GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL MEDIALOGIX SERVICES

1. Interpretation

1.1 In these Conditions:

1.2 "Medialogix" means Medialogix Limited; (registered number 04799513) whose registered office is at Forward House, 17 High Street, Henley in Arden, B95 5AA, "the Customer" means the person whose order is accepted by Medialogix; "Contract" means the contract for the purchase and sale of hardware and/or software and/or support and/or services incorporating these Conditions.

1.3 Headings are for convenience and do not affect interpretation.

1.4 Where the Customer has engaged Medialogix to provide support & maintenance services, the support helpdesk is open from 0900 to 1700 Monday to Friday excluding public holidays. Extended and 24/7 support contracts and fully managed service contracts are also available at additional costs.

1.5 These are for the duration of a rolling twelve months, three years or five years (depending on agreement) and once invoiced can only be cancelled by notice in writing to Medialogix to be received prior to three months before the relevant anniversary date.

2. Basis of Sale

2.1 Medialogix will sell and the Customer will purchase the hardware and/or software in accordance with any written order of the Customer which is accepted by Medialogix, subject in either case to these Conditions.

2.2 Medialogix will provide the services to the Customer that are set out in the service level agreement, the order or quotation (as the case may be) between the Company and the Customer to which these terms are attached.

2.3 These Conditions govern the Contract to the exclusion of any other terms and conditions (if any) contained on or referred to in an order form or other communication from the Customer. No addition, variation or substitution of these Conditions will bind Medialogix or form part of any order unless agreed in writing and signed by authorised representatives of both parties.

2.4 These Conditions and the terms of any order constitute the entire understanding of the parties and supersede all prior promises, representations and undertakings.

2.5 No Medialogix employee or agent is authorised to make any representations concerning the subject matter of the Contract unless confirmed by Medialogix in writing. The Customer acknowledges that it is not relying on any such representation not so confirmed.

3. Orders

3.1 Any order placed with Medialogix will be accepted at Medialogix's sole discretion and, if accepted, will only be accepted on and subject to these Conditions.

3.2 Each order so accepted constitutes a separate legally binding Contract between Medialogix and the Customer.

3.3 The Customer is responsible for ensuring the accuracy of any order submitted to Medialogix.

3.4 Medialogix reserves the right to modify any hardware and/or software ordered, which are required to conform to any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

3.5 Once accepted by Medialogix, no order may be cancelled by the Customer without Medialogix's express prior written agreement.

4. Prices

4.1 Orders are accepted at the price given at the date of order.

4.2 Unless otherwise stated, quotations are valid for acceptance for 30 days or earlier acceptance, after which they will lapse. Any quotation that has lapsed must be reconfirmed with Medialogix prior to an order being accepted.

4.3 Medialogix reserves the right, by giving the Customer written notice at any time before delivery, to increase the price of hardware and/or software and/or support and/or services to reflect any increase in the cost to Medialogix which is due to any factor beyond Medialogix's control. Where possible, Medialogix will provide 30 days' notice of any price changes but the Customer acknowledges this may not always be possible where prices vary for reasons outside of Medialogix's control. Medialogix therefore reserves the right to vary prices at short, or even no, notice. Any price changes will be notified to the Customer as soon as reasonably possible.

4.4 All prices are exclusive of VAT and any other sales taxes and delivery charges, unless otherwise stated. All delivery charges are charged as extra, irrespective of invoice value. Any overseas duties and taxes will be the responsibility of the Customer.

4.5 Medialogix shall be able to increase the price for support and maintenance services by giving the Customer not less than 30 days' notice prior to the commencement of the next 12 month, three year or five year (depending on agreement) period of support and maintenance.

4.6 In the case of site visits the daily rate quoted is payable in full for a day or part day. Any additional work, development or equipment specified during a site visit must be confirmed in writing prior to being carried out or authorised by the customer's signatory on the site engineer's sign off sheet and will be invoiced separately. The Customer will provide safe and unrestricted access to the engineer making a site visit and any lost time as a result of any failure to comply with this obligation is chargeable at normal day rates. If a minimum 48 hours notice of cancellation is not received a cancelled site visit will also be chargeable at normal day rates.

5. Payment

5.1 Payment will be made by the Customer within 30 days of delivery or of receipt of invoice, if earlier, except that payment at the time of order will be required for new Customers, or Customer's for whom Medialogix deems immediate payment to be necessary.

5.2 We currently do not accept direct debit payments.

5.3 Where any discount is given, VAT will be calculated on the discounted price.

5.4 Interest on overdue invoices will be payable by the Customer, before as well as after judgment, on a daily basis at an annual rate of 3% above HSBC UK base lending rate from time to time.

5.5 The Customer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, whether or not such defect is the subject of any claim.

5.6 The Customer is responsible for any bank or other charges (including, but not exclusively, transfer charges, costs of cheques not being honoured etc.).

5.7 If and for so long as there are any overdue invoices (whether under this Contract or otherwise), the Company shall be entitled to suspend provision of any goods or services to the Customer.

5.8 If:

5.8.1 any sum owed by the Customer to Medialogix or any other associated company, under this or any other contract is overdue; or

5.8.2 at any time the credit standing of the Customer has in Medialogix's reasonable opinion been impaired for any reason; or

5.8.3 the Customer fails to make any payment when it becomes due; or

5.8.4 the Customer makes any voluntary composition or arrangement with its creditors;

5.8.5 or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or if a resolution for the winding up of the Customer is passed or a court makes an order to that effect; or if there is any breach by the Customer of these Conditions; or the Customer ceases, or threatens to cease, to carry on business; or there is a change of control of the Customer (as described in Section 840 of Income and Corporation Taxes Act 1988) or any purported arrangement of the legal or beneficial interest in this contract; or Medialogix reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then Medialogix may, without prejudice to its other rights and remedies and at its option, be entitled to cancel the Contract or withhold any further deliveries and/or suspend the provision of further services without liability to the Customer until arrangements as to payment or credit have been established to Medialogix's reasonable satisfaction.

5.9 Medialogix shall be entitled but not obliged at any time or times without notice to the Customer to set off any liability of the Customer (or any group company of the Customer) to Medialogix against any liability of Medialogix to the Customer (or any group company of the Customer) (in either case howsoever arising and whether any such liability is present or future liquidated or un-liquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by Medialogix of its rights under this clause shall be without prejudice to any other rights or remedies available to Medialogix under this Contract or otherwise.

6. Delivery

6.1 Delivery is the responsibility of the Customer and Medialogix arranges delivery solely as the Customer's agent. Medialogix accepts no responsibility for any loss or damage in transit including Royal Mail Special Delivery or other courier. Any such loss or damage must be notified to Medialogix and the courier, in writing within 48 hours.

6.2 Dates are given in good faith but are business estimates only and are not guaranteed. Medialogix is not liable for any loss or damage suffered by the Customer as a result of Medialogix's failure to comply with such delivery times.

6.3 The Customer's refusal to accept delivery (either part or whole) shall permit Medialogix to treat the Contract as repudiated by the Customer and to decline to make any further deliveries, without prejudice to Medialogix's right to recover damages for breach of contract.

6.4 Medialogix reserves the right to make deliveries in instalments. If the Customer refuses or fails to accept any delivery, Medialogix reserves the right to invoice the Customer in respect of the balance remaining undelivered, with payment becoming due immediately, and Medialogix shall be entitled to charge reasonable storage costs to the Customer, the hardware and/or software being held at the Customer's risk.

6.5 Medialogix may agree, for a separate charge, to provide certain advice and/or consultancy services and/or training at the premises of the Customer or elsewhere. Such services shall be subject to obtaining full information from the Customer as to its specific requirements. If it does, then the Customer shall indemnify Medialogix against any loss, damage or injury caused to Medialogix's employees, agents or contractors during or as a result of or in connection with the provision of such services.

7. Overseas Customers

7.1 Unless otherwise agreed by the Company in writing the Customer shall be responsible for all duties, levies, imposts, taxes or other liabilities arising on the exportation of the Goods from the United Kingdom and importation of the Goods overseas.

8. Title and Risk

8.1 Property in the hardware shall only pass to the Customer on receipt by Medialogix in cash or cleared funds payment in full of the price of that hardware.

8.2 Property in any software shall, at all times, remain vested as per the software licence agreement of its licensor, and the Customer's rights shall be governed by the terms of any licence relating to such software. All third-party licensing agreements must be compiled with by the Customer in all respects. The Customer shall indemnify Medialogix against the consequences of any breach or infringement of that licence.

8.3 In the absence of express agreement to the contrary any software written, created, adapted or developed by Medialogix shall remain the exclusive property of Medialogix. The Customer shall not reverse compile, copy adapt or reverse, assign transfer sell lease rent charge or otherwise deal in or encumber Medialogix's intellectual property and shall keep the same confidential, shall maintain a record of the whereabouts and number of licensed copies and shall take all necessary step to prevent unauthorised use.

8.4 Subject to the other provisions of this clause 8, risk in the hardware and/or software shall pass to the Customer:

> 8.4.1 if delivered by Medialogix to a place nominated by the Customer, when tendered for delivery at that place; or

> 8.4.2 if to be collected by the Customer (or its agent), when loaded onto the Customer's (or its agent's) vehicle, or at such time as they are available for so loading and would have been loaded but for the Customer's (or its agent's) failure to collect them; or

> 8.4.3 if withheld by Medialogix for any valid reason, at such time as the Customer would have been able to collect them had Medialogix not been so withholding them, and the Customer is responsible for insuring the hardware and software from any such time.

8.5 Until such time as property in the hardware passes to the Customer:

8.5.1 the Customer shall hold the hardware as Medialogix's fiduciary agent and bailee, and shall keep all such items separate and distinct from those of the Customer and third parties, and separately stored, protected and adequately insured, and identified by labelling as Medialogix's property. Until such time, the Customer shall be entitled to resell or use such items in the ordinary course of its business provided that the net proceeds of sale are sufficient to discharge the outstanding payment obligations to Medialogix, but shall account to Medialogix for the proceeds of sale or otherwise of such items, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate and distinct from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and adequately insured; and

> 8.5.2 provided that the hardware is still in existence and has not been resold, Medialogix shall be entitled at any time to require the Customer to deliver up the hardware to Medialogix and, if the Customer fails to do so forthwith, to enter on any premises of the Customer or any third party where such items are stored and repossess them.

> 8.5.3 the Customer will indemnify Medialogix for any loss or degradation of or damage to any hardware caused whilst such hardware is in the possession or under the control of the Customer.

8.6 Any hardware and/or software supplied to the Customer which is subject to any restrictions or provisions imposed by the manufacturer's and/or licensor's conditions are supplied to the Customer by Medialogix subject to any such conditions and on the terms of any applicable licence agreement.

8.7 The Customer is not entitled to pledge or in any way charge by way of security for any indebtedness any hardware and/or software which remain the property of Medialogix (or its licensor) but, if the Customer does so, all moneys owing by the Customer to Medialogix shall (without prejudice to Medialogix's other rights and remedies) become immediately due and payable.

9. Confidentiality

9.1 Each of the parties to this agreement undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this agreement save that which is:

9.1.1 Trivial or obvious;

9.1.2 Already in its possessions other than as a result of a breach of this clause; or

9.1.3 In the public domain other than as a result of a breach of this clause.

9.2 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 8.1 above by its employee's agents and sub-contractors.

10. Warranties

10.1 All hardware and/or software are supplied on and subject to the terms and conditions of warranties and licences of the original manufacturers and/or licensors. Medialogix will pass on to the Customer the benefit of any guarantees or indemnities given to it by its supplier. Any software supplied is not warranted to operate error-free or on an uninterrupted basis.

10.2 Medialogix makes no warranty as to the description, quality, fit for purpose, suitability or otherwise of any hardware and/or software supplied. Medialogix accepts no responsibility for any loss or damage, arising directly or indirectly, from the use of any hardware and/or software supplied by it, including any loss arising by reason of any failure of the hardware and/or software to comply with any specifications provided by the Customer.

10.3 Medialogix warrants that all services provided under this Contract will be provided with reasonable skill and care.

10.4 Except as otherwise expressly provided, and except where the Customer deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.5 Where the hardware and/or software are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

11. Returns

11.1 Medialogix operate a returns policy for unopened software within 28 days of purchase which carries a full refund, less Medialogix's actual shipment and 30% of list price re-stocking charge. Once software has been opened or installed, unless in Medialogix's reasonable opinion there is a fault with the software, Medialogix operate a no returns policy.

12. Defects

12.1 Medialogix reserves the right, at its sole discretion (acting reasonably), to determine whether any hardware and/or software is defective. Defective hardware and/or software will, at Medialogix's option, be replaced or rectified. The Customer will have no claim in respect of any breach of warranty that should have been apparent on a reasonable visual examination of the hardware and/or software supplied. All associated transport charges for delivery to Medialogix are the responsibility of the Customer. The Customer is not entitled to terminate the Contract as a result of any defects discovered in any delivery.

13. Limitation of Liability

13.1 Except in respect of death or personal injury caused by Medialogix's negligence (for which there shall be no limit on liability) Medialogix is not liable to the Customer by reason of any representation, implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, consequential or special loss or damage (including but not limited to loss of profit, business opportunity, contracts or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of Medialogix, its employees or agents or otherwise) arising out of or in connection with the supply of the hardware and/or software; or their use or resale by the Customer; or the supply of any advice and/or consultancy services by Medialogix; or otherwise. The Customer is reminded by the Company that the Customer can insure against the types of loss referred to in this clause 13.1.

13.2 Except as may otherwise be expressly provided, Medialogix's liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or otherwise shall not under any circumstances, save as set out in clause 10.1, exceed the aggregate price payable by the Customer under this Contract. If the Customer does not consider that this limit is sufficient to protect its interests, the Customer should contact Medialogix and Medialogix will be pleased to discuss with the Customer whether it is able to amend this limit. The Customer accepts that Medialogix shall be entitled to charge the Customer, and the Customer shall pay, an additional fee for accepting any different limit if Medialogix agrees to do so.

14. Force Majeure

14.1 Medialogix shall not be liable for any loss or damage caused by delay in performance or non-performance of any of its obligations under any Contract where the same is caused by any event beyond Medialogix's control including but not limited to an act of God, war, riots, insurrection, governmental or parliamentary prohibitions or enactments, import or export regulations, fires, flood, casualty, epidemic, strikes, lock-outs, cessation of labour, trade disputes, destruction or shutdown of production facilities, shortage or curtailment, delay or disruption in transportation,

difficulties in obtaining labour or materials, breakdowns or accidents, financial requirements or manufacturing limitation imposed by third–party manufacturers, suppliers or vendors. Should any such event occur, Medialogix may cancel or suspend this Contract without incurring any liability for any loss or damage caused thereby, and Medialogix shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to any such failure.

15. General

15.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.3 No waiver by Medialogix of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.5 This Contract is governed by and construed in accordance with the laws of England and Wales, and the parties submit the resolution of any dispute to the exclusive jurisdiction of the courts of England and Wales.