The Agreement (as defined below) constitutes the only basis on which Silverstring Ltd agrees to supply the Equipment, Software, Consultancy and/or Services.

1 Definitions

1.1 In the Agreement the following terms have the following meanings:

"Annual Service Charges" means the Services Charges set out on the Order Form;

"**Associated Companies**" means in relation to a party, the holding party or any majority owned subsidiary of such party or holding company;

"**Agreement**" means these Terms and Conditions, the Order Form and the SSL Documentation that is expressly incorporated by reference by SSL on the Order Form;

"**Commencement Date**" means the date the Agreement becomes effective as contained in the Order Form;

"**Consultancy**" means the general technical IT or Equipment related consultancy services of SSL including project management, scoping, advance lab-testing, implementation provided during the standard 7 business hours between 0900 and 1700 GMT;

"**Customer**" means the company and its Associated Companies or other legal entity accepting any SSL Documentation, quotation, proposal or price list as detailed in the Order Form;

"**SSL Documentation**" means the applicable, valid and current quotation, proposal, service procedure manual, Service Description;

"**Equipment**" means the equipment and hardware which is to be supplied as identified in the Order Form;

"**Order Form**" means the SSL Order Form incorporating these conditions and/or the Customer's purchase order which may be accepted by SSL provided that these conditions are automatically incorporated into such purchase order and subject always to clause 2.1;

"**Charges**" means the price the customer will pay for the Equipment, Software and/or Services or Consultancy set out in the Order Form and or any price list (if any);

"**Services**" means the services SSL shall deliver and are identified in detail in the relevant Service Description;

"**Service Description**" means the description of services and may include support services or any other services each as defined in a Service Description;

"**Silverstring**" or **"SSL"** means Silverstring Ltd, Regd No 4370585, Bloxham Mill, Barford Road, Bloxham, OX15 4FF;

"**Software**" means the software programs and each and every component thereof, including all upgrades or releases thereof, non-chargeable developments existing now or made available in the future, and all related documentation, which may be supplied by SSL or its sub-contractors in connection with the provision of the Service, whether integral to Equipment or otherwise.

2 Agreement

2.1 Notwithstanding a duly executed agreement to the contrary signed by the parties, the parties contract on the terms of the Agreement which shall prevail over any inconsistent terms which Customer may seek to introduce on any purchase order or any other communication for the supply/purchase of Equipment, Software or Services. Such inconsistent terms shall have no effect on any supplies made by SSL to the Customer.

2.2 SSL shall supply the Equipment, Software, Consultancy and/or Services as set out in the Order Form under the terms of the Agreement and Customer shall pay the Charges.

3 Delivery

3.1 SSL shall deliver or procure the delivery of the Equipment or Software to such location as stated in the Order Form on or before any specified date for delivery.

4 Title, Risk and Ownership

4.1 Risk in Equipment or Software (media) shall pass to Customer on delivery of Equipment or Software to Customer. Title in the Equipment (excluding any rights in Software) shall pass to the Customer on receipt by SSL of full and cleared payment for the price of the Equipment.

4.2 In relation to any Equipment and Software the copyright or other intellectual property rights therein shall remain vested in the owner thereof and Customer shall enter into with the owner of such intellectual property user licence agreements as may be prescribed by the owner. Customer shall abide by the terms of and be responsible for any end user licence agreement with the Software owner.

5 Warranties

5.1 Subject to 4.2, SSL warrants it has the right to provide or procure the provision of Equipment or Software to Customer and that Customer shall have the right to use Equipment or Software.

5.2 SSL also gives to Customer the same warranties and remedies in respect of Equipment or Software as those which are given by the manufacturer or owner (as the case may be) of such Equipment or Software (as the case may be) to SSL including without limitation in respect of Year 2000 compliance and are subject to any relevant limitations and exclusions imposed by such manufacturer or owner. SSL shall provide Customer with details of such warranties and remedies for breach of such warranties (if applicable) upon request.

5.3 Customer's sole remedy for breach of any warranties in clause 5.2 is to require SSL or the manufacturer to repair, replace or refund (at Customer's option) the defective item within a reasonable time provided any such defect is notified to SSL during the applicable warranty period. Customer shall provide all information as may be reasonably necessary to assist SSL in repairing the defective item including, without limitation, sufficient information to enable SSL to re-create the defect.

5.4 SSL shall not be liable for a breach of the warranties in clause 5.2 if such breach arises directly because: (a) Customer makes or causes to be made any modifications to the Equipment or Software without SSL's consent; (b) Equipment or Software is used in combination with any software or materials not supplied by SSL or not recommended by SSL or manufacturer; (c) Software or Equipment is not used in accordance with the SSL Documentation; (d) causes external to the Software or Equipment including but not limited to failure or fluctuations of electrical power, fire, flood or other natural disasters or are commonly regarded as Force Majeure events.

5.5 ***DISCLAIMER.*** Silverstring does not give any warranty that the Equipment or Software supplied is fit for any particular purpose unless that purpose is specifically advised to Silverstring in writing by the Customer and Silverstring confirms in writing that the Equipment or Software can fulfil that particular purpose together with solution assurance provided by Silverstring technical experts. Solution assurance may be requested by Customer and is chargeable at Silverstring's prevailing Consultancy daily rates. Silverstring does not warrant that the Equipment or Software supplied will achieve any particular performance criteria unless: (a) Silverstring has specifically guaranteed such criteria in writing subject to specified tolerances; and (b) the environmental conditions specified by Silverstring are maintained. The express warranties in clause 5.1 and 5.2 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute common law custom trade usage course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law. All other representations or warranties (whether written or oral, express or implied by statute, common law or otherwise howsoever) other than those expressly set out in this Agreement are hereby excluded.

6 Consultancy & Services

6.1 Where Customer engages SSL to provide:

(a) Services: the Services shall be provided in accordance with the SSL Documentation for the Charges; and/or

(b) Consultancy: Consultancy shall be provided in accordance with the SSL Documentation at the Charge rates or sum set out in the Order Form.

6.2 Where Services or Consultancy contain elements of project management Customer and SSL shall prior the commencement of Services:

(a) each nominate an authorised representative who will be the prime point of contact ("Project Manager") for the provision of Services or Consultancy; and

(b) agree the appropriate methods and frequency of monitoring the progress of Services or Consultancy and fulfilment of the Agreement.

6.3 Subject to Customer complying with its obligations of confidentiality and payment under this Agreement, SSL hereby grants a non-exclusive licence in respect of its copyright in the SSL Documentation to the Customer to use, modify and adapt the same for its own internal business use with the intent that such licence shall take effect on any such copyright.

6.4 SSL shall own and be fully entitled to use in any way it deems fit any intellectual property skills, techniques, materials, concepts or know-how acquired, developed or used in the course of performing Consultancy or Services and any improvements made or developed in the Equipment or Software during the course of Consultancy or Services.

6.5 SSL warrants and undertakes to the Customer that:

(a) subject to clauses 7.2 and 11.3 the Consultancy or Services will be provided in a timely and professional manner and SSL shall use its reasonable endeavours to provide the same in accordance with any time schedules agreed in writing between the parties; and

(b) the Consultancy or Services will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care.

7 Customer Obligations

7.1 Customer agrees to perform in a timely and professional manner all Customer obligations set out in the SSL Documentation that are required for the provision of Consultancy or Services including but not limited to: upon reasonable notice to the Customer, access to Customer premises or computer systems as is reasonably necessary; to afford SSL reasonable working conditions and facilities: to promptly furnish the information reasonably requested of the Customer in the SSL Documentation and ensure it employees or agents co-operate with SSL.

7.2 If the provision of Consultancy or Service is delayed through the fault of Customer, Customer shall pay the Charges in respect of idle-time incurred for the delay including delay as a result of Customer's agents or subcontractors. Any agreed time schedules shall be deferred to a reasonable period of time or no less than the period of the delay. Customer accepts that SSL may charge business expenses at the rate indicated in its current price list for travelling, accommodation and administration.

8 Charges and Payment

8.1 Unless agreed otherwise in writing all Charges shall be invoiced by SSL and are payable within 14 days of the date on the invoice in Sterling and paid by Customer without deduction, set off or retention. Customer shall thereafter pay Annual Service Charges annually or if by instalments quarterly by direct debit or similar standing order and each case in advance and prior to the commencement or continuation of Services.

8.2 SSL shall be entitled at any time and from time to time to increase/decrease the Charges by giving to the Customer not less than 60 days' prior written notice (effective on the next anniversary of the Commencement Date).

8.3 All prices and Charges stated are exclusive of value added tax, sales tax, gross tax, withholding tax any other similar tax which may be applicable thereto and SSL's reasonable charges notified in advance which shall be paid by Customer at the prevailing rates.

8.4 Failure of Customer to pay the Charges or any other sum due under this Agreement shall entitle SSL without prejudice to any other rights and remedies to (a) charge interest on a daily basis from the date due at the annual rate of 4 percent above National Westminster Banks' base rate in force from time to time; and/or (b) suspend Services or terminate this Agreement, having given Customer written notification of intention to do so and Customer having failed to remedy its payment default within 14 days from the date of such first notification of any overdue amount.

9 Term and Termination

9.1 Notwithstanding earlier termination under clause 9.2, this Agreement shall commence on the Commencement Date and continue:

(a) Until the Consultancy is completed; and/or

(b) In full force and effect for Services for the Initial Term (as set out in the Order Form, and in all cases the Initial Term automatically starts 15 business days after the Commencement Date, notwithstanding whether the Customer has provided all prerequisite data) and thereafter this Agreement shall continue for Services for successive 12 month periods unless a party gives written notice to terminate this Agreement to the other party at least 60 days before the end of the Initial Term or any renewal thereof.

9.2 Either party may, by written notice to the other, terminate this Agreement immediately without prejudice to any other rights or remedies it may otherwise have if (a) the other party is guilty of any material breach, non-observance or non-performance of any of its obligations and does not remedy the same within 28 days of notice of such breach being given; (b) the other party becomes insolvent or makes any special arrangement or any special assignment for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the bankruptcy laws of any jurisdiction; (c) the other party is adjudicated bankrupt; or (d) a receiver is appointed for the other party's business. The effective date of termination shall be the date of receipt of such notice and if the Customer terminates this Agreement under this clause 9.2 it shall be entitled to a reimbursement of the Charges paid in advance on a pro rata basis.

9.3 Any termination of the Agreement shall discharge SSL from any liability for further performance and shall entitle SSL upon reasonable notice to the Customer to enter Customer's premises and recover any Equipment, Software and materials which are the property of SSL and, subject to the last sentence of clause 9.2, Customer shall upon request pay for any unpaid Charges and expenses.

10 Limitation of liability

10.1 Nothing in this Agreement shall exclude or limit the liability of either party for death, personal injury caused by its negligence or fraudulent misrepresentation to the extent that the same is prohibited by UK statute.

10.2 Subject to clauses 7.2 and 10.1 in no event shall either party be liable in contract, tort (including negligence), breach of statutory duty or otherwise howsoever for:(a) any loss of profit; (b) loss of business; (c) loss of goodwill; (d) loss of contracts; (e) loss of revenues; (f) loss of anticipated savings; (g) any increased costs or expenses; (h) loss of, damage to or corruption of data; (i) any special, indirect or consequential loss or damage of any nature whatsoever, whatever the cause thereof arising out of or in connection with the Agreement.

10.3 Subject to clauses 10.1 and 10.2 and the Customer's obligations to pay any Charges hereunder, the parties' maximum liability under this Agreement is limited in respect of each event or series of connected events, as follows: (a) £1,000, 000 in respect of direct physical damage to or loss of tangible property (b) £100,000 in respect of all other events.

10.4 SSL's sole obligations and liabilities in respect of the provision of the Service, Consultancy, Equipment or Software are as stated in the Agreement and all other representations (innocent or negligent), conditions, warranties and terms express or implied whether by statute, law or otherwise are hereby excluded to the fullest extent permitted by law.

11 Miscellaneous

11.1 Each party shall treat as confidential such information obtained from the other pursuant to this Agreement (including, where the Customer is the recipient, without limitation, the Software and the SSL Documentation) and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

11.2 Customer shall not assign the benefit of this Agreement in whole or in part without the prior written consent of SSL.

11.3 Neither Party shall be responsible for any failure to perform these obligations for reasons beyond its reasonable control.

11.4 Save as expressly stated herein and in relation to the enforcement of any intellectual property rights of SSL the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.5 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

11.6 No failure or delay of either Party in exercising any right, power, or privilege under the Agreement (and no course of dealing between the Parties) shall operate as a waiver thereof.

11.7 If any provision of the Agreement or any part of such provision is held invalid or unenforceable, the remainder of the provisions contained herein will not be affected thereby and each remaining provision or part thereof will be valid and enforceable to the full extent permitted by law.

11.8 This Agreement is not intended to create a joint venture or partnership between the Parties and neither Party is authorised to act as the agent of the other.

11.9 This Agreement represents the entire agreement between the parties to exclusion of all other communications and supersedes all other Agreements relating to the subject matter therefor.

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12 Anti-Corruption

12.1 SSL and Customer acknowledge that all of their employees,officers, directors and representatives are subject to the United Kingdom Bribery Act 2010 and any other laws or regulations of England and Wales in force from time to time relating to bribery and/or other corruption offences and any regulations or orders made under such provisions from time to time whether before or after the date of this Agreement (the "Acts"); and that, accordingly, all activities under or in connection with this Agreement are subject to the requirements of the Acts. Customer warrants that it has read and understands the full text of the Acts and SSL's Anti-Corruption and Bribery Policy (the "Policy") each as may be amended from time to time. Customer further warrants and agrees that it and all who act on its behalf will fully and faithfully comply with all requirements of the Acts and the Policy as the same may hereafter be amended from time to time, in connection with all of Customer's activities under or in respect of this Agreement. Specifically, Customer warrants and agrees that neither it nor anyone acting on its behalf will pay, offer to pay or give anything of value to any foreign government official, political party, political candidate, public official, public body or any public international organization official or any other person with the knowledge that the payment, promise or gift, in whole or in part, will be passed on to any of the foregoing in order to influence an official act or decision that will assist SSL or Customer in securing an improper advantage or in obtaining or retaining business or in directing business to any other person or entity. For the purposes of this clause, the term payment expressly includes a "facilitation payment" which means a payment of money, goods or other thing of value to any governmental official or other individual in a similar position of authority or influence in any country for the purpose of expediting or securing the performance of a routine service or action. This definition applies even where the payment or other benefit is nominal in amount. Customer acknowledges that no employee, officer or other representative of SSL is authorized to waive SSL's compliance with this clause of the Agreement.

12.2 *Restrictions on Ownership, Government Service and Political Activities*. Customer has disclosed to SSL in writing the names of all persons and entities who have a beneficial ownership interest in Customer. Customer shall immediately notify SSL in writing in the event any change in such beneficial ownership occurs or is expected to occur. SSL shall have the right to immediately terminate this Agreement for cause upon receipt of any such notice if SSL's continuation of its relationship with Customer under this Agreement following the actual or proposed change of Customer's beneficial ownership would constitute a violation of the Acts or the Policy. Customer represents and warrants that neither it nor any person or entity acting on its behalf is or while this Agreement is in force will become, except with the prior written consent and approval of SSL, a government entity, a government official, a political party, a political candidate, a public official, a public body, a public international organization or a public international organization official. SSL shall have the right to immediately terminate this Agreement for cause in the event of any breach of the foregoing representation.

12.3 *Accuracy of Documents*. Customer agrees that all invoices, reports, statements, financial records and other records which it or any other person or entity acting on its behalf prepares or submits will be true and accurate in all respects, will fully and accurately describe services rendered and the nature and recipient of expenditures and/or payments made and will not fail to reveal any material information which SSL may require in order to accurately prepare its own financial records. SSL shall be entitled to immediately terminate this Agreement for cause in the event of any breach of the foregoing undertaking.

12.4 *Cooperation with Audit Activities*. Customer and SSL shall maintain accurate, written financial records regarding all activities conducted pursuant to this Agreement. SSL shall have the right to cause an audit of the Customer's financial records to be conducted by an independent auditor at any time upon reasonable notice. Customer shall cooperate fully with any such independent audit.

12.5 *Remedies for Default*. If any termination of this Agreement occurs as a result of Customer's failure to comply with the Acts or the Policy, Customer shall indemnify and hold SSL, its affiliated companies and their respective officers, directors and employees harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Customer's failure or alleged failure to comply with its obligations under this Agreement. The remedies set forth herein are not exclusive and SSL shall have the right to pursue any other remedy, right or recovery which may be available to it under applicable law. For purposes of any action seeking to enforce such indemnity, Customer agrees to submit to the jurisdiction of the English Courts and that an order of enforcement in respect of any judgment rendered by such Court may be validly entered in any court having jurisdiction over any of Customer's assets. Customer acknowledges and agrees that any breach by it of this clause 12 and/or any of its subparagraphs in this Agreement shall constitute a default which would justify the immediate termination by SSL of any other agreement entered into between the parties.

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