

Kafeneon Service – Terms of Use for Organisations

1. Introduction

In consideration of the Customer's agreement to the terms of this Agreement, Yorcard will provide the Customer with the Service. By registering for and using the Service, the Customer agrees to be bound by these Terms of Use ("Agreement").

2. Definitions

Action List means a list of cards and related action codes identified by shell or Product instance, downloaded to POSTs. The action associated with the shell or product will be executed when the shell or product is encountered.

Client means the software application (where provided by Yorcard termed Espresso) which accesses the Service.

Control means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly.

Customer means the recipient of the Service.

Effective Date means the date on which the Service is available for use by the Customer.

Fees means the charges by Yorcard for subscription to or use of the Service.

First Order Date means the date upon which the Customer receives its first order for Clients which will use the Service.

Hot List means a list of Smartcards, Products or items of equipment where a transaction requires immediate action such as blocking a card upon presentation at a POST.

Initial Payment means the payment as defined on the Order Form to be invoiced on the First Order Date.

ISAM means ITSO Security Application Module, a contact smart card which is embedded in every POST (q.v.) and manages security, Hot Lists / Action Lists and ticket product definition in the ITSO smart ticketing scheme.

Order Form means the Yorcard order form or forms and any ancillary Yorcard terms completed and processed by and with Customer to sign up for the relevant Service.

POST means a Point of Service Terminal where the Smartcard is read/written to (as appropriate) to add Products or value, to check the validity of Products or to modify/remove Products and or value. A POST contains an ISAM and includes retail devices, card personalisation devices, electronic ticket machines, electronic gates, kiosks, validators and so on.

Product means any type of ITSO Product Entity (IPE) issued by the Product Owner.

Service means:

- i. Yorcard's implementation of its ITSO remote POST specification,
- ii. Retail services which enable the Client to sell and fulfil ITSO ticketing products and associated materials.

Smartcard means any ITSO certified Customer Media type. Normally embodied in an ISO/IEC ID1 format card (i.e. credit card style).

Software means the computer programs used to deliver the Service as updated from time to time by new releases/updates.

Source Code means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software;

Term means the Initial Term or any Renewal Term, as defined in Section 7 below.

Transaction means an instance where payment is collected by the Client for any ITSO product requested and the ITSO product is loaded to a smartcard through the Service.

Week Day means the days of the week from Monday to Friday excluding public bank holidays in England and Wales.

Yorcard means Yorcard Limited (a company incorporated in England and Wales under company number 06135165) of 11 Broad Street West, Sheffield, S1 2BX.

3. Terms of Service

3.1. **Terms of Service.** The Customer acknowledges and agrees to the terms of use of the Service herein. The Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service will be subject to this Agreement.

3.2. **Customer Must Have Internet Access.** In order to use the Service, the Customer must have or must obtain access to the internet, either directly or through devices that access Web-based content. The Customer must also provide all equipment necessary to make such (and maintain such) connection to the internet.

3.3. **Email and Notices.** The Customer agrees to provide Yorcard with the Customer's email address, to promptly provide Yorcard with any changes to the Customer's email address, and

to accept emails (or other electronic communications) from Yorcard at the email address the Customer specifies. Except as otherwise provided in this Agreement, the Customer further agrees that Yorcard may provide any and all notices, statements, and other communications to the Customer by email.

- 3.4. **Licence Keys and Certificates.** Before the Customer uses the Service it must assign this licence to a Client using a licence key and certificate. Licence keys and certificates (and other appropriate authentication details) are assigned by Yorcard to the Customer following completion of the Order Form.
- 3.5. **Transmission of Data.** Yorcard employs security measures designed for the protection of information and data (see Yorcard's Security Policy). However, the Customer understands that the technical processing and transmission of the Customer's electronic communications is fundamentally necessary to the Customer's use of the Service. The Customer agrees that Yorcard is not responsible for any electronic communications and/or the Customer's data which are lost, altered, intercepted or stored without authorisation during the transmission of any data whatsoever across networks not owned and/or operated by Yorcard.
- 3.6. **Hotlist Management.** Hot Lists and Action Lists are configurable by the Customer in accordance with Yorcard's *Hotlist Management Strategy (YOR0056)*.
- 3.7. **Proprietary Rights.**
 - 3.7.1. The Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The Customer further acknowledges and agrees that content or information presented to the Customer through the Service or by advertisers may be protected by copyrights, trademarks, patents or other proprietary rights and laws.
 - 3.7.2. Each party retains all right, title and interest in its data, information and intellectual property rights, and nothing in this Agreement is intended to transfer or diminish such rights. The parties further acknowledge and agree that as between the parties, Yorcard owns all right, title, and interest in the Service and underlying software and proprietary and intellectual property rights therein. The use, by the Customer as licensee, of any of these rights is authorised only for the purposes set forth herein and upon expiration or termination of this Agreement for any reason such authorisation will cease.
- 3.8. **Confidentiality.** Except as expressly and unambiguously permitted hereunder, each party shall hold in confidence and not use or disclose any documents, data or information disclosed by the other party that are marked as confidential or proprietary, or if disclosed verbally, reduced to writing and marked confidential within thirty (30) days after the date of disclosure ("Confidential Information"). Confidential Information will also include the software, documentation and any new product or service information. Each party shall treat the other party's Confidential Information with at least the same degree of care it uses to prevent

unauthorised disclosure or use of its own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any documents, data or information that the recipient can prove is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (i) is known by the receiving party at the time of disclosure as evidenced by its records; (ii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iii) is independently developed by the receiving party without any breach of this Agreement; (iv) is the subject of a written permission to disclose provided by the disclosing party; (v) is disclosed in response to a valid order of a court or other governmental body in the jurisdiction in which the confidential information is required to be disclosed; provided, however, that the receiving party shall first have given notice to the disclosing party; or (vi) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Access to the Confidential Information is limited to employees and agents of the receiving party who have a legitimate "need to know" the information for their performance of this Agreement, who have been advised of the confidential nature thereof and who have agreed in writing, as a condition of employment, engagement or otherwise, to protect the Confidential Information with terms no less than are imposed by this Agreement.

3.9. **Assignment.** Yorcard may assign its rights in this agreement to any third party as it determines in its absolute discretion.

3.10. **Service Rules.**

3.10.1. The Client shall access the Service as defined in the *Kafeneon Service Usage Specification (YOR0150)*.

3.10.2. The Customer agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots", "spiders" and "offline readers" to access the Service in a manner that sends more request messages to Yorcard's servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Yorcard grants the operators of public search engines revocable permission to use spiders to copy any materials (which includes but shall not be limited to logos, text and data) from yorcard.co.uk for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at Yorcard's sole discretion an unreasonable or disproportionately large load on Yorcard's infrastructure; (vi) uploading viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting

the Customer's affiliation with a person or entity, conducting fraud, hiding or attempting to hide the Customer's identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorised by the Service; or (xii) bypassing the measures Yorcard may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

3.10.3. Yorcard may, without prior notice, change the Service; stop providing the Service or features of the Service, to Customers or to users generally; or create/change usage limits for the Service. Yorcard may permanently or temporarily terminate or suspend Customer access to the Service without notice and liability for any reason, including if in Yorcard's sole determination the Customer breaches any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, the Customer continues to be bound by this Agreement.

4. Restrictions and Responsibilities

4.1. The Customer agrees that it will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, software, documentation or data related to the Services ("Software"); modify, translate, or create new applications based on the Services or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; or remove any proprietary notices or labels. The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with this Agreement and all applicable laws [including but not limited to laws related to spamming, privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation]. The Customer hereby agrees to indemnify and hold harmless Yorcard against any damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees) in connection with any claim or action that arises from an alleged breach of the foregoing or otherwise from the Customer's use of the Services.

4.2. The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, web services, long distance and local telephone service (collectively, "Equipment"). The Customer shall be responsible for ensuring that such Equipment and services are compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications specified by Yorcard. The Customer shall also be responsible for maintaining the security of the Equipment, the Customer's account, ancillary services, licence keys and certificates (including but not limited to authentication details) and files, and for all uses of the Customer account, Services or the Equipment with or without the Customer's knowledge or consent.

5. Fees, Billing and Renewal

- 5.1. Unless otherwise indicated by Yorcard, Fees are payable and remitted to Yorcard, as further described in this paragraph immediately below and the Order Form. Yorcard charges and collects the Initial Payment in advance for use of the Service. Yorcard will issue an invoice annually in arrears for the Fees with the exception of the Initial Payment which will be invoiced on the First Order Date.
- 5.2. Payments made by the Customer under this Agreement exclude any taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Yorcard, the Customer must pay to Yorcard the amount of such taxes or duties in addition to the Fees under this Agreement. Notwithstanding the foregoing, the Customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In such event, the Customer shall have the right to provide to Yorcard with any such exemption information and Yorcard will use reasonable efforts to provide such invoicing documents as may enable the Customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

6. Non-Payment and Suspension

All payments for Fees shall be due according to the terms in Section 5 (Fees, Billing And Renewal) and shall be deemed to be in arrears if not received by the due date. In addition to any other rights granted to Yorcard herein, Yorcard reserves the right to suspend or terminate this Agreement and the Customer's access to the Service if the Customer's account falls into arrears. Yorcard reserves the right to charge interest on any sums which are in arrears at the rate of 3% above the base rate of the Bank of England from the due date until the date of payment plus all costs, fees and expenses incurred by Yorcard (including any professional appointed by Yorcard) in the recovery or attempted recovery of the arrears and interest. The Customer will continue to be charged Fees and interest during any period of suspension. If the Customer or Yorcard initiates termination of this Agreement, the Customer will be obliged to pay the balance due on account computed in accordance with this Section and the Fees, Billing and Renewal Section above. The Customer agrees that Yorcard may bill the Customer for such unpaid Fees and charges.

7. Term and Termination

- 7.1. This Agreement commences on the Effective Date. Unless earlier terminated under Sections 6 or 7, this Agreement will automatically renew at the end of the initial Term specified in the Order Form (the "Initial Term") and any Renewal Term for successive renewal terms equal to one year (each "Renewal Term") at Yorcard's then current rates, unless a different rate is specified in the Order Form. Either party may terminate this Agreement, effective only upon the expiration of the then current Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following Term.

- 7.2. Any breach of the Customer's payment obligations or unauthorised use of the Service (including any breach of section 9.1) will be deemed a material breach of this Agreement. Yorcard, in its sole discretion, may inhibit the Customer from accessing the Service and terminate this Agreement if the Customer breaches or otherwise fails to comply with this Agreement.
- 7.3. Yorcard may terminate this agreement if there is a change in Control of the Customer where the change in Control leads or is likely to lead to a material adverse impact on the Services or on Yorcard's reputation or to which Yorcard objects, except where Yorcard:
- 7.3.1. has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
 - 7.3.2. has not served its notice within 6 months of the later of the date the change of Control took place or the date on which Yorcard was given notice of the change of Control.
- 7.4. Sections 2 (Definitions), 3 (Terms Of Service), 4 (Restrictions And Responsibilities), 5 (Fees, Billing And Renewal) (surviving until all Fees and charges are paid and Customer responsibilities fulfilled), 6 (Non-Payment And Suspension) (surviving until all Fees and charges are paid), 7 (Term And Termination), 9 (Assignment, Successors and Assigns), 11.2 – 11.3 (Indemnity), 12 (Disclaimer Of Warranties), 13 (Exclusion Of Damages And Limitation Of Liability), and 16 (General Provisions), shall survive expiration or termination of this Agreement.

8. ISAMs

- 8.1. The Customer shall supply the ISAMs unless separately agreed with Yorcard.
- 8.2. Yorcard shall estimate the number of ISAMs required. If the number of ISAMs does not provide the Service Level, defined below, on ten consecutive Week Days, Yorcard shall carry out investigations to identify the required number of ISAMs to provide the Service Level.

Service Level	The 90 th percentile of the time from when the Client requests an update to an ITSO smartcard to when the update to the ITSO smartcard is complete shall not exceed 3.0 seconds.
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If the Service Level is not met due to insufficient ISAMs Yorcard shall request further ISAMs from the Customer to meet the Service Level. If the reason is not dependent on ISAMs Yorcard shall use reasonable endeavours to ensure the Service consistently meets the Service Level.

9. Assignment, Successors and Assigns

- 9.1. The Customer shall not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of Yorcard, and any attempted assignment or transfer in breach of the foregoing will be void. This Agreement will be for the benefit of the permitted successors and assigns, and will be binding on heirs, legal representatives and permitted assignees
- 9.2. In the event that the Customer becomes aware of any potential change of Control affecting the Customer's business, the Customer shall:
 - 9.2.1. notify Yorcard of the same immediately and in any event before the occurrence of any change of Control; and
 - 9.2.2. procure that Yorcard shall have the opportunity to consult with the Customer and any potential purchaser of the Customer's business prior to the occurrence of any change of Control in order to discuss the potential impact of the change of Control on the performance of the Services and/or Yorcard.
- 9.3. Yorcard shall, not less than 10 Working Days from the Effective Date, deposit the Source Code of the Software, all supporting software and documentation required to maintain the Service in escrow with SYPTE on the basis of the appropriate standard terms for such deposit. Yorcard shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited Software is kept up-to-date from time to time as modified or upgraded.
- 9.4. In circumstances where the Customer obtains a release of the Source Code from escrow, Yorcard hereby grants to the Customer a perpetual, assignable, royalty-free, non-exclusive licence to Use, modify, publish, enhance, sub-licence and/or support the Source Code version of the Software.

10. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Yorcard represents and warrants that it will use commercially reasonable efforts to provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and substantially in accordance with the online Yorcard help documentation under normal use and circumstances. The Customer represents and warrants that the Customer has not provided any false information to gain access to the Service and that billing information is correct.

11. Indemnity

- 11.1. Yorcard shall indemnify the Customer in respect of all costs, losses and direct damages finally awarded to a third party to the extent they arise out of a claim that the Service as delivered to

the Customer infringes a third party's registered UK patent or copyright. The Customer will be entitled to this indemnity only if:

- 11.1.1. The Customer notifies Yorcard in writing within ten (10) working days of the date the Customer first becomes aware of a claim;
- 11.1.2. Yorcard has sole control of the settlement, compromise, negotiation and defence of any such action; and
- 11.1.3. The Customer gives Yorcard all reasonably available information and assistance. Yorcard may, at its option, obtain the right to continued use of the Service, substitute another equivalent Service, or modify the Service so it is no longer infringing, or if none of the foregoing remedies are commercially feasible in Yorcard's sole discretion, terminate the Customer's right to the allegedly infringing Service and refund to the Customer a pro rata portion of the amount which the Customer has paid for such Service.

PROVIDED THAT: this indemnity will not apply to any infringement claim arising from modification of the Service by parties other than Yorcard, or combination of the Service with hardware and/or other software and/or ancillary services, or use of the Service other than in accordance with Yorcard's instructions; and THIS INDEMNITY SETS OUT YORCARD'S SOLE OBLIGATION AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

- 11.2. The Customer shall indemnify Yorcard in respect of all costs, losses and direct damages awarded to a third party to the extent they arise out of the Customer's infringement of any third party rights, or breach of any provision of this Agreement, or making representations or warranties regarding the Service to other third parties. Yorcard agrees that:

- 11.2.1. It shall provide written notice promptly after it first becomes aware of a claim;
- 11.2.2. The Customer shall have sole control of the settlement, compromise, negotiation and defence of any such action; and
- 11.2.3. It shall give the Customer all reasonably available information and assistance.

Yorcard shall have the right to participate in the defence or settlement with Counsel of its own choosing at Yorcard's expense, provided however that the same shall be at the Customer's expense if the Customer fails, in the reasonable opinion of Yorcard, to put on an adequate defence of Yorcard.

- 11.3. The Customer shall indemnify Yorcard against all claims from third parties which result from malfunction or fraudulent use of the Customer's processes, software or hardware.

12. Disclaimer of Warranties

Yorcard and its licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or any content therein or generated therewith. Yorcard and its licensors do not represent or warrant that (a) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Service will meet the Customer's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by the Customer through the Service will meet the Customer's requirements or expectations, (e) errors or defects will be corrected, or (f) the Service or the server(s) that make the Service available are free of viruses or other harmful components. Except for the express warranties in section 10, the Service and all content is provided to the Customer strictly on an "as is" basis; all other conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by Yorcard and its licensors to the maximum extent permitted by applicable law.

13. Exclusion of Damages and Limitation of Liability

Except in respect of liability for death or personal injury in no event will Yorcard's aggregate liability under any claims arising out of this agreement exceed the Fees paid by Customer to Yorcard during the twelve (12) month period preceding the initial event resulting in such claims. Yorcard will not be liable for lost profits or for special, indirect, incidental or consequential damages, regardless of the form of action, even if Yorcard is advised of the possibility of such damages. These limitations are cumulative for all claims howsoever arising under all agreements, and shall apply to the maximum extent permitted by law.

14. Intellectual Property Rights

- 14.1. Subject to the provisions of this clause 14 neither party shall acquire any title, right, or interest in or to the Intellectual Property Rights ("IPRs") of the other party or its licensors.
- 14.2. Yorcard hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a non-exclusive, assignable and royalty free licence to use the Service for the Term.
- 14.3. To the extent that the Service involves the development by Yorcard of any new software or other materials, and unless expressly stated otherwise in this Agreement or the relevant Order Form, Yorcard hereby grants to the Customer a , non-exclusive, assignable, royalty free and global license to use all Intellectual Property Rights in such software or other materials together with any other IPRs that are embedded in the software or other materials for any purpose connected with the effective use of the IPRs in such software or other materials for the Term.

- 14.4. Without prejudice to clause 14.3, Yorcard hereby grants to the Customer a non-exclusive, royalty-free, assignable licence to use all such materials used in connection with the provision of the Service and all IPRs for the Term.
- 14.5. Yorcard acknowledges that all IPRs in any data, documentation or software made available to Yorcard by the Customer shall as between the Customer and Yorcard vest in the Customer or its licensors and the Customer grants Yorcard a non-exclusive, royalty-free licence during the term of this Agreement to use such data, documentation, software or other materials to the extent strictly necessary to provide the Services.
- 14.6. No IPRs in the trade marks or brands of Yorcard shall be used by the Customer without Yorcard's prior written consent.
- 14.7. In the event of the termination or expiry of this Agreement and/or an Additional Services Order Form, the licence to use the Customer IPRs referred to in clause 14.5 shall terminate automatically.

15. Escrow

- 15.1. Yorcard shall, not less than 10 Working Days from the Effective Date, deposit the Source Code of the Software and all supporting software and documentation required to maintain the Service in escrow with the South Yorkshire Passenger Transport Executive on the basis of the appropriate standard terms for such deposit. Yorcard shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited Software is kept up-to-date from time to time as modified or upgraded. Yorcard shall pay the initial storage fees under the escrow agreement and the release fee. In the event that Yorcard does not comply with this clause 15.1 no further Charges shall be payable by the Customer.
- 15.2. In circumstances where the Customer obtains a release of the Source Code from escrow, Yorcard hereby grants to the Customer a perpetual, assignable, royalty-free, non-exclusive licence to Use, modify, publish, enhance, sub-licence and/or support the Source Code version of the Area.

16. General Provisions

This Agreement is governed by the laws of England and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of England. This Agreement, including all Order Forms provided by and entered with Yorcard in connection herewith, constitutes the entire agreement between the parties with regard to its subject matter, supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between the parties, whether oral or written, shall apply in lieu of the terms or conditions in any Customer purchase order or other order documentation (all such terms or conditions shall be null and void), and there are no other agreements, representations, warranties, or commitments which may be relied upon by either party. Neither party shall be liable hereunder by reason of failure or delay in

the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labour conditions, or any other cause which is beyond the reasonable control of the party. If a court of competent jurisdiction finds any provision hereof invalid or unenforceable, that provision will either be amended to achieve as nearly as possible the intent of the parties, or if amendment is not possible the offending provision shall be deemed struck out, and the remainder of this Agreement will remain in full force and effect. The captions and headings in this Agreement are for convenience only and shall not affect the construction and interpretation of any provision of this Agreement. Where this Agreement is executed in hard copy and not entered into by on-line acceptance, this Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. In the event of a conflict with the provisions of this Agreement, the provisions in any Order Form shall govern.

Kafeneon Order Form

Any Client which connects to the Kafeneon Service requires licence keys and certificates. Terms of use accompany this Order Form and can also be found at <http://www.yorcard.co.uk>

Number of Clients: for an Initial Term of three years

Table of Fees

	Fee	Invoice date
Initial Payment	£15,000	First Order Date
First 100,000 Transactions per annum	1% of the value of each transaction minimum annual payment £7,500	On each anniversary of the First Order Date
Above 100,000 Transactions per annum	0.5% of the value of each transaction	On each anniversary of the First Order Date

Signed for and on behalf of **Yorcard Limited**

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Date

Company Secretary

Signed for and on behalf of

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Date

Authorised signatory