnify and defend any cause of action against the Licensee in any claims on infringement of patent, copyright, trade secret or other intellectual property rights of a third party in relation to the System, at the Licensor's expense. The Licensor will pay any costs, damages and settlements awarded against the Licensee in such action.

TECHNICAL SUPPORT & UPDATES

- 10.1 The Licensee is entitled to receive free technical support from the Licensor and/or its data suppliers. Technical support will be provided between the hours of 9:00am and 5:30pm Monday to Friday (excluding English Public Holidays and Christmas / Near Year closure). Technical Support can be contacted through a variety of means, including telephone, fax, email and our website. The Licensor aims to respond to any request for technical support within 4 hours, and will attempt to rectify any problems found as quickly as practicable. Technical support is available on computer issues relating to the System, such as installation, as well as operational issues, such as understanding of the data and reports.
- 10.2 The Licensee is entitled to receive all updates to the system issued to the System by the Licensor. The Licensee is obliged to install such issued updates within 80 days of receipt.
- 10.3 The entitlement under clause 10.1 and 10.2 is revoked if the Licensee has failed to pay all sums owing with regard to the System or Systems issues under this Licence.

TERMINATION

- 11.1 Upon expiry of the minimum period referred to in 5.1, the Licence will continue thereafter, until terminated in writing by either party giving one months notice to the other party.
- 11.2 The Licence may be terminated by either party without further notice if the other party commits a material breach of any of its obligations under the contract and fails to remedy such breach within 14 days of being notified in writing by the other party.
- 11.3 Upon termination of the Licence, the Licensee shall, at the Licensee's expense, return all copies of the System, whether on hard disk or otherwise, to the Licensor or destroy same at the option of the Licensor.

LAW

- 12.1 This Licence shall be governed by English law.
- 12.2 The English Courts shall have jurisdiction to settle any disputes that may arise out of or in connection with this Licence.

HEADINGS

- 13.1 The headings of this Licence are for ease of reference only and do not affect its interpretation or construction.

ACKNOWLEDGEMENT

- 14.1 Both parties acknowledge that the terms and conditions of this Licence are understood and agree to be bound by them. The Licensee acknowledges that the rent for the System takes into account the terms on which such System is supplied.
- 14.2 The Licensee also agrees that this Licence supersedes all prior Licences, arrangements and undertakings and constitutes the entire agreement relating to the Licence of the System.
- 14.3 No addition to or modification of any provision of this Licence shall be binding unless made in writing by a director of the Licensor.
- 14.4 The parties to this Licence shall respect and shall keep in confidence and shall not disclose any information of the other party which is designated confidential or which by its nature is reasonably expected to be confidential material. This obligation shall not apply to information which:
 - i. is in the public domain or becomes into it other than by breach of this Licence; or
 - ii. is rightfully obtained from other parties without restrictions; or
 - iii. can be shown to have been already known to the receiving party or developed independently by it; or
 - iv. is disclosed to another party under an obligation created by a court or government action.
- 14.5 Any information received by one party in the performance of this Licence shall remain the property of the disclosing party. All copies of such information in written, graphic or other tangible form shall be returned upon request. The obligations of this clause shall survive the expiry or termination of this Licence.
- 14.6 If any provision in this Licence is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the other provisions of this Licence that shall remain in full force and effect.
- 14.7 The Licensee acknowledges that the Licensor is entitled to collate certain data from the System, to assist the Licensor in understanding the usage and performance of the system. Only data from the System, specifically excluding the Licensee's client's names, will be collated and no information about other software or systems installed on the Licensee's equipment will be collated. Whilst Licensee specific information will not be disclosed to any third party, the Licensor reserves the right to publish/share information highlighting general trends of usage and performance of the system.

DATA PROTECTION

- 15.1 Both parties agree to comply with the relevant requirements of the Data Protection Act 1998 and any other relevant legislation, regulations or codes of practice.

FORCE MAJEURE

- 16.1 Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, strikes or fuel crises.

INSOLVENCY

- 17.1 Without prejudice to any other right or remedy, either party may terminate this Licence if the other party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, has an order or resolution made for it to be wound up (otherwise than in the furtherance of a scheme for amalgamation or reconstruction), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

NON-SOLICITATION

- 18.1 During the term of this Licence and for a period of six months after termination, howsoever arising, both parties undertake that they will not directly or indirectly and whether on their own behalf or on behalf of any other person, firm or company, solicit or offer employment or engagement to, or employ or engage, any person who is at any time during the term of this Licence employed by the other party. In the event of any breach of this provision, the infringing party shall pay to the other party an amount equivalent to the employee's net annual salary in recognition of the disruption caused to the conduct of that party's business.

NOTICES

- 19.1 All notices which are required to be given hereunder shall be in writing and sent to the address of the recipient set out in this document or such other address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered by hand or by first class post pre-paid letter, or fax, and shall be deemed to have been served if by hand when delivered and if by first class post forty-eight hours after posting and if by fax when acknowledged by the receiving party.

THIRD PARTY CLAUSE

- 20.1 In this clause "Third Party" means any person other than a) the parties to this Licence or b) any company within the group of companies of The Licensor. Save as provided below a Third Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence. This clause shall not affect any right or cause of action, which exists apart from the said Act. It is hereby agreed that this contract is for the benefit of all companies within the Licensor Group.

PUBLICITY

- 21.1 The Licensee agrees that the Licensor may make a public announcement of the fact that the Licensee has taken on board the Transvas Profiler System. However, no press release will be published without the full permission and authority of the Licensee, such permission not being unreasonably withheld.
- 21.2 The use of the Licensee's logo is subject to a separate signed undertaking by the Licensor.
- 21.3 The Licensee agrees to act as a reference site for a maximum of 5 telephonic references per annum.

TRANSVAS PROFILER RENTAL LICENCE, AUGUST 2014 TERMS

