By using "Profitmaker Retail" with your company Logo and or associated symbols, we accept the terms and conditions as the Licensee for this Agreement

BETWEEN

MBN INTERNATIONAL SYSTEMS LTD.

{Hereinafter referred to as the Licensor}
AND

The User

{Hereinafter referred to as the Licensee}

for the operation Of

"Profitmaker Retail"
Internet based software
The **T**otal **R**esource **I**ntelligent **M**anagement Concept
For the window and door industry

Contents:
Schedule A: The Software
Schedule B : The Licensee agreement
Schedule C : Computation of Licensee fees and usage cost

Schedule A

The Software shall be the following Software module generally described as
"*Profitmaker Retail"*
as defined in the following systems definition schedule and price breakdown schedule,
Any reference to correspondence prior to the date of this agreement can only be interpreted as an indication of the "Profitmaker Retail" product's capability and any specific requirements other than those listed in this system definition.
Operating in the following Operating Environment:
Any Web Browsers.
The Operating Environments may be changed from time to time by 90 days advance notice from the Licensor to the Licensee.

Schedule B

1.Definitions

In the Agreement the following definitions shall apply:
"Acceptance" shall mean confirmation that the Software has been adequately tested by the Licensee.
"Software" shall mean the object code programs as modified and varied from time to time, in machine readable form, being licensed by the Licensor to the Licensee.
"Documentation" shall mean all materials other than the software, made available by the Licensor to assist the Licensee in using the software. All of these documents are copyright.
"Productive Use" shall mean any Use of the Software or documentation to process in parallel or live mode the product styles set up on the system using the technical information supplied.
"Use" shall mean the copying or transmission of the Software into the computer or the processing on the computer of the machine instructions provided in the Software or the use of the Documentation supplied with the Software.

"User" Any user set up on the software must use their real name and not an alias, nom de plume, pen name, or generic names of any description, nor share their user rights with other staff members. Any users set up in breach of this condition will be charged accordingly and the licensor will be invoiced retrospectively.

2.On-Site Facilities

The Licensee shall provide such assistance as may reasonably be required by the Licensor to enable it to carry out its obligations under this Agreement. This assistance shall include (but not be limited to) the provision of access to equipment and data and the provision of adequate facilities at site(s) which the Licensor's personnel may attend to deliver Software or to provide services.

Any access by either party, their employees, auditors or agents to any premises, equipment or data of the other shall be subject to the other's published security and safety regulations.

3. Right to License

The Licensor warrants that it has the right to license the Software and that the Software does not infringe upon the copyright, patent or proprietary confidential information of any third party.

The Licensor will indemnify the Licensee against direct expenditures incurred in defence of a claim that the Software constitutes an infringement of a copyright or patent, provided that the Licensor in its reasonable judgement shall receive adequate co-operation and assistance from the Licensee in such claim.

4. Fees

The Licensee agrees to pay the Set-up Fee and Quarterly/Monthly Fee to the Licensor as set out in Schedule C 2.

The Licensor may review the level of the Quarterly/Monthly recurring fee and or the Usage Fee annually, notifying the Licensee in advance of fee increases and may also vary the Quarterly/Monthly payment date at any time on three calendar months' notice.

The Licensor may issue invoices or payment requests in advance of any due date.

Fees stated in this Agreement are stated and payable net. Without prejudice to this generality, all withholding and other taxes, levies, customs duties, costs and charges (including any bank charges) shall be for the account of the Licensee so that, to the extent permissible, fees stated as payable to the Licensor will be received in full by the Licensor on the due date.

Save insofar as otherwise expressly provided all amounts stated in this Agreement are expressed exclusive of Valued Added Tax and any Value Added Tax arising in respect of any supply made hereunder shall, on the issue of a valid tax invoice in respect of the same, be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable thereof.

5. Delivery

Delivery of the Software is effected when a user name and password and related Documentation are delivered to the Licensee. The Licensor shall not be liable for any damages or penalty for any delay.

Without prejudice to its other rights and remedies, the Licensor may postpone or cancel any access or further access until all money then due from the Licensee has been paid.

Further copies of the Software or Documentation may be obtained separately from the Licensor (subject to availability from the Owner) on payment of the relevant fees.

6. Acceptance of Software

(a) The Licensee shall commence Acceptance testing of the Software immediately following delivery thereof.

(b) Acceptance testing shall determine whether the Software delivered operates correctly by reference to the following test procedure:

      1, Enter style on the system as a estimate and convert to a contract.

      2, Price the contract.

      3, Print invoice or other document from "Profitmaker Retail"

This will conclude the test.

Acceptance test one will include procedure 1 to 3.

Productive Use of any new release or of any modified software shall constitute an Acceptance of that release or of that modified software as the case may be.

7. Licence

This Agreement licenses the Licencee to use the Software on a non-exclusive, non-transferable basis. This licence comes into effect on the date of acceptance of this signed Agreement by the Licensor (subject to receipt of licence fees then due) and assures the Customer of the uninterrupted right to use the Software, provided it abides by the terms of this Agreement, from that date until terminated as herein provided.

(a). The Software, Documentation and associated information shall be used solely for the internal requirements of the Licensee; other disclosure, use, sharing or reproduction or access to any third party shall not be allowed except as expressly provided in this Agreement. Use shall be under conditions of confidentiality and confined to employees of the Licensee.

(b) Use of the Software shall be confined to any Location and any Customers as authorised by the Licensor.

(c) The Licensee's auditors shall be permitted access to the Software and Documentation under conditions of confidentiality to facilitate their use by the Licensee.

(d) Warranties and representations of merchantability or suitability of the Software for any particular purpose or for use under any specific conditions are hereby expressly excluded notwithstanding any statements made and notwithstanding that such purpose or conditions may be or may have been known to the Licensor.

8. Support

The system will be maintained and updated as required by the licensor and supported at the nominated site. Updates and amendments will be communicated to all users as and when required.

9. Modifications

Any modification to the Software shall be a matter for separate agreement between the parties, and where agreed shall be subject to the terms and conditions of this Agreement and the Licenser's then standard terms and conditions for modifications except during the initial three months when minor adjustments may be made by agreement. MBN may at its discretion provide these adjustments free of charge.

10. Safe Preservation

The Software and the Documentation shall not be sold, transmitted, or otherwise made available by the Licensee or the Customer to any third party.

11. Copyright

(a) The Licensee acknowledges that (either in its own right or under licence) the Owner owns and will continue to own all property rights in the Software and Documentation (including but not limited to any new releases and any modifications made by or for the Licensee by any party), and further acknowledges that the copyright and other industrial, intellectual property and marketing rights in such Software and Documentation are, shall be and shall remain the property of the Owner as aforesaid.

(b) The Licensee agrees to reproduce the copyright notices and other proprietary notices of the Licensor and the Owners on all copies of the Software and software produced documentation made under this Agreement.

(c) The Licensee shall not copy or distribute Documentation, other than for its own use, supplied in printed or electronic form by the Licensor.

12. Confidentiality

(a) The Licensee acknowledges that the Software, Documentation and associated information provided by the Licensor (whether of a commercial or technical nature) constitute valuable and confidential property of the Licensor and of the Owner. The Licensee shall advise all employees and other persons having access to the Software or Documentation accordingly.

(b) The Licensee undertakes not to disclose, use, reproduce, permit access to or otherwise make available any such Software or Documentation directly or indirectly to any third party (except and only to the extent that disclosure or access, is expressly permitted in this Agreement) without the express permission in writing of the Licensor .

(c) All employees of the Licensee and all others having access to the Software Documentation or associated information shall be bound by written undertakings to the Licensee not to disclose or use that confidential property of the Licensor or the Owner other than for the purposes of this Agreement, provided that where the conditions of employment of such staff ensure that confidential information disclosed to the Licensee will not be disclosed or misused then such written undertakings shall not be required from such staff.

(d) Each party undertakes to treat as confidential all non-public information learned in the course of this Agreement relating to the business, products and services of the other (and, in the case of the Licensee, any such information of the Owner disclosed hereunder), and to protect that information by using the same care and precautions as are or ought to be used in keeping confidential its own confidential proprietary information. Such non-public information as is received from the other party shall not be used or disclosed, directly or indirectly, other than for the purposes of this Agreement.

The foregoing obligations shall not apply to information which the receiving party can show to be in the public domain or to be information properly and demonstrably derived, developed or supplied independently of this Agreement or the association of the parties with one another. Each party may also make such disclosure(s) to the extent required by Law to the authorities by whom such disclosure may be required.

(e) Save to the extent permitted by mandatory operation of Law, the Licensee shall not attempt to create, re-create or acquire any source program of the Software nor shall it attempt or permit the reverse compilation or assembly of any part of the Software.

No employment shall be offered by either party to any employee of the other during the term of this Agreement or within twelve months of its termination except with the consent of the other in writing (which consent shall not be unreasonably withheld).

13. Unauthorised Use

Where any use of any part of the Software, Technical Databases or Documentation is made by any unauthorised party or parties or any unauthorised location(s), and that use is attributable to breach of this contract or negligent act, then without prejudice to the Licensor's other rights and remedies, the Licensee shall be liable to pay to the Licensor an amount equal to the fees which the unauthorised user would have been obliged to pay to the Licensor under its then current Software Licence terms had such user been properly licensed from the beginning of the unauthorised use.

The Licensee shall notify the Licensor promptly on becoming aware of any unauthorised possession or use of any part of the Software or Documentation by any third party.

14. Limitation of Liability

(a) Any conditions, or representations, whether express or implied, whether statutory or otherwise, and made before the date of this Agreement, are hereby expressly excluded. Neither the Owner nor the Licensor shall be liable to the Licensee, for consequential loss, indirect loss, or damage including loss of profit and disruption of the licensee's business of whatever nature and howsoever sustained, irrespective of whether the same arises from defects in software, in installation or advice or otherwise howsoever.

(b) It is specifically agreed that the cumulative maximum liability of the Licensor under or in connection with this Agreement shall be limited to:

i) for all claims made prior to Acceptance of the Software, the total of all monies paid under this Agreement to the Licensor for unaccepted items of the Software; and

ii) for all claims including data loss made thereafter, one month's Monthly Fee for the Software.

MBN International Systems Ltd – Software agreement Profitmaker Retail 2018

(c) The owner shall have no liability to the Licensee whatsoever.

(d) Any claim made by one party against the other shall not be valid unless made in writing within one month of the date on which the subject matter thereof became known to the party making the claim.

15. Force Majeure

The Licensor shall not be liable for any failure, deficiency or delay in the performance of its obligations under this Agreement due to any force majeure, which shall include but not be limited to, any storm, flood, fire, aircraft damage, explosion, electrical or communication line failure, strike, disturbance, war or military action, Government act or administrative delay, equipment failure or non-delivery, inability to obtain materials or any other cause or matter whatsoever not within the reasonable control of MBN. The Licensor shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement, or at its option to cancel this Agreement without penalty or refund.

16. Termination

(a) The Licensee may terminate this Agreement by giving three months' notice in writing to the Licensor at any time provided that the Licensee shall have paid to the Licensor the full Set-up Fee (and all other fees and other monies then due) prior to giving such notice.

(b) The Licensor may terminate this Agreement forthwith by notice in writing :-

i) if the Licensee is in breach of any term of this Agreement and shall not, within 30 days of being notified of such breach, remedy the same (if capable of remedy) or (in the event that such breach shall be incapable of remedy) offer adequate compensation thereof; breach of any provision relating to payment shall entitle the Licensor to terminate within 14 days of such notification; or

ii) if an administrator, receiver or liquidator is appointed in connection with the Licensee or any part of its business

17. Consequences of Termination

(a) Upon expiry of notice of termination of this Agreement the Licensee shall cease to use the Software.

(b) Termination shall be without prejudice to existing obligations of the Licensee, in particular (without prejudice), payment of the Set-up Fee and other monies then due, nor shall it prejudice those obligations and limitations which of their nature and meaning (including, without prejudice, Copyright, Confidentiality, unauthorised use and Liability) survive.

18. Governing Law and Jurisdiction

This Agreement shall be governed in every respect by laws of the Ireland. Without prejudice to injunctive relief (and necessarily incidental relief), both parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of its Courts.

19. Acknowledgements

(a) The Licensee hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions

(b) This Agreement shall be the complete and exclusive statement between the parties governing the subject matter of this Agreement superseding and replacing all related proposals, statements and arrangements, prior or contemporaneous, and any other written or other communication between the parties. In the event of conflict, inconsistency or ambiguity, the text of the terms and conditions of this Agreement shall prevail over the text of any Schedule to this Agreement.

20. Headings

The headings in this Agreement are inserted for convenience only and shall not affect interpretation.

21. Acceptable use

The Licensee acknowledges that the only data stored on the system is the Customer's name and address and details. A copy of any Orders / Contracts or Order entry check sheets produced on the software must be retained in a hard copy format. The licensee must produce a hard copy of any estimate not converted to an order if such data retention is required by the licensee on a daily basis.

The data stored will be available to the licensee at all times (subject to clause 15) while this agreement is in force. On the termination of this agreement, the licensee during the notice period shall take whatever steps required to store this data in a hardcopy format, if not all ready done so as per clause 21 of this Licence Agreement

22. Variation

No variation of this Agreement shall be binding on either party unless incorporated into an appendix to this Agreement and signed by an authorised signatory of each party.

23. Enforcement

Each clause in this Agreement shall be deemed to be separate and severable and enforceable accordingly. In the event of any provision in this Agreement being held by a court of competent jurisdiction to be invalid or unenforceable the said provision shall be given effect to in such reduced form as may be agreed between the parties. Where such agreement is not made and recorded in writing by the parties hereto within a period of thirty days either party may then terminate this Agreement immediately by notice in writing.

24. Notices

Any notices or other communications under this Agreement shall be in writing and deemed received on the date of personal delivery, or within three days of sending by first class post, to the address of the other set out on the face of this Agreement or such other address as may hereafter be advised in writing by that other.

25. Transferability

Except as expressly provided in this Clause, the Licensee shall not assign, sub-license or in any way transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the

Licensor. The Licensor may by agreement with the Owner transfer this Agreement in whole or in part to any affiliate, or to any successor to its business or relevant part of that business, or to the Owner.

Schedule C
Computation of Licence Fees and usage costs as agreed
1.General

Profitmaker Retail is licensed as Internet based software limited to the licensee's paid for users to operate as detailed below.

2. Monthly Recurring Licence Fees:

For Software as described at the beginning of the Schedule running in the Operating Environment(s) described in that Schedule, the monthly recurring fees payable by the licensee to the licensor shall be as follows

Monthly Usage Fee	System User
£XXX ex vat	Administrator or one salesperson
£ XX ex vat	Second Additional sales person or other user
£ XX ex vat	Third Additional sales person or other user
£ XX ex vat	Fourth Additional sales person or other user
£ XX ex vat	Fifth and subsequent Additional sales person/s or other users

4.Training / Support

4.1	Implementation Consultant at Licensee's (per Hour) (Training at Licensor's site Less 50%)	£ XXX / hour
4.2	Consultancy (per hour)	£ XXX / hour
4.3	Online support site	TBA
4.4	Telephone based support	£ X.00 per phone call

5.Payments

Quarterly/Monthly fees	To be paid quarterly/ monthly, or as otherwise agreed in advance with three months notice payable upon cancellation in writing.
Other fees including set up.	To be paid in advance in accordance with an agreed quotation.

6.Termination and Acceptable use
Please refer to clause 16 and 21 for full terms and conditions.
7. Acceptance date shall be the commencement date