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TERMS OF USE AGREEMENT – HOSTED SOLUTIONS

G4S Technology Ltd. ("G4S"), located at Challenge House, International Drive, Tewkesbury, Gloucestershire, GL20 8UQ, UK provides certain Web Sites and related Web Site services (collectively, the "Web Sites") content made available through the Web Sites ("the Site Content") and software services made available via the Web Sites ("the Software"). Collectively the Web Sites, the Site Content and the Software are referred to as "the Service".

IMPORTANT -- READ CAREFULLY. THIS TERMS OF USE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING AGREEMENT. USE OF THE SERVICE IS CONDITIONED UPON COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS.

References in this Terms of Use to 'you' are a reference to customers of authorised G4S resellers who have contracted to subscribe to the Service.

This Terms of Use Agreement is incorporated in and forms part of your contract with the G4S authorised reseller from whom you have contracted to subscribe to the Service. When used as part of that contract, references to G4S shall be interpreted as a reference to the duly authorised reseller from whom you have contracted to subscribe to the Service except that in clause 2 references to G4S are to G4S Technology Ltd. who is the owner of all intellectual property rights in relation to the Service. G4S Technology is also an express beneficiary of the terms of this Agreement and can enforce the terms for its own benefit as it considers necessary.

G4S RESERVES THE RIGHT TO CHANGE, SUPPLEMENT OR MODIFY THE TERMS UNDER WHICH THE SERVICE IS OFFERED. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS, CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF ANY UPDATED TERMS OR CONDITIONS CONSTITUTES AGREEMENT TO SUCH REVISED TERMS.

1.0 Member Account, Password and Security

If any Service requires users to open an account, they must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. They will then choose a password and a user name. You agree to notify G4S immediately of any unauthorised use of their account or any other breach of security. G4S WILL NOT BE RESPONSIBLE FOR ANY LOSS THAT MAY BE INCURRED AS A RESULT OF SOMEONE ELSE USING THEIR PASSWORD OR ACCOUNT, EITHER WITH OR WITHOUT THEIR KNOWLEDGE.

2.0 Access to Service: Ownership

G4S hereby grants you a non-exclusive, non-transferable, non-sublicenseable, and limited right to access and use the Service for your internal business purposes. Any reproduction, redistribution, or unauthorised use of the Site Content and/or Software is prohibited.

Except for the limited rights expressed hereunder, all right, title and interest including, but not limited to, all worldwide intellectual property rights, in and to the Service are retained by G4S. You agree that you shall not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of G4S in and to such intellectual property rights.

G4S warrants that the Service will be provided substantially in accordance with the Service description published by G4S from time to time. G4S does not warrant that the Service will always perform uninterrupted or error free. Upon being notified of any interruption or error G4S will take reasonable steps to investigate and undertake appropriate remedial action.

3.0 Restrictions; Unlawful or Prohibited Uses

As a condition of your use of the Service, you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

You may not use the Service in any manner that could damage, overburden, or impair any Service (or the network(s) connected to any Service) or interfere with any other party's use and enjoyment of any Service. You may not attempt to gain unauthorised access to any Service, other account, computer systems, or networks connected to any Service, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials

or information through any means that G4S has not intentionally made available through the Service.

Without the advance express written permission of G4S, you may not send, or cause to be sent, any automated queries of any sort to the Service, or use the Service in any commercial manner outside of its intended use. "Automated queries" shall include, but not be limited to, using any software that sends queries to any Service for the purpose of bypassing the functionality of the Web Sites.

You will not reverse engineer, decompile, disassemble or otherwise create, attempt to create, or permit or assist any third party to create a source code version of the Software.

G4S makes no claims concerning whether the Web Sites may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Web Sites from outside the United States, you are solely responsible for ensuring compliance with the laws of your jurisdiction. By accessing the Service, you represent that you are not in a country where such access is prohibited or are a person or entity for which such access is prohibited. You are solely responsible for compliance with the laws of your jurisdiction regarding the import, export, or re-export of the Service.

You represent and warrant that you have all required permissions and licenses to use, store, transmit, and cause G4S to do the same with any data that you enter into the Web Sites or the Service. In utilising and providing the Service both parties acknowledge their obligation to comply with all applicable data protection laws including the General Data Protection Regulation of the European Union where relevant.

4.0 Communication Services

The Service may contain email services, bulletin board services, photo albums, file cabinets, and/or other message or communication facilities designed to enable you to communicate with others (collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example and not as limitation you agree that when using the Communication Services, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, libellous, obscene, indecent, or unlawful topic, name, material, or information;
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes;
- Upload, or otherwise make available any content that infringes any third party's intellectual property or other rights, including, by way of example, and not as limitation, copyright, trademark rights of privacy or publicity;
- Use any material information, including images or photographs, which are made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or the property of another;
- Use meta tag searches on any Web Site;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Harvest or otherwise collect information about others, including email addresses; and/or
- Create a false identify for the purpose of misleading others.

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G4S has no obligation to monitor the Communication Services. However, G4S reserves the right to review materials posted to a Communication Service and to edit, refuse to post or remove any such materials, in whole or in part, in its sole discretion.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you download materials.

G4S does not control or endorse the content, messages, or information found in any Communication Service and, therefore, G4S specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

5.0 System Requirement

The Service may not work on all internet browsers and/or system configurations. G4S reserves the right to change, in its sole discretion, the required system configurations or internet browser, and you may be required to download certain content or software to ensure operation of the Service on your system. It is your responsibility to ensure that your system contains the appropriate internet browser and is configured as required to operate the Service. You agree that G4S has no responsibility or liability if your system is not configured correctly or contains an internet browser that is not capable of operating the Service.

6.0 Links To Third Party Sites

The Service may contain images of and links to third party Web Sites ("Linked Sites"). The Linked Sites are not under the control of G4S, and G4S is not responsible for the contents of any Linked Site. G4S is providing these links to you only as a convenience, and the inclusion of any links does not imply endorsement by G4S of the Linked Site or its content or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. If you decide to access Linked Sites, you do so at your own risk.

7.0 Disclaimer of Warranties

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICE ARE PROVIDED SUBJECT ONLY TO THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT. ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS WHETHER EXPRESS OR IMPLIED ARE HEREBY EXCLUDED AND DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

G4S UNDERTAKES TO PUT IN PLACE APPROPRIATE SECURITY MEASURES DESIGNED TO SAFEGUARD THE INTEGRITY OF THE SERVICE. SUBJECT TO THIS G4S SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH ANY SERVICE. G4S IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN ANY SERVICE BY ANY THIRD PARTY.

8.0 Limitation of Liability

IN NO EVENT SHALL G4S AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF G4S OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G4S' CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY UNDER ANY THEORY OF LAW FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE, PERFORMANCE, RECEIPT OR DISPOSITION OF SUCH SERVICE SHALL NOT EXCEED, IN THE AGGREGATE, ALL AMOUNTS PAID BY YOU FOR SUCH SERVICE WITHIN THE PRECEDING SIX (6) MONTHS. IN ANY ACTION FOR DAMAGES, G4S' LIABILITY SHALL BE LIMITED TO SUCH DAMAGES.

9.0 Indemnity

You agree to defend, indemnify, and hold harmless G4S from and against any claims, actions, or demands, including, without limitation, losses, liabilities, damages, and reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, your access to, use or misuse of the Service, or entering or extracting data of any type, including Personal Information. G4S shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. In circumstances where you fail to actively defend or resolve the matter giving rise to the claim G4S reserves the right by giving notice in writing to you to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting G4S's defense of such matter.

10.0 Service features

You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Service may change at any time. G4S will provide reasonable notice of any such changes to all Service users.

11.0 Termination/Access Restriction

G4S reserves the right to terminate or suspend your access to or use of any part or all of the Service at any time, without notice, if it considers that your use of the Service breaches this Agreement and such immediate termination or suspension is necessary. Where G4S exercises this right it will provide confirmation in writing of the reasons for the suspension / termination if advance notice has not previously been given. G4S will endeavour to give you advance notice in writing if it is considering exercising this right.

G4S may also terminate or suspend your access to the Service for inactivity. Upon termination G4S does not undertake to retain the data stored in the Service. G4S reserves the right to permanently delete data following termination unless a request is made by you for continued retention of that data and G4S has explicitly agreed to that request. Paragraphs concerning indemnification, disclaimers, limitations of liability, termination, and general provisions survive termination of your use of or access to the Service.

12.0 No Spam; Damages

G4S may immediately terminate any account which it determines, in its sole discretion, is transmitting, or is otherwise connected with any 'spam' or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, then you agree to pay G4S liquidated damages for five dollars(US\$5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise, you agree to pay G4S's actual damages, to the extent such actual damages can be determined.

13.0 Cookies

When visiting Web Sites, G4S may send one or more cookies to your computer. Cookies are small bits of text downloaded to your computer or mobile device when you visit a Web Site. Your browser sends these cookies back to the Web Site so it can recognise you and tailor what you see in the screen. G4S uses two types of cookies, one which is needed to provide services such as ensuring you remain logged in and the other to improve your browsing experience such as remembering preferences.

If you decide not to receive cookies from Web Sites, the service and experience of the Web Sites cannot be guaranteed to be as quick or responses or some of the features or services will work as

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Most internet browsers accept cookies automatically, however, you can usually alter the settings of your browser to erase cookies or prevent automatic acceptance. Generally you have the options to accept all cookies, to be notified when a cookie is issued or reject all cookies.

14.0 General

All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the state of Nebraska, United States of America, without regard to its conflict of laws.

Nothing contained in this Agreement limits G4S's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by G4S with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the warranty disclaimers and liability limitations set forth above, the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and G4S with respect to the Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and G4S with respect to the Service.

The United States of America controls the export of products and information. You acknowledge that the Service and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States of America. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to United States of America export restrictions.

You shall not assign, transfer, or sublicense this Agreement in whole or in part without G4S's prior written consent and any attempted assignment, transfer or sublicense in violation hereof shall be null and void. G4S may assign or transfer this Agreement in whole or in part as part of any solvent corporate re-organisation or as part of any sale by G4S of any business or assets. G4S may: (1) generate print copies of its electronic records and introduce them in evidence as original documents; and (2) prove your agreements or consent in any manner, including without limitation, by showing that a procedure existed by which you must have provided consent or engaged in conduct to obtain the applicable products.

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