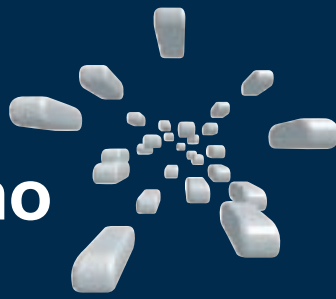


domo



COFDM - WIRELESS, DIGITAL, VIDEO, AUDIO, TELEMETRY & IP PRODUCTS



Loan Account Agreement



Loan Account Agreement

THIS AGREEMENT is made the day of 5 October 07

BETWEEN: domo Ltd, 2 Manor Court, Barnes Wallis Road,
Segensworth, Hampshire, PO15 5TH

and (The user')

IT IS HEREBY AGREED as follows between the parties hereto:-

1. The goods set out in Schedule 1 attached hereto ('the Goods') are supplied by **domo** to the User on loan only for the purposes set out in Schedule 2 attached hereto ('the Purposes') and title in and to the Goods shall remain with **domo** at all times, unless and until the prior written permission of **domo** has been obtained in accordance with clause 8 hereof to sell or otherwise part with the Goods or use them for purposes other than the Purposes.
2. The Goods will at all times be clearly marked in the following manner or as otherwise notified 'Demo Use Only'
The User will under no circumstances alter, deface or obliterate any of these markings.
3. The User will allow **domo** access to the Goods at all times and will permit **domo** access to its premises at which the Goods are kept during normal business hours on giving 24 hours notice to enable **domo** to inspect and/or remove the Goods.
4. The Goods will be kept by the user at the Location set out in Schedule 3 hereto. The Goods will not be removed from the Location without the prior written consent of **domo** (except as agreed in schedule 2).
5. The User undertakes to fully indemnify **domo** for any damage, loss or fault that may occur during the period of this Agreement excepting damage attributable to fair wear and tear or defective workmanship. The User further undertakes not to modify or repair the Goods in any way whatsoever.
6. The Goods are supplied to the User for a period advised in **Demo Delivery Note** provided always that this Agreement can be terminated by **domo** on giving 24 hours written notice to the User of such termination. On the expiry of such notification the User will either allow **domo** access to the Location to collect the goods or will, at **domos'** request, return the Goods to **domo** to the address and in the manner to be notified to the User at their cost.
8. If at any time during the period of the loan the User wishes to sell the Goods or to use them for purposes other than the Purposes described in Schedule 2, the User will first obtain **domos'** prior written consent and in the case of a sale to a third party or purchase by the User will undertake to account to **domo** for the proceeds of sale or purchase.
9. The User will keep **domo** fully advised of any changes in the User's address or circumstances during the duration of this Loan Agreement.
10. The User undertakes that at no time will it hold itself out as owner of the Goods but will in all dealings with third parties make it clear that title to the Goods remains with **domo**.
11. **The User is responsible for returning the product in its original packaging.**

If any damage occurs or if any repair is necessary the User will immediately notify **domo** who will arrange for any necessary work to be done.

FOR FURTHER INFORMATION, CALL DOMO ON +44 (0)1489 566 750



Loan Account Agreement

SCHEDULE 1

Demo Delivery Note

SCHEDULE 2

The Purposes

1. Use as a demonstration model which shall include usage for actual demonstrations at places including but not limited to schedule 3.

OR

2. Use as a display model at the users premises and/or at a recognized exhibition or show which shall not include usage for actual demonstration purposes without the prior written consent of the Owner.

OR

3. Use on OEM equipment for development and/or demonstration purposes.

OR

4. Other - please specify.

SCHEDULE 3

The Location

(Where the Goods are to be kept)

Domo Ltd • 2 Manor Court, Barnes Wallis Road, Segensworth, Hampshire, PO15 5TH, UK
t +44 (0)1489 566750 • **f** +44 (0)1489 880538 • **e** info@domo.co.uk • www.domo.co.uk