

DATED 25th MAY 2009

EXPANSYS PLC (1)

and

DATA SELECT LIMITED (2)

**DEED OF GUARANTEE AND INDEMNITY**

Stephens Scown  
Curzon House  
Southernhay West  
Exeter EX1 1RS

(Tel: 01392 210700)  
(ref: JAK)

**DEED OF GUARANTEE AND INDEMNITY** dated 25th May 2009

**1. PARTIES**

1.1 EXPANSYS PLC a company incorporated in England and Wales with registered number 03593277 and whose registered office is at 3 Hardman Square, Spinningfields, Manchester M3 3EB as guarantor and indemnifier ("**Guarantor**").

1.2 DATA SELECT LIMITED a company incorporated in England and Wales with registered number 03662640 and whose registered office is at Network House, Third Avenue, Globe Park, Marlow, Bucks SL7 1LY ("**Lender**").

**2. BACKGROUND**

The Guarantor is the holding company of Expansys UK Limited ("**Borrower**") and has become a party to this deed for the purpose of entering into the guarantee set out in clause 3 and the indemnity set out in clause 4.

**3. GUARANTEE**

3.1 In consideration of the Lender agreeing to provide a new trade credit facility to the Borrower in respect of trade supplies from the Lender to the Borrower ("**New Facility**"), the Guarantor unconditionally and irrevocably guarantees, as a primary obligation to the Lender, the due and punctual payment by the Borrower:

3.1.1 of all monies payable under the New Facility or otherwise; and

3.1.2 of all monies due from the Borrower from time to time to any subsidiary or holding company of the Lender.

3.2 If the Borrower defaults on the payment when due of any amount payable to the Lender under the New Facility or otherwise or arising from its termination, (or otherwise on the repayment of monies due to any subsidiary or holding company of

the Lender), the Guarantor shall immediately on demand by the Lender pay that amount to the Lender as if the Guarantor were the Borrower.

3.3 This guarantee is a continuing guarantee and shall extend to the ultimate balance of sums payable by the Borrower under the New Facility or otherwise to the Lender or any subsidiary or holding company of the Lender regardless of any intermediate payment or discharge in whole or in part. It shall not be affected by any act, omission, matter or thing which, but for this clause 3.3 would reduce, release or prejudice any of the Guarantor's obligations under this clause 3.

3.4 If any payment by the Borrower, or any discharge given by the Lender, is avoided or reduced as a result of insolvency or any similar event, the liability of the Borrower and Guarantor shall continue as if the payment, discharge, avoidance or reduction had not occurred and the Lender shall be entitled to recover the value or amount of that security or payment. The Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 3.

3.5 Until all amounts which may be or become payable by the Borrower:

3.5.1 under or in connection with the New Facility or otherwise; and

3.5.2 to any subsidiary or holding company of the Lender;

have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may hold in an interest-bearing suspense account any moneys received from the Guarantor, or on account of the Guarantor's liability under this clause 3 and clause 4, and may, as it sees fit, apply or not apply any other moneys, securities or rights in respect of those amounts.

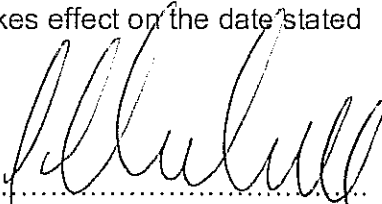
- 3.6 Until all amounts which may be or become payable by the Borrower as referred to in clause 3.5 have been irrevocably paid in full, and unless the Lender otherwise directs in writing, the Guarantor shall not exercise any rights which it may have by reason of performance by it of its obligations under this clause 3 and clause 4.
- 3.7 The obligations of the Guarantor shall be in addition to and independent of all other security which the Lender may at any time hold in respect of any of the obligations of the Borrower under this deed.
- 3.8 The obligations of the Guarantor under this deed shall not be affected or exonerated in any way by any variation, compromise or release of the Borrower's obligations under the New Facility made or effected after the date of this deed.

**4. INDEMNITY**

As an independent and primary obligation, without prejudice to clause 3.1, the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified the Lender from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender and arising from failure of the Borrower to comply with any of its obligations, or discharge any of its liabilities, under the New Facility or otherwise to the Lender (or any subsidiary or holding company of the Lender) or through any of the guaranteed obligations under clause 3 becoming unenforceable, invalid or illegal.

This deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by EXPANSYS PLC )  
 acting by any two directors or one )  
 director and the company secretary )

  
 .....  
 Director

  
 .....  
 Director/Company Secretary

Executed as a deed by DATA SELECT )  
LIMITED acting by any two directors or )  
One director and the company secretary )

.....  
Director

.....  
Director/Company Secretary