IXIS IT LIMITED TERMS AND CONDITIONS

All Services provided by us will be subject to the following agreement:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause and the Particulars apply in this agreement.

Acceptance Date: the date on which confirmation of acceptance is issued by you under clause 8.1(a).

Acceptance Tests: the tests of the Software after installation to be agreed in accordance with clause 7 and contained in the Work Package.

Charges: the charges set out in the Work Package.

Commencement Date: the date on which this agreement becomes effective as set out in the Particulars.

Confidential Information: information of commercial value, in whatever form or medium, which has been kept confidential by the party from whom the information originates and which has not come into the public domain during the term of this agreement in breach of any obligation of confidence, including information relating to the Software or any of its constituent parts, the Source Code relating to the Software or any such parts, commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing.

Contract Year: any 12-month period ending on any anniversary of the Commencement Date.

Control: a business entity shall be deemed to "Control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

Critical Fault: a reproducible fault which substantially hinders or prevents you from using a material part of the functionality of the Software.

Data Protection Law: all applicable data protection law and regulations in any jurisdiction.

Defect: an error in the Software that causes it to fail to operate substantially in accordance with the Work Package.

Development Work: services provided in developing the Software.

Dispute Resolution Procedure: the procedure for dealing with disputes under this agreement as set out in clauses 23.17 – 23.20.

Documentation: the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by us to you.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Hosting Services: the hosting services provided in accordance with the terms of Schedule 2.

Installation Tests: the installation tests set out in clause 5.1 and the Work Package.

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

Licence: the licence granted under clause 12.

Maintenance and Support Agreement: the form of maintenance agreement for the Software contained at Schedule 1.

Maintenance Release: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Materials: the content provided to us by you from time to time for incorporation in the Software or otherwise.

Modified Software: the standard software programs used by us, modified or to be modified by us under this agreement, which shall include any Maintenance Release or New Version.

New Release: a new release of all or any part of the Software suitable for use by you in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.

New Version: a new version of the Software framework currently used by you provided by us after the Acceptance Date which provides additional or improved functionality or performance.

Non-Critical Fault: any reproducible fault in the Software other than a Critical Fault.

Normal Working Hours: the hours 9.00am to 6.00pm GMT, Monday to Friday, except UK Bank Holidays. Support Hours are classed as 8 hours per day, and a development day is typically 7 hours.

Open-Source Software: any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Software, or with which the Software is compiled or to which it is linked.

Particulars: the particulars at the front of this Agreement.

Permitted Purposes: the meaning given in clause 15.1.

Personal Data: data subject to protection under Data Protection Law in any jurisdiction.

Project Manager: our employee who has overall responsibility for the Services.

Services: the services to be provided by us under this agreement detailed in the Work Package.

Site: the location in which you want the Software to be uploaded.

Source Code: the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable your development personnel to understand, develop and maintain that software.

Support Service(s): support services supplied in accordance with Schedule 1 and the Work Package.

Support Staff: our officers, employees, agents or subcontractors connected with this agreement, including those individuals who perform our obligations under this agreement.

The Software: the software configured by us for you using Open Source Software.

Third-Party Licences: the open-source software licences relating to the Software, including the general public licence (if applicable), and any proprietary third-party software licences which are to be provided to you or us without modification.

Third-Party Software: the software programs proprietary to third parties, which are to be provided to you without modification.

Updating Service: the service supplied under clause 2.4 of Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Work Package: the Work Package of the Services to be carried out, as agreed between us and attached at Appendix 1.

Working Days: a day (other than a Saturday or a Sunday) or which commercial banks are open for general business in London.

Your Representative: a person duly authorised by you to act on your behalf for the purposes of this agreement and identified to we by written notice from you.

1.2 The schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

2. SCOPE AND CHARGES

We agree to provide you with the Services from the Commencement Date in accordance with the Charges.

3. SOFTWARE AND DOCUMENTATION

3.1 We shall carry out the Services with skill and expertise, to provide the Software in accordance with the Work Package.

3.2 We shall provide the Software to you under the standard licence terms provided by the relevant third parties, and you agree to be bound by all Third Party licences, and, in particular, the GNU General Public Licence.

3.3 We shall provide to you copies of the Documentation that you may require for the proper use and maintenance of the Software.

4. SERVICES

4.1 If instructed by you, we shall develop the Software and make the modifications to it in accordance with the requirements of the Work Package.

4.2 As part of the Development Work, we agree:

(a) to deliver and install the Software;

(b) to carry out, in conjunction with you, the Acceptance Tests; and

(c) to provide the Software in accordance with the Work Package,

on the terms and conditions set out in this agreement.

4.3 In addition and/or separate to the Development Work, if requested to do so by you and subject to our Charges, we shall:

(a) provide maintenance and support of the Software under Schedule 1;

(b) provide consulting Services to include training;

(c) provide Hosting Services under Schedule 2;

(d) provide any other Services agreed between us from time to time.

4.4 Time shall not be of the essence regarding any date for delivery by us of any good or service specified in this Agreement.

4.5 The provision of Services to you is subject to your payment of the Charges. We reserve the right to suspend our Services in the event that our Charges are not paid on time. Services will recommence upon full payment being received.

4.6 In performing the Services, we shall comply with your reasonable instructions to ensure minimal disruption to the Business and will provide the Services in accordance with Good Industry Practice.

5. PRE-INSTALLATION TESTING

5.1 Before delivering any item of Software to you, we shall carry out reasonable Installation Tests to ensure that such item is in operable condition and is capable of meeting the requirements of the Work Package once properly installed. This will

include up to three installation tests. Any further tests will incur further costs, to be agreed between us in advance.

5.2 As the Software is developed to only work with current browsers, testing will only be carried out on the latest and previous version of the following browsers: Firefox, Safari, IE and Chrome ("**the Versions**").

6. Software delivery, installation and delays

6.1 We shall deliver the Software to you in accordance with the terms of the Work Package.

6.2 We shall supply to you, any such information and assistance as may be necessary to enable you to prepare for the installation of the Software and can provide you with guidance on suitable hardware.

6.3 You shall prepare your systems and processes for the installation of the Software.

7. Acceptance tests

7.1 Upon receipt of the Software, Acceptance Tests will be carried out by you, as detailed in the Work Package, within five Working Days of delivery, in accordance with clause 6.1.

7.2 If the Software fails to pass the Acceptance Tests, you shall, within five Working Days from the completion of the Acceptance Tests or any part of these tests, provide a ticket or e-mail confirmation to this effect, giving details of such failure(s). We shall then remedy the defects and/or deficiencies and the relevant test(s) shall be repeated by you up to three times within a reasonable time and no later than 20 Working Days of the first test.

7.3 If the Software fails in some material respect to pass any repeated Acceptance Tests within 20 Working Days from the date of its second submission to the Acceptance Tests, then upon receiving a ticket from you we may choose at our sole discretion:

(a) to fix (without prejudice to your other rights and remedies) a new date for carrying out further tests on the Software on the same terms and conditions;

(b) to permit installation of the Software subject to such amendment of the Work Package and/or reduction in the Charges as, after taking into account all the relevant circumstances, is reasonable; or

(c) if material defects cannot be corrected within a period of three months from the commencement of Acceptance Tests under clause 7.1, to allow you to reject the Software as not being in conformity with the agreement, in which event you may terminate this agreement.

8. Acceptance

Acceptance of the Software shall be deemed to have occurred on whichever is the earliest of:

(a) the delivery by you of an acceptance ticket or e-mail;

(b) the expiry of ten days after delivery of the Software if the Acceptance Tests for that module have not started, or have not been pursued with due diligence; or

(c) the use of the Software by you in the normal course of the Business.

9. PAYMENT

9.1 We shall submit invoices for the Charges, in accordance with the Work Package. You shall make payment of each invoice, including any tax due and payable, by the due date stated in the Work Package or within 30 days of receipt of the invoice, whichever is earlier.

9.2 If any sum is not paid on or before the due date, you shall pay us interest at 4% above Bank of England's base rate for the period beginning on the due date and ending with the date on which the sum is paid.

9.3 We may increase the Charges at any anniversary of the Commencement Date by giving you at least one month's notice before such anniversary of our proposed increased Charges. The increase may not be any more than 10% in any one year.

9.4 Reasonable out-of-pocket expenses may be charged by us, provided we have received your advance consent to this.

10. CHANGE CONTROL AND TECHNOLOGY SUBSTITUTION

10.1 You may, by giving written notice to us at any time during the term of this agreement, request a change to the Software.

10.2 Within seven working days of receipt of such notice, we shall, at our standard rates then in force, prepare for you a written notice of any increase or decrease in the Charges, and of any effect that the requested change would have on the Work Package.

10.3 Within 14 Working Days of receipt of the written notice referred to in clause 10.2, you shall inform us in writing of whether or not you wish the requested change to be made. If the change is required, we shall not make the requested change until we have agreed with you any changes to the Work Package and Charges in writing. Once agreed, the change shall become immediately effective and each of us will perform our respective obligations arising as a result of the changes.

11. OWNERSHIP

11.1 The Documentation is our property (or the appropriate third-party rights-owner(s)) and you acquire no rights in the Documentation other than those expressly granted by this agreement.

11.2 You hereby acknowledge that all the Software is operated using Open Source Software, provided on an "as is" basis.

11.3 As the Software is developed in accordance with Open Source Software principles

using a GNU General Public Licence, no warranty is given by us that the Software will not infringe the Intellectual Property Rights of any third party anywhere in the world.

11.4 You agree that we can use any know-how, code and ideas developed and used in the performance of our Services to assist other clients but at no point will your Confidential Information be disclosed.

12. SOFTWARE LICENCE, DOCUMENTATION AND WARRANTY

12.1 We grant you, subject to the terms of this agreement, the non-exclusive, non-transferable royalty-free, GNU General Public Licence in relation to the Software to:

(a) use the Software;

(b) study/decompile the Software;

(c) re-distribute copies of the Software;

(d) improve the Software and release the improvements.

12.2 You shall comply with the Third-Party Licences and shall indemnify and hold us harmless against any loss of damage which we may suffer or incur as a result of your breach of such terms howsoever arising.

12.3 Whilst we will use our reasonable endeavours to develop the Software in accordance with the Work Package, we give to warranties that it will be uninterrupted, error or virus free. Software, by its very nature, is susceptible to errors and viruses.

12.4 Subject to clause 12.3, we warrant that the Software will comply with the Work Package for a period of one month from the Acceptance Date.

12.5 In the event that we are satisfied that the Software does not confirm to its Work Package, we will make up to three attempts to remedy any non-conformity as long as you provide us with written notice of the non-conformity within 10 Working Days of being aware of the same.

12.6 This clause 12 sets out your only remedy for a breach of warranty.

12.7 We do not provide any warranties that the Software will be able to operate in conjunction with any hardware items or software products other than those identified in the Documentation to be compatible with the Software.

12.8 Any unauthorised modifications or improper use by you of the Software will render our warranty null and void.

12.9 Whilst we shall use reasonable endeavours to ensure the integrity of the network, we do not guarantee that the Software will be free from unauthorised users or hackers.

13. SUPPLIER PERSONNEL: SOFTWARE AND SUPPORT SERVICES

13.1 We alone shall be responsible for the supervision, direction, control, wages, taxes,

national insurance and benefits of the Project Manager and the Support Staff. We assume full responsibility for their acts and omissions and acknowledge that they are not your employees or agents.

13.2 During the term of this agreement and for a period of six months after its termination neither of us shall, without the prior written consent of the other, solicit, or permit any party to solicit, the employment of any person who is employed by the other party providing/receiving the Services.

14. Customer's obligations

14.1 You shall co-operate with us in any manner reasonably required by us in order to carry out the Services, including provision of information and data, making available suitably qualified employees and contractors of yours and, subject to our compliance with your normal security requirements you shall also:

(a) provide access to your systems for the purpose of carrying out diagnostics and correction of Defects, provided that system access shall be direct or remote, at your option, and that, in the latter case, such access will be subject to our compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by us;

(b) provide such further access for the Support Staff as is necessary to carry out our obligations under this agreement. You shall obtain for us all permissions necessary to obtain such access;

(c) make back-up copies of the data updated to the Software and we will have no liability for your failure to do the same;

(d) keep all passwords and user access credentials secure. We cannot accept any liability for your failure to do this, or for any damage you may suffer, as a result of third party hackers accessing the Software;

(e) encrypt any data you upload to the Software or transmit over the Internet;

(f) maintain insurance cover in respect of any loss or damage to data stored on the Software.

15. Confidentiality and publicity

15.1 Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement ("**Permitted Purposes**").

15.2 The restrictions imposed by clause 15.1 shall not apply to the disclosure of any Confidential Information which:

(a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 15;

(b) before any negotiations or discussions leading to this agreement was already known by the receiving party and was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; or

(c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the

disclosing party to limit disclosure to such authorised person to the extent necessary).

15.3 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

15.4 This clause 15 shall remain in full force and effect, despite any termination of the Licence or this agreement.

16. DATA PROTECTION

16.1 The following definitions apply:

(a) the terms "data controller", "data processor", "data subject" and "processing" bear the respective meanings given them in the Data Protection Act 1998, and "data protection principles" means the eight data protection principles set out in Schedule 1 to that Act.

(b) data includes Personal Data.

(c) **Customer Personal Data** means any Personal Data provided by or on behalf of you.

16.2 We shall:

(a) only carry out processing of any Customer Personal Data on your instructions;

(b) implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage; and

(c) only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

16.3 We shall promptly and fully notify you in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as you may reasonably require.

16.4 You acknowledge that we will be acting as a data processor, rather than as a data controller, in respect of all such data processing activities which we carry out under this agreement.

17. EXPORT

17.1 Neither party shall in any circumstances export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

17.2 Each party undertakes:

(a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

(b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

18. Intellectual Property

18.1 You retain all Intellectual Property Rights in the Materials and grant us a licence to such Intellectual Property Rights to the extent required to perform our obligations, pursuant to this Agreement.

18.2 You shall fully indemnify us against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe any Intellectual Property Rights of a third party. We will provide you with notice of such infringement as soon as we are aware of the same.

19. Limitation of liability

19.1 Neither party excludes or limits liability to the other party for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any matter for which it would be unlawful for the parties to exclude liability.

19.2 Subject to clause 19.1, we shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) any loss or corruption (whether direct or indirect) of data or information;

(c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

(d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

19.3 Clause 19.2 shall not prevent claims, which fall within the scope of clause 19.4, for:

(a) direct financial loss that are not excluded under any of the categories set out in clause 19.2(a) to clause 19.2(d); or

(b) tangible property or physical damage.

19.4 Subject to clause 19.1, our total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement, in respect of any cause of action related to the provision of the Services, be limited to the total Charges paid for the Services by you to us during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 Subject to clause 20.3, this agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20.3 Either party may assign, transfer or subcontract any or all of its rights and obligations under this agreement to an affiliate of that party for so long as that company remains an affiliate of that party. The assignor shall procure that such company assigns any rights assigned to it in accordance with this clause 20.3 back to the assignor or another affiliate of that party immediately before it ceases to be an affiliate of that party.

20.4 Notwithstanding clause 15, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 20.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

21. DURATION

21.1 Subject to clause 21.2, this agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 22, until the Services have been completed.

21.2 Either party may serve three months' written notice upon the other to terminate the Agreement.

22. TERMINATION

22.1 Without prejudice to any rights that have accrued under this agreement or any of its

rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

(h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 22.1(d) to clause 22.1(j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

22.2 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.

22.3 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clause 1,

clause 11, clause 15 to clause 19, and clause 22 shall remain in full force and effect.

22.4 On termination of this agreement for any reason, each party shall as soon as reasonably practicable:

(a) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, storage devices or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party;

(b) permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party;

(c) subject to clause 22.4 (d), return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them, provided, regarding your rights under this clause 22.4(c), that you have (if appropriate) paid us in full for such equipment and materials. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.

(d) On termination of this agreement for any reason, we shall, as soon as reasonably practicable, vacate your premises leaving them clean and tidy and removing any goods, materials or equipment belonging to us.

22.5 On termination of this agreement for any reason, you shall immediately pay any outstanding unpaid invoices and interest due to us. We shall submit invoices for any Services that we have supplied, but for which no invoice has been submitted, and you shall pay these invoices immediately on receipt. You will not be entitled to any refund in respect of any third party services for which we would have had to pay for in advance, such as hosting.

23. General

23.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23.2 Except, as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23.3 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

23.4 Each party acknowledges that, in entering into this agreement and the documents referred to in it do not rely on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents.

23.5 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.

23.6 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23.7 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

23.8 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

23.9 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

23.10 No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

23.11 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23.12 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

23.13 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly authorised by you or we (as the case may be).

23.14 Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 180 days or more, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

23.15 If termination occurs under clause 23.14, all sums paid to us by you under this

agreement shall be refunded to you, except that we shall be entitled to payment on a *quantum meruit* basis for all work done before termination, provided that we take all reasonable steps to mitigate the amount due.

23.16 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication or as otherwise specified by the relevant party by notice in writing to each other party.

23.16.1

(a) Any notice shall be deemed to have been duly received: if delivered personally, when left at the address and for the contact referred to in this clause;

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

23.16.2

A notice required to be given under this agreement shall not be validly given if sent by email.

23.16.3

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

23.17 Any dispute which may arise between the parties concerning this agreement shall be determined as provided in this clause 23.17 to 23.20.

23.18 For the purpose of this clause 23.18 a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.

(a) unless this agreement has already been terminated by the date of the notice of dispute, we shall, in every case, continue with the Services with all due diligence regardless of the nature of the dispute and you shall continue to make payments (excluding any disputed sums) in accordance with the terms of the Agreement;

(b) after service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 23.18(b) shall be extendable by mutual agreement):

(i) within two days, the Project Manager and Your Representative shall meet to attempt to settle the dispute;

(ii) if the Project Manager and Your Representative are unable to reach a settlement within seven days from the date of service of the notice, the managing directors of each of the parties shall meet within the following seven days to attempt to settle the dispute; and

(iii) if no settlement results from the meeting specified in clause 23.18(b)(ii), for the following 28 days the parties shall attempt to settle the dispute by mediation by an

independent mediator, with costs to be shared equally between the parties.

(c) If no settlement is reached under clause 23.18(b):

(i) if the dispute is of a technical nature concerning the interpretation of the Work Package or any similar or related matter then such dispute shall be referred for arbitration. The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his or her fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees;

(ii) in the case of a dispute over purely legal issues, or where disposition of the legal issues would dispose of all other issues in dispute, the matter shall be brought before the English High Court in the most expeditious manner possible, and the parties agree to co-operate in the speedy conduct of such legal proceedings; and

(iii) in any other case, the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

23.19 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.20 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Maintenance and Support

NB: The Definitions contained in clause 1.1 of this Agreement will apply to this Schedule.

1. Supported Software

1.1 If requested by you, and if we agree, we will provide support and maintenance in respect of the Software, subject to the Charges, in accordance with the terms of the Work Package, which will clearly set out the number of Support Service hours we will be providing.

1.2 In relation to Maintenance Releases:

(a) as part of the Updating Service, we shall from time to time make Maintenance Releases available to you without charge; and

(b) you shall use your best efforts to keep the Software up to date.

1.3 In relation to New Versions, if we release a New Version and you decide not to acquire and install such New Version, that decision shall not give rise to any right to terminate this agreement, nor shall it result in any adverse effect on the Services or the performance of our obligations under this agreement. However, if we have released a New Version since the version which forms part of the Software, and you have not, within 12 months of us having notified you that a New Version is available, acquired and installed that New Version, we may terminate this agreement by giving one month's written notice to you given at any time after the expiry of such period. Pending any such termination our obligations in respect of the Software shall be reduced accordingly to an amount agreed between us.

2. The support service

2.1 Support shall be provided during Normal Working Hours or during the hours set out in the Work Package and shall comprise:

(a) a ticketing system to provide first-line technical support to users of the Software;

(b) remote diagnosis and, where possible, correction of faults using the software management system;

(c) updating of Drupal contributed modules, including security fixes;

(d) monitoring of Drupal core security updates;

(e) assisting with contributed module selection and evaluation;

(f) web and MySQL server optimisation for performance;

(g) installation and configuration of new modules;

(h) minor HTML/CSS theme changes to an existing template;

(i) Drupal performance and optimisation (caching, varnish, memcache);

(j) integration with Apache Solr and other third party search tools;

(k) support of custom modules (after initial familiarisation); and

(l) support of associated infrastructure (connection to third party web services, single sign on via branch offices, etc.), as more particularly defined in the Work Package.

2.2 If on-site support is required in any month or Support Services which exceed the hours of the Service set out in the Work Project, it may be provided by us at our option at an additional charge.

2.3 Where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release we may decline to provide assistance in respect of that Non-Critical Fault.

2.4 In relation to the Updating Service:

(a) we shall issue Modifications of the Software as and when required in whatever form (including, in the case of Non-critical Faults, by way of a local fix or patch of the Software or a temporary by-pass solution) in our absolute discretion; and

(b) the Updating Service shall include the supply to you of all revisions to the Documentation which are necessary in order to reflect any Modification acquired by you.

2.5 We shall have no obligation to provide the Support Services where faults arise from:

(a) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission of ours), including failure or fluctuation of electrical power;

(b) failure to maintain the necessary environmental conditions for use of the Software;

(c) use of the Software in combination with any equipment or software not provided by us or not designated by us for use with any Modification forming part of the Software, or any fault in any such equipment or software;

(d) any breach of your obligations under this agreement or having the Software maintained by a third party; or

(e) operator error.

2.6 We shall use reasonable endeavours to correct Defects notified to us by you in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:

(a) you shall promptly notify us of all Defects. Where such notification is made orally, you shall provide written confirmation (which may be sent by fax or by e-mail) of the notification within two working days;

(b) within four hours of such notification, we shall acknowledge receipt of the notification and shall determine, in consultation with you, how seriously the Defect affects your operations;

(c) if a notified Defect halts or substantially impairs your operations which use the Software, we shall:

(i) perform an initial diagnosis of the Defect within four hours of receipt of such notification;

(ii) use all reasonable efforts to correct the Defect as soon as possible; and

(iii) keep you informed of progress towards correction of the Defect.

(d) if a notified Defect, while not halting or substantially impairing your operations, causes those operations to become significantly slowed or causes substantial inconvenience, we shall commence work on correcting the Defect within 48 hours of receipt of such notification and shall use all reasonable efforts to correct the Defect as soon as possible; and

(e) in the case of Defects other than those specified in clause 2.6(c) and clause 2.6(d), we shall start work on correcting the Defect as soon as our workload allows and shall use commercially reasonable efforts to correct the Defect.

2.7 We shall use reasonable efforts to ensure the accurate migration of any data, but gives no warranties as to the completeness or accuracy of such migration. You shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details.

Schedule 2

Hosting

NB: The Definitions contained in clause 1.1 of this Agreement will apply to this Schedule.

1. HOSTING

1.1 If requested by you, we may provide Hosting Services from time to time, in accordance with the Work Package and subject to the Charges.

2. YOUR RESPONSIBILITIES

You shall be responsible for the accuracy and completeness of the Materials.

3. SITE CONTENT

3.1 You shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("**Inappropriate Content**") and will indemnify us in full in the event of a breach of this clause.

3.2 You acknowledge that we have no control over any content placed on the Software by visitors and do not purport to monitor the content of the Software. We reserve the right to remove content from the Software where we reasonably suspect such content is Inappropriate Content. We shall notify you if we become aware of any allegation that content in the Software may be Inappropriate Content.

3.3 We may include the statement "Powered by Ixis" in the Software in a form to be agreed.

4. SOFTWARE AVAILABILITY

4.1 We shall use reasonable endeavours to provide 99% service availability as set out in the Work Package, but will have no liability for any downtime caused by:

(a) your act or omission or that of your agents;

(b) your computer Hardware;

(c) any failure by you to comply with the terms of the Agreement;

(d) a force majeure event, as defined in the Agreement; or

(e) domain name server issues outside our control.

4.2 Network downtime is measured from the time a trouble ticket is opened by you to the time the server can receive and transmit data.

4.3 We reserve the right to take the Software off-line to update it or fix problems at any

time and will provide you with advance notice of any such update.