

Softscript Limited

Terms of Business

1 Relationship of Softscript Limited with its Clients

1.1 The following are the general terms which apply to services provided by Softscript Limited ("we" or "us") to its clients ("you").

1.2 When you initially instruct us to do work ("Work") for you we shall send you a letter ("Engagement Letter") confirming your instructions and setting out our understanding of your requirements to be met by the Work. That Engagement Letter, together with these terms of business ("the Terms") will form a contract ("the Contract") between us and you.

1.3 In the Engagement Letter you will be asked to sign, date and return one copy accepting the Terms and any specific terms in the Engagement Letter. In any event, by instructing us to provide services you will be deemed to have agreed to be bound by the Terms unless otherwise agreed in writing by us.

1.4 Except where otherwise stated in the Engagement Letter you, our client, may be an individual with direct responsibility for instructing us, a limited company or a partnership. In the latter two cases, the person who instructs us warrants that he or she is a person authorised to enter into the Contract with us on behalf of the limited company or partnership.

2 Our Working Practices

2.1 We create a file for Work undertaken for you and the file remains our property. We aim to retain files for a period of at least 7 years but cannot guarantee to do so. If you require copies of any of our papers from our file, we shall assist in supplying them subject to payment of our charges and provided that your account with us is settled.

2.2 If we are working to a deadline requested by you and we receive late instructions from you, we may not be able to implement them in time to meet the deadline.

2.3 You shall be entitled to reject the Work only on the basis that the Work does not meet your requirements as set out in the Engagement Letter

3 Communications

3.1 We may communicate with you by letter, e-mail, facsimile or by telephone. We also accept instructions from you by e-mail or telephone. Where you communicate with us on an important matter by e-mail or means other than registered mail or tracked courier service there is a potential for unreliability and you should use other means to check that your communication has been received by us.

3.2 We ask that you let us know promptly of any change in your postal address, e-mail address, facsimile number or telephone number.

4 Our Charges

4.1 You are liable, in the first instance, for paying our charges, disbursements and expenses.

4.2 The charges for Work undertaken for you are based on time taken for particular actions. The nature of our business is such that time taken to complete certain tasks cannot always be predicted accurately at the outset although, if requested, we shall provide an estimate before commencing any particular stage of the Work.

4.3 Before commencing Work we may require an initial payment as detailed in the Engagement Letter. We shall invoice as appropriate during or on completion of the Work and payment is required within 30 days of the date of the invoice.

4.4 Where you ask for Work to be done particularly urgently, or in the event of you giving us late instructions, it may be necessary to pass urgency charges on to you.

4.5 In the event that you fail to pay an invoice in full within 30 days of the date of the invoice, or fail to pay our charges within any other agreed term, we reserve the right to charge interest on the amount not settled within that time in accordance with the rate of interest current at that time under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded. We reserve the right to recover on an indemnity basis all costs and fees, including legal fees, incurred in the pursuance of the amounts owed to us by you and to suspend all actions on the Work, and any website hosting service relating thereto, without prejudice to our right to invoice you for actions completed on the Work before such suspension.

4.6 A separate Engagement Letter will be issued each time Work is instructed and payment in respect of the Work for which one Engagement Letter has been issued cannot be withheld or be dependent on completion of Work in respect of which a different Engagement Letter has been issued.

4.7 Where we supply to you any goods ("the Goods") title to the Goods shall not pass to you until you have paid to us the full price of the Goods. In the event of default in payment to us we shall have the right to entry into your premises for the purpose of recovering the Goods.

4.8 Where the Goods are supplied under Clause 4.6, you will be deemed to have accepted the Goods 5 days after delivery of the goods to you and any claim for defective or damaged goods, shortages or breakages must be notified to us within that period.

4.9 Where we are asked to install any of the Goods specific terms relating to the installation will be set out the Engagement Letter.

4.10 Except where otherwise stated, all our charges, disbursements and expenses are stated exclusive of VAT.

5 Subcontracting

5.1 We may use the services of a sub-contractor from time to time to assist with the Work where we deem it to be advisable or appropriate.

5.2 Where you ask us to use the services of a sub-contractor specified by you, you accept responsibility for the work to be performed by such sub-contractor and we shall not be responsible or liable to you or to any other person for the work performed by, and all acts, omissions, defaults and neglects of such sub-contractor. In such a case, you will be responsible for any liability which we may incur to any person and against all claims, damages, losses, costs and expenses made against or suffered or incurred by us, as a result of the work performed by any such subcontractor.

6 IP Rights and Material Used in the Work

6.1 Where the Work requires us to use or include pre-existing software development tools including but not limited to routines, sub-routines and or other programs, data and materials ("Pre-Existing Software") we retain the free unencumbered right to use such Pre-Existing Software when producing work for anyone else at any time.

6.2 In the event that you supply to us for incorporation in the Work any material which may be protected by an intellectual property right (including but not limited to copyright, trade mark right, patent right or design right) then by supplying us with such material you warrant that its use or incorporation by us does not infringe any such intellectual property right. Under this clause such material may include, but is not limited to, an artistic work such as a drawing, diagram or photograph, a literary work such as lines of text or any sound and/or video recording.

6.3 In the event that such use or incorporation referred to in Clause 6.2 hereof infringes such an intellectual property right, you agree to indemnify us against all liabilities including but not limited to demands, losses, costs, damages and claims arising from such infringement.

6.4 Except where you inform us before commencement of the Work of any patent or patent application which is likely to be infringed by the production sale or use of the Work the you shall indemnify us our consultants and developers against all liabilities including but not limited

to demands, losses, costs, damages and claims arising from such infringement of any such patent or patent application.

7 Limitation of Liability

7.1 We shall not be liable for any consequential damage or loss (including, without limitation, loss of profits or business opportunity) caused to, or suffered by you as a result of, or arising out of, any use of, or any fault, defect or error in the Work done by us for you or arising out of any delay in the supply of the Work to you.

7.2 Where the Work includes the supply of software, the software will be tested by us at all stages of production but you will be responsible for running your own virus checker to satisfy yourself that the software is virus-free before the software is installed on your computer or networked computer. You will take full responsibility for making an up-to-date backup of your computer hard drive(s) or network hard drive(s) before the software is installed on that computer or networked computer. We cannot take responsibility for any damage to data and/or loss of data or damage to your computer or network that may occur as a result of the use or inability to use the software. We cannot be liable for any inability to use the software on your computer or networked computer where such inability can be attributed to any fault in the computer or networked computer or in any fault in the set-up of the computer or networked computer. You will be responsible for drawing this clause to the attention of your network administrator before installing the software on your computer or networked computer.

7.3 Where we provide you with website hosting services you will take full responsibility for making an up-to-date backup of the website and/or data contained in the website including email. At your request and cost a backup can be made by the internet service provider but we do not warrant that the website and/or the data therein will be backed up correctly nor that successful restoration of the website and/or data therein will be possible. Where loss of the website and/or data contained therein occurs due to a failure in the equipment of the internet service provider or otherwise, we shall not be liable for such loss or any consequential damage or loss (including, without limitation, loss of profits or business opportunity) caused to or suffered by you. We shall not be responsible for the recovery of the website and/or data but at your request and cost we will endeavour to assist you in recovering the website and/or data from the backup you have made.

7.4 Subject clause 7.1, our total aggregate liability in respect of any and all claims, payments, losses, costs and other liabilities ("Losses") arising directly or indirectly out of one or more incidents and arising out of or in respect of the Work (other than in respect of death or personal injury caused by our negligence) shall in no circumstances exceed the total charges paid by you in respect of the Work. This clause shall survive termination of the Contract for any reason whatsoever.

7.5 You must accept that we have an interest in limiting the personal liability and exposure of our directors, employees and consultants (referred to collectively herein as "Employees"). Having regard to that interest you accept that we are a limited company and agree that you will not bring any claim personally against any individual Employees in respect of Losses.

7.6 Notwithstanding clauses 7.1 to 7.5, nothing in the Contract shall operate to exclude or limit any liability for fraud or liabilities that cannot lawfully be limited or excluded.

8 Warranty

8.1 Following the date of our invoice for completion of the Work a warranty period of 30 days ("Warranty Period") will apply.

8.2 If during the Warranty Period you report bugs or other anomalies in the Work we shall use our best endeavours to rectify such anomalies. Any request to rectify such anomalies after the Warranty Period will be regarded as instruction to do further Work and the rectification can be done either under a support contract with us or where there is no such support contract a new Engagement Letter will be required and the rectification will be subject to our prevailing hourly rate.

8.3 Enhancements, amendments and variations to original requirements as set out in the Engagement Letter are not included in the warranty and any request for such will be regarded as instruction to do further Work for which a new Engagement Letter will be required.

9 Confidentiality

9.1 We shall not reveal confidential information about you or your affairs to other people without your prior written consent unless we are legally required to do so.

9.2 Notwithstanding Clause 9.1, we may disclose that you are a client and that we have undertaken Work for you if such information is in the public domain or if you specifically consent to such disclosure.

10 Force Majeure

10.1 We shall not be liable for any breach of our obligations under the Contract resulting from causes beyond our reasonable control ("Force Majeure") including but not limited strikes, lock-outs or industrial action, illness, civil commotion, riot, invasion, war or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural or physical disaster, impossibility of transport, inability to obtain supplies and materials, failure of suppliers or subcontractors to fulfil contracts, requirements of any civil or military authority or political interference with our normal operations.

10.2 We undertake to give you notice in the event that we become aware of an event of Force Majeure.

11 Termination of Services

11.1 You may terminate the Contract with us by notice in writing at any time and we may terminate the Contract in our absolute discretion on reasonable notice to you in writing.

11.2 If the Contract is terminated, you will remain liable for the payment of our charges disbursements and expenses incurred or committed on your behalf at the date of termination and such payment shall become immediately due.

12 General

12.1 English Law shall apply to the construction and interpretation of the Terms, the Contract and any other contractual arrangement between us.

12.2 Where any clause of these Terms is found to be invalid or unenforceable, that in itself will have no effect whatsoever on the validity and enforceability of all remaining clauses of these terms.

12.3 We may assign the benefit of the Contract to a party which carries on business in succession to us but shall do so only with your prior written consent. You may assign the benefit or burden of the Contract to another but must do so only with our prior written consent.

12.4 These Terms supersede any earlier terms of business we have agreed with you.

12.5 From time to time it may be necessary to amend these Terms or supersede them with new terms. The latest terms will be available on our website <http://www.softscript.co.uk/pdf/terms.pdf> and take the place of the previous terms.

12.6 In compliance with anti-money laundering legislation, other legal rules and commercial considerations, we may have to ask you to provide evidence of identification and, in the event where that proves necessary, we would expect your full cooperation and understanding.

12.7 We may be required by statutory and other legal requirements to disclose information to governmental or other regulatory authorities. Under UK anti-money laundering legislation we may be obliged to notify the National Criminal Intelligence Service if we know or suspect or have

reasonable grounds to suspect that you or another person is using, or a matter on which we are working for you involves, the proceeds of crime. In such circumstances you should be aware that we may be precluded from seeking your consent of informing you that we have made a notification or disclosure.

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