WEBSITE SOFTWARE EVALUATION AGREEMENT

This agreement sets out the terms and conditions of your access to the platform.

1.   Definitions

The definitions in this clause apply in this Agreement.

Company: MIURA SYSTEMS LIMITED incorporated and registered in England and Wales with company number 06714257 whose registered office is at Unit 3, Cliveden Office Village Lancaster Road, Cressex Business Park, High Wycombe, Bucks, England, HP12 3YZ

Information: information owned by the Company and obtained by the Recipient relating to the Software.

Objective: evaluation of the Software by the Recipient for use in the Recipient's business.

Platform: the Company's online platform where the Software can be accessed by the Recipient at https://api.miurapartners.com/

Recipient: means the person(s) accessing the platform and accepting these terms and conditions

Software: the Company's software programs which include all compiled libraries, source code, test utilities and documentation held on the Platform and related to the Miura Payments Interface (MPI), the Miura Mobile Development Environment (MDE) and Miura Java Application Development Environment (JADE).

Trial Period: 3 Months from the date of this agreement.

2.   Licence

2.1   In consideration of the obligations agreed to by the Recipient as set out in this Agreement, the Company hereby grants the Recipient a personal, non-transferable, non-exclusive licence to use the Software in a standalone development environment during the Trial Period solely for the purposes of the Objective. The Recipient acknowledges and agrees that the Software will, or may, automatically "time out" (that is to say, cease to operate) at the end of the Trial Period if the Recipient has not at that time entered into a commercial agreement in relation to the Software.

2.2   Following signature of this Agreement the Recipient will be provided with a user name and password to enable the Recipient to access the Software on the Platform for the purposes of the Objective.

2.3   The Recipient may make such copies of the Software as are necessary to evaluate the Software or for back-up purposes, but not for any other purpose and the Recipient may not load all or any part of the Software on any computer other than those in their chosen standalone development environment without prior written agreement from the Company.

2.4   The Company shall take reasonable steps compatible with standard industry practice to ensure that the Software is virus free on the Platform but the Company shall be responsible for checking for and mitigating against any virus that may be detected in the Software as loaded on to their standalone environment.

2.5   During the Trial Period this licence may be terminated immediately by the Company giving written notice if the Recipient is in breach of any of its obligations under this Agreement. The licence may be terminated by the Recipient during the Trial Period upon seven days' written notice or upon acceptance by the Recipient of commercial agreement relating to the Software. Upon termination not followed by a full licence the Company shall disable the Recipient's access to the Platform.

2.6   Save for death and personal injury caused by the Company's negligence, the Company shall have no liability of any kind in any circumstances whatever to the Recipient in respect of the Software or Information. In particular, the Company shall have no liability in any circumstances whatever for any data loss or corruption and the Recipient agrees that it has sole responsibility for protecting its data during evaluation of the Software.

2.7   No representations, conditions, warranties or other terms of any kind are given in respect of the Software or the Information, and all statutory warranties and conditions are excluded to the fullest extent possible.

3.   Non-disclosure agreement

3.1   In consideration of the disclosure by the Company to the Recipient of the Software and the Information for the purpose of the Objective, the Recipient undertakes that it will respect and preserve the confidentiality of the Information for a period of Five years after the date of such disclosure (subject to clause 3.3 below). The Recipient shall not without the prior written consent of the Company:

(a) communicate or otherwise make available the Information to any third party; or

(b) use the Information itself for any commercial, industrial or other purpose other than the Objective; or

(c) copy, adapt, or otherwise reproduce the Information save as strictly necessary for the purposes of the Objective.

3.2 The Recipient may disclose the Software and Information or any part thereof, with the prior consent of the Company, to any employee of the Recipient's business who needs access to the Software and the Information in connection with the Objective. In such an event the Recipient agrees to ensure, before such disclosure, that the employee in question is made aware of the confidential nature of the Software and Information and understands that he or she is bound by conditions of secrecy no less strict than those set out here. The Recipient agrees to monitor the use of the Software and Information by these employees and to enforce their obligations of confidence at the request of the Company.

3.3 The obligations contained in this clause 3 shall not apply, or shall cease to apply, to such part of the Information as the Recipient can show to the reasonable satisfaction of the Company:

(a) has become public knowledge other than through the fault of the Recipient or an employee or director of the Recipient to whom it has been disclosed in accordance with clause 3.2 above; or

(b) was already known to the Recipient prior to disclosure to it by the Company; or

(c) has been received from a third party who neither acquired it in confidence from the Company, nor owed the Company a duty of confidence in respect of it.

3.4 If the Recipient decides not to accept enter into a commercial agreement with the Company in relation to the Software, or otherwise at any time at the request of the Company, the Recipient shall return to the Company (or, at the Company's option, destroy) all copies of all or any part of the Information which have been provided to the Recipient pursuant to this Agreement, together with all analyses, studies and other materials produced by the Recipient which contain, or could reveal, all or any part of the Information, and any summaries (in whatever form) prepared by the Recipient of oral Information disclosed by the Company.

4. Property Rights

4.1 The Company owns the Software, Information and all related documentation. The Recipient acknowledges that any disclosure pursuant to this Agreement shall not confer on the Recipient any intellectual property or other rights in relation to the Software or the Information other than its right to use under clause 2.1.

4.2 Ownership of all complete or partial copies of the Software and related documentation shall at all times remain with the Company.

4.3 If a third party notifies the Recipient of any claim that the use of the Software infringes any right of a third party, the Recipient agrees to immediately notify the Company. If any such claim is made to the Recipient or the Company, the Recipient shall, at the Company's request, immediately cease use of the Software. If the Company is unable to allow the Recipient to continue evaluation of the Software, the provisions of clause 2.4 shall apply.

5. General

5.1 The person accepting the terms and conditions of this Agreement on behalf of the Recipient confirms that he or she is authorised to enter into this Agreement on the Recipient's behalf, and to bind the Recipient to its terms and conditions.

5.2 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of both parties.

5.3 "Writing" or "written" includes email but not fax or any other form of electronic communication except where expressly provided to the contrary.

5.4 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. However, the Company may enforce the Recipient's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the Recipient.

5.5 This Agreement shall come into full force and effect on the date that the recipient ticks the box on the Company's platform to accept these terms and conditions.