



STANDARD TERMS OF BUSINESS

This document constitutes the standard terms of business of Informu Solutions Limited (hereafter referred to as "Informu"). This document is provided to [Customer Name](#) (hereafter referred to as "the Customer") of [Customer Address](#), with relation to the supply and support of the Informu Information Asset Register system (hereafter referred to as "the software").

Customer:	
Version:	
Status:	
Version Reason:	
Date:	
Comment:	
Related Documents:	



1. Provision of Software and Services

- 1.1. Informu will agree to provide the software and associated support services detailed within agreed the 'Specification of Work' document for the project. The software includes updates and new releases.
- 1.2. The provision of any hosting and infrastructure arrangement together with associated hardware and system software maintenance services is subject to a separate agreement.
- 1.3. The copyright and all other intellectual and industrial property rights in the software (including any amendments or enhancements thereto whether made by Informu or the Customer) shall be the property of Informu. This does not automatically preclude the grant by Informu to the Customer of the right to develop business applications using the software. Any such agreement will be contained within a documentary instrument between Informu and the Customer. Informu retains the right to re-use and market the theory, designs and code of all software that Informu authors.
- 1.4. The Customer undertakes (i) not to infringe Informu's copyright or other intellectual and industrial property rights in the Software and (ii) to indemnify Informu from any loss damage or liability which may arise from any such infringement if due to the Customer's fault but not otherwise. This clause will survive termination of this Agreement.
- 1.5. Allocation of personnel to particular tasks is at the sole discretion of Informu.
- 1.6. Informu will use all reasonable endeavours to provide the software and services on any dates agreed with the Customer and time shall not be of the essence unless otherwise specifically agreed in writing within any separate documentary instrument.
- 1.7. The Customer is entitled to the support services within Support Schedule 1, for the length of this agreement, between the hours of 08:30 hrs and 17:30 hrs, Monday to Friday, excluding UK public holidays.
- 1.8. The Customer may request in writing for special extended periods of coverage. Extended support service options are subject to Informu's approval and Informu's terms, conditions and prices for such services prevailing at the time.
- 1.9. The support service is contingent upon the use of the software supplied by Informu in accordance with the agreed 'Specification of Work' document and does not include any of the following:
 - 1.9.1. Service to a version other than the current or immediate prior release.
 - 1.9.2. Efforts to restore a release of the software beyond the current or immediate prior release.
 - 1.9.3. Efforts to assist in the restoration of customer data beyond the most recent backup.
 - 1.9.4. The resolution of software or hardware defects or errors due to accidental damage or misuse.



1.9.5. Resolution of defects or errors to software or hardware that has not been supplied, installed or implemented by Informu.

1.9.6. Service to systems and operating software not meeting the minimum requirements specified within the 'Specification of Work' documents.

1.9.7. Please note that provision of support services are subject to a fair use policy which will be reviewed from time to time.

2. Payments, Prices and Charges

2.1. Charges by Informu to the Customer shall commence upon agreement to proceed, represented by a documentary instrument (this agreement) signed by both parties.

2.2. The subscription charge for the software and integral support service, as detailed with Schedule 1 of this agreement, shall be invoiced annually in advance upon acceptance. The charge for the software and support service may be revised annually, but shall be at a rate no greater than the increase in the published rate of inflation at the time of renewal, apart from increases due to additions in the content or complexity of the software.

2.3. The charge for any Additional Services agreed with the Customer shall be invoiced at the end of the month in which the services have been undertaken, based upon the number of days provided to the Customer. The minimum unit is one half day.

2.4. All payments must be in UK Sterling.

2.5. All invoices shall be paid within 30 (thirty) days of the date of the invoice.

2.6. All charges quoted and sums payable are exclusive of VAT to be paid by the Customer to Informu at the rate prescribed by law.

2.7. The Customer shall pay interest on all unpaid invoices unless disputed at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is higher, for any period over and above the 15 days agreed after the invoice date or 60 days if in dispute. If the dispute is found to be in favour of the Customer, there will be no interest charged.

2.8. If a cheque is returned from the bank as unpaid for any reason, the Customer will be liable to an administration charge of UK £35.

2.9. Subject to fair and reasonable discussion with the Customer, if payment is not received on the due date, Informu reserves the right to immediately withdraw, suspend or limit services relating to the provision of the hosted software and support of the software.

3. Warranty

3.1. Informu warrants that personnel will be suitably experienced for the services to be performed.



- 3.2. Informu warrants that it will use reasonable care and skill in the performance of this agreement.

4. Limitation of Liability

- 4.1. Informu is not in any way liable in contract or otherwise for loss whether direct or indirect, incidental, punitive, special or consequential, of business, revenue or profits, goodwill, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.
- 4.2. Subject to clause 3 above, Informu makes no additional warranty as regards its software and services. In all cases Informu will not be responsible for any damage allegedly suffered or claimed by the Customer for any reason including, but not limited to, loss of data, wrong or non-deliveries and service interruptions.
- 4.3. Informu's maximum liability to the Customer for any cause whatsoever arising out of or in connection with this agreement will be for direct damages only and will be limited to the charges paid for the current agreed three-month period by the Customer in respect of the subscribed software and support services that are the subject of any such claim.
- 4.4. The limitations set out above will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action, or other legal or equitable theory.

5. Customer Obligations

- 5.1. The Customer will follow the reasonable advice of Informu in relation to all technical and operational matters relating to the work.
- 5.2. The Customer will ensure that their personnel co-operate with the representatives of Informu and that any necessary information is supplied promptly.

6. Performance

- 6.1. Since the performance of software and computer systems cannot be calculated precisely in advance of actual use, information given or statements made by Informu to the Customer (whether before or after the date of any agreement or specification of works) as to the capability, throughput or performance shall be deemed to be statements of the expectations of Informu and not statements of fact.

7. Incorrectly Reported Software Errors or Faults

- 7.1. If Informu is required at any time to undertake work in order to rectify a suspected error or fault but on investigation no such errors or fault exists, or where a reported error or fault is the result of incorrect input of data which is clearly auditable as being introduced by the Customer, or where a reported error or fault is proven by Informu to be unrelated to any software, third party software or hardware supplied, installed or implemented by Informu, then Informu shall be entitled to charge the Customer its normal daily rate as in force at that time for carrying out such investigative work.



8. Licence

- 8.1. All software and any third party software is furnished to the Customer under a grant of licence from the author. Any third party software supplied under agreement is subject to the author's own software licence terms, a copy of which can be provided on request.
- 8.2. Software authored by Informu is provided to the Customer under a perpetual grant of licence subject to the subscription terms embodied within this agreement. It is supplied for the sole use of the Customer and may not be copied, reproduced, rented, leased, sublicensed, distributed or otherwise made available to any other organisation or individual without the written permission of Informu.

9. Confidentiality

- 9.1. Informu will not, without the written consent of Customer, assign, sub-contract, disclose or otherwise make available to any third party any data, or documentation developed specifically for the Customer, except to any sub-contractors named within Schedule 1.
- 9.2. Both parties agree not to disclose to any third party information obtained during the course of, or as a result of, the work, relating to the business affairs of either party without the written consent of the other party and shall procure that all their employees, contractors, agents, and sub-contractors enter into confidentiality agreements on substantially similar terms.
- 9.3. Data protection: should Informu receive or access any sensitive person-identifiable data from the Customer, it will only be used for the purpose of the agreed service delivery and shall not be used for any other purposes, unless prior agreement has been sought from the data subject.
- 9.4. Certain information and materials supplied by Informu with the services and content management software, such as, but not limited to, logic diagrams and manuals, schematics and drawings, are Informu confidential.
- 9.5. Paragraphs 9.1, 9.2 and 9.4 shall not apply to information generally available to the public from other sources or information that can be shown to have been already lawfully obtained from a third party without a restriction against disclosure.

10. Termination

- 10.1. Except where there are express clauses within a supporting schedule for the grant of licence and support of third party software, an agreement may be terminated at any time by either party in writing upon giving at least 90 days notice.
- 10.2. Upon termination of an agreement, the Customer shall pay all of the unpaid charges to date as described within the appropriate schedule and the out-of-pocket expenses of Informu accrued up to the date of termination of the agreement.



11. Force Majeure

- 11.1. In the event of the performance of the agreement being prevented or delayed by events outside the control of Informu, including but not limited to government legislation, civil unrest, war, terrorist action, strikes, natural disasters, fire or flood, then Informu may suspend performance of the agreement without liability and without prejudice to the rights of Informu under the agreement, provided always that all reasonable endeavours are made by Informu to avoid and minimise such suspension. In the event of suspension of this agreement as a result of 'Force Majeure' for a period of more than 90 days, the Customer may terminate this agreement giving not less than 24 hours written notice.

12. General

- 12.1. An agreement contains express warranties and conditions, including those binding on Informu and all other terms, warranties and conditions, whether express, implied, collateral, statutory or otherwise, are hereby excluded, except any which may not lawfully be excluded.
- 12.2. The waiver by either party of a breach or default of any of the provisions of an agreement by the other party shall not be construed a waiver or any succeeding breach of the same or other provision nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13. Law

- 13.1. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to a contract or breach thereof, and that the laws of England shall govern such controversy or claim.

14. Notices

- 14.1. Any notice to be given under an agreement shall be in writing and be delivered in person, by first class or airmail registered mail or by electronic mail. Notice by mail shall be deemed to have been served seven days after posting and by electronic mail when despatched provided that a confirming copy is sent by first class or air mail within 24 hours of transmission. Notices to the Customer shall be sent to the address at the head of an Agreement or such other address as notified in writing. Notices to Informu Solutions Ltd shall be sent to 10 Evelyn Road, Bath, BA1 3QF. Such notices will only be deemed as effective upon acknowledgement by each party to the other of receipt.

10 Evelyn Road, Bath, BA1 3QF

info@informu-solutions.com

Registered in England no. 06972796

VAT no. 986636165



Schedule 1

10 Evelyn Road, Bath, BA1 3QF
info@informu-solutions.com
Registered in England no. 06972796
VAT no. 986636165



Agreement

Signed for an on behalf of the Customer:

Name:

Signature:

Date:

Signed for an on behalf of Informu:

Name:

Signature:

Date:
