

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

Words and expressions that appear in these terms and conditions shall have the following meanings: -

"**InfoTech Management Limited**" ("we", "us", "our") means InfoTech Management Limited (registered number 5001639) whose registered office is at 2-4 Packhorse Road, Gerrards Cross, Buckinghamshire, SL9 7QE.

"**User**" means the user on the Customer's internal network within the specified premises.

"**Service Provider**" means any authorised third party who InfoTech Management Limited designates as the provider of the Services.

"**Account**" means the record of all charges due from a customer.

"**Agreement**" means the agreement between InfoTech Management Limited and the Customer in respect of the services incorporating these terms and conditions.

"**Customer**" (You) means the party named as such on the Customer Order Form to Whom InfoTech Management Limited agrees to provide services and by whom charges are payable.

"**Customer Order Form**" means InfoTech Management Limited's current customer order form signed and accepted by the Customer and as amended from time to time.

"**Order**" or interchangeably "Purchase Order" means a customer's order for services made on a Customer Order Form or otherwise notified to InfoTech Management Limited by the customer.

"**Services**" means those services provided by InfoTech Management Limited to the customer as set out in one or more Customer Order Forms for that customer or otherwise notified in writing by InfoTech Management Limited to the customer from time to time.

"**System**" means the specified services, configuration, hardware or software as specified on the Customer Order Form.

"**Network**" means the Customer's personal computers connected to each other forming a local area network (LAN) installed at the Customer's site.

2. PROVISION OF SERVICES

IT Management and Support services

- 2.1. InfoTech Management Limited shall supply technical support services to the Customer for the Customer's Network or Systems at the address specified on the Customer Order Form and with the specifications laid out in the quote and Purchase Order.
- 2.2. InfoTech Management Limited shall use all reasonable endeavours to respond to and resolve any technical issues that may arise on the Customer's Network or with their systems as applicable within the agreed response times.
- 2.3. InfoTech Management Limited or a designated Service Provider will provide our Services.
- 2.4. Response times are estimates and may vary according to the remoteness or accessibility of the Customer's location, the severity of the problem and the availability of engineering resources.
- 2.5. Services may be provided via email, internet, over the telephone, through remote access methods and tools where possible and at the Customer's Location where appropriate (please note that additional charges may apply where an on-site visit is required).
- 2.6. Unless explicitly stated on the Order, the following are not covered under our IT Management and Support services: system rebuilds or reinstallations, items excluded from Warranty, changes to configuration, relocation, preventative maintenance, consumables, diskettes, unnecessary work in our assessment, electrical environment, transfer of data or Software, virus scanning or cleaning, anti-virus updating, data backups.
- 2.7. We may from time to time advise the Customer on issues that need to be addressed, to ensure the Network or Systems remain operational and/or continue functioning optimally, and the best way to implement our recommendations. Note that the Customer in the process of implementing these recommendations may incur other charges, however, We will endeavour to notify the Customer of these charges prior to undertaking any work and will generally only do so if and when authorised to do so by the Customer. If however, the

Customer cannot be reached for authorisation/verification, at their normal place of work, then We reserve the right to proceed without the Customer's explicit consent if We believe that it is in the best interests of the Customer for us to do so.

- 2.8. InfoTech Management Limited may perform a check-up after receipt of an Order from the Customer for Network Support services prior to commencement of the Service. In the event that InfoTech Management Limited does carry out a check-up, it will attempt to identify existing technical issues and may advise the Customer of these issues and any additional steps and/or any expenditure that may be required to resolve them. At no time will this imply that InfoTech Management Limited has an obligation to either carry out a check-up, provide the customer with any information pertaining or relating to the check-up nor make any recommendations based on information gathered from any check up that may have been carried out.
- 2.9. Our standard office hours are 9am to 5.30pm, Monday to Friday excluding bank/public holidays. In addition, we may reduce support cover or close our offices in order to provide technical staff training or to carry out essential maintenance work.

Network installation and other installation services

- 2.10. InfoTech Management Limited shall supply Network or System installation services to the Customer at the address specified on the Customer Order Form and with the specifications laid out in the quote and Customer Order.
- 2.11. Network or System installation Services will be provided by InfoTech Management Limited or Service Provider.
- 2.12. All installation times and dates given are estimates and will vary according to the remoteness or accessibility of the Customer's location, the complexity of the installation or the constituent products, the severity of any problems that may arise during the installation, delays arising as a result of late third party deliveries, delays arising as a result of the Customer limiting or restricting access to their premises to specific times of the day (or specific days), delays arising as a result of unforeseen product incompatibilities, delays arising due to non-availability of required services or products (e.g. telephone lines), and the availability of engineering resources.

All third party product/service supply and sourcing (Delivery/Title/Risk)

- 2.13. Any delivery period communicated to the Customer for third party products or services or for any of our services that are dependent on third party products or services is approximate and based on estimates provided by the third party supplier.
- 2.14. Delivery by instalments may be made.
- 2.15. The place of delivery is as stated on the Order.
- 2.16. Title (Ownership) to all Products and Services supplied by InfoTech Management Limited passes to the Customer on receipt of full payment and until then the Customer must insure and store our goods separately and may not modify, pledge or sell them. InfoTech Management Limited may enter the Customer's site or storage premises to repossess the goods. Should you sell them before title passes, you will become InfoTech Management Limited's agent and the proceeds of that sale shall be held on our behalf, separately from your general funds. InfoTech Management Limited may sue for the price before title passes. If you refuse delivery without our agreement, you must pay our expenses or loss resulting from that refusal, including storage costs, until you accept delivery.
- 2.17. All third party services purchased by the customer are subject to our standard automatic renewal policy (please see clause on Automatic Renewal of Services) except where the terms of the third party provider of that service (Service Provider) require a cancellation notice in excess of the cancellation notice required by our standard Automatic Renewal of services policy.

General (applicable to all services)

- 2.18. InfoTech Management Limited agrees to provide services to the Customer under the terms and conditions of this agreement once InfoTech Management Limited has accepted the Customer's Order. InfoTech Management Limited will have accepted the Order when the conditions for accepting an order have been met (as indicated on the Purchase Order) and when InfoTech Management Limited sends out the Order

- Confirmation in writing by post, facsimile or electronic mail to the Customer.
- 2.19. InfoTech Management Limited may treat each of the Services provided by InfoTech Management Limited to the Customer as being covered by separate agreements (under these terms and conditions) between InfoTech Management Limited and the Customer for the provisions of those particular services. These terms and conditions will continue to apply to any remaining or new services provided notwithstanding the non-availability, suspension or termination of any of the individual services, unless InfoTech Management Limited advises the Customer otherwise in writing.
 - 2.20. The minimum period for the services is as specified in InfoTech Management Limited's Customer Order Form and agreed in a specific Order placed by the Customer on InfoTech Management Limited's Customer Order Form or 12 months if a minimum period is not specified on the Customer Order Form. This is only applicable to Services that are provided over a period of time for example annual support services.
 - 2.21. Automatic Renewal of Services: The Customer is required to provide InfoTech Management Limited with a cancellation notice of no less than one (1) month before the end of the Customer's existing service contract failing which, the Customer will be deemed to have renewed the service at the current rate applicable to that product or service. The Annual Fee may be subject to an annual increase, in the absence of any material alterations to this agreement, will be no more than the annual rate of inflation as determined by the Retail Price Index or 5% whichever is the greater. The Customer will also be deemed to have accepted the latest terms and conditions prevailing at the date and time of the automatic renewal.
 - 2.22. All support for 3rd Party Products or Services, whether sourced through InfoTech Management Limited or elsewhere, will be based on the manufacturers or licensor's warranties and/or guarantees.
 - 2.23. InfoTech Management Limited does not offer any guarantees as to the security, safety or protection of the Customer's electronic or other communications (including electronic mail and Internet access) or System. This responsibility lies solely with the Customer.
 - 2.24. InfoTech Management Limited does not offer any guarantees as to the security, safety or protection of, the Customer's premises, cabling, hardware, data and backup of any data.
 - 2.25. InfoTech Management Limited does not offer any guarantees that it will be able to resolve all technical faults that arise with the Customer's Systems or Network.
 - 2.26. InfoTech Management Limited is not responsible for the installation of nor the maintenance of any additional software, hardware, services or other components, that may or may not be required, unless agreed to in advance and in writing between InfoTech Management Limited and the Customer prior to the installation of any of these components.
 - 2.27. InfoTech Management Limited shall not be responsible for any issues that arise due to the addition of components to the Customer's Network including new software installations, hardware installations, cabling and any other installations without prior written notification to and consent of InfoTech Management Limited.
 - 2.28. InfoTech Management Limited reserves the right to delay the provision of any Service, System, Network, product or component of any Service, System, Network, or product in general, if it believes that doing so will provide a more efficient or reliable or cost effective Service, System, Network or product and ultimately a better service to the customer. Where there is a choice between partial fulfilment/provision of and delayed but complete fulfilment/provision of a Service, System, Network or product, InfoTech Management Limited's decision will be final.
 - 2.29. InfoTech Management Limited reserves the right to charge the Customer an additional amount (over the originally agreed amount) to cover any additional costs incurred by InfoTech Management Limited arising due to or as a result of scheduling changes made by the Customer, non-availability of the Customer or any of the Customer's members of staff who are required to be available or present at an agreed time or place, the Customer limiting or restricting access to their premises to specific times of the the day (or specific days)

- and/or delays arising due to non-availability of required services or products or other resources (e.g. telephone lines) that are supposed to be provided or made available by the Customer unless this has been explicitly agreed to, in writing, prior to the work commencing.
- 2.30. Where a product or service has been discontinued or stock is no longer available at the time InfoTech Management Limited initiates purchasing of the product or service in question, InfoTech Management Limited reserves the right to cancel the order even if the order was previously accepted, by notifying the Customer of our intention to do so and refunding to the Customer the amount paid - within 2 weeks of the notification. If a close alternative to the product or service in question exists i.e. one that will provide technical functionality similar to the product or service in question, then we will advise the customer of this. In the event that we are unable to contact the Customer for authorisation to purchase a substitute and we believe it to be in the best interests of the Customer that we do so, then we will do so. We will of course always endeavour to find the exact product or service in question and will always attempt to contact the customer for authorisation prior to purchasing a substitute.
 - 2.31. InfoTech Management Limited reserves the right to stop providing support for any products or services whose sales have been discontinued or where the manufacturer ceases to provide support for that product or service for whatever reason including liquidation. We may, at our sole discretion, choose to continue providing support on a best-efforts basis for any discontinued products, or for products that are no longer supported by their manufacturers. We may however require that the Customer pay a charge in addition to the standard support already purchased from us, for our continuing support of this product.

3. THE CUSTOMER'S OBLIGATIONS

- The Customer shall at all times throughout this agreement:
- 3.1. Comply with any reasonable directions or instructions issued from time to time by InfoTech Management Limited in connection with the Services being provided by InfoTech Management Limited.
 - 3.2. Ensure that they do not perform any actions that are defamatory and which may be likely to bring the Services or InfoTech Management Limited into disrepute or which may be prejudicial to InfoTech Management Limited's present and future commercial interests.
 - 3.3. Ensure that they do not use the Services provided by InfoTech Management Limited in a manner that will or may constitute a criminal act.
 - 3.4. Provide to InfoTech Management Limited such assistance and/or information in a timely manner as may be required by InfoTech Management Limited to fulfil its obligations under the terms of this agreement.
 - 3.5. Pay InfoTech Management Limited's charges under this Agreement on or before the due date for payment without set off, deduction, counterclaim or abatement.
 - 3.6. Ensure that prior to any work being carried out on the Customer's behalf by InfoTech Management Limited, the Customer will have backed up all of their data onto removable media, verified that the data has indeed been successfully backed up (by running a test restoration of the same data) and stored the data in a safe location (preferably offsite). This is notwithstanding any commitment that any representative of InfoTech Management Limited may have made to the Customer to back up the data on their behalf. Should the Customer wish or require InfoTech Management Limited to undertake to perform backups on their behalf, then the Customer will have to purchase an additional service (referred to as Backup Services in this document. Note that the Backup Services may be referred to differently in other documents) and pay an additional charge. The Backup Services are covered by a separate written agreement between the Customer and InfoTech Management Limited. The agreement covering the Backup Services is valid only if authorised by a valid signature by one or more of InfoTech Management Limited's directors and subject to receipt of full payment for the service prior to the work being performed.
 - 3.7. The Customer shall indemnify and hold harmless InfoTech Management Limited against all liabilities, claims, damages,

losses, costs and proceedings howsoever arising from or in any way connected with the use of the Services provided by InfoTech Management Limited to the Customer under this Agreement.

- 3.8. The Customer may not disclose any ideas, development work, prototypes, products, services, pricing or other material produced or made available by InfoTech Management Limited without the prior written consent of InfoTech Management Limited's director/s.
- 3.9. The Customer, either directly or through another party, may not make any offer of employment nor offer any inducements, to any representative ("the representative") of InfoTech Management Limited, be they current employees (or have been employed by InfoTech Management Limited within 12 months prior to the Customer's offer), external consultants, subcontractors or other parties, that would harm InfoTech Management Limited's commercial interests, cause loss of earnings, or create possible conflicts between InfoTech Management Limited and its representative without the prior written consent of InfoTech Management Limited's director/s. In the event that the Customer wishes to make such an offer (or has made an offer), a fee will become payable by the Customer to InfoTech Management Limited. The fee payable by the customer to InfoTech Management Limited is dependent on the value placed by InfoTech Management Limited on the representative in question and will be decided upon by InfoTech Management Limited's director/s at the time of the aforementioned event but, is subject to a minimum of 40% of the total gross remuneration of the representative during the 12 months prior to the customer's offer.
- 3.10. The Customer accepts full responsibility for the choice of Products or Services purchased from InfoTech Management Limited and its suitability for the intended purpose or use.
- 3.10. Provide InfoTech Management Limited and its representatives with all reasonable courtesy, information, cooperation, facilities and access to enable InfoTech Management Limited to perform its duties, failing which InfoTech Management Limited shall not be obliged to perform any service or provide assistance.

4. CHARGES

- 4.1. Charges and Price EXCLUDES (unless otherwise stated): shipment and insurance. Freight, post and packing and purchase costs (incl. for components & services) which may cause InfoTech Management Limited to adjust prices. The deposit Payment will be made before supply or service. The balance within 30 days of the invoice date. InfoTech Management Limited may suspend deliveries or service until full payment.
- 4.2. Quotations are only valid in writing and during the stated period. If not stated, the period is 21 days for services supplied by InfoTech Management Ltd. Prices quoted for 3rd Party Products are only valid at the time the quotation is produced; confirmation of prices for 3rd Party Products will be supplied on the Customer Order Form.
- 4.3. The Customer shall make payment of such charges for services supplied as detailed in the Customer Order Form or invoice subject to the payment terms stipulated in the Customer Order Form or invoice.
- 4.4. The Customer, subject to receipt of a payment request verbal or otherwise, shall pay the full amount by the due date stated.
- 4.5. Charges shall be due by the date specified in the Customer Order Form or invoice submitted to the Customer by InfoTech Management Limited with regards to the provision of the Services specified in these terms of agreement. If any amount payable by the Customer is not received by the due date for payment, InfoTech Management Limited shall be entitled to suspend the Services and charge interest on the amount overdue at the rate of 5% above the base rate for the time being of Lloyds TSB Bank plc from the due date of payment until the date of actual payment and to recover from the Customer all costs and expenses incurred in attempting to obtain payment from the Customer.
- 4.6. If a Customer disputes any charges shown on an invoice, notice of such dispute must be sent to InfoTech Management Limited, in writing, within 5 days of the date of the invoice,

failing which the Customer shall be deemed to have accepted the correctness of the invoice.

- 4.7. In the event that work is postponed or cancelled, InfoTech Management Limited shall bill the Customer for all work completed and expenses incurred up till the termination or postponement or cancellation of the order. If additional payment is due, this shall be payable within the amount of time stipulated on the customer order form. In the event of cancellation, the Customer shall also pay any expenses, which are incurred by InfoTech Management Limited as a result of the premature termination. The Customer shall assume responsibility for all collection of legal fees necessitated by default in payment.

5. LIABILITY

- 5.1. InfoTech Management Limited does not exclude or restrict any liability to the Customer for death or personal injury attributable to its own negligence as a result of deliberate misconduct of that of its employees.
- 5.2. InfoTech Management Limited shall exercise reasonable skill and care in the provision of the Services.
- 5.3. Except as expressly stated otherwise in this Agreement, in relation to the provision of Services, InfoTech Management Limited shall have no obligation, duty or liability in or for contract, tort (including negligence and breach of statutory duty) or otherwise and all other conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) are excluded.
- 5.4. InfoTech Management Limited shall not be liable for any direct, indirect or consequential losses to data, damage or expenses suffered by the Customer including (but not limited to) loss of anticipated profits or savings, goodwill, business contracts or losses resulting from third party claims.
- 5.5. InfoTech Management Limited shall not be liable for any direct, indirect or consequential losses incurred by the customer as a result of data loss, failure of third party hardware and software or services unless specifically agreed to in writing in advance between InfoTech Management Limited's director/s and the customer.
- 5.6. InfoTech Management Limited shall not be liable for any damage remedied by InfoTech Management Limited within reasonable time.
- 5.7. InfoTech Management Limited shall not be liable for any loss avoidable by you through reasonable conduct, including backing up all data and following InfoTech Management Limited's reasonable advice generally
- 5.8. InfoTech Management Limited shall not be liable for damage caused by third party products or services.
- 5.9. InfoTech Management Limited shall not be liable for all items excluded from the Warranty (where applicable) or by Force Majeure.

6. GENERAL

- 6.1. Any work that the Customer wishes InfoTech Management Limited to carry out which is not specified in the quote or order form will be considered an additional service. Such Work shall require a separate Agreement and payment separate from that covered by this Agreement. Any additional work requested by the Customer, of a visiting Engineer, during the fulfilment of another order will be deemed to be a request by the Customer for the provision of that service and that additional work, and if accepted by the visiting engineer, will be billed separately to the customer at the rate prevailing at the time of the request.
- 6.2. InfoTech Management Limited shall address all bills and serve any notices on the Customer pursuant to this agreement in writing either by post to the address set out on the Customer Order Form, or if the Customer has informed InfoTech Management Limited in writing, of any change of address (the "New Address"), to the New Address or by facsimile to the facsimile number set out on the Customer Order Form, or if the Customer has informed InfoTech Management Limited in writing of any change of facsimile number, to the new facsimile number or by electronic mail ("email") to the electronic mail address set out on the Customer Order Form, or if the Customer has informed InfoTech Management Limited

- in writing of any change of electronic mail address, to the new electronic mail address.
- 6.3. The Customer shall serve any notices on InfoTech Management Limited pursuant to this agreement in writing either by post to InfoTech Management Limited, Suite LP47063, 20-22 Wenlock Road, London, N1 7GU, or if InfoTech Management Limited has informed the Customer of any change of address (the "New Address"), to the New Address or by facsimile to +44 (0)20 8148 2202, or if InfoTech Management Limited has informed the Customer of any change of facsimile number, to the new facsimile number or by electronic mail ("e-mail") to enquiries@InfoTechManagement.co.uk, or if InfoTech Management Limited has informed the Customer of any change of electronic mail address, to the new electronic mail address.
- 6.4. If the Customer registers a limited company or partnership and ownership of the Customer's company is transferred to this limited company or partnership or any other legal entity then these terms and conditions will apply to the limited company, partnership or other legal entity as well.
- 6.5. All documents dispatched by InfoTech Management Limited to the Customer shall be deemed served 48 hours after posting or, in the case of transmission by facsimile or electronic mail, 4 hours after the time of dispatch.
- 6.6. We may occasionally monitor and/or record communications (including phone calls and emails) between the Customer and us, to ensure that we are meeting our service standards.
- 6.7. Failure by InfoTech Management Limited to exercise any of its rights under these terms and conditions shall not be a waiver or forfeiture of such rights. No express or implied waiver by InfoTech Management Limited shall be construed as a continuing waiver, nor shall it prevent InfoTech Management Limited from acting upon that or any subsequent breach or from enforcing any term or condition. No concession granted by InfoTech Management Limited to the Customer shall operate as a waiver or forfeiture nor shall it prejudice exercise of InfoTech Management Limited's rights (whether or not the customer shall have acted upon the same or shall have received any prior notice withdrawing such concession).
- 6.8. We may change the terms of this agreement at any time by telling you about the change. We will tell you about any changes in one or more of the following ways: advertising in the press; posting a notice on one or more pages on our website; emailing, faxing and/or posting a notice along with other communications sent to You; emailing, faxing and/or posting a separate written notice. Changes will happen at least 10 days after we tell you about them, apart from changes in prices which may apply immediately. We may make changes to take account of market conditions, changes in the cost of providing this service to you, changes or anticipated changes in legal or other requirements affecting us, any systems or product development or the introduction of new products or services, or any other good reason.
- 6.9. These terms and conditions shall override any previous terms and conditions stipulated by the Customer or InfoTech Management Limited.
- 6.10. No variation of this Agreement shall be effective unless agreed to in writing by InfoTech Management Limited.
- 6.11. This agreement is governed by English Law and English courts shall have exclusive jurisdiction as regards any dispute arising out of the same.

7. CONFIDENTIALITY

We will keep confidential all confidential information about your business disclosed by you whether disclosed verbally, in writing, obtained via remote access or discovered in the process of resolving issues and we require you to keep confidential (and to require your staff to do so) all confidential information which we may disclose to you. Obligations of confidence shall survive the termination of this Agreement and for so long as the information disclosed remains outside the public domain, but shall not restrict our freedom to copy and to re-use programs and techniques developed by us for or with you and whether or not based upon confidential information disclosed by you to us. "Confidential information" in this Clause includes all technical and commercial information about you and us and your and our respective

businesses, products, services, policies and prices and all other information expressly or by implication passed on in confidence.

8. DATA PROTECTION

- 8.1 Your data will be held and/or transferred in strict accordance with the applicable data protection laws and InfoTech Management Limited's data protection registration and you consent to this. InfoTech Management Limited will not use your data for direct marketing purposes.

9. FORCE MAJEURE

- 9.1 InfoTech Management Limited is not liable for delays in performance (incl. delivery or service) caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters.

10. MISCELLANEOUS

- 10.1 If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. InfoTech Management Limited may subcontract its obligations to a competent third party. Otherwise, neither party may assign or transfer any obligations or rights. All notices must be in writing (by hand, electronic mail, facsimile or 1st class post deemed delivered 48 hours after posting) and sent to a legal officer of either party.

January 2009