APPLIED NETWORK SOLUTIONS LIMITED TERMS AND CONDITIONS

These terms and conditions form an integral part of every order or contract or agreement ("the Contract") for the supply of data and/or materials and/or information and/or services and/or software ("the Products") by Applied Network Solutions Limited and/or its subsidiaries and/or its associated companies ("the Company") to the Customer. Unless specific alterations or deletions are expressly agreed in writing on behalf of the Company, these terms and conditions shall apply in their entirety to all quotations estimates and proposals made and all orders accepted on behalf of the Company. Except as provided above, no servant or agent of the Company has any authority to vary these terms and conditions or accept other terms and conditions proposed by the Customer which are inconsistent with these terms and conditions.

1 AVAILABILITY

All orders are accepted by the Company subject to the Products being available.

2 QUOTATIONS

(a) The Company's quotation is an invitation to treat and is not an offer of a Contract. No Contracts shall deem to have been effected by the acceptance of the Customer of any quotation made by the Company until the order constituted by such acceptance has been confirmed in writing by the Company.

(b) The specification and prices stated within the Company's quotation shall remain valid for a period of up to sixty days from the date of the quotation, whereupon the Company reserves the right to amend the specification and/or prices stated within the quotation.

3 PRICE

(a) the Company reserves the right to vary any Contract price at any time to take account of:

(i) any increase in the cost price of the Products taking effect before despatch by the Company;

(ii) any alteration made in the specification upon which the Contract is based;

(iii) special deliveries or part deliveries or any other variation of the original order made at the request of the Customer;

(iv) any extra cost borne by the Company as a result of any Government legislation, EEC Regulation or the effects of devaluation, flotation of the pound or fluctuation in the exchange currency rates.

(b) Unless otherwise specifically stated the Contract price is deemed to exclude Value Added Tax to the extent that such tax is properly chargeable on the supply of the Products to the Customer. The Customer shall pay such tax as an addition to payments otherwise due to the Company.

(c) Unless otherwise specifically stated the Contract price excludes postage and carriage charges, which the Company may re-charge to the Customer.

4 PAYMENT

(a) Unless otherwise agreed accounts are due and become payable forthwith upon delivery of the Company's invoice.

(b) The Customer shall not be entitled to withhold payment of an amount payable under the Contract to the Company because of any claim of the Customer in respect of any alleged breach of the Contract, or of any other Contract.

(c) Any postage charges invoiced by the Company to the Customer must be paid in full by the Customer and such payment must be received by the Company at least four days prior to the despatch of the mailing to which the postage charges relate.

5 INTEREST

Interest will be payable from the due date for payment at the actual date of payment and applied at the rate of three per cent (3%) per annum above Lloyds TSB Bank Plc base rate on any part of the invoice remaining unpaid after the due date.

6 TIME OF DELIVERY

Any time or date named by the Company for delivery of the Products is given and is intended as an estimate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

7 RISK AND TITLE

(a) It is a condition of the Contract that the property in all the Products to be delivered by the Company to the Customer shall remain vested in the Company until payment due under all Contracts between the Company and the Customer has been made in full.

(b) Until payment due under all Contracts between the Customer and the Company has been made in full, the Customer shall hold the Products upon trust for the Company.

(c) Notwithstanding that the property in all Products to be delivered to the Customer by the Company shall remain vested in the Company until the Company has received payment in full, the risk of damage to or loss of all or any such Products shall pass to the Customer forthwith upon delivery or deemed delivery therefore to the Customer and as from such date of delivery or deemed delivery the Customer shall be liable to pay to the Company the Contract price for such Products whether or not the same are damaged or lost prior to the dates that the property therein shall pass to the Customer.

8 WARRANTY AND LIMITATION OR LIABILITY

(a) Save as is specifically set out herein the Company shall have no liability whatsoever (however arising) in relation to any loss suffered by the Customer or any third party arising from the supply and/or installation of the Products (however caused).

(b) In the event of the Company being shown to have been negligent in the supply or installation of the Products its liability for death or personal injury of any person caused by such negligence shall be unlimited.

(c) The Company does not warrant that the Products are without error and the Customer will not be entitled to refuse to pay any part of the Contract price by reason of any error or omission in the Products or for any loss or damage of any kind whatsoever which the Customer may suffer as a result thereof unless the same is due to the negligence of the Company in which event the Company's liability to the Customer for all claim arising from the Company's said negligence shall not exceed the Contract price.

(d) The employees of the Company are not authorised to make oral representations as to the description, quality or fitness for any particular purpose of any Products. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to place an order for the Products the Customer should ensure that such details are confirmed in writing by a duly authorised officer or employee of the Company so as to form a part of the Contract; no liability can otherwise be accepted.

(e) The Customer acknowledges that it has examined the Products and satisfied itself from the examination that the Products are fit for purpose in reliance on its own skill and judgement and that it has not relied for the purpose upon the skill or judgement of the Company.

9 SALE BY SAMPLE

Notwithstanding that in connection with any order, the Company may submit a sample of the Products to the Customer as indicating the quality or type of Products which may be supplied, no order for Products or acceptance thereof shall be deemed to constitute a sale by sample.

10 DESCRIPTIONS, ILLUSTRATIONS AND PERFORMANCE FIGURES

(a) All descriptions and illustrations contained in the catalogue, price lists, advertisements and similar literature of the Company are intended merely to present a general idea of the Products described therein and none of these descriptions and illustrations shall form part of the Contract.

(b) Any figures relating to performance given by the Company are based on its experience and are such as it expects to obtain on test, but the Company shall not be liable if such performance is not obtained unless it was guaranteed by a term of the Contract.

(c) The Company reserves the right to introduce spurious records in any of its proprietary data supplied to the Customer. Some of these spurious records are contained within the data to enable the Company to monitor the usage of its data and to ensure that the terms of such supply are not breached.

11 FORCE MAJEURE

(a) The Company shall not be liable for any failure to fulfil any term of the Contract if fulfilment has been delayed, hindered or prevented by any circumstances whatsoever which are not directly within its own control.

(b) In the event of any outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of a national emergency, or if the Company's works should be become either directly or indirectly so engaged on Government orders or orders under priority direction so as to prevent or delay work on other orders, the Company shall be entitled at any time, on notice to the Customer, to make partial deliveries only, or to determine the Contract, without prejudice in any case to rights accrued in respect of deliveries already made.

12 WAIVER

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by the Company to the Customer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of any subsequent breach.

13 SUSPENSION OR CANCELLATION OF DELIVERIES AND LIEN

(a) If the Customer shall fail to pay to the Company on the due date any sum payable under the Contract, or any other Contract with the Company or make default in or commit a breach of the Contract or any other of the Customer's obligations to the Company, or shall have any Administrative Order made against it

or become bankrupt or enter into any agreement or composition with its creditors or being an incorporate company shall have a receiver appointed or pass a resolution for winding up or have an order of the Court made against it to any such effect, the Company shall be entitled, without prejudice to its rights and remedies, to a general lien on all Products of the Customer in the Company's possession (although such Products or some of them have been paid for) for the unpaid price of such Products sold and delivered to for the Customer by the Company under any such Contract.

(b) After acceptance by the Company an order may not be cancelled or varied by the Customer without written agreement between the parties. The Customer will be liable to indemnify the Company against any loss sustained by the Company resulting from such cancellation or variation and in addition the Company reserves the right to charge the Customer a cancellation fee in respect of any order which the Customer may place with the Company and subsequently cancels and that such cancellation fee shall be the greater of either £250 or 25% of the value of the cancelled order. The Customer shall pay such cancellation fee within seven days of the date of the invoice issued by the Company.

14 CUSTOMER'S OBLIGATIONS

(a) The Customer shall provide at no expense to the Company such data and/or materials and/or information and/or facilities ("the Customer's Property") as the Company shall reasonably request to enable it to supply the Products in accordance with the terms and conditions of the Contract. Although the Company will take reasonable care to ensure the safety and confidentiality of the Customer's Products, the Customer should retain duplicates of such property and the Company does not accept any responsibility for loss or damages to it while in its possession or control except to replace or credit the value of any physical media on which the Customer's Property was supplied. In the event of the Customer not complying with such reasonable request the Company shall be entitled, without prejudice to its rights and remedies, to terminate this Contract forthwith upon giving written notice whereupon the Contract price shall then become due and payable by the Customer to the Company.

(b) The Customer may from time to time be required to supply to the Company certain data and/or materials and/or information and/or software and/or services ("the Customer's Products") in order for the Company to perform work and/or supply the Products to the Customer. In the event of late delivery of the Customer's Products or if the Customer's Products are supplied in an unsatisfactory or deficient state, the Company shall not be liable for any consequential breach of this Contract. In such event, the Company may request that the Customer supply the Customer's Products forthwith or rectify such unsatisfactory or deficient state, as the case may be, failing which the Company reserves the right to terminate the Contract without prejudice to its rights and remedies.

(c) Any of the Customer's Products supplied to the Company and which are not used or exhausted during the course of the Company providing the Products to the Customer shall be returned to the Customer and the cost of such return shall be paid for by the Customer.

(d) In the event that the Customer's Products are stored on behalf of the Customer by the Company or its agents, the Company reserves the right to charge the Customer for such storage.

(e) Where the Company undertakes to hold the Customer's database on its computer system and thereafter manage the input and extraction of the Customer's data thereon (more commonly referred to as a "Hosting" or "Managed Database Service") then the Customer shall be obliged to give at lease six (6) month's notice in writing to the Company in the event that it wishes to terminate the Hosting or Managed Database Service.

(f) The Customer warrants that the items to be mailed, supplied or delivered to the individuals and/or companies selected from the Company's proprietary data or fulfilled by the Company, shall contain nothing which infringes copyright, is defamatory, obscene, indecent or otherwise illegal, or in contravention of the Data Protection Act and shall indemnify and keep the Company fully indemnified against all losses, costs, legal fees and expenses arising from or in connection with any claim from said Items whether or not justified.

(g) Where the Customer acts as a broker, intermediary or agent on behalf of another customer ("the End User"), the Customer shall ensure that the End User shall comply with all the undertakings of the Customer under this agreement and the End-User shall be deemed to be jointly and severally liable for such undertakings.

(h) The Customer shall supply two samples of the promotional materials to be used with the Products to the Company. If such samples do not conform to BCAP and/or relevant OFTEL standards for use on telecommunications equipment or in the post, the Company will not supply the Products and any services already performed or costs incurred on behalf of the Customer shall be invoiced by the Company and payable by the Customer.

15 PROPERTY, COPYRIGHT AND CONFIDENTIAL INFORMATION

(a) As between the Company and the Customer copyright in the Products supplied to the Customer will at all times remain the property of the Company and in the case of third party software or data, copyright shall always remain the property of the copyright owner, unless otherwise agreed, and the Customer shall have no rights or interest whatsoever therein except to use the same in relation to its business which the Customer represents and warrants to the Company does not involve disclosure of the Products to the Customer's customers or third parties except employees of the Customer in the course of their employment.

(b) The customer acknowledges that it shall not, by virtue of the Contract or otherwise, obtain any rights of ownership in any of the data, software or intellectual property created and/or used and/or supplied by the Company in connection with the provision of the Products.

(c) All proprietary data supplied by the Company to the Customer, unless otherwise agreed in writing by the Company and which shall not be used for the purposes as defined in Clause 15(d) below, is supplied on a lease rental for one-time use only

(d) All proprietary data supplied by the Company to the Customer for the purpose of enhancing the Customer's database (more commonly referred to as "Data Development", "Filematching" or "Data Enhancement"), unless otherwise agreed in writing by the Company, is subject to a 12-month lease rental period (which shall commence upon delivery of the data to the Customer or its agent). During such lease rental period the Customer may use the Company's data for its own internal purposes only. Upon the expiry of the lease rental period, the Customer shall either (a) delete all such data in its possession or control and confirm such action to the Company in writing, or (b) continue to use such data for a further 12-month lease rental period providing that the Customer pays to the Company a sum equal to 75% of the charge rendered in respect of the provision of such data for the previous 12-month lease rental period ("the Data Renewal Fee"). The Customer shall provide the Company with at least one month's written notice as to whether or not it wishes to continue using the data. In the absence of such notice, the Company shall assume that the Customer wishes to continue to use the data and reserves the right to render the Data Renewal Fee which the Customer shall pay upon receipt of the invoice.

(e) The Customer may only be entitled to use the Company's proprietary data upon the Company receiving the full Contract price relating to the supply of such data and all other amounts specified in the order.

(f) The provision of this claim shall survive the termination of this Contract and the rights of the Company are in addition to and not in substitution for any rights possessed at law.

16 EMPLOYMENT OF PERSONNEL

During the term of this Contract and for twelve (12) months thereafter the Customer shall not employ or contract any Applied Network Solutions Limited person or their sub contractor whether as employee, agent, partner or consultant of the Company. The Client shall notify Applied Network Solutions Limited immediately on engaging or making use of any employee or their sub contractor.

If within twelve (12) months of introduction of the Applied Network Solutions Limited employee, or sub contractor or the completion by the Applied Network Solutions Limited employee, sub contractor of his or her assignment on behalf of Applied Network Solutions Limited (whichever is latter), the client agrees to employ or make use of the Applied Network Solutions Limited. employee or sub contractor in any capacity whether temporary, permanent or self employed otherwise than directly through Applied Network Solutions Limited. or the client refers the employee, sub contractor to an associated or subsidiary company of the client or to any third party who so employs or make use of the employee, sub contractor, the client will be liable for a fee off 4 x the employee annual salary or 170 x Applied Network Solutions Limited standard daily man day rate (£800.00) for the contractor. Interest will run from the date of employment or engagement at the current Barclaycard rate per calendar month on the invoice sum without concession until payment.

17 ASSIGNMENT OF AND SUB-CONTRACTING

(a) This agreement shall not be assignable by either party.

(b) The Company shall have the right to sub-contract any of its duties or obligations under this Agreement.

18 NOTICES

(a) Any notices given under the Contract shall be in writing and shall be sent by registered post, or the recorded delivery service, addressed in the case of a notice to the Company, to the Company's registered office, and in the case of a notice to the Customer, to the address of the Customer or its representative or agent shown in the Contract.

(b) Any notice sent by post shall be deemed conclusively to have been served:

(i) in the case of a notice sent to an address inside the United Kingdom, on the day after the same shall have been posted, and

(ii) in the case of a notice sent to an address outside the United Kingdom after the normal postal delivery period and in all such cases, proof of posting shall be sufficient notice of service.

19 INTERPRETATION

In this Contract:

(i) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from to time to time amended, extended or re-enacted; and

(ii) words importing to the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporated: and (in each case) vice versa; and

(iii) the headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Contract.

20 JURISDICTION

These conditions shall be governed by and construed in all respects in accordance with English Law.