



TERMS OF BUSINESS
G-CLOUD FRAMEWORK
UNITED KINGDOM

AxSys Technology Limited, ("We" or "Excelicare"), a Scottish Limited company whose registered office is at AxSys House, Marchburn Drive, Glasgow Airport Business Park, Paisley, PA3 2SJ, United Kingdom are pleased to set out the Terms of Business as applicable to the G-Cloud Framework. These Terms and Conditions are generic and Excelicare will work with the Client at point of order to tailor a specific Contract that will match their requirements.

1. PROVISION OF THE SERVICES

- 1.1 With effect from the Effective Date, Excelicare shall:
 - i) provide the Services and make the relevant Excelicare resources available to the Client in accordance with the Contract; and
 - ii) perform the Services with reasonable care and skill.
- 1.2 The Client acknowledges and agrees that it is the Client's responsibility to ensure that it has appropriate protection for its computers and any systems that it uses to access the Services and / or Excelicare resources and that Excelicare shall have no responsibility for any computer viruses, worms, software bombs, denial of service (DOS) and bugs or similar items that affect the Client's computers, computer systems, software, infrastructure or data as a result of its access to the Services.
- 1.3 The Client acknowledges and agrees that they will ensure their staff are available to provide such assistance as Excelicare reasonably requires and that we are given access to senior management, as well as any members of your staff specified in the Terms of Engagement to enable us to provide the Services.

2. PROPERTY RIGHTS

- 2.1 The Client acknowledges that the Intellectual Property Rights subsisting in the Services and the Excelicare resources including any supporting software, documentation or other materials remain the property of Excelicare.
- 2.2 The Client shall not:
 - i) infringe the rights of, or restrict or inhibit the access to and enjoyment of the Services by, any other person;
 - ii) copy, duplicate, modify or distribute any component of Excelicare resources or provide access to, or make available, the Excelicare resources or the Services to any third party or attempt to do any of the foregoing;
 - iii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any component of the Excelicare Services or resources;
 - iiii) access and/or use the Services or resources for any purposes other than that set out in the Contract;

v) assign or transfer any of its rights under the Contract or allow any third party to use the rights granted in it hereunder or purport to do any of the foregoing; or

vi) assist or attempt to assist any third parties in obtaining access to the Services or the Excelicare resources.

- 2.3 The Client shall indemnify Excelicare against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred as a result of any breach by the Client of the terms of the Contract.

3 FEES AND PAYMENT

- 3.1 The Client agrees to pay travel, subsistence and other reasonable expenses incurred in connection with the Services.
- 3.2 Invoices will be sent out on a monthly or annual basis, depending upon the payment structure agreed with the Client. All invoices will be in Pounds Sterling and will be paid in that currency. All invoices will be due payment within 30 days of being issued.
- 3.3 Excelicare reserve the right to vary their fees by giving 30 days' written notice of the variation.

4. TERMINATION

- 4.1 Either Party may terminate the Contract immediately by notice in writing without liability to the other Party if:
- i) the other Party commits a material breach of any terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
 - ii) the other Party is subject to an Insolvency Event or the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
 - iii) the other Party ceases, or threatens to cease, to trade.
 - iv) both Parties mutually decide to terminate the Contract.
- 4.2 Excelicare may terminate the Contract immediately by notice in writing without liability to the Client if there is a Change of Control in the Client.
- 4.3 Upon termination of the Contract:
- i) the Client shall immediately without set-off or deduction pay Excelicare:
 - a) For any Services that have been provided under the Contract prior to the date of such termination and for which Excelicare have not yet been paid.
 - b) where any Services are subject to a minimum duration, for any such Services yet to be provided which shall not be provided as a result of the termination

of the Contract, except in circumstances where the Contract is terminated under Clause 3.1 and Clause 3.3

5. DISPUTE RESOLUTION

- 5.1 The Parties shall promptly escalate any dispute arising out of or relating to the Contract; and if the matter is not resolved within twenty (20) Business Days of such referral, thence to a senior member of the management of each Party where the Parties shall continue to resolve the issue within a further thirty (30) days.
- 5.2 If the dispute is not resolved following escalation in accordance with Clause 4.1, where appropriate, the Parties may seek to resolve disputes by using the Dispute Resolution Method.
- 5.3 Neither Party may initiate any legal action until the processes in the Contract have been completed.

6. GOVERNING LAW AND JURISDICTION

- 6.1 The Contract and any dispute or claim arising 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 laws of Scotland (or England and Wales, if the Client so requests in an Order).
- 6.2 Subject to Clause 4, the Parties irrevocably agree that the courts of Scotland (or England and Wales, if the Client so requests in an Order) shall 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)