

Proposal for the Supply, Implementation and Support of the “In-DEX” Warehouse Management System to ANother.

Presented by

Phill Moulton – May 2013.





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1. Contact Information

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2. Why Partner with Principal Systems

- 20 Years expertise in Warehousing and Supply Chain.
- Active owner management team, with significant experience.
- 120+ Warehouses.
- Sites throughout Ireland, Northern Ireland, UK, Belgium, The Netherlands.
- Over 1000+ In-DEX users supported daily.
- Worldwide Patented Traceability Numbering Mechanism.
- Software Authors, Owners and Developers of World Class Application.
- Manage the Storage and Distribution requirements, and full system integrations, with leading blue chip clients including: - Coke Cola, Dyson, Unilever, BASF, BOC Gases, Wyeth, Abbot Laboratories etc.
- Experienced in house development team, all software is developed in house.
- Experienced Technical Integrations Development team experience with SAPR3, MOVEX, Microsoft Dynamics, and most other leading ERP applications. Lead Implementation staff hired with warehousing/stock controller back ground.
- Significant experience in Third party Logistics, Frozen and Chill environments, Chemical and Pharmaceutical Industries, Serial Item Number tracking of variable weighted items.
- Our In-DEX software controls all aspects of warehousing functions, Blast Freezing, Sampling Testing, Raw materials management, Bill of materials etc.
- Our In-DEX Software is configured to our client's exacting requirements, and indeed in a 3PL environment our clients customers.
- Large Scale Solutions – Multi-site, 100 user + Voice and RF enabled operations
- Small Scale Solution available for single site, 2 user paper based operations,
- In-DEX is a full scalable product, future proofing investments.
- A single source of supply:- consultancy, solution architecture & design, implementation, project management and on-going support
- Our biggest source of new business is from existing customer referrals
- Continued Investment in Product and Staff.
- On-going product updates are released as part of our standard annual maintenance and support contract
- High growth company
- Flat management structure



3. Executive Summary

Principal Systems Ltd (PSL) would like to thank HELLO for the opportunity to present this proposal to implement a Warehouse Management Solution.

This proposal has been provided in response to the request from HELLO for a Warehouse Management solution and includes:

1. In-DEX Warehouse Management Solution HELLO
2. Installation Services
3. On-Going Hardware & Software Support

With PSL's leading position in Warehouse Management Solutions, Supply Chain solutions and our existing strategic partnerships with Radio, Voice and other partners, HELLO will benefit from PSL's wide experience and strength, both in terms of its market leading software and its staffs vast experience in providing a consultative lead approach to deployments, and be confident in the knowledge that PSL can help drive value and innovation for many years to come.

Specifically, PSL have a number of core strengths and differentiators built upon our 20 year experience, which will provide HELLO with the confidence in knowing PSL can deliver, based upon:

- Being a total solution provider, underpinned by class leading service & support
- Providing market leading Solutions that include Voice, Barcode scanning, WLAN infrastructure design and implementation
- Utilising our own in-house teams and skills, combined with strong partner relationships.
- Driving Return on Investment integration with other projects and initiatives
- Specific Radio Frequency (RF) warehouse, manufacturing and logistics expertise
- Very strong financial credentials and stability
- People and culture

As one area of HELLO D business begins to reap the rewards from this investment, it will act as a catalyst towards driving continual improvement throughout the business. The goal for PSL is in helping identify and unlock these areas for HELLO and proactively driving forward with new ideas and solutions from its product and knowledge base.

PSL fully recognise that it is about providing solutions that not only make life easier for the management team and workers at HELLO, but inspire trust and belief in finding even better ways to improve the business in the future.

We trust the enclosed information offers a comprehensive proposed solution.

In terms of next steps, PSL would welcome the opportunity to discuss the enclosed proposal in detail. We look forward to discussing the project further with you and the team.



4. Principal Systems Background

4.1 PSL's areas of expertise and Deployment Credentials

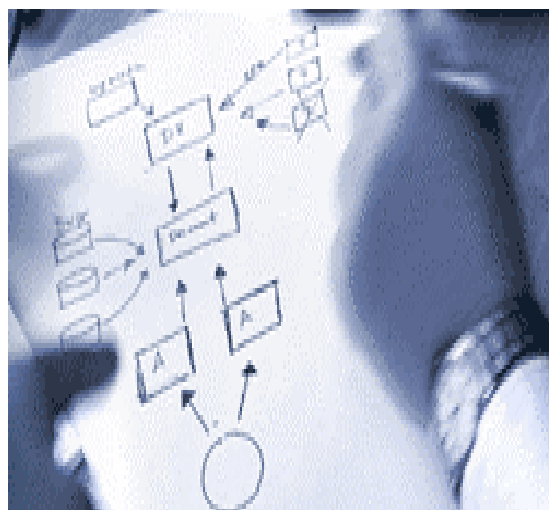
PSL is an owner managed company for more than 20 years. In those 20 years we have built, and continue to grow, by offering world class warehouse management software and supply chain solutions which we develop and own ourselves, by hiring and maintaining expert staff and implementing customer focused solutions.



PSL from our Headquarters in Dublin we support over 120 plus warehousing sites across Ireland, Northern Ireland, UK, The Netherlands and Belgium. Each day our application is used to manage a diverse range of products from food, pharmaceuticals, white goods, chemicals, soft and hard commodities, and our application is used and relied upon to managed the storage and distribution of household brands such as Coke Cola, Unilever, BASF Chemicals, BOC Gases, Dyson to name but a few. PSL core focus and vision has been to drive business value through development and implementation of class leading solutions.

Our areas of expertise include, third party logistics providers, fast moving chill and frozen product, serial item tracking of meat, traceability demands of the Chemical and Pharmaceutical industries, high value white goods, Multi ownership complexities of both soft and hard commodities.

Many of our clients are small single site two user operations, many others are large multi-site full voice or RF enabled solutions with multiple real time bidirectional integrations to leading ERP systems e.g. SAPR3 or MOVEX. Our full range of business services, from initial consultancy and Project analysis, through Solution architecture, Implementation and Hardware and Software underpinned by its support services will meet your requirements and give you the required flexibility to meet your changing demands.





4.2 Why Principal Systems Ltd and Why Our Solution?

PSL has a wealth of experience in designing and deploying the most complex warehousing and supply chain solutions with our highly configurable and functionally rich products. Developing and owning our products gives us the complete flexibility and control that is required when dealing with the variations and complexities that are presented on each new implementation or new customer's request. This should give HELLO complete confidence that our solution will change and adapt to their requirements long into the future.

Implementing a Warehouse management solution is not done in isolation it is the aim to complement existing or new software and hardware the project will in all likelihood have multiple "touch points" be this PC's, Servers, Laser Printers, Label Printers, wireless infrastructure, radio frequency units, voice units, operating software such as Windows 2008, Email applications such as MS Outlook for email dockets, Adobe (.PDF) software, Antivirus, back-up software etc. The success of any such project is dependent all of our team having the technical knowhow and capabilities to manage all aspects on behalf of HELLO.

PSL has deployed over 120 plus successful warehouse deployments and manage and support in excess of a 1000 daily users. Our smallest sites would be 2 concurrent users and the biggest site we have has 75 concurrent users.

A single source of supply: Our proposal is based on PSL providing the software, professional services and on-going support and maintenance. PSL will be the single point of contact for «Company_Name» and as such, will take full responsibility and accountability for the delivery and performance of the entire solution we provide. PSL will partner with existing hardware suppliers to provide the local support required for quick resolution of problems.

Scalability: In-DEX is an exceptionally scalable product and can grow and adapt to meet new business requirements and changes to existing processes such as; goods receiving, replenishment, put away, loading etc. as future business is won.

Industry Knowledge – With specific industry knowledge and existing experience in working on projects with similar projects, PSL is confident that it can quickly understand the specific issues from within «Company_Name». PSL solutions are established across a wide customer base, some examples of which are detailed below.



5. Customer Testimonials

"Norish PLC was one of Principal System's first customers back in 1993. Over the years and especially in the highly competitive space of supply chain and third party logistics, the I.T. systems demands on our business have significantly changed and have got appreciably more complex and demanding. At all times Principal Systems and In-DEX have been more than able to handle any demands that we have presented to them. At Norish we view our IT systems and infrastructure as central to our business strategy of maintaining and winning new business, consequently we regularly review the marketplace. Over the time however In-DEX has continually been enhanced and new features added and we are confident that the In-DEX system is still the market leader. We now have 8 sites all centrally hosted in an external data centre in London and the team at Principal Systems work very well with infrastructure providers".

Aidan Hughes, Finance Director, Norish Limited

"IN-DEX is the central pillar of our strategic IT. We have the In-DEX system fully integrated to our Microsoft Dynamics GP ERP system and our WASP mobile field application system. In-DEX provides real-time stock visibility and 99.9% stock accuracy throughout the entire operation for us. In-DEX also provides the benefit of real-time and seamless transfer of data to and from our many customers and suppliers reducing our back office administration greatly. The team at Principal at design, implementation and support stages over the years have been invaluable at assisting us in the continuously improvement of our business processes."

Aidan Rice, Operations & HR Director Stafford Lynch Ltd

"Our business is the distribution of over 6,000 different health food, and health supplement products to over 250 Health Stores, Pharmacies, Delis and restaurants. Many products of these products are distributed under license granted by The Irish Medicines Board and are subject to on-going and regular audits. Most of the products have complex handling and storage rules that must be adhered to, and additionally have a requirement for complete traceability. The Team at Principal Systems Ltd quickly understood our detailed requirements and provided significant advice that improved many aspects of our operation. Principal Systems In-DEX is fully integrated to our ERP systems and ensures operational efficiencies are maximized while ensuring that these complex rules are fully adhered to at all times. The patented traceability mechanism provides us with easy and complete reporting and full traceability down to the very lowest level across the operation"

Kylie Burke, IT Manager, Wholefoods Wholesale



6. Project Implementation

6.1 Deployment services

PSL is in the unique position to be able to provide the correct mix of software, expertise and technologies to offer a comprehensive solution to «Company_Name».

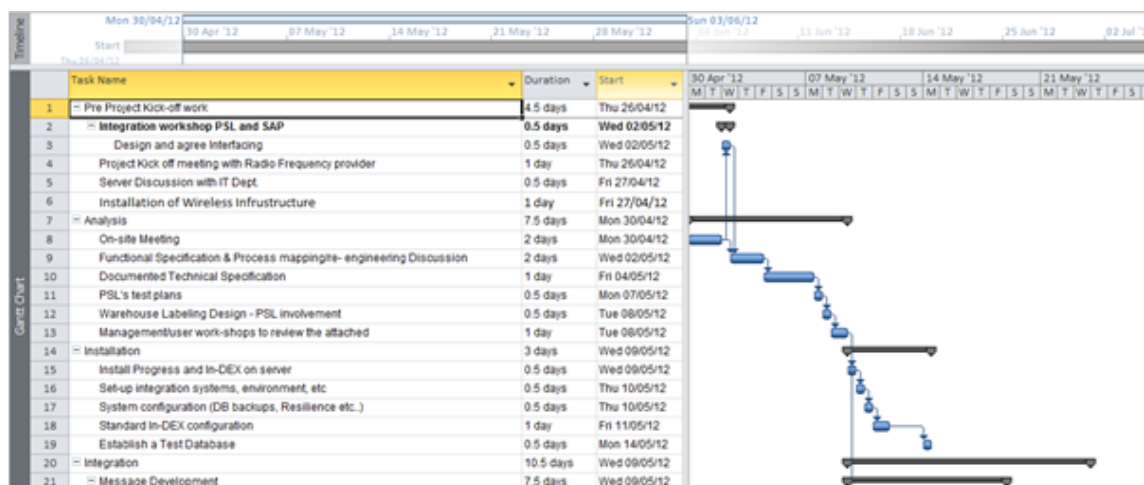
In addition to our world class In-DEX WMS software and our experienced implementation and support staff, we provide expert and independent advice on a wide range of factors required as part of any successful project implementation such as, Server and PC specification, broadband reliability and speed, Printers, Wireless Infrastructure, Radio Frequency or Voice Terminals and software, Telnet software, resilience planning etc. We have the independence and in-house expertise to work with, and assist, existing client vendors on behalf of our clients and this approach has allowed us to offer a consistent successful approach on every WMS project delivery to date.

Our services will typically include all or some of the following:

- Site surveys
- Specification
- Configuration
- Integration
- Deployment
- Commissioning
- Go-live
- Hand-over to support
- On-going support and maintenance
- Service and repair centres

6.2 Sample Project Plan

This project plan for a typical voice implementation is shown below:-





6.3 Project Deployment Template – Single or Multi-site operations

The following table provides more detail on the typical PSL project phases and identifies the roles and responsibilities against each project phase:

Event	Activities	Description	Who
Project Kick-off	<ul style="list-style-type: none"> ➤ Establish team ➤ Kick-off meeting 	An introductory meeting where all members of the project team from PSL and «Company_Name» meet to discuss their function and schedule their time.	All
System Requirements Definition (SRD)	<ul style="list-style-type: none"> ➤ Specify Solution ➤ Design Interface ➤ Amend quotation ➤ Schedule Project 	Our Consultants and Project Manager will work with «Company_Name» project team to fully define the business process, the exact behaviour of the solution and the possible interfaces. The quotation will be amended to reflect any additional requirements and a project schedule produced.	PSL
Presentation	<ul style="list-style-type: none"> ➤ Walkthrough SRD ➤ Sign Off SRD 	A walkthrough of the System Requirements Definition prior to approval by the customer. This walkthrough shall include information indicating time estimates required to build particular requirements for «Company_Name» project and thus provide «Company_Name» with identifiable ways to shape the requirements (if required) to desired time / budget.	PSL



Event	Activities	Description	Who
«Company_Name» Preparation	<ul style="list-style-type: none"> ➤ Enable Remote access ➤ RF survey ➤ Rack Labelling 	The customer's project team will need to set up access rights to the host test environment.	«Company_Name» & PSL
Implement solution	PSL <ul style="list-style-type: none"> ➤ Configuration & Development ➤ Quality Assurance 	Our Development team, working to the SRD, will develop and configure the solution. The «Company_Name» will need to provide test data and interfaces. Releases of the software shall be provided on a number of occasions during the project for the agreed milestones (e.g. initial alpha and beta tests, first and subsequent deployments to customers)	PSL
Hardware Commissioning	<ul style="list-style-type: none"> ➤ Commission Servers, Printers, mobile computing equipment etc 	On receipt of the equipment, PSL will work with Vendors to test the required configuration and availability of devices before vendors leave site.	«Company_Name» & PSL
Preparation	<ul style="list-style-type: none"> ➤ Install PSL Solution ➤ Test Internal System 	Before installation of our application software support engineers will install and configure the software components on a representative test environment at PSL's offices and perform a full system test	PSL



Event	Activities	Description	Who
On-Site Installation	<ul style="list-style-type: none"> ➤ Install server ➤ Test System ➤ Acceptance testing 	<p>The applications server will be installed and tested on site working with the mobile data capture equipment, printers, email, Excel etc.</p> <p>A formal acceptance test program will be completed to ensure solutions meet the specifications set out in the SRD.</p>	PSL
Training	<ul style="list-style-type: none"> ➤ Training preparation ➤ User training ➤ Technical training 	<p>PSL will not normally perform end user training but will train the customer's trainer(s) – "Super User(s)"</p> <p>Technical training will provide an overview of the system, recovery after failure, routine maintenance, and backup and recovery procedures.</p>	All
Go-live assistance	<ul style="list-style-type: none"> ➤ Start-up Support ➤ Support procedures 	On-site support for the first live use of the system. Training on the procedures for the agreed ongoing software support plans.	All
Project Management	<ul style="list-style-type: none"> ➤ Project Management 	<p>«Company_Name» will liaise with the assigned PSL Project Manager to ensure the overall implementation plan is met.</p> <p>PSL will take responsibility for Project Managing all their own deliverables. The key role is ensuring that the overall plan as agreed with the «Company_Name» team is delivered.</p>	All





7. Pricing

7.1 Software pricing details – Once Off

Item 1	In-DEX Enterprise Warehouse Management Software	Unit Price	Quantity	Total
	In-DEX 3PL Warehouse Management Software	£ 17,500	1	£ 17,500
	Real Time data Capture (RTDC) - Radio Frequency	£ 7,500	1	£ 7,500
	Desktop Users	£ 1,750	17	£ 29,750
	Radio Data Terminal Users	£ 1,250	39	£ 48,750
	Optional Modules Required			
a)	Digital Signature Capture – 1 Hardware Device Include	£ 1,500	1	£ 1,500
b)	Electronic Docket Distribution*Requires SMTP Email	£ 1,500	1	£ 1,500
c)	Auto – Report Scheduler *Requires SMTP Email	£ 2,000	1	£ 2,000
d)	Base Web Module Inc two named accounts (Required Web Server)	£ 5,000	1	£ 5,000
Total In-DEX licences				£ 113,500

Item 2	Third Party - Progress Database Licences	Unit Price	Quantity	Total
	Workgroup Database - per Registered Client - Min Pack of 5	£ 200	56	£ 11,200
	Progress Open Edge Application Server Basic Edition - Min Pack of 5	£ 65	56	£ 3,640
	Progress Client Networking - Min Pack of 5	£ 100	56	£ 5,600
Total Progress Licences				£ 20,440

Item 3	Third Party - Georgia Telnet	Unit Price	Quantity	Total
	40 User Georgia Telnet - Per CPU only Required for RF	£ 995	1	£ 995
Total Telnet Licences				£ 995

Total Software Costs				£ 134,935
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7.2 Professional Services – Once Off

Item 4	Professional Services – Fixed day count Implementation & Set-up				
In-DEX is a highly configurable product and at this stage, we do not have a detailed understanding of the exact Business and Customer requirements at «Company_Name» We can fix the known areas of the installation and set up as detailed.					
<div><div>➤</div><div>Install of Progress Database Licences, Install of In-DEX setting up permission settings users names etc. (Assumes Software on own dedicated server and all users remote desktop to this server - No local PC installs), Estimated 2 Days</div></div> <div><div>➤</div><div>Master Data take on (Products, Customers, Consignees, Locations) – Data to be cleaned by AKW and supplied in a CSV file format, Estimated 2 Days</div></div> <div><div>➤</div><div>Configuration of standard product to process requirements/flows, customer rules, Estimated 4 Days</div></div> <div><div>➤</div><div>In-DEX configuration for Customer specific set ups Customer by Customer analysis, Estimated 6 Days</div></div> <div><div>➤</div><div>Document changes to In-DEX Standard documentation Corporate Logo – VAT, Address. Note: Day count exceeded here will be billed as incurred, Estimated 4 Days</div></div> <div><div>➤</div><div>Reports Assumes - Standard In-DEX Layouts Customisations Note: Day count exceeded here will be billed as incurred, Estimated 3 Days</div></div> <div><div>➤</div><div>Charging and Invoice set-up and testing, Estimated 3 Days.</div></div> <div><div>➤</div><div>Set-up and test Invoice Export Legacy Accounts Package, Estimated 2 Days.</div></div> <div><div>➤</div><div>Full on site end to end testing, Estimated 4 Days.</div></div> <div><div>➤</div><div>Training on site (Train the trainer), Estimated 3 Days.</div></div> <div><div>➤</div><div>Assistance pre go-live - Stock take on etc. 2 PSL Resources - 12 hour shifts - 2 days pre go-live, Estimated 4 Days.</div></div> <div><div>➤</div><div>Onsite go-live assistance. 2 PSL Resources - 12 Hours Shifts - 3 days post go-live, Estimated 6 Days.</div></div> <div><div>➤</div><div>Post go-live issues, Invoicing etc: Estimated 2 Days.</div></div> <div><div>➤</div><div>** Two or three key areas remain unknown at this stage and cannot without full scoping be estimated EDI “Customer and In House Systems integrations” Are not included in the fixed days projected, Specific detail and samples are required “Labelling & RF configuration” Samples of all label formats will be required these areas should be addressed on their individual merit and will be charged on a time and materials basis @ £750 per development day.</div></div>					
For a full and more detailed breakdown of the expected schedule refer to section 6.3 In the Proposal Document “Project deployment template” Based on experience and installations of similar size and complexity a day count of circa 45 days is estimated at this time.					
<div><div>Total agreed “Fixed Day Count” WMS Implementation</div><div>£</div><div>750</div><div>45 Days</div><div>£</div><div>33,750</div></div>					



7.3 Annual Maintenance and Support Charges – Recurring

Item 5	Recurring Annual Software Support Costs	Total
	Standard Licence Renewal & Maintenance In-DEX/Progress Calculated upon 18% of the List Software Price Includes annual support and on-going product updates	
	Annual Maintenance Support	£ 24,228

7.4 Price Summary

- Total Software Cost - **£ 134,935**
- Total Implementation Cost - **£ 33,750**
- Total Solution Cost - **£ 168,685**
- Total Annual Maintenance & Support Cost - **£ 24,228**

7.5 Payment Stages and Terms

1) Upon Order Signing

- 50% of the Software Licences
- 25% of Professional Services

2) Upon Loading of Software

- 40% of Software Licences

3) Upon Delivery of a configured test system ready for UAT (User acceptance testing)

- 40% of Professional Services

4) Upon Go-Live or within 60 days from the delivery of a system ready for UAT

- 35% of the Professional Services

Notes:-

- a) Go Live is defined as, the first day of business reliance on any aspect of the software.
- b) Upon Go-Live or within 60 days, whichever occurs first

5) 30 Days from Go live

- 10% of Software Licences
- 100% of Annual Maintenance



7.6 Price Terms and Exclusions

- 1) All figures are based on 2012 prices and are net of VAT (Where applicable)
- 2) This proposal is valid for 30 days from date of supply
- 3) All Contracts are subject to our standard Terms and Conditions
- 4) Support & Maintenance contracts apply after project handover and are billable annually in advance
- 5) Server Specification – We would advise suitable server/server requirements, PC and resilience specification etc. It is the clients responsibility to ensure these are adequate and in place
- 6) Only the software stated is included - Additional Software will be required and if not stated is not included e.g.-Terminal Service Licences, Microsoft Office on the Server, etc
- 7) All works (including travelling days) are to be undertaken during normal working hours (Monday to Friday 08:00 to 18:00)
- 8) Excludes all directly incurred Travel, Hotel, Subsistence as per below:-

8.1 Car Travel

If Principal Systems Ltd. personnel use a personal automobile in lieu of air travel, Customer will reimburse Principal Systems Ltd. at a rate per mile equivalent to the Irish Revenue Service Civil Service mileage allowance rate, based on the actual mileage used.

Trips to the airport in the city of residence by Principal Systems Ltd. personnel shall be reimbursable only to the extent mileage to the airport exceeds mileage to the home office, in addition to the local airport parking charges.

8.2 Local Transportation

Customer will reimburse Principal Systems Ltd. for local transportation expenses used to get to and from customer sites in the course of the work, such as car rental, taxis, buses, toll charges and parking fees.

8.3 Car rentals

Principal Systems Ltd. will rent intermediate models, if available, from a national car rental agency.

8.4 Hotels/Lodging

Customer will reimburse Principal Systems Ltd. for lodging charges which will be commensurate with the average seasonal rates charged in the immediate area for four star hotels.

8.5 Meals



Customer will reimburse Principal Systems Ltd. for actual meal expenses, up to Principal Systems Ltd.'s current daily meal cap of €25, or pay Principal Systems Ltd.'s a daily equivalent fee.

8.6 Travel Time

Travel time of Principal Systems Ltd. personnel will be billed at fifty per cent (50%) of the applicable billable rate.

8.7 Non-Reimbursable Expenses

Customer will not be required to reimburse Principal Systems Ltd. for personal expenses such as hotel shop purchases, in-room movies and sundry items. Customer will not be required to reimburse Principal Systems Ltd. for any charges associated with personal side trips. If any of these charges appear on receipts, Principal Systems Ltd. will deduct or exclude them from Customer's invoice. If Principal Systems Ltd. personnel visit more than one customer on the same trip Principal Systems Ltd. will apportion the expenses in a reasonable manner between the customers.

8.8 Receipts

To support travel expense items on invoices, Principal Systems Ltd. will retain in its files receipts for lodging, airline travel, rental cars and all other expenditures of an amount that would require a receipt under Irish Revenue guidelines. Principal Systems Ltd. will make these receipts available to Customer upon request.

8.9 Cancellations and Rescheduling.

If Customer cancels or reschedules a trip after Principal Systems Ltd. has booked airline, car or hotel reservations, Principal Systems Ltd. will attempt to cancel the reservations without incurring a penalty. Customer will reimburse Principal Systems Ltd. for charges it is unable to avoid, including cancellation and rescheduling charges.

8.10 Travel Hotel and Subsistence Policy Changes.

Principal Systems Ltd. may change its expense reimbursement policies from time to time and will give Customer advance notice of any such changes.

9) Excludes any Shipping and Delivery charges

10) The In-DEX Web Module, if chosen, will requires stand alone Web Server (Physical or virtualised) & suitable Firewall protection

11) «Company_Name» will assign the appropriate staff required to successfully complete the implementation project including:



- a. An internal Project manager who will jointly manage the project with PSL it is expected that the Customers internal project manager will need to dedicate around 25% of regular working hours to the project.
 - b. A Senior Manager who will be trained as the subject matter expert and assume all day to day responsibility for making all implementation decisions and training all internal staff with PSL, it is expected that the Customers allocated Senior Manager will need to dedicate around 50% of regular working hours to the success of the project.
- 12) «Company_Name» must provide Principal Systems Ltd with remote access to the software products, hardware and network environment for remote implementation services and support.
- 13) «Company_Name» will provide Principal Systems Ltd documentation and information on all current and unique business practices and procedures.
- 14) Unless expressly agreed to by PSL, «Company_Name» is solely responsible for all data integrity and the exporting of data from Customers existing legacy system into a format acceptable for import into the PSL software
- 15) Master data only will be imported. Given the complex structures within In-DEX and our patented traceability mechanism we cannot take on historic data
- 16) The PSL implementation and consulting services detailed above will require a number of trips to the client's location. The client shall provide staff with operational knowledge that will be dedicated to receiving training from PSL consultants. Staff shall apply full time attention to training during on-site consultation time.
- 17) «Company_Name» shall provide, Accounting interface file layout that provides full details including field descriptions accounting system update only consists of PSL providing a file with AR details to update and feed the Accounts Receivable system. No EDI mapping is included.
- 18) PSL uses a train the trainer approach, this means that a maximum of 3 super users will be trained and training budget is only for one facility, Super users shall provide training for additional facilities, unless request is made for additional consultation to roll out to additional facilities.
- 19) No RF Wireless Infrastructure or Hardware is included in the above unless clearly stated. Existing RF Infrastructure and RF handhelds will be reused or must be sourced locally under PSL Supervision, If «Company_Name» has an existing RF wireless infrastructure in place that is intended for use in conjunction with In-DEX it is essential that the existing network and infrastructure is fit for purpose. Where issues arise Principal Systems may elect to have this evaluated and surveyed by their qualified RF partner. It is the responsibility of «Company_Name» to implement any recommendations made by our qualified RF partner to resolve the issues.
- 20) Unless expressly agreed and documented in advance, PSL will deliver In-DEX Standard Reports, Docket Layouts, Labels and other such system generated documentation. It is the client's responsibility to ensure these fit their purpose and that any bespoke Reports or Docket Layouts etc. are identified and agreed in advance of commencement, as modifications to these will incur additional costs.



- 21) Training manuals/materials, as each In-DEX site is set-up and configured, uniquely, with varying menu structures, menu options, transactions, phases, field labels etc. there is no standard/generic training manuals/materials. It is a client's responsibility to generate their own training manuals/materials, if required.
- 22) User Manuals as each In-DEX site is set-up and configured, uniquely, with varying menu structures, menu options, transactions, phases, field labels etc. there is no standard/generic user manuals. It is a client's responsibility to generate their own user manuals, if required.



8. Minimum Hardware Specifications for In-DEX WMS

In-DEX is an Enterprise Level Warehouse Management Solution. As such it requires a suitable server, and server environment. For a successful implementation it is important that the requirements below are read, understood, and adhered to and that any queries are raised with PSL prior to installation. Failure to adhere to these may result in the software running unsatisfactorily for the operation at «Company_Name»

Moving Enterprise level applications given their nature, they are used in a live environment, integrate to many pieces of software, network permissions, printers etc. can take a number of days and we believe the initial server environment should be viewed with a medium to longer perspective 3-5 years.

We recommend «Company_Name» purchase their PC's Server and Printers from a local hardware vendor so if any issues arise they can be resolved quickly without associate travel costs or delays. We work with such vendors and provide all required assistance and support.

The requirements below are purposefully written to be non-technical as far as possible.

- 1) In-DEX should reside on its own server be it physical or virtual. If this is not the case you must first consult with PSL.
- 2) It is an absolute requirement In-DEX must not reside on a mail server, domain controller or with other database products such as MS SQL server. All of these products consume resources that we are not in control of and as such will not be able to guarantee the performance of our software.
- 3) In-DEX can operate in a virtualised environment with most leading virtualisation products. We recommend either VMWARE or MS Hyper-V. If virtualising the server it is essential that we understand the underlying hardware structure and how this will affect the performance of our software. As such, if virtualising please consult with PSL regard to the virtual machine configuration.
- 4) To have a controlled environment, there will be only one operating environment and users must connect to this via Terminal Services (Remote Desktop). We do not provide Terminal Services Licences, these are a Microsoft product and it is the responsibility of «Company_Name» if they do not already have these to purchase them.
- 5) In-DEX can output reports to Excel. There must be a copy of Excel on the Terminal Server in order to be able to do this. We do not provide Excel, this is a Microsoft product and it is the responsibility of «Company_Name» to purchase this.
- 6) In-DEX can email either manually or automatically reports and dockets. In order for this to occur, In-DEX requires access to an SMTP mail server.
- 7) In-DEX requires Windows 2008 Standard or Enterprise – 64 Bit. If proposing to run any other environment you must first consult with PSL.
- 8) PSL will require full local Administrator rights on the servers we are installing In-DEX on.
- 9) PSL require permanent, unrestricted access to the server using Terminal Servers/Remote Desktop. We perform routine database checks etc. out of hours to optimise system performance by managing database sizes etc. We cannot provide support if we do not have this level and type of



access. It is the responsibility of «Company_Name» to provide MS Remote Desktop servers licences for this access.

10) Below is a sample server specification for a 10 user system. For larger installations we will review the demands and provide advice.

- ✓ 1 Quadcore Xeon (minimum)
- ✓ 8 GB RAM
- ✓ 4 drives (minimum), 15K SAS drives configured in RAID10 configuration. (This is what we would recommend for very good IO performance).
- ✓ Windows 2008 standard 64 bit (Windows Enterprise performs better but not a requirement)
- ✓ 250 Gig of usable disk space for In-DEX
- ✓ RD (Terminal Services) license required for each user
- ✓ Excel required on the server for data dumps to spread sheets.

11) Antivirus Software can cause known server performance issues with disk I/O as it inspects every file from and to the server disks. We do not specialise in server configurations, anti-virus recommendation etc., however we have seen from our experience on other sites ESET NOD 32 antivirus performs quite well with disk I/O in a server environment. When choosing anti-virus software please ensure that it is a version specific for the windows 2008 server 64 bit environment and is optimised for server I/O performance. Your hardware vendor should be able to ensure this. PSL will advise your hardware vendor, upon request, on what files/directories to exclude from scanning. We do not provide antivirus software and it is the responsibility of «Company_Name» to purchase this. It is the responsibility of «Company_Name» to keep antivirus software installed and up to date.

12) Backup software, products such as Veritas, BackupExec etc. can crash the database servers as often they cannot copy “open” database files. These database files must not be included in the backup routine. PSL will advise your hardware vendor of the files/directories to exclude upon request.

13) Progress does not support bit level backups of open database files created with replication products such as Double-take. If you want real-time data protection, you must adhere to the Progress Database guidelines which we can provide upon request also see Appendix 1 below.

14) If proceeding with the In-DEX Web Front End Module to enable «Company_Name» customer’s remote access to run enquires, download reports etc. This optional module requires its own Webserver (or virtualised web server). It is the responsibility of «Company_Name» to provide such a server and to ensure that all the necessary security certificates, firewalls suitable for a web server are purchased and in place. This server should be located in a DMZ (demilitarised zone) to prevent external hacking threats. You will also need to provide your own digital certificates and all access should be through secure socket layers (SSL).

15) PC Specifications. As all the processing will be performed via terminal services sessions on the server the specification of PC’s is not as critical. At a minimum they should have:-



- ✓ Windows XP, Windows 7 Professional Editions (i.e. No home editions)
- ✓ Web browser – Internet Explorer
- ✓ 1GHz Processor
- ✓ 2Gb Memory
- ✓ RD Client

- 16) It is the responsibility «Company_Name» to ensure that all Servers and PC's are patched to the latest levels as defined by Microsoft Windows update website.
- 17) Cloud Computing/Application Service Providers (ASP's). In-DEX can be hosted in a remote data centre and Principal Systems works with a number of ASP's. If «Company_Name» wish to investigate this option we work with and can recommend approved suppliers. If «Company_Name» have a preferred ASP vendor we are more than happy to work with them.
- 18) We do not supply or configure the printers on your servers. This will be the responsibility of «Company_Name» Hardware vendor. We will require the share names of the printers and the correct permission levels set so that we can send reports, dockets etc. to these printers via this share name. The printers must also be of a sufficient standard to allow "command level copy" to the print queue.
- 19) For the printers for dockets/invoicing we recommend laser printers over continuous multi-part paper on dot matrix printers as the solution is less noisy, better quality, and they are less expensive to install, set up, and manage as they tend to have more sophisticated set-up options, that can be assessed remotely. If required, we can assess continuous multi-part paper on dot matrix requirements however it will be an additional cost for every printer configuration and setup. PSL can overlay dockets or Invoices onto a JPEG image of «Company_Name» in PDF format. It is the responsibility of «Company_Name» to provide PSL with a high quality JPEG (Artwork quality) image of your pre-printed stationary.
- 20) Label Printing (and the label selection themselves) is specialised and will require further discussion. In general Printers break into two main categories (i) Wireless/Mobile Label Printers in which case we recommend Zebra QL series and (ii) Fixed Label Printers in which case we recommend Zebra ZM series. We can work with Intermec and other leading providers but will need to assess the label printing requirements and there may be additional costs in order to enable these to work with In-DEX.
- 21) All remote devices (network printers, wireless printers, RF equipment, etc.) will require a fixed IP address.



9. PSL Support - Post Implementation

9.1 In-DEX WMS Software and Support

As part of the implementation process PSL will provide “Super Users” training status to an agreed number of key «Company_Name» personnel. All users within «Company_Name» must be informed of whom the “Super Users” are, and must be further informed that the first line of support must be provided by the nominated «Company_Name» “Super Users”.

Where a “Super User” cannot solve the issue, and requires assistance “Super Users” can log and submit support calls via a web help desk. Users will receive a call log ticket number and all communications can be logged or tracked against this ticket number.

In serious circumstances issues can obviously be made by phone.

Our normal support cover is provided between 09.00 – 17.30 GMT Monday to Friday excluding public holidays.

Out of hours support can be purchased as required and this will be quoted on an as need basis and is distinctly different from our normal Company Support cover hours. The vast majority of our clients are high volume 24 X 7. Where the correct level of advised resilience is in place all are on a Normal Support contract.

We have a vast experience in supporting our solutions across Ireland, Northern Ireland, UK, The Netherlands and Belgium using our own specialist staff backed by our extensive partner relationships. Once we have broadband connectivity to a site we can perform all support functions remotely.

9.2 Third Party Software & Support

Examples of third party software include, but are not limited to, Windows 2008, Microsoft Office, Georgia Telnet, Cleo Lexicon AS2, Sage Line 50 etc. It is the responsibility of «Company_Name» to ensure that all third party software is current and up to date.

Under no circumstances should «Company_Name» update, change or remove any third party software without the consultation and consent of PSL.

As part of the Maintenance and Support agreement PSL will provide new versions, updates and/or enhancements to current versions of the Software to «Company_Name». Some new versions, updates and/or enhancements may require more advanced versions or additional the third party software. It is the responsibility of «Company_Name» to ensure that such third party software is in place.

«Company_Name» are responsible for having current maintenance and support contracts in place in respect of all 3rd Party Software.

No 3rd party software can be installed on the In-DEX servers without the prior written consent of PSL.

The use of 3rd party software will be subject to the individual licence agreements of the 3rd party software vendors.



9.3 Server, PC & Printer - Maintenance and Support Contracts

«Company_Name» are responsible for having current maintenance and support contracts in place in respect of all such equipments so as to ensure their availability at all times.

PSL can advise on strategic partners for the provision of such but strongly advise that «Company_Name» use existing/local providers so any emergency on site visits occur in a timely and low cost fashion.

9.4 Broadband - Maintenance and Support Contracts

PSL will need to connect to «Company_Name» server(s) for a variety of reasons, support, patch up dates, monitor database sizes etc.

It is a prerequisite and a condition of the PSL Maintenance and Support Agreement that we have continuous and reliable broadband access to these servers without interaction with «Company_Name», «Company_Name» are responsible for having current maintenance and support contracts in place in respect of broadband provision.

9.5 Wireless Infrastructure - Maintenance and Support Contracts

«Company_Name» is responsible for having current maintenance and support contracts in place in respect of the wireless infrastructure.

9.6 Mobile Computing – Maintenance and Support Contracts

«Company_Name» are responsible for having current maintenance and support contracts in place in respect of all required mobile computing devices, Radio Frequency Terminals, Mobile Printers, Voice Units as appropriate to the site.

9.7 Screens and Monitors Display Sizes and Resolution

In-DEX makes use of larger monitor sizes by allowing the users to expand certain screens and thereby providing users with more information on these key screens. This is especially useful for certain screens that contain a lot of data e.g. Load Bay Scheduler, Manifesting Screen, Job Control, Goods In, Goods Out, Stock Queries etc. you can see lots more information at a glance.

When considering computer monitors there are two things to be considered

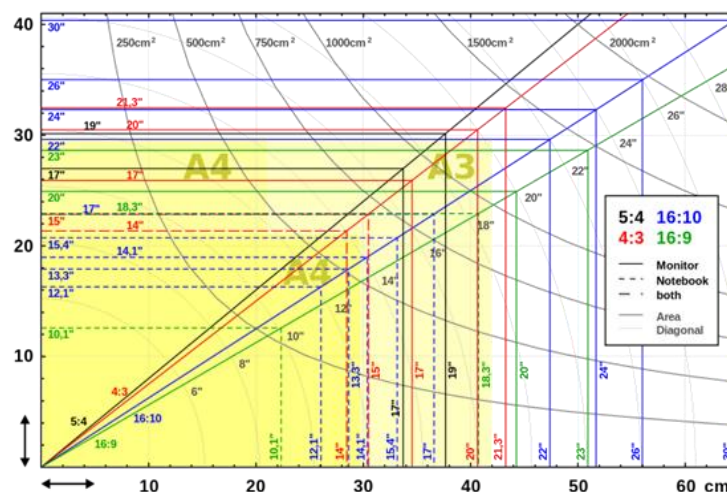
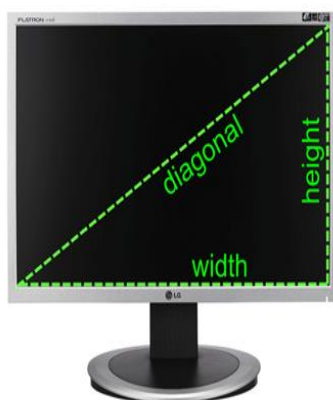
- (1) The display size (or viewable image size/VIS). This is the actual amount of screen space that is available to display a picture or video etc. The viewable image size, is measured in inches or millimetres and is sometimes called the physical image size, to distinguish it from the "logical image size".
- (2) The Logical Size is the display resolution, measured in pixels of various computer display standards.

What In-DEX is concerned with is the available Screen real estate after any banners e.g. Citrix Banners etc. or any other information that takes up screen space.



(1) Display Size/Monitor Size

We strongly recommend Desktop Users have a minimum of 22 inch monitor. Typically measured on the diagonal (e.g. I have a 22 inch monitor, so its circa 52cm wide X circa 29cm high)



Source : Wikipedia

(2) Screen Resolution

The display resolution of a computer monitor is the number of distinct pixels in each dimension that can be displayed. It is usually quoted as width × height, with the units in pixels: for example, "1024 × 768" means the width is 1024 pixels and the height is 768 pixels. This example would normally be spoken as "ten twenty-four by seven sixty-eight" or "ten twenty-four by seven six eight".

The minimum screen resolution that In-DEX will work with is 1024 X 768 – although a general rule of thumb, the higher the better.

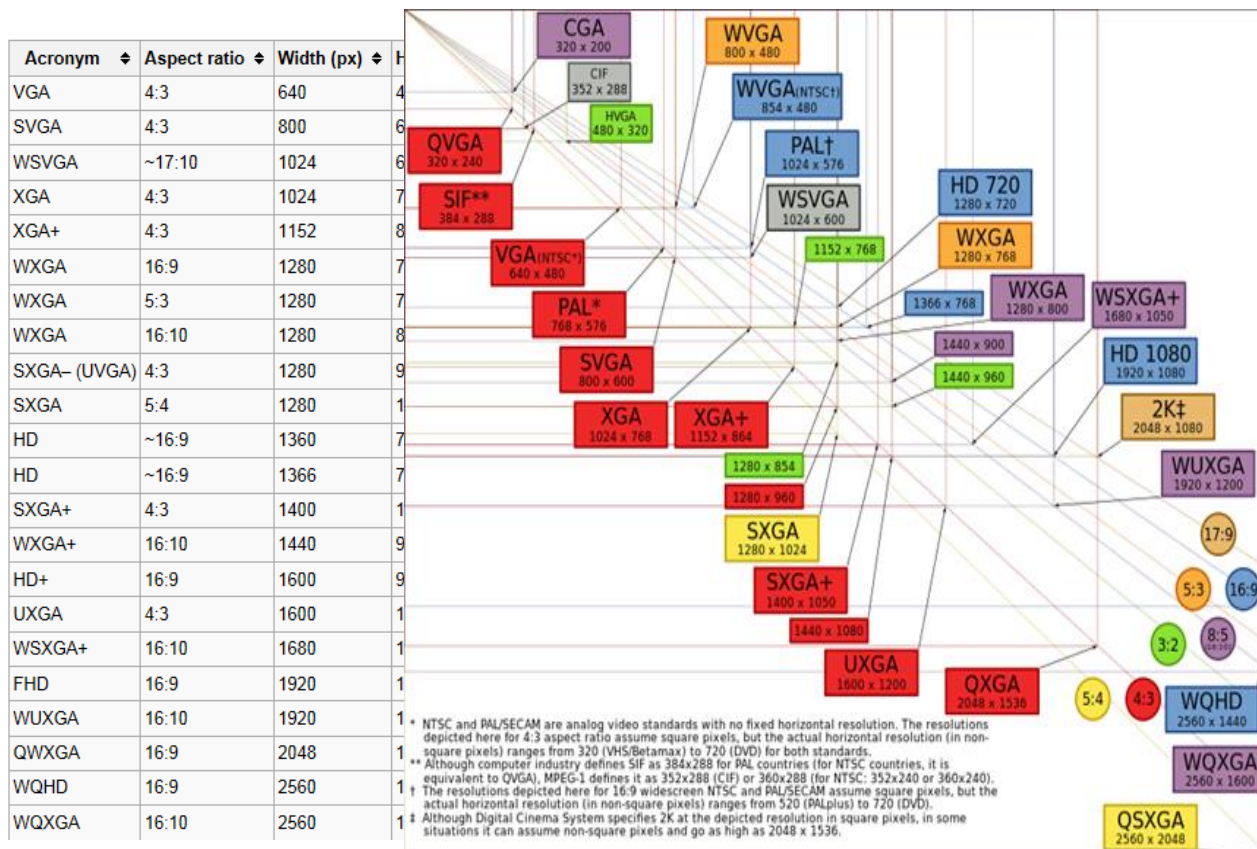
We would strongly recommend a resolution of 1600 x 900 minimum.



What occurs where there screen resolution is not correct?

The icons will all appear the correct size but users will have to move the cursor to each far side of the screen to get the rest of the desktop to show. That is users will only see a portion of every single screen, and users have to basically 'scroll' over to see the rest of the information.

Note: Please ensure that PC's have the appropriate graphics card(s) for the selected monitors



Source : Wikipedia



10. Backup/Resilience/Disaster Recovery Planning

10.1 Systems Backup Responsibilities

«Company_Name» are responsible to ensure that proper backups (and/or resilience plans) are in place to ensure ensuring that if a database corruption occurs, for whatever reason, they can credibly rely upon backups (and/or resilience plans) for the continued operation of their business.

PSL will advise and assist with this upon request, however for general information please review appendix 1 below.

10.2 Resilience/Disaster Recovery Planning Responsibilities

The native Progress database protects against server crashes to a large extent through Before Image journaling. However as part of System Requirements Definition (SRD) PSL will advise and discuss with «Company_Name» Resilience and Disaster Recovery Planning.

«Company_Name» are responsible for and ensuring that an adequate level of resilience and disaster recovery in place.

PSL will advise and assist with this upon request, however for general information please review appendix 2 below.



11. Web Module Site Disclaimer

If proceeding with the Web Module. Principal Systems Terms and Conditions cover us. However we strongly recommend «Company_Name» put a disclaimer on the new website to cover you. This should be drafted and approved by your own Legal advisors however we have a sample version below.

SAMPLE «COMPANY_NAME» DISCLAIMER

While we endeavour to keep the information on this site up-to-date and correct in no event will «Company_Name» be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website. We also take no responsibility for and will not be liable for the website being temporarily unavailable or its poor performance due to unforeseen technical issues.



Appendix 1 - Principal Systems Licence Agreement – Maintenance & Assistance Support Contracts

1 LICENCE

1. Scope of the Licence to Licensee. Subject to the Licensee's payment of the Licensing Fees, the Customisation and Implementation Fees, the Maintenance Support and Assistance Support Fees and any Additional Fees and compliance with the terms and conditions of this Agreement, the Company hereby grants to Licensee, and Licensee hereby accepts for the Term (as defined below), a non-exclusive, non-transferable, revocable, licence (the "Licence") to use the software specified in the Statement (the "Software") in connection with the Licensee's own warehouse management system at the permitted warehouse premises only. The Licence shall apply to the maximum number of permitted users specified in the Statement at the permitted warehouse premises.
2. It is a condition of this Licence that the Licensee must at all times have in place a fully paid up Maintenance Support and Assistance Support Services Agreement with the Company, as set out in Exhibit A.
3. Term. The Licence granted herein shall be for an initial term of one (1) year from the Execution Date (the "Initial Term"), subject to earlier termination pursuant to the terms hereof. The Initial Term shall automatically renew for additional one (1) year periods subject to payment of the Maintenance Support and Assistance Support Fees (which incorporate the annual Licence fee) unless the Licensee gives the Company written thirty (30) days notice of its intent not to renew the Licence prior to the expiry of the Term (such that the earliest notice may be given on shall be so that the Term expires on the annual (or subsequent annual) anniversary of the Execution Date). The Company may at its sole option suspend any of its services or terminate this Agreement at any time in the event that the Maintenance Support and Assistance Support Fees remain unpaid. The Licence shall at all times be subject to payment by Licensee of the Maintenance Support and Assistance Support Fees. The Initial Term together with any subsequent terms are hereinafter referred to as the "Term".
4. Ownership. This Agreement provides Licensee only a limited use licence, and all intellectual property rights and title to the Software or any other Company material remain with the Company or its licensors and no interest therein is conveyed to the Licensee under this Agreement.
5. Restrictions. (a) Save to the extent permitted by law, the Licensee may not and may not permit others, either directly or indirectly, to:
 - (i) modify the Software;
 - (ii) disassemble or decompile the Software or otherwise derive source code from the Software;
 - (iii) reverse engineer the Software;
 - (iv) merge the Software with or into another product, other software or other search data or information;
 - (v) export or use the Software; its structures or algorithms with another product, other software or other search data or information;
 - (vi) copy the Software in any manner inconsistent with or in breach of this Agreement, the Licence granted hereunder or any other rights the Company may have in and to the Software;
 - (vii) rent, lease, sublicense or charge a royalty for the use of the Software, except as expressly permitted by the Company in this Agreement;
 - (viii) use the Software in any manner that infringes the intellectual property rights or other rights of the Company or any third party;
 - (ix) transfer or assign the Software or any copy thereof to a third party;
 - (x) use the Software to provide bureau, application service provider, marketing, training, or consulting services related to the Software; or
 - (xi) use any part of the Software independently from any other part of the



Software.

To the extent Licensee is granted the right by law to decompile the Software in order to obtain information necessary to render the Software inter-operable with other software and upon written request by Licensee identifying relevant details of the software products with which inter-operability is sought and the nature of the information needed, the Company will readily make available such information. The Company has the right to impose reasonable conditions such as a reasonable fee for doing so.

- (b) Licensee may only use the licensed Company materials (i) in the forms in which the Company provides them to Licensee; (ii) in accordance with the Company's specifications; and (iii) only for the express purposes contemplated by this Agreement. Licensee may not alter, modify or change the licensed Company materials in any way.

2

FEES

1. **Customisation and Implementation Fees.** In the event that Licensee requires customisation of the Software and/or assistance with the implementation and integration of the Software on the Licensee's system (collectively, the "Services"), Licensee shall pay the customisation fee specified in the Statement (the "Customisation Fee") and the implementation fee specified in the Statement (the "Implementation Fee") for such Services. Notwithstanding any provision of this Agreement to the contrary, the Customisation Fee and/or the Implementation Fee shall be paid to the Company in immediately available funds upon execution of this Agreement. The customisation and/or implementation Services shall be as specified in the Statement.
2. **Maintenance Support and Assistance Support Fees.** In addition to the Licensing Fee and any Customisation or Implementation Fee (or other fees due hereunder), Licensee shall pay to the Company the Maintenance Support and Assistance Support Fees on the commencement of this Agreement and on each subsequent renewal of the Initial Term, for the duration of this Agreement. The Maintenance Support and Assistance Support Fees shall be paid to the Company in immediately available funds upon execution of this Agreement and on each subsequent annual renewal of the Licence.
3. **Additional Fees.** The Company reserves the right to charge reasonable expenses in providing its services in respect of installation and maintenance of the Software (in addition to the Installation and Maintenance Support and Assistance Support Fees), and including but not limited to such reasonable travel expenses and such other fees as are specified in the Statement ("Additional Fees"). Such Additional Fees shall be paid in accordance with Clause 4.
4. The Company reserves the right during the Term to amend annually, on each anniversary of the date of this Agreement, any of the fees set out herein in accordance with any increase in the CPI published by the Central Statistics Office In Ireland (or any replacement index), during the previous twelve (12) months.

3

MAINTENANCE SUPPORT AND ASSISTANCE SUPPORT

1. Unless otherwise agreed by the parties in writing, support services for the licensed Software shall be obtained by the Licensee on the basis specified in Exhibit A (and which is incorporated into this Agreement by reference hereto). For the avoidance of doubt, the licence granted to the Licensee in clause 1.1 shall terminate in the event that the Licensee



fails to pay the Maintenance Support and Assistance Support Fees in accordance with this Agreement.

4 **PAYMENTS**

1. Licensee's Payment Obligations. The Licensee shall make all payments of fees or charges (including without limitation clause 2) due in the currency as specified as per the terms specified.
2. All annual Maintenance Support and Assistance Support Fees renewals shall be paid within thirty (30) days of the date of the applicable invoice for the same.
3. The Company shall charge the Licensee for all work performed by its employees, agents and consultants, and on a time and materials basis throughout the Term. The fees for work undertaken on a time and material basis shall be charged at the applicable hourly rate, as set out in the Statement as part of the Additional Fees. The Company shall supply copies of the applicable work logs with each invoice in respect of services for which the Company charges the Licensee on a time and material basis as part of the Additional Fees.
4. Any Additional Fees shall be payable within thirty (30) days of the date of the relevant invoice for the same.
5. All fees shall be stated as exclusive of shipping costs, taxes and duties, including Value Added Tax which shall be paid by the Licensee at the rate and in the manner for the time prescribed by law. Where any amount is past due then (without prejudice to the Company's other rights and remedies) the Company reserves the right to charge interest on such amount on a day-to-day basis (as well after as before any judgment) from the last date for payment to the date of actual payment at the rate of 3% above the base rate of the ECB from time-to-time compounded quarterly. Such interest shall be paid by Licensee on demand by the Company.
6. In the event that any part of the fees remains unpaid thirty (30) days after the date of the relevant invoice, the Company shall be entitled to, at its sole option, suspend any services or terminate this Licence Agreement and render any version of the Software supplied to the Licensee inoperable.

5 **WARRANTIES AND REPRESENTATIONS**

1. The Company warrants that the Customisation and Implementation Services, the Maintenance Support and Assistance Support Services and any other services provided under this Agreement shall be carried out with all reasonable care and skill.
2. Independent Investigation. Licensee represents and warrants that it has independently evaluated the functionality of the Software and the desirability of licensing the Software and it is not relying on any representation, guarantee or statement of the Company other than those expressly set out in this Agreement.
3. Authorisation. Each party hereby represents and warrants to the other that: (a) it has the requisite power and authority to execute, deliver and perform this Agreement and to perform the transactions contemplated hereby; (b) this Agreement has been duly authorised, executed and delivered by such party, constitutes legal, valid and binding obligation of such party and is enforceable against such party in accordance with its terms; and (c) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not breach any agreement to which such party is a party or by which it is otherwise bound.
4. Press Releases. Licensee shall not, without the Company's prior written consent, create, publish, distribute or make any press release with respect to the Agreement or the Software.



6 **IMPLEMENTATION**

1. Implementation of Software. The Company shall use its reasonable endeavours to implement the Software on Licensee's internal computer system in accordance with the milestones specified in the Statement (the "Milestones").
2. Timing of Software Implementation. The Company shall use reasonable endeavours to implement each Milestone in accordance with the dates specified in the Statement, provided that Licensee provides the Company with access to all resources of Licensee required by the Company to perform the Services in accordance with the Milestones, including, but not limited to providing the Company with such access to Licensee's server as necessary for the Company to embed its codes in the server.

7 **ASSIGNMENT**

1. Assignment by Licensee. It is understood and agreed that the Licence granted hereunder is personal to Licensee and is limited to Licensee. Licensee may not, without the prior written consent of the Company, assign or sublicense this Licence to any third party. In the event of any permitted sublicense or assignment of the Licence in accordance with the terms hereof, Licensee shall ensure that any assignee or sub-Licensee agrees to and complies with the terms and conditions of this Agreement.

8 **INTELLECTUAL PROPERTY RIGHTS**

1. Retention of Intellectual Property Rights. The Company or the Company's licensors shall retain all right, title and interest in and to the Software and any part thereof, including without limitation, copyrights, database rights, patents and trademarks (or any like rights and whether registered or unregistered or any applications for any of the same) therein, including without limitation the licensed Company material (collectively, the "Company IP").
2. Infringement. The Company, at its own expense, shall (i) defend, or at its option, settle any claim or action against Licensee on the basis of infringement of any patent, trademark, copyright, database right or trade secret by the Software and (ii) pay any final judgement entered against Licensee on such issue or any settlement thereof, provided always that: Licensee notifies the Company promptly of each such claim or action; the Company is given sole control of the defence and/or settlement of the claim or action; and Licensee fully co-operates and provides all reasonable assistance to the Company in the defence or settlement of the same. If all or any part of the Software is, or in the opinion of the Company may become, the subject of a claim or action of infringement, the Company at its own expense and sole discretion may do one of the following: (i) procure for Licensee the right to use the Software or the affected part thereof; (ii) replace the Software or affected part with other suitable software; (iii) modify the Software or affected part to make it non-infringing; or (iv) if none of the foregoing remedies is commercially feasible, refund a pro-rated portion of the Licensing Fees paid by Licensee to the Company for the Software or the affected part. The Company shall have no obligations under this Clause 8.2 to the extent a claim is based on (i) the use of any version of the Software other than a current, unaltered release, or if such infringement would have been avoided by the use of a current, unaltered release; (ii) the combination, operation or use of the Software with other software which was not provided by the Company if such infringement would have been avoided in the absence of such combination, operation or use; (iii) Licensee's use of the Software in any manner inconsistent with the Licence or (iv) the result of the negligence or wilful misconduct of Licensee.



9 **LIMITATION ON LIABILITY AND INDEMNIFICATION**

1. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from its negligence or that of its sub-contractors.
2. The Company's liability for any damage to the property of the Licensee caused by the Company or its sub-contractors shall be limited to €2,600,000 in respect of any event or series of connected events.
3. Licensee assumes the entire risk of selection, installation (where carried out by the Licensee), and use of the Software.
4. The Company provides the Software "as-is." The Company shall not be liable for the results of any searches effected via the Software, or the number of clicks to be generated through use of the Software on Licensee's system.
5. The Company makes no warranty or undertaking that the operation of the Software will be uninterrupted, error-free, or virus-free, or that the Software will meet any particular criteria of performance or quality. The Company expressly excludes any and all responsibility for (i) any data inputted into the software or for any third-party software which is used in connection with the Software, or (ii) any use of data resulting from any search executed through use of the Software by Licensee or any third party.
6. The Company shall not be liable for the use of any data generated or provided by the Software when imported into or in any way used in connection with any other software.
7. Except as expressly set out in Clause 5 of this Agreement, the Company makes no representations, warranties, express or implied, to Licensee with respect to the Software, or any other Company materials provided under this Agreement.
8. All implied and expressed representations, warranties, terms and conditions as to accuracy, reliability, merchantability, fitness for a particular purpose, or any implied warranties arising out of a course of performance, dealing or trade usage are excluded to the fullest extent permitted by law.
9. The Company will not be liable for (i) indirect, special, incidental or consequential damages, or (ii) any loss of revenue, profits or anticipated savings or any lost or destroyed data arising in connection with this Agreement (including the Maintenance Support and Assistance Support Services Agreement) or the Licence granted hereunder.
10. The Company will not be liable in contract, negligence, or otherwise for (i) the availability or ability to search through use of the Software, (ii) the accuracy or content of search results produced by the Software; (iii) for any claims which arise out of Licensee's or any third party's use of data resulting from any search executed through use of the Software ; (iv) for any claims which arise out of viruses, errors or any other which affect the performance or quality of the Software.
11. Subject to Clauses 8.2 and 9.1 the Company's liability arising under or in connection with this Agreement and the Licence will not exceed the aggregate of all sums received by the Company in the preceding twelve (12) month period (or if a lesser period, the aggregate of all sums received in such lesser period) prior to the date such liability incurred.
12. Licensee agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, agents and employees and each person, if any, who controls the Company or any such affiliate against any and all loss, liability, claim, damage, joint or several, and expense whatsoever including reasonable legal fees and expenses, as incurred, arising out of any breach by the Licensee of this Agreement. Licensee further agrees to indemnify and hold the Company harmless for any claims related to Licensee's sale or offer to sell goods or services to any third party.



10

TERMINATION

1. **Early Termination.** Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation hereunder, which default is incapable of remedy or which, being capable of remedy, has not been remedied within seven (7) days after receipt of notice of such default from the non-defaulting party or within such additional remedy period as the non-defaulting party may agree. The Company shall have the right to terminate forthwith upon notice in the event of a change of control in the Licensee.
2. **Force Majeure; Suspension and Termination.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if loss of the Software is caused by) natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Agreement shall immediately be suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice terminate this Agreement. However, delays in delivery due to Force Majeure events shall automatically extend the delivery date for a period equal to the duration of such events; any warranty period affected by a Force Majeure event shall likewise be extended for a period equal to the duration of such event.
3. **Effect of Insolvency.** This Agreement and the Licence granted hereunder shall automatically terminate if Licensee has a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Licensee enters into any voluntary arrangements with its creditors or shall become subject to an administration order.
4. **Effect of Termination.** Upon termination of this Agreement, the Licence granted hereunder shall terminate and Licensee shall immediately cease using the Software, the licensed Company materials and the Software and licensed Company materials shall be removed and deleted from the Licensee's servers.
5. **Survival.** Notwithstanding any termination or expiration of this Agreement, sub-clauses 1.4, 1.5, and clauses 8, 9, 10 and 11 shall survive such termination or expiration.

11

MISCELLANEOUS

1. **Audits.** The Company, or the Company's designated agent, may, upon five (5) days advanced written notice to Licensee, inspect any Licensee facility where Software is used for the purpose of confirming Licensee's compliance with this Agreement. Licensor may perform one audit per six (6) month period. The Company's inspection shall be subject to Licensee's reasonable security and confidentiality requirements and be performed at Licensor's sole expense; provided, however, that if, as a result of the Company's audit, it is determined that Licensee owes the Company additional fees for excess numbers of users under the terms of this Agreement, then Licensee shall bear the reasonable cost of the audit and pay all past-due fees in accordance with the terms of this Agreement.
2. **No Agency.** This Agreement does not constitute and shall not be construed to constitute an agency, a partnership, or a joint venture between the Company and Licensee. Both parties are independent contractors and neither party shall have the power to bind the other in any manner. Nothing contained in this Agreement shall give or is intended to give or grant any right to any third party.
3. **Notices.** Notices, demands or other communications pursuant to this Agreement by either



- party to the other shall be given by facsimile and by registered post, return receipt requested, or by overnight or express carrier, all charges prepaid. All notices hereunder shall be given at the respective addresses of the Company and Licensee as specified in the signature page hereto unless prior to the giving of such notice written notice of a change of address for notices is given. Notices shall be deemed effective the date the notice is received.
4. **Confidentiality.** Each party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information they obtain from the other are the confidential property of the disclosing party ("Proprietary Information"). Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party and shall similarly bind its employees and agents in writing. The receiving party shall not be obligated under this clause with respect to information the receiving party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (iii) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party.
 5. **Severability.** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
 6. **Reservation of Rights.** Neither party shall receive any rights under this Agreement except for those rights expressly and unambiguously set forth herein. The Company will not be responsible for any delay in the performance of its obligations hereunder caused by any acts, omissions, or events beyond the Company's control.
 7. **No Waiver.** Any failure by either party to enforce any of the terms and provisions of this Agreement shall not be considered a continuing waiver of that party's right thereafter to enforce such terms and provisions. No provision of this Agreement shall be deemed waived unless such waiver is in writing signed by both parties.
 8. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.
 9. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Company and Licensee with respect to the subject matter herein and supersedes any other written or oral agreement or representation (unless fraudulent). The terms and conditions of this Agreement may only be modified in a writing signed by both parties.

EXHIBIT A

MAINTENANCE SUPPORT and ASSISTANCE SUPPORT SERVICES TERMS ("Support Services")

1. Provided always that the Licensee has paid the Maintenance Support and Assistance Support Fees, then the Company's obligations with respect to Support Services shall be in reasonably providing "Maintenance Support" and "Assistance Support" as set out in this Exhibit A. The Company in its sole discretion shall decide whether an issue or error with the Software shall require either Assistance Support or Maintenance Support. The Software refers to Index WMS. Any other 3rd party products e.g. Progress, Georgia Softworks, AS2 etc. are covered by their own licence agreements. Copies of these agreements are available on request from the Company.
2. Licensee acknowledges and agrees that the Company is under no obligation to provide the following Support Services to Licensee with respect to (i) any Software altered or modified by Licensee or any agent, consultant or employee of Licensee, (ii) derivative works, (iii) third party



software or applications being used in conjunction with the Software, or (iv) Software not operated on the server subject to the Licence. The Company is under no obligation to modify the Software to run with new and future versions of any software, operating system, database, middleware or models of hardware installed by Licensee.

3. The Company's obligations do not include: (a) installation support, consulting or customer personnel training, any of which may be obtained by Licensee at the Company's then current rates, on an as-available basis; (b) modification of the Software to run with new and future versions of the operating system, database, middleware or models of hardware installed by Licensee; or (c) responding to Licensee's calls for support if, in the Company's sole opinion, Licensee has failed to provide sufficient information, as reasonably requested by the Company, to enable the Company to identify, reproduce and analyse the reported problem.
4. The Company reserves the right to terminate the marketing and support of Software. In this event, the Company shall notify Licensee in writing of the Software end-of-life decision.
5. The Company expressly reserves the right to correct any errors in the Latest Release of the Software.

MAINTENANCE SUPPORT

1. Maintenance Support shall entitle the Licensee to Software upgrades for new versions of the Software and 'fixes' of the Software to correct any Software operating anomalies.
2. The Company will use its reasonable endeavours to ensure business continuity to the Licensee in respect of the Company providing the Maintenance Support.
3. Occasionally the resolution may be provided by way of software patch release as they become available.
4. The Company will provide new versions, updates and/or enhancements to current versions of the Software, including by way of a 'patch' form time to time. However, some new versions, updates and/or enhancements may require more advanced or larger capacity equipment and/or third party software to allow for the new/updated versions of the Software to perform. It shall be the Licensee's responsibility to ensure that any equipment and/or third party software required to run the Software shall be in place.
5. Licensee must ensure continuous / reliable broadband access is available to the Company as a condition of the Company providing Maintenance Support.

ASSISTANCE SUPPORT

1. Assistance Support provides access to the Help Desk and the Company technical team.
2. All support cover is between **9.00am to 5:30pm Monday to Friday** excluding public holidays.
3. Submittal of all service requests must be logged via the Web Help Desk into the PSL call logging system where the user will receive a call log ticket number. Any communication / action will be logged and tracked against the ticket number. In certain serious circumstances (by way of example: a 'system down' scenario) calls may be logged by telephone – emailed requests for support are not accepted and therefore the majority of all requests must be logged via the Web Help Desk.
4. The Licensee must ensure that it has designated points of contact that are Principal Systems (PSL) certified Super Users (as defined below).
5. Any communication with the Company's technical team or other employees without reference to a valid call log ticket number is not deemed Assistance Support and is outside the scope of this Maintenance Support and Assistance Support agreement.
6. The Company shall use its reasonable endeavours to ensure a maximum four (4) hour response time to the Licensee (from receipt of a call log ticket registered via the Web Help Desk) from a Technical Support Engineer who is knowledgeable of the Licensee's business and technical implications of the Licensee's software problems.



7. Licensee must ensure continuous / reliable broadband access is available to the Company as a condition of the Company providing Assistance Support.
8. The Company shall provide reasonable support to fix Software code related issues (i.e. code anomalies).
9. For call log tickets unrelated to software code related issues, then the Company will offer 1 hour free support per ticket for Software queries.
10. The Company reserves the right to charge for providing Assistance Support unrelated to software code issues in respect of any issue which incurs 1 hour support time at Un-contracted Support rate unless a separate support contract has been purchased.
11. The Company does not provide Assistance Support in respect of any errors or issues relating to, or caused by, hardware, communication networks or 3rd party file or software integrations and cannot take responsibility for any Software related issues that arises from them. However, it is acknowledged that many users do not understand the distinction between software / hardware environments, so the Company will endeavour to assist in problem identification when this is not clear, so that the appropriate service provider can attend to the issue.
12. It is the responsibility of the Licensee to have current maintenance support contracts in place in respect of all 3rd party software and hardware used by the Licensee in connection with the Software.
13. The Company reserves the right to charge additional Assistance Support fees (on a time and material basis) for services performed in connection with reported incidents that are later determined to have been due to hardware or third party software not supplied by the Company.
14. The Licensee can purchase out of hours support as required but these will be quoted on an as need basis and are distinctly separate from normal Company support cover hours.
15. It is the sole responsibility of the Licensee to ensure that proper backups and resilience plans are put in place to ensure that if a database corruption occurs for whatever reason, they can credibly rely upon the backup or resilience plan to continue operation of their business. The Company will provide full resilience options upon request, but the Company is not liable for any loss of business or profits of the Licensee if the Licensee fails to ensure that it has a suitable 'back up' provision in place in the event of a 'system down' event or Software corruption event.
16. The Software has been designed to operate to a specific qualified environment (i.e. hardware, networks etc.). The Company will advise the customer of the qualified environment that is required for their site based upon defined Licensee requirements (i.e. transaction volumes, user number and types, reporting requirement etc.). It will be the Licensee's responsibility to ensure that the qualified environment is implemented and maintained. The Company shall not be responsible for the support of the Software in a non-qualified environment or if other software or systems are added to or run in conjunction with the qualified environment.
17. The Installation of updates for the Software is not covered within the scope of support.

Definitions:

"Super User" shall mean a member of the Licensee's organisation who has been appointed by the Licensee to take part on the Company's advance Software training course, and having subsequently passed that course, is certified by the Company to be a 'Super User'. The Super User shall be required, at the Company's discretion, to attend further advanced training Courses during the term of this agreement in order to retain their certification and keep up-to-date with new Software versions.

"Support Call" shall mean a call log via the Web Help Desk that is not related to Software code issues in the base Software code and requires unscheduled immediate attention. There is no guarantee from the Company that the Support Call will provide a resolution to any such issue. The purpose of a Support Call



is to provide reasonable assistance to the Licensee to try and help resolve issues related to the Software (i.e. hardware, data communications, networks, power failures, database corruption etc).

“Web Help Desk” shall mean the online help desk portal at <http://principalsystemsLtd.zendesk.com/login> (or as advised to the Licensee by the Company from time to time).

“Un-contracted Support” shall mean any support that is provided by the Company and which has not been purchased via a support contract. Un-contracted Support will be invoiced irrespective of the outcome of the support call.



Appendix 2 - Resilience/Disaster Recovery Overview & Options

The In-DEX application resides on a server running the Windows operating system. We do not supply or support either the server or the operating system/environment. As such neither of these are covered by our support and maintenance contract. However when a server fails, so too does the In-DEX system. While we give every assistance and make every effort in cases of emergency to help you recover from such a disaster, our time is billable and we cannot guarantee that you will recover your system. We can however help you to reduce the risk of failure and to improve your recovery in that event. We obviously do not want your system to fail or your business so prevention is better than cure.

The Scenario

So if your server fails and you have another one supplied to you, where is your latest copy of your IN-DEX system? How recent is your last database backup? Do you have a backup? These are all the question that will be asked in order to restore your system onto your replacement server. If the answer to these questions is “don’t have one”, then you have a serious problem and your system cannot be recovered which will provide you with a complete business failure.

In order to assist you in preventing such disaster, I will explain to you firstly the various potential points of failure that can occur within a system and some options to implement that can help you recover quickly and with minimal disruption. The option that you choose will be a balance between the cost of that option and the amount of downtime and data loss that you can afford to lose.

The diagram below explains the structure of your system:



The systems interact with each other as follows:

1. The In-DEX application sits on the Windows Operating systems and writes all of its data to the Progress Database, which also sits on top of the Windows Operating System.
2. The windows operating systems sits above the hardware and is responsible for controlling the hardware and running various applications such as In-DEX, Office, email Internet etc etc. It controls the disks, the use of memory and so on.

What can go wrong?

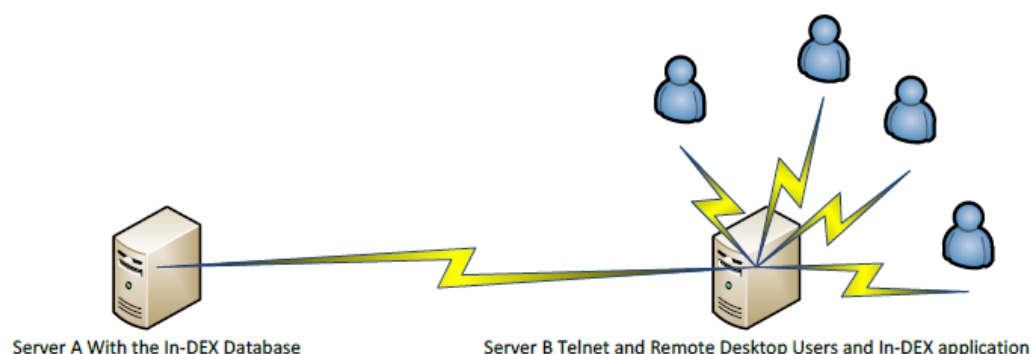
1. The server itself could fail; bad memory, a CPU failure, a power supply failure, RAID controller failure etc.
2. The hard disk drives in the server could fail resulting in a loss of all data.
3. The operating systems could become corrupt due to a virus, disk corruption of one of the key operating system files or a bug within the operating systems itself. When this happens things like "Blue Screen" appear and server will start but will not boot up.
4. The database could become corrupt usually due to bad blocks on the physical disk itself. The database is one large file that resides typically on one disk. Disks can become faulty and if that fault is where the database file resides, then the database will be rendered useless and all data lost within it at worst or at best a hand full of records within it are inaccessible.

How do you mitigate these risks?

Server Failure:

If the server fails, you would need to resort to having the server repaired and if you are lucky, the data on the disks might be ok. If not you would have to re-install all of your software, printers etc. and most importantly your database of the In-DEX data. The problem with this is that you may not have a server for several days. When you finally do have a server, you will have to go to the expenses of having everything re-installed and restored. Even if you have a nightly backup, you may have lost a whole days processing.

Recommendations: The best option here is to have a second server configured and ready to do the job of the other server should it fail. Some customers actually have 2 live servers one for running the RF gun telnet sessions and the user remote desktop logons and one for running the actual database. This gives a good performance boost as well as resilience. In the event server "A" fails, then you can restore you database (if necessary) and switch everyone to Server "B". The only problem here is that if the server with the database on it is gone, then you still may have to re-enter a day's work, provided that your backups are working and up to date. There also may be some downtime required while you make this server work for the entire organisation, probably no longer that a few hours though.



Disk Failure:

Disks are electromagnetic storage devices. They are literally disks covered with electromagnetic material so that when an electric field is passed over them it distorts the magnetic structure of the magnetic substance on the disk. This is done by a “head”. This same “head” can also read this disturbance and interpret it as data. The problem is that a disk is mechanical and is prone to wear and tear. Although they are very reliable these days, they are still the most common point of failure for a system. Once a failure occurs, the information contained on these disks is lost.

Recommendation:

The technology exists to make a copy of everything that is written to a disk to a backup disk. This technology is called RAID. It comes in many different levels. The different levels that you choose is a trade-off between storage capacity on the RAID set of disks and performance (obviously if you have to write something twice it will be slower). RAID 5 gives maximum capacity, but is quite slow. RAID 1 or RAID 10 is the best for performance. For the database a RAID 10 or 1 configuration is recommended. All servers running a system these days should be RAID configured.

Database Corruption:

Even though you have RAID and two servers etc. your database can still become corrupt. Unfortunately if you get a “bad block” on a disk, then the disk may still function, but a small area of the disk is unreadable. Even with RAID, the bad block is often copied to the RAID backup disk.

Recommendations:

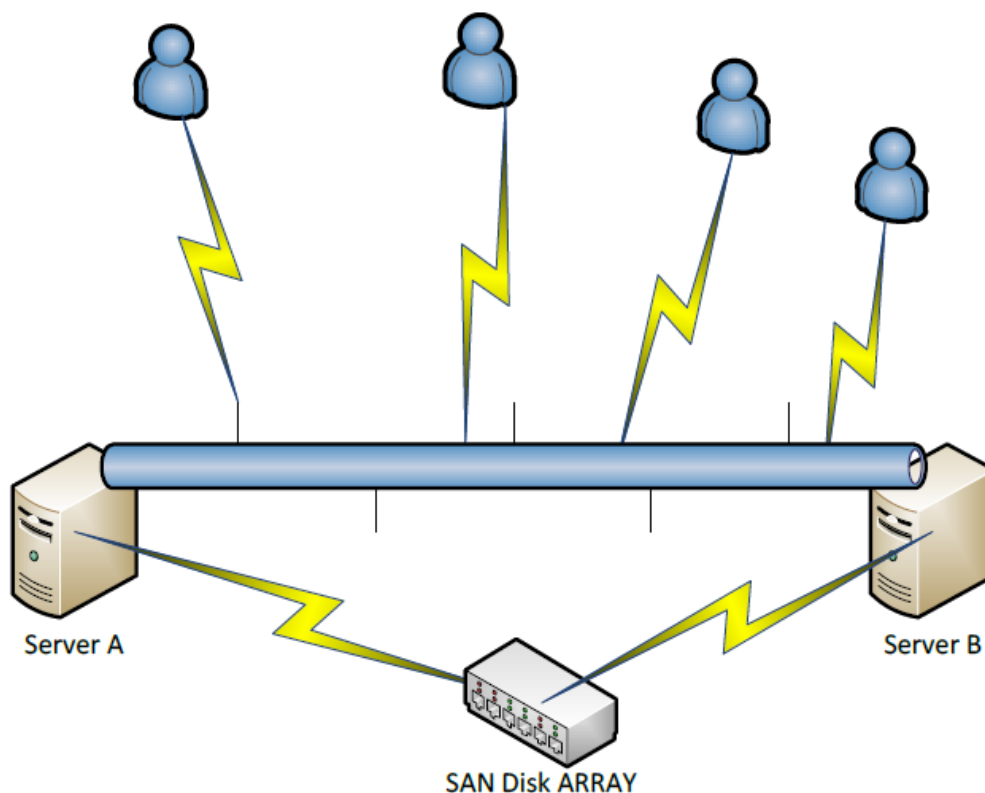
To mitigate this risk, you should have your database at least backed up nightly and the backups archived off in a Grandfather, Father, Son backup structure allowing you to go back to a backup file from a few days ago if necessary. The problem here is that sometimes this corruption is not detected because it may only accept one or two records in the database that are rarely accessed, so it could be that you may have to go back weeks to find a clean backup which is not good. The best option is “Database Replication”. There is a tool that you can buy call Fathom Replication for Progress databases. This is a piece of software that watches every transaction that is written to the database before it is physically written to the hard disk and copies it to another database on another server, thus insuring that you have



a 100% clean copy of the data stored in another database elsewhere. It also means that if your server crashes or your disks fail, then you have a 100% up to date copy of your database that can be deployed in minutes.

BEWARE: Your hardware vendors might suggest bit level copying tools such as Double-Take. While they claim these work with Progress Database, Progress does not and will not provide support for databases recovered using these tools, there reported cases of recovery failure. Also it will simply copy the bad database blocks to other server as it only copies once it is written to the hard disk. It is also extremely slow.

So add this to your RAID and your two servers, and then you have a system that will still take a few hours to commission, but will be bang up to date. The last thing you can do to remove the few hours downtime is to install your servers in a “cluster” environment. This is expensive, but what it entails is that your disks are stored in a separate storage unit. This unit has a fibre optic cable to both Server A and Server B. The cluster itself is given one single IP address and everything from users to printers etc points to this one IP address. The master server on the cluster is defined for example Server A. Server B then sits there waiting for Server A to fail. The minute that it does, Server B grabs the storage box and becomes the master server. The users are logged off, but by the time they logon again, the system is working like nothing has happened. Note: you still need your replication and RAID arrays for the reasons named above.





Alternative Options

You could also look at having your systems hosted in a data center or “On the Cloud”. We have a number of customers who use data centers and have been for the past 10 years. It works very well and provides the hardware resilience aspect of the above. It also gives you 24 * 7 protection and support for your environment. The issue is that you must have good reliable broadband and backup broadband.

Typically the charge is based on the solution and the number of users. You would still need to provide Fathom replication for the database.

Testing and monitoring

Even if you do implement these recommendations, it must be noted they are just that and there is still no guarantee that it will 100% work. In order to reduce this risk even further you must first test your failover plan to ensure that it works after installation. You then must monitor this solution. There is an old saying “you get what you INSPECT not what you EXPECT” This is no truer than with servers, backups and replication. Say for example you have a RAID configuration and all is well until one disk goes BANG! The system will give you warnings and flash red lights, but what if there is nobody there to see the warnings or red lights!! Then next thing to happen is the last good disk goes bang and then you have two failed disks and no data. Similarly with backups, if you do not check that your backups worked then you cannot rely on these.

Therefore you must have a daily routine that follows a simple set of checks that you tick off and sign EVERY DAY. Your hardware supplier should show you how to do this after they have completed the installation and testing.

Conclusion

You must ensure that you enact on all or part of these recommendations. We are more than happy to review and discuss these options as part the System Requirements Definition (SDR).



Appendix 3 – Label & Ribbon Specifications

Printing and Label is a complex area and requires a detail discussion with PSL. Simple things like, the incorrect core dimensions, wrong glue type can prevent labels being printed and all the consequence of same.

Prior to ordering any labels PSL would recommend that samples are obtained.

Below is not an exhaustive list but are some recommendations.

<u>RACKING LABELS – ZM400 Fixed Printer</u>	
Label Specification:	Polyethylene (PE for short) or Polypro (PP for short)
	These are a plastic type label which is very hard to rip
	Note: They can only be printed via a Fixed Label printer and not a portable label printer
Label Size:	This is according to racking size. Do not choose a label size that is too wide for the beam
	PSL suggestion is 6 inch x 4inch X 1,000 per roll
Core Size:	3"
Label Colour:	This depends on racking colour.
	PSL suggest if racking is orange then White labels, if not Yellow Wash
Glue:	If a cold store environment always request Cold Store Specification Glue
Ribbon Type:	Wax Resin

PALLET LABELS – ZM400 Fixed Printer



Label Specification	Normal Labels Specification
Label Size:	PSL suggestion is 6 inch x 4inch X 1,000 per roll
Core Size:	3"
Label Colour	PSL suggest yellow wash as Black Ink from Printer stands out
Glue:	If a cold store environment always request Cold Store specification Glue
Ribbon Type:	Thermal Transfer Ribbon

<u>PALLET LABELS PRINTING FROM A PORTABLE LABEL PRINTER – ZEBRA QL420 OR RW420</u>	
Label Specification	Normal Label type but there must be a black dividing/magnetic line on the back of the labels to distinguish the label end.
Label Size:	PSL suggestion is 6 inch x 4inch
Core Size:	QL420 19.1mm / RW420 19mm
Label Colour	PSL suggest yellow wash as Black Ink from Printer stands out
Glue:	If a cold store environment always request Cold Store specification Glue
Ribbon Type:	None – Terminal Transfer

For a full specification refer to:

ZM400 Fixed

http://www.zebra.com/id/zebra/na/en/index/products/printers/industrial_commercial/zm400.1.tabs.html

QL420 Portable

http://www.zebra.com/id/zebra/na/en/index/products/printers/mobile/ql_420_plus.1.tabs.html

RW420 Portable

<http://www.zebra.com/id/zebra/na/en/index/products/printers/mobile/rw420.1.tabs.html>



Appendix 4 – Two Way Non-Disclosure Agreement

PRINCIPAL SYSTEMS LTD. TWO WAY NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made with effect from the 08/02/2013 **BETWEEN** «Company_Name» and Principal Systems Ltd., an Irish registered company having its registered office at 56 Pembroke Road, Ballsbridge, Dublin 4.

RECITALS

The Confidential Information of the Discloser is being disclosed for the purpose of permitting the Recipient to provide a professional service for Discloser ("the Purpose") and shall not be used for any other purpose. The Discloser has agreed to provide to the Recipient Confidential Information relating to the Discloser's business and in consideration of such disclosures, the receipt and sufficiency of which is hereby acknowledged, the Recipient and the Discloser have agreed to the terms set out herein.

1. Definitions

"Confidential Information" shall mean any information in whatever form disclosed by the Discloser whether orally or in writing or whether eye readable, machine readable or in any other form including, but not limited to, formulas, computer programs, databases, mask works, technical drawings, algorithms, trade secrets, patents, patent applications, technology, circuits, layouts, names and expertise of employees and consultants, know-how, designs, interfaces, materials, formulas, processes, ideas, inventions (whether patentable or not), schematics, software and other technical, business, financial, customer, supplier and product development plans, forecasts, strategies and information which:

- (i) In the case of any document is marked as being "Confidential" or "Proprietary" or;
- (ii) In the case of information disclosed orally, is identified by the Discloser at the time of disclosure as being disclosed in confidence and is confirmed in writing thirty [30] days after the date of disclosure or ; or
- (iii) By its nature is obviously confidential or proprietary information of the Discloser, whether marked as being so or otherwise.

2. Undertakings

The Recipient hereby undertakes with the Discloser as follows:

- 2.1 To maintain the Confidential Information in strict confidence and in trust for the Discloser and, save as provided herein, not to divulge any of the Confidential Information to any third party and in addition not to communicate, indicate or suggest to any third party the existence of the Purpose;
- 2.2 To disclose Confidential Information only to its employees who have a strict need to know the Confidential Information and who are bound by written confidentiality obligations not less restrictive than those contained herein and which are at all times sufficient to protect the confidential nature of the Confidential Information;
- 2.3 To be responsible for any breach of the terms of this Agreement by its own employees;



- 2.4 To protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own similar confidential information of a similar nature and value and to prevent any use not authorized herein.
- 2.5 That the Discloser retains all right, title and interest in and related to any Confidential Information disclosed hereunder (including without limit all copyright, patent, trade secret, trademark and all other intellectual property rights therein) and further that the disclosure of the Confidential Information shall not be deemed to confer any proprietary rights upon the Recipient nor shall such disclosure be construed as granting any license of intellectual property rights of the Discloser to the Recipient;
- 2.6 To confirm to the Discloser in writing at any time on request that it has complied with the provisions hereof;
- 2.7 Not to make use of the Confidential Information other than for the Purpose;
- 2.8 That it will destroy all Confidential Information, received in tangible form, upon the completion of the Purpose and will confirm, by written notice to Discloser, its compliance with this section 2.8;
- 2.9 That it shall not at any time reverse engineer, decompile or disassemble any software disclosed pursuant to this Agreement and that it shall not remove, overprint or deface any notice of patent, copyright, trademark or other notices of ownership from any originals or copies of Confidential Information;
- 2.10 If the Recipient is required to disclose Confidential Information to a Government body or court of law, Recipient agrees to give Discloser notice so that Discloser may contest the disclosure or obtain a protective order.

3. Acknowledgement and confirmation

The Recipient hereby further acknowledges and confirms to the Discloser as follows:

- 3.1 That the Confidential Information is proprietary information of the Discloser the disclosure of which could adversely affect the Discloser and result in economic harm;
- 3.2 That Confidential Information is disclosed "AS IS" and that the Discloser nor any of its respective advisers nor any of its shareholders, agents, officers or employees accept responsibility or liability for or make any representation, statement or expression of opinion or warranty, express or implied, with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection therewith;
- 3.3 That damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other rights or remedies that the Discloser may have against the Recipient the Discloser shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement;
- 3.4 That this Agreement contains the entire agreement between the Parties and supercedes all prior oral, or written representations, understandings or agreements. Any changes to this Agreement must be agreed in writing by both Parties. Each clause of this Agreement is severable if deemed void, illegal or unenforceable by a court or competent authority;
- 3.5 That entry into this Agreement shall not place any obligation on either of the Parties to enter into any further binding agreement(s).



4. Exemption

The above undertakings shall not apply to Confidential Information which: -

- 4.1 Is or become publicly available other than as a result of a breach of this Agreement or becomes lawfully available to the Recipient from a third party free from any confidentiality restriction; or
- 4.2 Was already in the possession of the Recipient (as shown by its pre-existing written records) before it was disclosed it to the Recipient;
- 4.3 Was independently developed by Recipient without use of the Confidential Information;
- 4.4 The Recipient is required to disclose;
 - (a) By law;
 - (b) By any rule or regulation of any stock exchange;
 - (c) By any Court procedure; or
 - (d) By any rule or regulation of any governmental or other competent authority,Provided that, so far as is practicable to do so, the Recipient shall consult with the Discloser prior to such disclosure with a view to agreeing its timing and content.

5. Independent Development

Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products or technologies, or have products or technologies developed for it, that, without breach of this Agreement, compete with the products or technologies contemplated by Discloser's Confidential Information.

6. Term

This Agreement shall terminate one (1) year from the date written above or may be terminated by either Party (without cause or penalty) by providing 30 days written notice. The obligations and undertakings contained herein shall continue for a period of three (3) years the date of disclosure of Confidential Information pursuant to this Agreement.

7. Jurisdiction and Governing Law

This Agreement and any disputes, claims or proceedings arising out of or in any way relating to this Agreement shall be governed by the laws of Ireland.

Except where urgent interlocutory relief is required, the Parties agree that any controversy, claim, dispute or misunderstanding arising out of or relating to this Agreement shall first be referred to one or more equal numbers of executive officers of the Parties. Such officers will meet and negotiate in good faith in an attempt to amicably resolve such controversy, claim, dispute or misunderstanding in writing.

The Irish courts shall have exclusive jurisdiction for the purpose of any proceedings arising out of or in any way relating to this Agreement.



8. Signature

IN WITNESS whereof this Agreement is effective from the date first written above:

SIGNED FOR AND ON BEHALF OF ANOTHER

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SIGNED FOR AND ON BEHALF OF PRINCIPAL SYSTEMS LTD.:

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____



Appendix 5 – Purchase order Confirmation

«Company Name»

WE hereby agree pricing as detailed In Section 7.1 through 7.6 inclusive of payment terms – price terms exclusions and conditions.

Signature: _____

Position: _____

Date: _____

**We have read and fully understood this document and agree to the associate Terms and conditions
Appendix-1**

Signature: _____

Position: _____

Date: _____



Appendix 6 – Application to Open Credit Account

Principal Systems Ltd is pleased to welcome «**COMPANY_NAME**» as a customer.

To facility us to open an Account please complete in full to avoid delays in processing

Company/Trading Name: _____

Address: _____

Telephone No: _____ Fax No: _____

Name(s) of Proprietors/Directors: _____

Accounts Contact: _____

VAT Registration No: _____

Company Registration No: _____

Trade References:

Names/Addresses of Trade Reference:

1. _____ 2. _____

Bank Reference

Bank Name: _____

Sort Code: _____

Account No: _____



Address: _____

Payment Method:-

Cheque ☐

Electronic Banking ☐

Do you operate a Purchase Order System? Yes ☐ No ☐

In the event of credit facilities being granted, please confirm your adherence to our monthly terms, which are a maximum of 30 days from date of invoice:

Signature: _____

Position: _____

Date: _____

Principal Systems Bank Details

Euro Bank Details	Sterling Bank Details
AIB 69/71 Morehampton Road Dublin 4 Ireland Principal Systems Limited No 1 Current Account Sort 93-10-39 Account 27070-011 IBAN IE35 AIBK 9310 3927 0700 11 BIC AIBKIE2D	AIB ST Helens 1 Undershaft London EC3A 8AB Principal Systems Limited GBP Current Account Sort 23-85-90 Account 04691-087 IBAN GB09 AIBK 2385 9004 6910 87 BIC AIBKIE2D

