

Barcellos Holdings Limited

Licensed PSA Schedules in PDF Format

End-User Copyright License

## ANNEX A

The following statements shall accompany the software package:

1. The End-User acknowledges that the Schedule is TPS Consult Limited copyright;
2. The End-User undertakes not to assign sub-licence or otherwise transfer or dispose of to any other person, firm or company the rights granted by this Licence;
3. This Licence allows the End-User to view and process the data from the Schedule on an in-house basis only. The End-User shall not download, print off, reformat or make the data available in hard copy or machine readable form to any third party without the prior written consent of TPS Consult Limited;
4. The End-User acknowledges that no warranty is given by the Licensor or TPS Consult Limited as to the accuracy and comprehensiveness of the Schedule and the Licensor or TPS Consult Limited accept no responsibility or liability whatsoever for the Schedule or any use which may be made of the same by the End-User;
5. The End-User shall further indemnify the Licensor and TPS Consult Limited against any actions, proceedings, expenses, claims, demands, damages and costs arising from the End-User's use of the Schedule;
6. The Licensor reserves the right to revoke this Licence should the End-User fail to abide by any of the terms herein and not rectify such failure within 30 days of receipt of a written notice specifying the failure and requiring its rectification;
7. In the event that the Licence between the Licensor and TPS Consult Limited is terminated, this Licence, insofar as it relates to TPS Consult's copyright of the Schedule, shall be deemed to have been granted by TPS Consult Limited to the End-User and the End-User shall remit all fee payments due to the Licensor to TPS Consult Limited.
8. Each provision of this Licence shall be construed separately and (except as expressly provided for) none of the provisions hereof shall limit or govern any other of them. In the event that any provision shall be judged illegal or unenforceable the remaining provisions shall remain in full force and effect;
9. The termination of this Licence shall be without prejudice to any rights or obligations accrued to, or in respect of, either party prior to the date of termination;
10. The terms of this Licence shall be governed by and construed in accordance with the Laws of England and parties hereto submit to the exclusive jurisdiction of the English Courts;
11. The parties to this Licence do not intend that any of its provisions shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

This Licence will take effect upon receipt of the Licence fee.