TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1 INTERPRETATION
1.1 In these Terms and Conditions, the following definitions apply:

1.1.1 "AL Materials" has the meaning set out in clause 4.1.6 below;

1.1.2 "Automation Logic" means Automation Logic Limited, a company incorporated under the laws of England and Wales (Company No. 07093444), whose registered office is at Fifth Floor, 11 Leadenhall Street, London, EC3V 1LP, United Kingdom;

1.1.3 "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London, United Kingdom, are open for business;

1.1.4 "Charges" means the charges payable by Client for the supply of the Services in accordance with clause 5 below;

1.1.5 "Client" means the person or firm who purchases Services from Automation Logic;

1.1.6 "Contract" means the contract between Automation Logic and Client for the supply of Services and Deliverables in accordance with these Terms and Conditions comprising Client's written acceptance of Automation Logic's quotation (or such other evidence of agreement as the parties may agree in writing) and the agreed Statement of Work;

1.1.7 "Deliverables" means the deliverables (if any) to be provided by Automation Logic as part of the Services pursuant to the Contract. Full details of the Deliverables are set out in the Statement of Work;

1.1.8 "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all
applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.9 "Services" means the services to be provided by Automation Logic pursuant to the Contract. Full details of the Services are set out in the Statement of Work;

1.1.10 "Statement of Work" means the description or specification of the Services and any Deliverables provided in writing by Automation Logic to Client;

1.1.11 "Terms and Conditions" means these terms and conditions as amended from time to time in accordance with clause 12.1 below.

1.2 In these Terms and Conditions, the following rules apply:

1.2.1 a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to "writing" or "written" includes faxes and e-mails.

2 BASIS OF CONTRACT

2.1 The Contract shall come into existence on the date on which Client provides written acceptance of Automation Logic's quotation and the agreed Statement of Work (or such other evidence of agreement as the parties may agree in writing).

2.2 Any samples, drawings, descriptive matter or advertising issued by Automation Logic, and any descriptions or illustrations contained in Automation Logic's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that Client seeks to impose or incorporate, or which are implied by statute, trade, custom, practice or course of dealing which are hereby excluded to the maximum extent permitted by applicable law.

2.4 Any quotation given by Automation Logic is, unless otherwise stated, valid for a period of 20 Business Days from its date of issue.

3 SUPPLY OF SERVICES

3.1 Automation Logic shall supply the Services and any Deliverables to Client in accordance with the Statement of Work in all material respects.

3.2 Automation Logic shall use all reasonable endeavours to meet any performance dates specified in the Statement of Work, but any such dates shall be treated as estimates only and time shall not be of the essence for performance of the Services or delivery of the Deliverables.

3.3 Automation Logic shall have the right to make any changes to the Services and/or the Deliverables that are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or the Deliverables, and Automation Logic shall notify Client in any such event.

3.4 Automation Logic warrants to Client that the Services will be provided using reasonable skill and care.

4 CLIENT'S OBLIGATIONS

4.1 Client shall:

4.1.1 ensure that the specification of the Services and Deliverables in set out in the Statement of Work are complete and accurate;

4.1.2 co-operate with Automation Logic in all matters relating to the performance of the Services and the delivery of any Deliverables;

4.1.3 provide Automation Logic, its employees, agents, consultants and subcontractors, with access to Client's premises, office accommodation and other facilities as reasonably required by Automation Logic
4.1.4 ensure that all Automation Logic employees, agents, consultants, and subcontractors, who are required to work on Client's premises and using Client's equipment:

4.1.4.1 are given appropriate health and safety training

4.1.4.2 have access to first aid equipment and personnel

4.1.5 ensure that all incidents involving Automation Logic employees, agents, consultants, and subcontractors are reported to Automation Logic;

4.1.6 provide Automation Logic with such information and materials as Automation Logic may reasonably require in order to provide the Services and any Deliverables, and ensure that such information is accurate in all material respects;

4.1.7 obtain and maintain all necessary licences, permissions, and consents which may be required before the date on which the Services are to start;

4.1.8 keep and maintain all materials, equipment, documents, and other property of Automation Logic ("AL Materials") at Client's premises in safe custody at its own risk, maintain the AL Materials in good condition until returned to Automation Logic, and not dispose of or use any AL Materials other than in accordance with Automation Logic's written instructions or authorisation; and

4.1.9 provide Automation Logic with remote access facilities if specified in the Statement of Work. Where remote access via a virtual private network ("VPN") is required, VPNs that create a direct TCP (layer 2/3) connection to the client environment are recommended. Examples of layer 2/3 VPN protocols are PPTP, L2TP (IPSec) and OpenVPN. For the avoidance of doubt, client-initiated, remote desktop based technologies such as WebEx and Bomgar are not supported by Automation Logic, nor are browser-based SSL VPNs.

4.2 If Automation Logic's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by Client or failure by Client to perform any relevant obligation ("Client Default") then:

4.2.1 Automation Logic shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until Client remedies such Client Default, and to rely on such Client Default to relieve it from the performance of any of its
obligations to the extent such Client Default prevents or delays Automation Logic's performance of any of its obligations;

4.2.2 Automation Logic shall not be liable for any costs or losses sustained or incurred by Client arising directly or indirectly from Automation Logic's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 Client shall reimburse Automation Logic on written demand for any costs or losses sustained or incurred by Automation Logic arising directly or indirectly from such Client Default.

5 CHARGES AND PAYMENT

5.1 The Charges shall, unless otherwise agreed, be calculated on a time and materials basis in accordance with Automation Logic's standard day rates, as set out in the Statement of Work. Automation Logic's standard day rates for each individual are calculated on the basis of an eight-hour day from 09:00 to 17:00 on Business Days.

5.2 Automation Logic shall be entitled to charge an overtime rate of 200 per cent of the standard day rate on a pro-rata basis for any time worked by individuals outside the hours referred to in clause 5.1 above.

5.3 Automation Logic shall be entitled to charge Client for any expenses reasonably incurred by the individuals providing the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Automation Logic for the performance of the Services, and for the cost of any materials.

5.4 Automation Logic reserves the right to increase its standard day rates, provided that such rates cannot be increased more than once in any 12 month period. Automation Logic will give Client written notice of any such increase 3 months before the proposed date of the increase.

5.5 Automation Logic shall invoice Client in accordance with the invoicing provisions set out in the Statement of Work.

5.6 Client shall pay each invoice submitted by Automation Logic in full and in cleared funds to a bank account nominated in writing by Automation Logic within 30 days of receipt and time of payment shall be of the essence of the Contract.
5.7 All amounts payable by Client under the Contract are exclusive of amounts in respect of value added tax chargeable at the date of invoice ("VAT"). Where any taxable supply for VAT purposes is by Automation Logic to Client pursuant to the Contract, Client shall, upon receipt of a valid VAT invoice from Automation Logic, pay to Automation Logic such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8 Without limiting any other right or remedy of Automation Logic, if Client fails to make any payment due to Automation Logic under the Contract by the due date for payment ("Due Date"), Automation Logic shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current base rate of Barclays Bank plc accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

5.9 Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and Client shall not be entitled to assert any credit, set-off or counterclaim against Automation Logic in order to justify withholding payment of any such amount in whole or in part. Automation Logic may, without limiting its other rights or remedies, set off any amount owing to it by Client against any amount payable by Automation Logic to Client.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Unless otherwise expressly stated in the Statement of Work, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Automation Logic.

6.2 Client acknowledges that, in respect of any third party Intellectual Property Rights, Client's use of any such Intellectual Property Rights is conditional on Automation Logic obtaining a written licence from the relevant licensor on such terms as will entitle Automation Logic to license such rights to Client.

6.3 All AL Materials are and shall remain the exclusive property of Automation Logic.
7 LIABILITY

7.1 The following provisions set out the entire financial liability of Automation Logic (including any liability for the acts or omissions of its employees, agents and subcontractors) to Client in respect of: (a) any breach of the Contract; (b) any use made by Client of the results of the Services and/or any Deliverables; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 Automation Logic shall not be liable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) any special, indirect or consequential loss or damage.

7.3 Automation Logic's total aggregate liability under the Contract arising in connection with the performance or contemplated performance of the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the total Charges paid by Client to Automation Logic under the Contract.

7.4 Nothing in the Contract limits or excludes Automation Logic's liability: (a) for death or personal injury caused by Automation Logic's negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any other liability that cannot lawfully be excluded or limited.

8 CONFIDENTIALITY

8.1 Each party agrees with the other that it will, except as permitted under the Contract, maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party including but not limited to its business, business plans or projections, members, customers, products, promotions or its private or financial affairs.

8.2 The provisions of clause 8.1 above shall not apply to:

8.2.1 any information in the public domain, except where it has entered the public domain as a result of a breach of the Contract;
8.2.2 information obtained by a third party who is free to divulge the same without any obligation of confidentiality;

8.2.3 information required to be disclosed by law or in order for a party to the Contract to meet its obligations hereunder;

8.2.4 any disclosure by Client or Automation Logic to its professional advisors, any regulatory authority or statutory auditors; or

8.2.5 any disclosure required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country.

9 TERM AND TERMINATION

9.1 Unless otherwise stated in the Statement of Work, the Contract shall come into existence on the date set out in clause 2.1 above and shall remain in force until completion of the Services, whereupon the Contract shall terminate by expiry.

9.2 The Contract may be terminated before expiry:

9.2.1 by either party upon notice in writing to the other in the event that that other party is in breach of its obligations under the Contract and, in the case of a breach which is not persistent and can be remedied, that party has not remedied such breach within 10 Business Days of receipt of a written notice specifying the breach and requiring its remedy; or

9.2.2 by either party upon notice in writing in the event that the other party goes into compulsory or voluntary liquidation (except for the purposes of solvent reconstruction or amalgamation) or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or in the event that it makes an assignment for the benefit of or composition with its creditors generally or engages in or suffers any similar procedure in any jurisdiction.

9.3 Termination of the Contract shall be without prejudice to any accrued rights of action of either party, including any Charges that are have accrued but remain unpaid as at the effective date of termination.
9.4 Clauses 1, 5, 6, 7, 8, 9.4, 10, 11 and 12 shall survive termination or expiry of the Contract.

10 NOTICES

10.1 Any notice, consent, agreement or official communication under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post, or by email, to the other party at such physical address or email address as may have been notified by that party for such purposes. A notice, consent, agreement or official communication delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 09.00 on the first Business Day following delivery). A correctly addressed notice, consent, agreement or official communication sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice, consent, agreement or official communication sent by email shall be deemed to have been received at the time of transmission provided that no message is received by the sender evidencing a delivery failure.

11 DISPUTE RESOLUTION

11.1 In the event of any dispute or difference arising out of or in connection with the Contract which the parties cannot resolve by amicable negotiation within 2 weeks of the onset of the dispute, the parties agree prior to any litigation first to try in good faith to settle the dispute or difference by mediation in accordance with the Mediation Rules published by the Centre for Dispute Resolution ("CEDR"). In the absence of agreement as to the appointment of the mediator, the mediator shall be nominated by CEDR. The parties agree to bear equally the administrative costs of the mediation and the mediator's fees. Each party further agrees to bear its own fees and costs. The venue for any mediation shall be England. Nothing in the Contract shall prevent either party from seeking equitable relief (including without limitation injunctive relief) from any court of competent jurisdiction.

12 GENERAL

12.1 Any variation to the Contract shall be in writing and signed by or on behalf of the parties.
12.2 Automation Logic shall have no liability to Client under the Contract if Automation Logic is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

12.3 A person who is not a party to the Contract shall not have any rights under or in connection with it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of the Contract may be or become enforceable by a person who is not a party to it, the terms of the Contract or any of them may be varied, amended or modified or the Contract may be suspended, cancelled or terminated by agreement in writing between the parties or the Contract may be rescinded (in each case), without the consent of any such third party.

12.4 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.6 Client shall not, without the prior written consent of Automation Logic, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Automation Logic may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.7 Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
12.8 The Contract constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of the Contract, save those expressly set out in the Contract, and that they shall have no rights or remedies with respect to such subject matter otherwise than under the Contract save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.

12.9 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. Subject to clause 11 above, the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).