

## Definitions

1. In this Sale Agreement unless the context otherwise requires any reference to the "Customer", the "Principal Office", the "Services", the "Price", the "Place of Installation", the "Delivery Depot", the "Licence Type", the "Licensed Programs", the "Software Enhancements", the "Bespoke Programming", the "Hardware", and the "Maximum Number of Users" shall have their respective meanings specified in the Contract Particulars attached hereto. "Contract Particulars" means the Supplier's contract particulars document including the document reference GENSCT01 and Order Form. The "Order Form" shall mean any order form issued by Supplier (or any of its direct or indirect subsidiaries or associated companies). The "Due Date" and the "Supplier" shall be as specified in the Contract Particulars attached hereto or if not elsewhere defined shall have the meaning defined in clause 62 of this Sale Agreement. "EULA" shall mean the End User Licence Agreement issued for the Licensed Programs and references to "STDTCs" shall refer to then current version of this document. The "Equipment" shall mean the Hardware (if any) and the Licensed Programs collectively as described in the Contract Particulars. The "Sale Agreement" shall mean the agreement arising upon acceptance of the Contract Particulars by the Supplier incorporating and subject to these Terms and Conditions. "Materials" shall mean the system instructions, technical literature and all other related documentation in eye-readable form supplied to the Customer. Any reference to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible form other than writing on an electronic display screen or similar device; and the word "including" shall be read and construed as if it was immediately followed by the words "but without limitation"

## Price and Payment

2. The Price for the Equipment and Services shall be as stated in the Contract Particulars and shall be payable by the Customer in accordance with the payment terms stated therein. In addition the Customer will pay all Expenses incurred by the Supplier in providing the Equipment and Services plus a 10% mark-up on the cost price to cover the Supplier's administration costs. The Price and any additional charges payable under this Sale Agreement are exclusive of Withholding Value Added Tax or any other tax or levy on products sold, or services provided and which shall be paid additionally by the Customer at the rate and in the manner for the time being prescribed by the Law of the Customer's country.

3. Charges for Services are exclusive of all travel, subsistence, accommodation and incidental expenses ("Expenses") which will be charged in addition on an "as incurred" basis

4. Invoices shall be payable on the Due Date. If any sum payable by the Customer under this Sale Agreement is not paid by the Due Date then (without prejudice to the Supplier's other rights and remedies) Supplier shall be entitled to: a) charge Customer interest and debt recovery costs at the then current statutory rates on all amounts which remain unpaid and outstanding after the Due Date; and/or b) obtain reimbursement from the Customer for any additional costs including legal costs (including all costs between solicitor and client) and debt collection fees and any other costs incurred in the recovery of an overdue debt; and/or revoke, without notice, any previously agreed entitlement to any discount. Interest on such unpaid amounts will be calculated on a day to day basis (as well after as before judgement) from the Due Date to the date of payment (both dates inclusive). The Supplier reserves the right to withhold any Equipment or Services and support or service against any request or contract until any and all outstanding monies are paid to the Supplier by the Customer or in the event of any acts of verbal abuse, threats or harassment against our staff.

5. "Due Date" means the date 14 days from the date of the Suppliers' invoice.

6. Unless otherwise agreed the Price and any additional charges payable under this Sale Agreement for third party Hardware and Licensed Programs are in accordance with the manufacturer's standard scale of charges in force on the date of this Sale Agreement. The Supplier shall be reasonably entitled at any time before the period of 14 days immediately preceding the Date of Installation to vary the price and any additional charges payable under this Sale Agreement to accord with any changes in the manufacturer's scale of charges and to give written notice of such variation to the Customer. This Sale Agreement shall be deemed to be varied accordingly by such notice of variation unless the Customer shall within 14 days of receipt of such notice terminate this Sale Agreement by giving notice in writing to the Supplier.

## Title and Risk

7. Risk in the Equipment (or part thereof) shall pass to the Customer on delivery of the Equipment (or part thereof) to the Place of Installation ("Delivery") and accordingly the Customer shall be responsible for insuring the Equipment against all normal risks with effect from the time risk passes. The Customer shall immediately inspect each part of the Equipment upon its Delivery and shall notify the Supplier within seven working days of any visible damage to or defect in each part of the Equipment as delivered, packed or unpacked. Provided notice is given within the time prescribed, the Supplier will, free of charge, replace, repair or take such other remedial action as it thinks fit. In the event that the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the Equipment and the Supplier shall have no liability for any such damage or defect.

8. The title to the Hardware shall pass to the Customer on payment in full of the Price and any other sums which may then be due in respect of the Equipment under the terms of this Sale Agreement. Until title passes to the Customer, the Customer shall hold the Hardware as the Supplier's fiduciary agent and bailee and shall keep the same properly stored, protected and insured and identified as the Supplier's property. Until that time, the Supplier shall be entitled at any time to require the Customer to deliver up the Equipment to the Supplier, and if the Customer fails to do so forthwith, to enter upon the Place of Installation or any other premises of the Customer or any third party where the Equipment is stored and repossess the same. Until title passes as aforesaid, the Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Equipment which thereby remains the property of the Supplier.

9. The title copyright and other intellectual property rights to the Licensed Programs shall remain with the Supplier and/or the Supplier's licensor.

## Site Preparation

10. Supplier will supply the information reasonably necessary to enable the Customer suitably to prepare the Place of Installation for the Equipment and to provide all necessary electrical and other installations and fittings and suitable electrical supply. The Customer, at his own expense, will ensure that such preparation and provision are effected before the Date of Installation as defined in clause 14 and undertakes to provide

the Supplier promptly with any information which the Supplier may reasonably require to enable the Supplier to proceed with the performance of this Sale Agreement. Without prejudice to the generality of the foregoing the Customer will ensure that the Equipment has an uninterrupted power supply.

11. If the Equipment is to be connected to the telecom network, the Customer will obtain and produce to the Supplier the necessary authority for such connection before Delivery of the Equipment. If after the date of order, the telecom provider exercise any rights to require the Supplier or the manufacturer to modify or alter the Equipment, the Customer will allow the Supplier or the manufacturer to make such modification or alteration at the cost of the Customer to the extent that such is not recoverable by the Supplier from the telecom provider.

12. The Customer shall be responsible for ensuring that The Place of Installation and all facilities thereat (or any other location provided by the Customer for the use of the Supplier's employees) which may be used by any employee of the Supplier (including in particular but without prejudice to the generality of the foregoing all electrical installations and electrical supplies) shall comply with all health and safety legislation including all regulations thereunder and any regulations or bye laws of any local or other authority and all appropriate recommendations of any supply company or authority.

13. Supplier shall use its reasonable endeavours to make its employees aware of any specific health and safety regulations or guidelines of the Customer in operation at The Place of Installation (or any other location provided by the Customer for the use of the Supplier's employees) made known to the Supplier.

## Delivery

14. If a delivery charge is shown in the Contract Particulars, the Supplier will arrange to transport and deliver the Equipment to the Place of Installation. If no delivery charge is shown, collection of the Equipment from the Supplier's Delivery Depot by the Customer, at his own expense, will constitute Delivery. The Date of Installation in relation to each item of the Equipment shall be the date when Delivery occurs.

15. The Supplier reserves the right to substitute an alternative item for any item ordered, provided that such alternative item shall be capable of performing the function of the item ordered and that such alternative item reasonably meets the description of the item ordered. If such alternative item has a lower Supplier standard selling price or charge than the item ordered, the lower price or charge will be charged but no higher price or charge will be charged than would have been charged for the item ordered except as otherwise agreed with the Customer.

16. Any dates quoted for the supply of the Equipment or Services are approximate only and Supplier shall not be liable for any delay in the supply of Equipment or Services howsoever caused. Time for the supply shall not be of the essence unless previously agreed in writing by Supplier.

## Installation

17. If an installation charge is shown in the Contract Particulars, the Supplier will arrange to install the Equipment or part thereof as appropriate and submit it to the Supplier's standard tests. The charge is for installation during the Supplier's normal working hours.

18. If no installation charge is shown in the Contract Particulars, the installation and setting to work of the Equipment will be the responsibility of the Customer to perform in accordance with any information supplied by the Supplier or by the manufacturer of the Equipment.

## Warranty

19. Supplier warrants that the Hardware and Licensed Programs will, at the time of delivery, substantially conform to or substantially produce the results expected in the written specifications provided by the manufacturer Suppliers functional specification or user guide (as appropriate) or in the case of third party software the equivalent documentation provided by the program supplier and that it will be of satisfactory quality but not that its operation will be entirely uninterrupted or error free. The Supplier will not be liable for any failure of the Hardware or the Licensed Programs to provide any facility or function not described in the written specifications or for any failure of the Hardware or Licensed Programs attributable to any modification, (whether by alteration, deletion, addition or otherwise) to the Hardware or the Licensed Programs by persons other than the Supplier or the combination of the Hardware or Licensed Programs with other software or equipment without Supplier's written consent.

20. If during the warranty period specified by the manufacturer or program supplier, any breach of the warranty given in this Sale Agreement becomes apparent, or the Equipment or third party software fails by reason of any defect of materials, workmanship or code, then the Supplier will procure, in so far as it is able, that the manufacturer or program supplier will remedy the deficiency at its own expense, provided always that the Customer will, if required by the Supplier, at the Customer's expense, return the Equipment to the manufacturer and will collect it following completion of such remedy and will cooperate with the Supplier in providing adequate evidence to support such claim of breach of warranty or failure.

21. In the event of any complaint by the Customer about Licensed Programs under Warranty, Supplier shall be given access by the Customer physically and via remote VPN link or such other methods as may be requested by Supplier (together "Cooperation") to enable Supplier to investigate any such complaint.

22. Warranty shall not apply if:

22.1 loss, damage or errors in the Licensed Programs were introduced by any deliberate act or acts by employees of the Customer or by incompetent or improperly trained employees of Customer ; or

22.2 where Customer is unable to supply any documentary proof of a malfunction or fails to provide Cooperation and as a result, Supplier is reasonably unable to investigate or prove the alleged failure.

23. If it is discovered within 90 days of Delivery of the Licensed Programs that there is a fault in the Licensed Programs or the relevant part of the Licensed Programs the Supplier shall arrange for repair or replacement of the Licensed Programs providing it is not caused by or by the fault or negligence of the Customer. Any fault reported after the aforementioned warranty period shall be repaired only under the terms of any Maintenance or Support Services agreement entered into with the supplier.

24. Except as expressly provided herein, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Licensed Programs are given or

assumed by the Licensor and all other warranties, conditions, undertakings or terms are hereby excluded. For the avoidance of doubt, Supplier does not warrant that Licensed Programs are compatible with all devices, versions or revisions of firmware or operating system and / or BES or alternate forms of hardware (including different or updated smartphone models) and Customer should undertake sufficient testing to satisfy itself that the Licensed Programs are suitable for its intended use. The availability of application functionality and features may be affected by configurations or options selected by the user including on hardware, operating software, handheld or smartphone devices and/or software policies (including for mobile device management systems) implemented or the availability of network connectivity, services and features. Certain smartphone devices may not support all functionality and content protection should not be activated. If in doubt please contact Supplier for further information.

25. No Supplier dealer, agent, or employee, or any other party is authorised to make warranties or conditions on Supplier's behalf. Demonstration, evaluation, interim or trial versions of Licensed Programs are not covered by Supplier's limited warranty.

#### Licence to use

26. The Customer is hereby granted, on the terms of this Sale Agreement and EULA, a personal non-transferable and non-exclusive right to use:

26.1 the Equipment in the form in which it is supplied to him by the Supplier; and  
26.2 the Licensed Programs for the purposes described in the relevant program specification on the Hardware or as described in the EULA.

26.3 This licence shall incorporate the terms of any licence, sub-licence or end user licence agreement of third party software supplied by the Supplier. Certain Supplier software products utilise third party functionality supplied under the terms of separate licences including the Apache License Version 2.0 and other licences as specified at <http://www.interchange-group.com/third-party-attribution>.

26.4 Additional licence terms are as described in the EULA.

#### Restrictions on Licence to use

27. The Licensed Programs are licensed for use only after payment by Customer of the appropriate licence fees or charges to Supplier.

28. The Customer shall only use the Licensed Programs or parts thereof for its own internal purpose and shall not be entitled to use the same otherwise than in accordance with the terms of this Sale Agreement or to use the same after termination of rights granted under this Sale Agreement or.

29. The Customer recognises that the Supplier is the proprietor and/or authorised licensee of the copyright and intellectual property rights in the Licensed Programs (which shall remain with the Supplier and its licensor) and Supplier has the right to use and sub-licence others to use the Licensed Programs. The Customer shall not without the prior written consent of the Supplier make any adaptations of the Licensed Programs or sell, rent, dispose or otherwise deal with any of the Licensed Programs or make them available to third parties to use (whether for payment or not) or derive or seek to derive any source code to the Licensed Programs, copy or permit the copying of any of the Licensed Programs or any manuals, technical literature or other documents relating to the Licensed Programs, other than for back-up or archival purposes of Licensed Programs. The Customer shall have the rights granted by the Copyright (Computer Licensed Programs) Regulations 1992 but otherwise shall have no rights other than expressly licenced by this Sale Agreement.

#### Copyright Indemnity

30. Supplier warrants that, to the best of its knowledge:

30.1 the Licensed Programs is its product and does not wilfully embody the confidential data, trade secrets or intellectual property rights of any third party and that it has all the necessary rights, authorisations or licences to grant this licence; and

30.2 the Software Enhancements and Bespoke Programming will constitute its product and will not wilfully embody the confidential data, trade secrets or intellectual property rights of any third party and that it has all the necessary rights, authorisations or licences to grant this licence.

31. Supplier shall indemnify and keep indemnified the Customer and its employees against any cost, expense or liability resulting from any claim that the Licensed Programs, the Software Enhancements or the Bespoke Programming infringes (or allegedly infringes) any copyright, patent, obligation or confidentiality or other intellectual property rights of any third party.

32. If the Customer becomes aware of any such allegation, it shall not make any admissions which might affect the Suppliers liability and will promptly notify the Supplier of any such claim against it and permit the Supplier full right and conduct of such claim and give all reasonable assistance and authority to do so.

#### Confidential Information

33. In this clause "Confidential Information" shall mean any information which is disclosed by one party to the other pursuant to or in connection with this Sale Agreement or any services supplied by the Supplier to the Customer and whether such information is disclosed orally or in writing and whether or not such information is expressly stated to be confidential or marked as such including but without prejudice to the generality of the foregoing information concerning the Licensed Programs and their development, information concerning clients, business, accounts, financial, contractual agreements or other dealings, transactions or affairs of the other party which may come to its knowledge during the term of this Sale Agreement.

34. Except as provided by clauses 35 and 36, each of the parties shall at all times during the continuance of this Sale Agreement and after its termination:

34.1 use all reasonable endeavours to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and

34.2 not to use any Confidential Information for any purpose other than the performance of its obligations under this Sale Agreement.

35. Any Confidential Information may be disclosed by the party concerned:

35.1 for the sole purpose of (and limited to) referring to or confirming the other party as its customer or supplier (as the case may be)

35.2 to any government or other authority or regulatory authority as may be required by law; or

35.3 to any professional advisors of the party concerned to such extent only as is

necessary for the purposes of obtaining advice thereon; or

35.4 to any employees of the party concerned to such extent only as is necessary for the purposes contemplated by this Sale Agreement or as is required by law and subject in each case to the party concerned using all reasonable endeavours in so far as it is lawfully able to do so to ensure that the person to whom Confidential Information is disclosed keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

36. Any Confidential Information may be used for any purpose or disclosed to any person to the extent only that it is at the date hereof or hereafter becomes public knowledge otherwise than through a breach of this clause by the other party provided that in doing so the party concerned does not disclose any Confidential Information which is not public knowledge.

#### Unauthorised Use of Licensed Programs

37. If any unauthorised use is made of the Licensed Programs or any part thereof and such use is attributable to any act or default of the Customer, its servants, agents or employees, then without prejudice to the Supplier's other rights and remedies, the Customer will immediately be liable to pay the Supplier an amount equal to the charge which such individual organisation would have been obliged to pay had the Supplier granted a licence to the unauthorised user at the beginning of the period of unauthorised use.

#### Removal of Labels

38. The Customer will not change, remove or obscure any labels, plates, insignia, lettering including any trade mark or copyright notices or other markings which are on the Equipment at the date of Delivery thereof at any time.

#### Maintenance of Licensed Programs

39. The Customer will enter into a maintenance and support agreement upon the Date of Installation in respect of the Hardware and Licensed Programs in the Supplier's standard form.

#### The Supplier's Liability

40. In this clause "Default" shall mean any breach of the Suppliers obligations under this Sale Agreement or any default, act, omission, negligence or statement by the Supplier, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Sale Agreement and in respect of which the Supplier shall be legally liable to the Customer. The entire liability to the Customer and the Customer's exclusive remedies against the Supplier for any "Default" is set out in this clause 40. Such liability shall be limited to the following:

- a) for direct physical damage to property (but excluding data) a maximum liability of £1,000,000 per incident or series of connected incidents.
- b) for death or personal injury there shall be no limit on the Supplier's liability.

41. Notwithstanding any other provision of this Sale Agreement and irrespective of any fault or negligence, neither party to this Sale Agreement shall be liable to the other for any indirect, punitive, incidental, consequential, reliance, or special damages (including damages for harm to business, lost revenues, lost savings, lost profits, loss of data or other information) regardless of the form of action, whether in contract, warranty, or tort, including negligence of any kind whether active or passive and even if that party or its authorised representatives or has been advised of the possibility of such damages or if such damages are foreseeable.

42. The Customer will afford the Supplier a reasonable opportunity to correct any deficiency in the Hardware or the Licensed Programs (including at the option of the Supplier the substitution or addition of any other equipment or programs) or other Default before the Supplier shall be deemed to be in breach of its obligations under this Sale Agreement.

43. Supplier shall under no circumstances be responsible for any items not supplied as part of the Contract Particulars, including existing or additional cabling or network or computer systems or operating systems, or any cabling work or network or computer systems or operating systems not installed under the control of the Supplier or its representatives. Any time or materials used to rectify such items in order to complete the installation or to enable the delivery of Services or other deliverables specified in the Contract Particulars shall be chargeable to the Customer at the Supplier's rates at the time of the item delivery or services performance.

44. Supplier is not responsible for any degradation to the Equipment caused by the addition of any peripheral devices not previously approved by the Supplier for attachment to the Equipment or other equipment used by Customer (including equipment used to access the Equipment) or by events outside of its control including network traffic, cabling or operating system issues.

45. Supplier is not responsible for any degradation to the Customer's network or other computer systems caused by the Equipment.

46. In the event of any complaint by the Customer regarding the Hardware or Licensed Programs the Supplier shall be given access by the Customer physically and via remote dial-back modem or VPN link to the Equipment to allow the Supplier to investigate any such complaint.

47. No action arising out of this Sale Agreement, regardless of the form of action, may be brought by the Customer more than one year after the action accrued.

#### Assignment

48. The Customer may not assign this Sale Agreement or any Licence in the Programs without the Supplier's express written consent.

#### Termination

49. Notwithstanding anything else contained herein, this Sale Agreement may be terminated:

49.1 by the Supplier forthwith on giving notice in writing to the Customer if the Customer shall fail to pay any sum due under the terms of this Sale Agreement (otherwise than as a consequence of any default on the part of the Supplier) and such sum remains unpaid for 14 days after written notice from the Supplier that such sum has not been paid (such notice to contain a warning of the Supplier's intention to terminate);

49.2 by the Supplier forthwith on giving notice in writing to the Customer if the

Customer, being a company, shall apply for an administration order, have a receiver, administrative receiver or administrator appointed or shall pass a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction of a solvent company) or a Court shall make an order to that effect or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy, or shall apply for an interim order or shall die or if the Customer (whether a company or not) shall enter into any composition or arrangement with its creditors or shall become insolvent;

49.3 by the Supplier forthwith on giving notice in writing to the Customer at any time after any breach by the Customer of the terms of this Sale Agreement and if the breach is capable of remedy failure by the Customer to remedy the breach within 14 days of written notice from the Supplier to do so.

#### Effects of termination

50. Any termination of this Sale Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party, nor will it discharge the Customer from any obligation hereunder or from any payment of sums payable hereunder.

51. Upon any termination of this Sale Agreement (however occasioned) the Customer will:

51.1 destroy the Licensed Programs and all copies, forms and manuals and parts thereof under his control modified or merged programs and will certify to the Supplier in writing that this has been done, or at the Supplier's option;

51.2 return the same to the Supplier.

52. Supplier reserves the right to charge for costs incurred at the equivalent list price rate in the event of the Customer's cancellation.

#### Modification

53. The Customer may not modify, amend, alter or in any way interfere with the Equipment or merge the Equipment or any part thereof with any other data or systems unless prior permission is given by the Supplier.

#### Misrepresentation and Entire Agreement

54. The Customer hereby acknowledges that this Sale Agreement is not entered into in reliance upon any representation made (whether written, verbal or otherwise) but not embodied in the terms of this Sale Agreement, save only such representations (if any) as prior to the date of this Sale Agreement shall have been notified in writing by the Customer to the Supplier as being representations upon which reliance is placed and which are incorporated in the Contract Particulars annexed hereto.

55. This Sale Agreement constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements and understandings between the Parties in respect of the matters contained herein. Any variation of, or addition to, or deletions from the provisions of this Sale Agreement shall not be valid unless the same are in writing and duly signed by or on behalf of the Parties hereto.

#### Employees

56. The Customer undertakes to the Supplier that during the currency of this Sale Agreement and for a period of one year following upon its termination or expiry (howsoever caused) it will not (without the Supplier's written consent) directly or by servants agents or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of the Supplier to leave his employment nor shall it employ or otherwise endeavour to employ any officer or employee of the Supplier during the said period.

#### General

57. Neither party shall be liable for failure to perform its obligations under this Sale Agreement if the failure results from force majeure; that is circumstances beyond that party's reasonable control.

58. If any part, term or provision of this Sale Agreement is held to be legally unenforceable, invalid or in conflict with the remainder, the remainder of this Sale Agreement shall be unaffected thereby.

59. No waiver by either party of any breach by the other party of any obligation contained in this Sale Agreement shall constitute a waiver of any other obligation contained therein. Any waiver, to be effective, must be in writing.

60. This Sale Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it.

61. All notices to be given or made hereunder shall be in writing addressed to the party to receive the same at the Supplier's Principal Office or the Customer's Place of Installation or at such other address as each party may notify to the other from time to time and shall be deemed to have been delivered three days after posting in a pre-paid envelope addressed as above.

62. Supplier reserves the right: a) for certain products and services to be delivered or provided and invoiced through one of its Group Companies. "Group Companies" means in relation to Supplier means (as the case requires) all and any of: Supplier's direct or indirect subsidiaries or holding companies and any associated companies in or over which it or its direct or indirect holding companies are able, through a direct or indirect shareholding, to exercise significant influence or control. If not elsewhere defined "Supplier" shall mean Servasure Limited company number 08747104 incorporated in England with its registered office at 97 Tudor House, Duchess Walk, London SE1 2SA also with the trading names Interchange, Interchange Group and PAYGM.

63. This Sale Agreement shall be bind and inure for the benefit of the successors in title or assignees of Supplier hereto.

64. The parties to this Sale Agreement agree that in the event of a dispute arising out of or in connection with this Sale Agreement then they will seek to negotiate a settlement in good faith and agree that any such dispute will in the first instance be referred to the managing director or other senior director of each party with a view to negotiations taking place at a senior level.

#### Perpetual Licence – Licensed Programs

65. Where the program Licence Type is shown as a perpetual licence in the Contract Particulars then subject to the aforementioned conditions, no further licence charges are payable by the Customer for the Licensed Programs for the Maximum Number of Users and the licence hereinbefore contained will remain in force in perpetuity.

66. The Licensed Program configuration or the Maximum Number of Users (as defined in the Contract Particulars or EULA as the case may be) may be upgraded by the Customer at any time during this Sale Agreement, subject to the Customer paying the

difference in the Supplier's licence fees applicable at the time the upgrade takes place.

#### Annual Licence

67. Where the program Licence Type is shown as an annual licence in the Contract Particulars then subject to the aforementioned conditions, the annual licence charge will become payable by the Customer on the anniversary hereof and each succeeding anniversary. Failure to pay the full annual licence charge within 21 days of the anniversary date, unless the Supplier agrees in writing to an extension of the date for payment, may be deemed at Supplier's sole discretion, as termination of the licence for the Licensed Programs hereinbefore contained.

#### Services

68. Unless otherwise expressly specified:

68.1 Services shall be provided on a time and material ("T&M") basis; that is, Customer shall pay Supplier for the time spent performing such Services, plus materials, taxes, and Expenses; and

68.2 The rates for Services shall be Supplier's standard list rates (the "Rates") for work undertaken during "Normal Working Hours" meaning 09:00 to 17:00 on any day other than a Saturday, Sunday or public holiday in the country where the work is undertaken.

68.3 "Out of Hours" work: Out of Hours (i.e. before 9:00 or after 17:00 working is available subject to resource availability and will be charged at the Supplier's normal Rates increased pro rata by 50% for work undertaken Out of Hours but within a period commencing 2 hours before or ending 3 hours after Normal Working Hours (consecutively); and for work undertaken on a weekend, Public Holiday or at other times by 100%.

69. Any estimate of time, days' work required to perform the Services or monetary limit stated in the Contract Particulars, or otherwise, for Services shall be deemed an estimate only for Customer's budgeting and Supplier's resource scheduling purposes. If any such estimate of time, days' work or monetary limit is exceeded, Supplier will co-operate with Customer to provide continuing Services on a T&M basis.

70. All times and dates for provision of Services are estimates and Supplier accepts no liability for failure to meet those dates.

71. A 10 working-day advance notification period is required for cancellation of reserved consultancy bookings without penalty; cancellation must be notified in writing by Customer to Supplier. In the event of a cancellation occurring between 9 and 6 working days before commencement of the booking a 35% cancellation charge of the total charge for Services will be applied. In the event of a cancellation between 5 and 3 days (inclusive) before commencement of the booking a 60% cancellation charge will be applied. For any bookings cancelled less than 3 working days before commencement the cancellation charge is 100%. All cancellation charges are plus any direct expenses incurred or contracted by Supplier that cannot be mitigated. Development orders are non-cancellable.

72. Customer's request for any change in Services must be in writing; this requirement pertains to all such requests including requests for changes in project plans, scope, specifications, schedule, designs, or requirements. Supplier shall not be obligated to perform tasks described in Customer's request until the parties agree in writing to the proposed change.

73. Customer acknowledges that timely provision of and access to office accommodations, facilities, computer systems, equipment, assistance, co-operation, together with complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Co-operation") are essential to performance of any Services, and that Supplier shall not be liable for any deficiency in performing Services if such deficiency results from Customer's failure to provide full Co-operation.

74. Where any Services are included in the Sale Agreement the Supplier will supply such Services with reasonable skill and care services but Supplier makes no warranties, either express or implied, in regard to the quality, performance or fitness for any particular purpose. The Services to be supplied will be those (if any) referred to in any specification or quotation supplied to the Customer. For the avoidance of doubt the Services provided under this Sale Agreement will not include any maintenance or support services or hosting services which will be governed by a separate agreement with the Supplier.

75. Services provided under this Sale Agreement may be in support of Customer's licence to use computer software programs, owned, distributed or hosted by Supplier, under a software licence agreement. The software licence as granted herein shall govern all use by Customer of such programs.

76. Notwithstanding the above Supplier grants Customer a perpetual, non-exclusive, non-transferable royalty-free licence to use any software programs, ideas, know-how, techniques, documentation, reports or specifications which may be developed by Supplier for Customer as Services ("Developments") unless otherwise stated in the Contract Particulars.

77. Developments shall be treated as Licensed Programmes. For the avoidance of doubt, all copyrights, patent rights, and other intellectual property rights in such Developments are retained exclusively by Supplier.

#### Headings

78. The headings to the clauses of this Sale Agreement are for ease of reference only and shall not affect the interpretation or construction of this Sale Agreement.

#### Laws

79. The validity, construction and performance of this Sale Agreement shall be governed by and interpreted in accordance with the laws of England and Parties hereby submit irrevocably to the exclusive jurisdiction of the English Courts.