

The Internet Group Ltd

Terms & Conditions of Business

Revision 7.11

If you have any queries relating to these terms & conditions, please do not hesitate to contact our Finance Department on +44 (0) 845 458 0497

Contents

1.	Interpretations	1
2.	General	1
3.	Charges and Deposit	1
4.	Payment	2
5.	Client's obligations	3
6.	Delivery, inspection and commencement of risk	4
7.	Provision of Hardware, Software and Third Party Software	5
8.	Provision of Support	6
9.	Provision of Services	9
10.	Specification	10
11.	Warranties	10
12.	General exclusions, indemnity and limitations of liability	11
13.	The Location	12
14.	Force majeure	13
15.	Term and Termination	13
16.	Data protection	15
17.	Intellectual Property Rights	15
18.	Security and control	15
19.	Non solicitation	15
20.	Severability	16
21.	Assignment	16
22.	Confidentiality	16
23.	Amendment and waiver	16
24.	Notices	16
25.	Entire agreement and representations	17
26.	Third Parties	17
27.	No partnership	17
28.	Law and jurisdiction	17
Schedule 1		18
	Definitions and interpretation	18
Schedule 2		20
	Schedule of Cover	20

1. Interpretations

The definitions and interpretative provisions in Schedule 1 apply to these terms and conditions (Terms).

2. General

- 2.1 These Terms shall apply to all tenders, offers, quotations, acceptances, agreements and deliveries relating to the supply of Hardware or TIG Software Modules or Bespoke Software or Third Party Software or Support or Services by the Company. For the avoidance of doubt, these Terms shall apply to any orders placed by the Client whether in writing or orally which order shall become binding if accepted by the Company.
- 2.2 If there is a conflict between these Terms and the terms of the Quotation, the terms of the Quotation shall prevail and have full effect.
- 2.3 All descriptions, specifications, drawings, prices, performance ratings and other information quoted or submitted by the Company or included in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company are to be deemed approximate only (except where stated in writing to be exact) and subject thereto none of such items or any part thereof shall form part of the Contract (other than as approximations).
- 2.4 No amendment to these Terms will be valid unless confirmed in writing by a director of the Company.
- 2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company will be subject to correction without any liability on the part of the Company.
- 2.6 The Company reserves the right to make any changes in the specifications of Hardware or Software or Third Party Software which are required to conform with any applicable safety or other legal requirements or which do not materially affect their quality or performance.

3. Charges and Deposit

- 3.1 Unless otherwise agreed in writing by a director of the Company the charges payable by the Client for the supply of Hardware or Software or Third Party Software or Support or Services will be:
 - 3.1.1 that stated in the Quotation subject to any variations required as a result of a site survey; or
 - 3.1.2 where no charges are quoted or, where quoted charges are no longer valid having expired pursuant to the terms of the Quotation, the charges communicated by the Company to the Client from time to time.
- 3.2 Where a contractual relationship exists between the parties but additional matters, not contemplated in the Quotation, have been requested for by the Client, the Client hereby authorises the Company to incur up to £1,000 (one thousand pounds) plus VAT in charges for such additional matters unless otherwise agreed.
- 3.3 The Company may increase the charges at any time without prior notification to the Client as a result of any error or inadequacy in any specifications instructions or design provided by the Client or a third party on its behalf or any modifications carried out by the Company at the request of the Client or pursuant to clause 3.1.1.
- 3.4 The charges are exclusive of value added tax and all other expenses incurred in connection with the supply of Hardware or Software or Third Party Software or Support or Services for which the Client shall be additionally liable.

- 3.5 Any Deposit paid by the Client will be non-refundable.
- 3.6 When Support or Services are provided on a time and materials basis, the charges will be invoiced per commenced hour by reference to the Company's then hourly rates.
- 3.7 The Company reserves the right to increase the amount of the Support Fee on an annual basis. In so doing, the Company will take into account any additional Equipment that is installed at the Location since the previous anniversary of the Support Contract. In the event that the Company establishes following a Client audit pursuant to clause 13.3 or otherwise that more Equipment was installed and supported at the Location than contemplated at the time the Support Contract was entered into, such Support for such additional Equipment will be invoiced on a pro-rata basis and will be factored into the Support Fees of the subsequent year. For the avoidance of doubt, the Company will not pay any refund in the event that less Support is required by the Client than was contemplated at the time the Contract was entered into.

4. Payment

- 4.1 The Company will be entitled to invoice the Client at any time after the Contract has been made and in the case of delivery of Hardware or Software or Third Party Software either before or after delivery of the Hardware or Software or Third Party Software, or in the case of the supply of Support, yearly on or at any time before the Commencement Date. Unless otherwise set out in the Quotation, the Services will be provided on a time and material basis at the rates set out in the Quotation and will be invoiced monthly in arrears. Such rates may be increased on an annual basis. The Client acknowledges that:
 - 4.1.1 the Company reserves the right to levy an additional charge if the Client makes any payments by debit or credit card. Such charge may vary depending on the type of card used and will be a percentage of the amount payable. The percentage will be variable and can be changed at any time by the Company without prior notification to the Client. The Client will, however, be notified of these charges/the percentage at the time when card details are given to Company to perform a payment/charge on the card; and
 - 4.1.2 all increases to Third Party provider charges will be passed on to the Client.
- 4.2 The Client will pay the charges in full together with any value added tax and other expenses (without set-off or counterclaim) within 14 days of the date of the invoice unless otherwise agreed in writing by the Company. In the case of Support, the Client may, subject to prior written agreement by the Company, pay the Support Fee (without set-off or counterclaim) in two instalments. In such circumstances, the first invoice will be due within 14 days of the date of the invoice and the second invoice will be raised five months after the Commencement Date. Payment of Support in two instalments will be subject to an administration charge. Even if the Support is payable in two instalments pursuant to the terms of this clause 4.2, the Client acknowledges that the Support Fee is an annual fee. If the Support Contract is terminated for whatever reason prior to expiry of its term, the second instalment will become immediately due. Time of payment of any monies payable pursuant to these Terms will be of the essence of the Contract.
- 4.3 If a Deposit is required and is not paid, the Company may request the payment of the Deposit by a specific date pending delivery of Hardware or Software or Third Party Software and/or the provision of Support or Services, failing which, the provisions of clause 4.4 will apply.
- 4.4 If the Client disputes an invoice, it must do so in writing within 14 days of receipt of such invoice and must provide grounds for such dispute. The Client will pay all parts of a bona fide disputed invoice that are not in dispute on the due date. Both parties will use reasonable endeavours to resolve such dispute as expeditiously as possible. Where a dispute is not resolved within 14 days of the Client disputing an invoice, without prejudice to any other rights or remedies, the Company will be entitled to:

- 4.4.1 cancel or suspend the performance of any Contract and the Client will fully indemnify the Company for any and all losses or expenses incurred;
 - 4.4.2 charge interest on any monies due at the rate of four per cent. above the base rate of the Bank of England from the due date until the date of actual payment; and
 - 4.4.3 charge the cost of recovering such debt.
- 4.5 Unless contemplated otherwise in the applicable manufacturer's warranty, the Client will be responsible for any courier delivery costs (both ways) for all Third Party items that need to be repaired by the manufacturer, which are returned to the Company by the Client for this purpose.

5. Client's obligations

- 5.1 The Client will:
 - 5.1.1 pay all sums, fees and other charges due under the Contract by the due date, time of payment being of the essence;
 - 5.1.2 if a Service is delayed other than through the Company's fault, pay any sums required by the Company in respect of idle-time incurred for the delay, including delay as a result of the Client's agents. Any agreed time schedules will be deferred to a reasonable period of time or no less than the period of the delay;
 - 5.1.3 take all reasonable precautions to protect the health and safety of the Company's personnel whilst at the Location;
 - 5.1.4 allow the Company to exercise a right of entry over all premises in the possession of or under the control of the Client in order for the Company to fulfil its obligation under the Contract and to determine whether the Client is complying with its obligations under these Terms;
 - 5.1.5 be responsible for ensuring that the Location is ready to receive the items concerned;
 - 5.1.6 promptly furnish the Company with any information required by the Company in order to provide the Hardware or Software or Third Party Software or Support or the Services and will ensure its employees or agents co-operate with the Company;
 - 5.1.7 if the Client fails for any reason to complete any purchase of any Hardware or Software or Third Party Software or Support or Services within the period notified to the Client at any time by the Company, the Client will indemnify the Company against any loss, damage or other cost of whatever nature suffered or incurred by the Company reasonably relating to such failure on the part of the Client;
 - 5.1.8 indemnify and keep the Company indemnified in respect of any losses, costs, damages, claims and/or expenses incurred by the Company due to any claims by any Third Party arising out of any use, access to or modification of the Client's computer systems by the Company on the Client's instructions and/or use of any materials supplied to the Company by the Client. The indemnity in this clause 5.1.8 will survive the termination or expiry of this Contract;
 - 5.1.9 not copy or reproduce in any way the whole or a part of the Documentation without receiving the Company's prior written consent; and

- 5.1.10 perform such other obligations as are set out in the Quotation.
- 5.2 The Client will promptly provide the Company, on request, with all information and assistance that the Company may reasonably require.
- 5.3 The Client warrants that any of its representatives who enter into the Contract have the Client's authority to do so and that the Client will take responsibility for any employee, ex-employee or other person who holds themselves out to be an authorised representative of the Client.

6. Delivery, inspection and commencement of risk

- 6.1 All dates supplied by the Company for the delivery or installation or implementation or testing of an element of Hardware or Software or Third Party Software or the provision of any Support or any Service will be treated as being approximate only and are not guaranteed. Time for delivery of Hardware or Software or Third Party Software or the completion of any Service or Support will not be of the essence. The Company will use its reasonable endeavours to meet such dates, but no liability will attach to the Company if such dates are not met for any reason.
- 6.2 Risk of damage to or loss of Hardware, Software or Third Party Software will pass to the Client:
 - 6.2.1 on delivery by the Company to the Location;
 - 6.2.2 if the Client fails to take delivery when the Hardware, Software or Third Party Software are tendered for delivery; or
 - 6.2.3 when possession of the Hardware, Software or Third Party Software is taken by a carrier for the Post Office for delivery to the Client.
- 6.3 With effect from delivery and until title in the Hardware passes to the Client, the Client is responsible for insuring the Hardware against loss or damage for the full cost of its replacement.
- 6.4 The Company does not accept any liability for loss or damage to the Hardware, Software or Third Party Software whilst in transit to the Client unless they are carried by the Company and the Company is notified of such loss or damage within two days of delivery or scheduled delivery (time being of the essence).
- 6.5 Where the Company agrees to remedy any fault or damage pursuant to clause 6.4, the Company may, at its option, replace the Hardware or Software or Third Party Software in question in which event the Client will immediately return the damaged or faulty Hardware or Software or Third Party Software in question to the Company.
- 6.6 If the Client fails or is unable to take possession of the Hardware, Software or Third Party Software or is unable or unwilling to permit the Company to perform the Services or Support pursuant to the Contract after the Company has tendered delivery or performance then without prejudice to other rights or remedies the Company will be entitled to:
 - 6.6.1 cancel or suspend the Contract in which case payment by the Client for the Hardware or Software or Third Party Software or Services or Support will immediately become due whether or not an invoice has been rendered by the Company; and/or
 - 6.6.2 be indemnified by the Client for all losses costs and expenses incurred.

7. Provision of Hardware, Software and Third Party Software

General

- 7.1 The Client will not in any way charge by way of security for any indebtedness any of the Hardware or Software or Third Party Software which remain the property of the Company.
- 7.2 The Client acknowledges that the Contract is binding and that any Hardware or Software or Third Party Software referred to in the Contract cannot be returned to the Company even if such Hardware or Software or Third Party Software has not been opened or made use of.

Provision of Hardware

- 7.3 Title in the Hardware will not pass to the Client until the total price payable for it and any other sums due from the Client have been received in full in cleared funds by the Company.
- 7.4 Until title in the Hardware has passed to the Client, the Client will hold the Hardware as bailee for the Company.
- 7.5 The Client will keep the Hardware separate from any other goods in its possession and promptly store, protect, insure and identify them as belonging to the Company.
- 7.6 Until title in the property passes, the Client will upon request, deliver up such of the Hardware as is in the possession of the Client and if the Client fails to do so forthwith the Company may enter the premises owned occupied and controlled by the Client and repossess the Hardware.

Provision of Software or Third Party Software

- 7.7 Title to and the Intellectual Property Rights in the TIG Software Modules and in the Third Party Software will not pass to the Client. If, pursuant to the Quotation, title in the Bespoke Software should pass to the Client, such title will not pass until the total price payable for it and any other sums due from the Client have been received in full cleared funds by the Company and the Client has signed and returned the applicable Software Solution Completion form to the Company.
- 7.8 Provided the Company receives in full cleared funds the total price payable for the Software and the Third Party Software, the Client is licensed to use the Software in accordance with these Terms or Third Party Software in accordance with the applicable licence terms, and by entering into the Contract, the Client agrees to comply with such terms.
- 7.9 The licence pursuant to which the Software is granted, will be perpetual, non-transferable and non-exclusive.
- 7.10 The licence hereby granted in relation to the Software is subject in any event to the following restrictions:
- 7.10.1 Subject to clause 7.10.5, the Software will be used only by the Client for the purposes of the Client's own internal business;
 - 7.10.2 the Client will not alter, modify, copy or adapt the Software or any part thereof;
 - 7.10.3 the Client will not assign, sublicense, charge or otherwise dispose of or grant rights over or out of the licence hereby granted for the Software, without the Company's prior written consent (such consent not to be unreasonably withheld);
 - 7.10.4 to the maximum extent permissible in law, the Client agrees not to attempt to ascertain or list the source programs or source code relating to the Software;

- 7.10.5 notwithstanding clause 7.10.1, the Client will not, without the prior written consent of the Company, use the Software as part of a computer bureau business or for a business which the Client does not at the date of the Contract carry on; and
- 7.10.6 the Client will not interfere with or attempt to circumvent the operation of any dongle or other device whose function is to prevent the unlawful copying or use of the Software.
- 7.11 Notwithstanding a description of the Client's rights as or by virtue of a "sale" (and whether made orally or in writing and whether made in their terms or in any other document) unless specifically set out otherwise in the Quotation, the Client's only right to use the Software is by way of a licence pursuant to these Terms and the Contract (and any licence proffered by or on behalf of the owner of the Third Party Software).

8. Provision of Support

- 8.1 During the continuance of the Contract, the Company will provide the Client with all or any of the Support (as contemplated below) as more particularly set out in the Quotation, the Schedule of Cover and/or if applicable, the service level agreement entered into by the Company and the Client. For the avoidance of doubt, the Client acknowledges that Support does not include any installation work provided by the Company for the Client, which will be charged, subject to clause 9.8, on a time and materials basis at its then current rates, whether or not such installation work is carried out remotely:

Hotline support

- 8.1.1 The Client can telephone the hotline or log a 'ticket' online via the Client extranet which is available during the Normal Support Hours for advice about the diagnosis or correction of problems in connection with the use of the current version of the Supported Software. All online tickets logged will be dealt with as expediently as possible during Normal Support Hours.

Operation of the Supported Software

- 8.1.2 Assistance will be provided to the Client in the understanding of the Supported Software, its advanced features, and any information contained in any manual from time to time published in respect of the Supported Software.

Operation issues

- 8.1.3 Advice will be provided by telephone to solve problems arising during the operation of the Supported Software.

Fault work-arounds

- 8.1.4 In the event that a fault is determined in the Supported Software, advice will be given on alternate methods of achieving the desired result(s) of the Client.

Virus control and unauthorised access

- 8.1.5 The Company will use its reasonable endeavours to assist the Client in the prevention of the passing of software viruses SPAM, spyware and unauthorised access to the Client's computer systems during its normal use of the Supported Software, but can accept no liability for any damage (of any nature) arising out of software viruses or any unauthorised access.

Troubleshooting

- 8.1.6 The Company will use its reasonable endeavours to review the Client's network and computer systems to advise upon and assist, so far as is practicable, in maintaining the performance of the network. As part of this service the Client

agrees to provide the Company with such discretionary rights as set out in more detail at clause 8.8. The Company can accept no liability for any damage (of any nature) arising out of software viruses or any unauthorised access, nor can it accept any liability for any data, files or software removed pursuant to clause 8.8.

- 8.2 The Client will supply in writing to the Company via use of the online ticketing system a detailed description of any fault requiring Support as set out in clause 8.1 and the circumstances in which it arose, and will submit sufficient material. In the event that, for whatever reason, the online ticketing system is unavailable then any faults may be reported via the hotline.
- 8.3 When appropriate, the Company will endeavour to give an estimate of how long a problem may take to resolve. The Company will keep the Client informed of the progress of problem resolution. Support staff will attempt to solve a problem immediately, or as soon thereafter as possible.
- 8.4 The Company will use reasonable endeavours to answer all incidents reported to the Company in accordance with the Schedule of Cover and, if applicable, the service level agreement. The Company will use reasonable skill and care in the provision of Support.
- 8.5 Support during Normal Support Hours will normally be provided remotely via the internet and at no additional charge to the Client. Where the Client requests attendance at the Location during Normal Support Hours, or requires remote Support to be provided outside Normal Support Hours the Company reserves the right to invoice the Client in respect of such Support at its then current rates which will be the same, regardless of whether the Support was provided at the Location or remotely. The Company will not provide Support at the Location outside Normal Support Hours unless otherwise agreed. The Company will invoice such charges at its discretion and such charges will be payable within 14 days of the date of said invoice. It is the responsibility of the Client to ensure continuous internet access during the provision of remote Support and the Company accepts no liability for any loss incurred by the Client due to an internet connection and is interrupted, contains errors or is unavailable.
- 8.6 The Company shall be under no obligation to provide Support in respect of:
- 8.6.1 problems resulting from any modifications or customisation of the Supported Software not authorised in writing by the Company or the supplier of such Supported Software;
 - 8.6.2 any software which has been obtained illegally, unlawfully, or is otherwise unregistered with the supplier thereof;
 - 8.6.3 unless otherwise agreed by the Company, any software other than the Supported Software;
 - 8.6.4 incorrect or unauthorised use of the Supported Software or operator error;
 - 8.6.5 any fault in the Equipment or Hardware, arising through (but not limited to) failure or fluctuation of electric power, air conditioning, humidity control, other environmental conditions, head crash or failure of any fixed or removable storage media;
 - 8.6.6 any recovery, reconfiguration or reconstruction of any data or software lost, damaged or destroyed as a result of any unauthorised access to or misuse of the Equipment or Hardware or any Supported Software on it or as a result of any software virus (howsoever termed);
 - 8.6.7 any programs used in conjunction with the Supported Software;

- 8.6.8 use of the elements of the Supported Software in any combination other than those specified in the Documentation or pursuant to instructions received from the Company;
 - 8.6.9 use of the Supported Software with computer hardware, operating systems or other supporting software other than those specified in the Documentation or pursuant to instructions received from the Company; and
 - 8.6.10 unless otherwise agreed in the Quotation, use by the Client of a version of the Supported Software which is not current.
- 8.7 The Company will upon request by the Client provide Support notwithstanding that the fault results from any of the circumstances described in clause 8.6. Any time spent by the Company investigating such faults will be chargeable at its then current rates. The Company will invoice such charges at its discretion and such charges will be payable within 14 days of the date of said invoice.
- 8.8 The Client acknowledges and agrees that the Company may at its discretion (but will be under no obligation to) remove any data, files or software as part of the Support provided, from the Client's network and/or computer systems, which, in the Company's opinion, is affecting the smooth running of the Client's network. Examples of such data, files or software that the Company may remove are:
- 8.8.1 illegal data, files or software (including but not limited to pornographic materials);
 - 8.8.2 data, files or software which, in the Company's opinion, is likely to pass software viruses, SPAM, spyware or any other unauthorised access to the Client's computer systems;
 - 8.8.3 data, files or software which, in the Company's opinion, uses excessive disk space; and/or
 - 8.8.4 data, files or software which, in the Company's opinion, could result in unplanned downtime.
- 8.9 Unless otherwise contemplated in the Quotation, the Company will not be obliged to make modifications or provide Support in relation to the Client's computer hardware, software, or third party application software or any data feeds or external data.
- 8.10 While the Company is providing Support, the Client agrees that no Third Party will be allowed to have access to the Supported Software to provide support or otherwise unless otherwise agreed in writing by the Company. During such period, the Company will retain the network password which will only be disclosed to the Client upon termination of the Support Contract, and all monies payable under such Contract having been received in full in cleared funds by the Company.
- 8.11 It is the responsibility of the Client to maintain and keep up to date all of its Equipment that is not Supported pursuant to the Contract.
- 8.12 Provided the Client has so instructed and paid the Company, the Company will, if suitable, implement procedures whereby automatically released patches and upgrades to the Supported Software can be installed on the Client's systems without necessitating intervention by the Company.

9. Provision of Services

General

- 9.1 Where the Company agrees to provide the Services specified in the Quotation, the following provisions apply unless otherwise specified in the Quotation.
- 9.2 Where leased line connectivity is to be provided under the Contract, it is subject to:
- 9.2.1 wayleave;
 - 9.2.2 site survey; and
 - 9.2.3 third party confirmation.
- 9.3 Unless specifically set out otherwise in the Quotation, the Company will own and be fully entitled to use in any way it deems fit any Intellectual Property or Intellectual Property Skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing the Services and any improvements made or developed during the course of the Services. For the avoidance of doubt, this will include any improvements or modifications to Software during the term of the Contract. Nothing herein will be construed or will give effect to any transfer of right, title or interest in the Company's Intellectual Property Rights.
- 9.4 Any estimate or indication by the Company as to the number of man days or man hours required by the Company to undertake a specific task will be construed as being an estimate only. The Company will in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss) suffered or incurred by the Client where such estimate or indication is incorrect.
- 9.5 If the Location lies outside the M25, the Company will, in addition to the charges agreed for the Services, charge its then current rates for travel, accommodation and subsistence expenses, as well as the cost of time spent travelling incurred in the provision of the Services.
- 9.6 For the avoidance of doubt, if the Services to be provided pursuant to the Quotation contemplate the provision of audit services only, the provisions relating to, *inter alia*, Support, installation, implementation and systems integration will not apply.

Installation

- 9.7 The Client will at its own expense and prior to the delivery of the Hardware or Software or Third Party Software comply with the Company's reasonable requests in order to allow the Company to provide the installation services.
- 9.8 The Company will normally carry out installation services during Normal Support Hours but may, on reasonable notice, require the Client to provide it access to the Location at other times. At the Client's request the Company may agree to work outside Normal Support Hours. This will, however, be subject to any reasonable additional charge that may be made by the Company for complying with such request. Such charges will be agreed in writing as part of the Quotation prior to commencement of out of hours work.
- 9.9 All personnel required under this Contract for the installation services will be provided by the Company and will be facilitated wherever possible by use of the Client's own staff.
- 9.10 The Company will take all reasonable precautions to ensure that its employees retain in complete confidence any information or trade secrets of the Client, its business or its clients of which they become aware of as a result of performing their duties under this Contract.
- 9.11 Personnel provided under this Contract will remain under the management and conditions of employment of the Company or its nominated subcontractor.

Implementation and systems integration

- 9.12 If this has been agreed for as part of the Quotation and paid for by the Client, the Company will effect a period of parallel running between the Hardware or Software or Third Party Software and the Client's Equipment. Where this is not possible or otherwise prevented by the Client, the Client recognises that there may be circumstances where performance of business systems may be disrupted. In these circumstances the Company will work to remedy such defects at the Client's reasonable cost within a reasonable period of time subject to prompt and adequate notice of such faults by the Client.
- 9.13 It is the Client's responsibility to take adequate copies of data, operating and application software so that the system and files may be restored in the event of corruption or other similar loss howsoever occasioned.

10. Specification

- 10.1 The Company reserves the right to make any changes to the specification in the Hardware or Software or Third Party Software or Support or Services required and set out in the Quotation and charge for such changes which are required to conform with:
- 10.1.1 any applicable safety or other statutory requirements and which do not materially affect the quality or performance of the Contract; and/or
 - 10.1.2 the true requirements of the Client following a site survey undertaken by the Company or the changing requirements of the Client during the course of the Contract.
- 10.2 If the Hardware or Software or Third Party Software or Support or Services are carried out to a specification instruction or design supplied by the Client or any third party on behalf of the Client or the Client does not agree with the goods or services which the Company believes are required pursuant to clause 10.1 then:
- 10.2.1 the suitability and accuracy of the specification instruction or design will be the Client's sole responsibility; and
 - 10.2.2 the Client will indemnify the Company against any infringement of any Intellectual Property Rights and any loss, damage or expense it may incur because of any such infringement in any country and the Client will indemnify the Company against any and all loss, damage or expense in respect of any liability arising under the Consumer Protection Act 1987 by reason of the specification or design of the Hardware or Software or Third Party Software or Support or Services.

11. Warranties

- 11.1 The Company warrants to the Client that:
- 11.1.1 it has the right to provide or procure the provision of the Hardware or Software or Third Party Software or Support or Services;
 - 11.1.2 all services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated;
 - 11.1.3 in relation to Support or Services it will:
 - 11.1.3.1 subject to clauses 5.1.2 and 15, provide such Support or Services in a timely and professional manner;

- 11.1.3.2 use its reasonable endeavours to provide the same in accordance with any time schedules agreed in writing between the Company and the Client; and
 - 11.1.3.3 conform to the standards generally observed in the industry for similar services; and
 - 11.1.4 at delivery, any Hardware or Software or Third Party Software will conform substantively to any specification given in relation thereto.
- 11.2 The warranties given by the Company to the Client in respect of the Hardware are those which are given by the manufacturer of such Hardware to the Company and are subject to any relevant limitations and exclusions imposed by such manufacturer. Any warranties in respect of the Third Party Software are those set out in the applicable software licence. The Company will provide the Client with details of such warranties and remedies for breach of such warranties (if available) upon request.
- 11.3 The Company will not be liable for a breach of warranty if:
 - 11.3.1 the Client makes or causes to be made any modifications to the Hardware or Software or Third Party Software without the Company's prior written consent;
 - 11.3.2 the Hardware or Software or Third Party Software is used in combination with any software or materials not supplied by the Company or not recommended by the Company;
 - 11.3.3 the Hardware or Software or Third Party Software is used incorrectly; or
 - 11.3.4 there is an external cause or causes affecting the Hardware or Software or Third Party Software including but not limited to failure or fluctuations of electrical power, fire, flood or other natural disasters.

12. General exclusions, indemnity and limitations of liability

- 12.1 To the maximum extent permissible in law all conditions and warranties which are to be implied by statute or otherwise by general law into these Terms or relating to the Hardware or Software or Third Party Software or Support or Services are hereby excluded.
- 12.2 The Company does not warrant that the Software or Third Party Software is virus or error free and that it is without interruption.
- 12.3 The Company will in no circumstances be liable to the Client for any indirect or Consequential Loss.
- 12.4 The total liability which the Company will owe to the Client and in respect of all claims under these Terms will not exceed the price paid by the Client in the previous 12 months in respect of such Hardware or such Software or such Third Party Software or such Support or such Services.
- 12.5 Nothing in these Terms will limit the Company's liability to the Client for liabilities which cannot be limited or excluded as a matter of law including:
 - 12.5.1 death or personal injury resulting from the negligence of the Company, its employees, agents or subcontractors; and
 - 12.5.2 fraud or fraudulent misrepresentation.

- 12.6 The Client will at all times keep the Company fully and effectively indemnified against any liability, claim, loss, damage or expense which:
- 12.6.1 the Company, its employees, agents, subcontractors or other clients may suffer due to the negligence of or breach of contract by the Client, its employees, agents or subcontractors; and/or
 - 12.6.2 any client of the Client or any Third Party dealing with the Client will claim against the Company in respect of the Hardware or Software or Third Party Software or Support or Services.
- 12.7 Neither party will have any liability to the other in respect of any claim under this clause 12 unless the claiming party has served notice of the same on the defaulting party as soon as is reasonably practicable and in any event no later than three months of the date on which such loss or damage arose.
- 12.8 Where the Company has introduced the Client to any Third Party as the supplier of any goods or services to the Client (including without limitation the provision of any finance or rental arrangement for the Hardware or any Software or Third Party Software) the Company gives no warranty or guarantee as to the suitability or quality of any goods or services supplied or that any internet access will be uninterrupted or error free or of any particular level of availability or quality of such internet access and will not under any circumstances be liable for any interruptions or downtime of any service and the Client acknowledges that it has sole responsibility for selecting them.
- 12.9 It is acknowledged by the Client that the charges agreed by the Company and its entry into the Contract are in reliance upon the limitations of liability and disclaimers of warranties and damages set out in these Terms and that the same form an essential basis of the bargain between the Company and the Client.
- 12.10 The Client acknowledges and agrees that the allocation of risk in this clause 12 is fair and reasonable having regard to the level of charges payable by the Client under the Contract and is recognition of the fact that it is not within the Company's control how and for what purpose the Hardware or Software or Third Party Software or Support or Services are used by the Client and the Client is able to rely upon its own business insurance to bear or recover any losses under clause 12.4. In entering into the Contract the Client acknowledges and confirms that it has had reasonable opportunity to take advice from its own legal advisers with regard to the existence and extent of the limitations of liability between the parties and the Client has had the opportunity to discuss these terms with the Company and amend them where possible.
- 12.11 The exclusions from and limitations of liability set out in this clause 12 will be considered severably. The validity or unenforceability of any one clause, subclause, clause or subclause of this clause 12 will not affect the validity or enforceability of any other part of this clause 12.
- 12.12 The provisions of this clause 12 will survive the termination of the whole or a part of this Contract.

13. The Location

- 13.1 The Client warrants that the Location is safe and suitable for the purposes for which the Client intends to engage the Company to carry out the Services.
- 13.2 The Client will:
- 13.2.1 be responsible for obtaining all licences consents or authorisations that may be necessary to enable the delivery of the Hardware or the Software or the Third Party Software or Services or Support to be performed by the commencement of the Contract;

- 13.2.2 insure the Location its contents and all occupiers (including the Company's employees or Contractors) against all risks unless otherwise agreed in writing;
 - 13.2.3 at its own expense and in sufficient time suitable prepare the Location as requested by the Company (if applicable) and afford the Company or its representatives all reasonable assistance to enable the Company or its representatives to fulfil their obligations under the Contract;
 - 13.2.4 provide the Company with such information concerning the Location as may be required to enable the Company to carry out the Services; and
 - 13.2.5 pay the Company based on the hourly time charges of its consultants or employees as advised from time to time and time incurred by the consultants or employees of the Company away from the Company business any where the Client fails to keep an appointment with the Company.
- 13.3 Where the Company provides Support to the Client, the Client grants the Company the right on reasonable notice during normal business hours to enter the Location from time to time or will procure such access to such premises upon which the Supported Software is located for the Company to inspect it for purposes of compliance with these Terms.

14. Force majeure

The Company will not be liable to the Client for any loss or damage whatsoever to be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform any of the Company's obligations under the Contract if the loss, damage or delay or failure is due to a cause beyond the Company's reasonable control which, for the avoidance of doubt and without prejudice to the generality of the foregoing will include outages of the Company's equipment wherever located, governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes including labour disputes involving the work force of the Company, restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials, currency restrictions and acts of God.

15. Term and Termination

15.1 Where the Company agrees to provide:

15.1.1 Support; or

15.1.2 ongoing Services such as recurring Services

the Contract will commence on the Commencement Date for an initial term of one year and will remain in force from year to year thereafter, unless and until terminated by either party by giving not less than three months' notice in writing expiring on or after the first anniversary of the Contract or any subsequent anniversary.

15.2 In the event of:

15.2.1 any distress, execution or other legal process being levied upon any of the Client's assets;

15.2.2 the Client entering into any arrangement or composition with its creditors, committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being passed for its winding up, except for the purposes of amalgamation or reconstruction as a solvent company, or a receiver, manager receiver, administrative receiver or administrator being appointed in respect of the whole or any part of its undertaking or assets;

15.2.3 the Client ceasing or threatening to cease to carry on business;

15.2.4 any breach of these Terms by the Client;

15.2.5 non payment by the Client of any monies due from it to the Company pursuant to the terms of the invoice; or

15.2.6 the Company reasonably apprehending that any of the events mentioned above is about to occur in whatever country,

the Company will be entitled to terminate the Contract and suspend all or any work on current or future deliveries and instalments of the Hardware or Software or Third Party Software or the provision of Support or Services and on written notice to the Client will be entitled to cancel the unperformed portion of the Contract between the Company and the Client and deem that the whole of the price payable under the Contract or any other agreement including any sums in relation to which the Company has provided deferred terms such as staged payments will be payable immediately. In the event of such cancellation the Company will, for the avoidance of doubt, be entitled to recover as damages from the Client all loss and damage of whatever kind, including Consequential Loss, which the Company may sustain with such cancellation.

15.3 In the event of termination, the Client will immediately cease use of all Software (and any updates of the same) and at its own expense, remove from all computers under its control all copies of Software (and updates) and return or destroy them (certifying in writing to the Company that such destruction has taken place).

15.4 For a period of six months following termination of the Contract, the Client will on not less than two days' notice, from the Company, permit authorised representatives of the Company to enter its premises during normal business hours for the purposes of:

15.4.1 removing any probes or other Company property; and

15.4.2 confirming that the Client has complied with its post termination obligations.

15.5 Provided the Company has received full payment for any Intellectual Property Rights specifically assigned to the Client pursuant to the Quotation, the provisions of clauses 15.3 and 15.4 will not apply to such Intellectual Property Rights.

15.6 Any termination of the Contract (howsoever caused) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

15.7 Upon termination of the Contract for whatever reason the Client will be liable to pay all monies due under the Contract up until the date of termination including but not limited to paying in full for any Hardware or Software or Third Party Software or Support or Services which has been ordered but not paid for by the Client, and if such termination occurs other than at the end of any year of the Contract the Client will remain liable for the entire amount of the Support Fee for that year which has not been completed.

15.8 Following termination of the Contract for any reason it may be necessary for the Company to undertake various administrative tasks to, for example, remove software from the Client's computer systems, handing over to a Third Party support company and effect domain transfers for which the Company may levy an administration fee, which fee may be recouped from any refund payable to the Client under the Contract. Such fee is estimated to be £450 (four hundred and fifty pounds) plus VAT but the Company reserves itself the right to charge more, depending on the administration tasks required.

15.9 If the Company terminates this Contract pursuant to this clause 15, then the Client will not be entitled to any refund of the Support Fee or any part thereof that has been paid and will be obliged to immediately pay the Company all amounts due under this Contract in accordance with clause 15.7.

16. Data protection

Each party undertakes to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of the Contract.

17. Intellectual Property Rights

- 17.1 The Client acknowledges that all Intellectual Property Rights in or relating to Software or Third Party Software and in all related documentation will remain the exclusive property of the Company (or in the case of Third Party Software, the exclusive property of the owner of that Third Party Software).
- 17.2 The ownership of and sole right to Intellectual Property Rights originated created produced or prepared by or on behalf of the Company during the course of the Contract or otherwise relating to the provision of the Hardware or Software or Third Party Software or Services or Support for the Client under the Contract will be vested in the Company from the outset and the Company will be at liberty to effect and be responsible for securing such protection as it may see fit. The Intellectual Property Rights cannot be used copied transferred sold or dealt with in any way without the prior written consent of the Company.
- 17.3 The Client will, where appropriate, give the Company all assistance in securing registration of any such Intellectual Property Rights if required by the Company to do so by the Company executing any assignment of any such Intellectual Property Rights but the right of the Company to require such assignment shall in no way be construed as indicating that the Intellectual Property Rights are other than vested in the Company in accordance with these Terms.
- 17.4 The Client agrees with the Company that it will not, without the previous written consent of the Company, modify or change or alter any of the Intellectual Property Rights created by the Company in the performance of the Contract which in the opinion of the Company is material to the Intellectual Property Rights or to permit any such Intellectual Property Rights to be so altered modified or varied by any other person firm or company.
- 17.5 The Client warrants that in so far as it is necessary for the Company to have use of any software or any Intellectual Property Rights belonging to any Third Party it has all the necessary licences and rights to use such software or Intellectual Property Rights in so far as the Company requires it for the provisions of its obligations under the Contract.

18. Security and control

The Client will during the continuance of the Contract:

- 18.1 effect and maintain adequate security measures to safeguard the Supported Software from access or use by any unauthorised person; and
- 18.2 comply with all of the Company's reasonable advice with regard to the use of the Supported Software, including, without limitation, the implementation of upgrades to the Supported Software, specified operating system and computer hardware.

19. Non solicitation

- 19.1 During the continuance of this Contract, and for a period of 12 months following termination thereof (howsoever arising), the Client undertakes that it will not directly or indirectly canvass, with a view to offering or providing employment to, any of the Company's employees, agents or contractors. Nothing in this clause 19 will restrict the Client from engaging an employee, agent or contractor of the Company where the employee, agent or contractor applies unsolicited in response to a general advertising or recruitment campaign.
- 19.2 In the event of any threatened or actual breach by the Client of the provisions of clause 19.1 the Client acknowledges that damages may not be an adequate remedy and that the

Company will be entitled to an injunction or other equitable remedy for any threatened or actual breach in addition to any damages or other remedies to which they may be entitled.

20. Severability

If a provision in the Contract is held by any competent authority to be invalid or wholly or partly unenforceable such invalidity or unenforceability will not in any way affect the remainder of the Contract.

21. Assignment

21.1 The Client will not be entitled to assign the benefit or delegate the burden of the Contract without the prior written consent of the Company which it may in its absolute discretion refuse.

21.2 The Company will be entitled to assign the benefit or delegate the burden of the Contract.

22. Confidentiality

22.1 Each party agrees with the other in respect of all information of a confidential nature disclosed in the Contract or discovered further to the operation of the Contract (which includes without limitation, in the case of information to be kept confidential by the Client, information as to the operation of the business of the Company and information relating to the Hardware or Services or Software or the Third Party Software) (**Confidential Information**):

22.1.1 to keep the Confidential Information in strict confidence and secrecy;

22.1.2 not to use the Confidential Information save for complying with its obligations under the Contract;

22.1.3 not to disclose the same to a Third Party; and

22.1.4 to restrict the disclosure of the relevant and necessary parts of the Confidential Information to such of its employees and others who of necessity need the same in the performance of their duties as envisaged by the Contract and in such circumstances to ensure that such employees and others are aware of the confidential nature of the Confidential Information,

provided however that where a part of the Confidential Information is already or becomes commonly known in the trade (except through a breach of the obligations imposed under the Contract) then the foregoing obligations of confidentiality in respect of such part will not apply or will cease to apply (as the case may be).

22.2 This obligation of confidentiality will survive the termination of the Contract.

23. Amendment and waiver

23.1 No amendment of the Contract will be binding unless executed in writing and signed by an authorised representative of the Company and by an authorised representative of the Client.

23.2 The failure of the Company at any time to enforce a provision of the Contract will not be deemed a waiver of such provision or of any other provision of the Contract or of the Company's right thereafter to enforce any provision of the Contract.

24. Notices

Any demand, notice or other communication will be in writing and may be served by hand, prepaid first class post or facsimile.

25. Entire agreement and representations

25.1 These Terms together with the Quotation constitute the entire Contract and supersede all previous written or other documents or agreements (written or oral) relating to the subject matter of the Contract.

25.2 The parties acknowledge that in entering into the Contract they have not relied upon any representations other than those reduced to writing in the Contract. The provisions of this clause 25.2 will not apply to any fraudulent misrepresentation.

26. Third Parties

No Third Party may enforce any provision of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

27. No partnership

Nothing in the Contract creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.

28. Law and jurisdiction

The formation, construction, performance, validity and all aspects whatsoever of the Contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Schedule 1

Definitions and interpretation

(Clause 1)

1. The provisions of Schedule 1 apply to the interpretation of these Terms.

2. The following words and expressions have the following meanings:

Bespoke Software	newly written software based on the Client's requirements and/or modifications of the TIG Software Modules based on the Client's requirements.
Business Day	a day on which banks in London are open for a full range of banking.
Client	the person, company or other body purchasing the Hardware and/or Software and/or Third Party Software and/or Support and/or Services from the Company pursuant to the Contract.
Commencement Date	the date set out in the Quotation as the day as of which the Support and/or the Services will begin.
Company	The Internet Group Limited (company number 4308824) whose registered address is 66 Wigmore Street, London W1U 2HQ or any of its divisions.
Confidential Information	as defined in clause 22.
Consequential Loss	without limitation: <ol style="list-style-type: none">1. pure economic loss;2. losses incurred by one party, any customer of that party or other Third Party;3. loss of profits (whether categorised as direct or indirect);4. losses arising from business interruption;5. loss of business revenue, goodwill, anticipated savings;6. losses whether or not occurring in the normal course of business, wasted management or staff time; or7. loss or corruption of data.
Contract	a contract for the supply of Hardware and/or Software and/or Third Party Software and/or Support and/or Services to which these Terms apply.
Deposit	the sum (if any) specified in the Quotation which the Client will be required to pay the Company prior to the supply of Hardware and/or Software and/or Third Party Software and/or Support and/or Services.
Documentation	the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Client in relation to the Hardware or Software or Third Party Software or Support or Services.
Equipment	such computer equipment other than the Hardware.

Hardware	the hardware to be supplied to the Client pursuant to the Contract.
Intellectual Property Rights	rights of any nature whatsoever, whether registered or unregistered including, without limitation, any patent, right in a design, copyright, trade mark, database right and other intellectual property right whether or not capable of registration.
Location	the Client's premises where the Equipment is located or the Services or the Support are to be provided or the Hardware or the Software or the Third Party Software are to be delivered.
Normal Support Hours	the hours of 8.00 a.m. to 7.00 p.m. during a Working Day.
Quotation	the attached quotation.
Schedule of Cover	the document setting out the Support provided by the Company and the response times within which such Support will be provided as set out at Schedule 2.
Services	the services to be supplied by the Company to the Client pursuant to the Contract, including, without limitation, audit, installation, implementation, training and consultancy services.
Software	the TIG Software Modules and/or Bespoke Software to be supplied to the Client by the Company pursuant to the Contract.
Support	the support service to be provided to the Client by the Company pursuant to the Contract and Supported will be construed accordingly.
Supported Software	the Software and/or the Third Party Software, as applicable.
Support Fee	the fee due by the Client to the Company for the provision of Support.
Terms	these terms and conditions.
Third Party	any person, company or other body not being the Company or the Client.
Third Party Software	the third party computer software to be supplied to the Client by the Company pursuant to the Contract.
TIG Software Modules	the software modules which belong to the Company, to be supplied to the Client by the Company pursuant to the Contract.
Working Day	any Business Day upon which the Company carries on business.

Schedule 2 Schedule of Cover

The Following items are included in your service contract:

- Unlimited telephone & remote support on all Microsoft & mutually-agreed 3rd party applications
- Support during the hours of 8am – 7pm Monday-Friday
- Access to 24x7 on-call engineer (**)
- Remote Monitoring of each infrastructure device on your network every 3 minutes
- Full access to our Customer Extranet to log and track tickets online
- Quarterly Visit from your account manager (if requested)
- Daily Backup & Virus Checks on all your server infrastructure
- Full Ownership of all 3rd party vendors ensuring we are the single point of contact
- Retrieval of Data from Tape Media / Online Storage

The following items are not included in your service contract and are chargeable on an hourly basis:

- All onsite work carried out at your site
- All project work deemed outside the scope of the original specification
- Configuring VPN Installations on PC's outside of the office
- All Home-User issues
- Software Upgrades & Installations
- Hardware Upgrades / Installations / Parts Replacement
- Virus / Spyware / Malware Removal
- Disaster Recovery / Data Recovery

Response Times^(*)

Device	Standard	Platinum	24x7
Servers	Up to 1 hour	Up to 1 hour	Up to 30 mins
Workstations	Up to 4 hours	Up to 1 hours	Up to 30 mins
All other devices	Up to 4 hours	Up to 1 hours	Up to 30 mins

(*) All response times are given as an indication only and are subject to best endeavours

(**) 24x7 subscription required