



1 THE AGREEMENT

These Consulting Terms and Conditions ("Terms") shall apply to all work carried out in the provision of services by **Paradise Systems Limited (also known as "PSYL") registered in England Number 2874404 including the company's directors, staff, representatives, agents, employees, subcontractors and others** (hereinafter "Paradise Systems" and the "Company" in this contract) to **The Customer** ("Customer") detailed in the associated Consulting Booking Form or Work Order ("Services"). These Terms, including the associated Consulting Booking Form or Consulting Work Order form the complete agreement between us (the "Contract"). Neither the Customer nor Paradise Systems will endeavour to claim that the parties to this Contract agreed to other terms or to something else, unless such terms or such other agreement is in writing and signed by both Paradise Systems and the Customer. No additions or modifications of these Terms shall have effect unless expressly agreed in writing by both parties and expressed to be amendments to these Terms. Paradise Systems' employees and agents are not authorised to make any representations whatsoever concerning the provision of Services unless confirmed by Paradise Systems directly in writing. The Customer acknowledges that it does not rely on, and waives any breach of, any such representations that are not so confirmed.

The Contract is binding upon the Customer when Paradise Systems receives either the Customer's written confirmation to proceed or Paradise Systems' Consulting Booking Form or Consulting Work Order signed by the Customer.

2 CANCELLATIONS

No order may be cancelled by the Customer except with the agreement in writing of Paradise Systems. Paradise Systems reserves the right to charge for the total original quoted value of work if the Customer cancels and the Customer shall indemnify Paradise Systems in full against all loss, costs, damages, charges and expenses incurred by Paradise Systems as a result of cancellation.

3 FEES

a) The Customer agrees to pay Paradise Systems the fee for the Services described on the associated Consulting Booking Form or Work Order ("Fee"), plus any applicable value added, sales, use or other taxes. The Customer also agrees to reimburse Paradise Systems for all actual, reasonable and necessary travel and living expenses that Paradise Systems incurs in connection with delivering the Services. Paradise Systems will supply the Customer with copies of receipts, or other appropriate documentation, for these expenses upon request. Alternatively, if the Customer and Paradise Systems so agree in the Consulting Booking Form or Work Order, Paradise Systems will charge a per diem rate for expenses. There will be additional fees if the Customer changes or expands the scope of the work that the Customer asks Paradise Systems to perform. Except in the case of a fixed price Contract (as confirmed by Paradise Systems), Fees cover the time spent in the provision of the Service, whether carried out on the Customer's premises or elsewhere. No charge shall be made for absence due to illness, public, local statutory or voluntary leave. Fee rates are subject to review, having regard to inflation rates and other increases in costs, expenses and overheads, upon the Customer receiving one month's prior notice of the same. Such review rate shall apply from the expiry period of the notice.

b) The Customer shall pay the VAT or any similar tax thereto which will be charged at the rate in force at the date of the Invoice.

c) Invoices may be issued on the earlier of completion of the Services or at or following the end of each worked period

per week and shall be payable within 30 (thirty) days of despatch of the invoice. In the event of failure to pay, Paradise Systems reserves the right to charge the Customer interest upon the sum outstanding at 4% above the LloydsTSB plc Bank Base Rate calculated on a four-weekly basis from the due date of the Invoice until payment is received and to suspend provision of the Services.

4 TERMINATION

Paradise Systems may, by notice in writing to the Customer, terminate all or any part of any Contract for the provision of Services forthwith in the event that: a) The Customer is in breach of any of these Terms; or b) The Customer (being an individual) becomes bankrupt within the meaning of the Insolvency Act 1986 or otherwise makes any composition or arrangement with their creditors or (being a company) shall enter into liquidation (whether voluntary or compulsory) or shall have a receiver or administrative receiver appointed over any part or all of their assets or undertaking or shall be the subject of any petition presented to the Court for the appointment of an administrator.

In the event of any breach by the Customer of these Terms, all outstanding sums due from the Customer to Paradise Systems shall immediately become payable.

5 OWNERSHIP, COPYRIGHT AND IPR

The Customer acknowledges that all rights, including intellectual property rights, title and copyrights in and to programs and the documentation, if any, produced and developed by Paradise Systems during the performance of the Services or otherwise, including but not limited to, any trade secrets, patentable inventions, copyright works, images, photographs, animations, video, audio, music, text, and "applets" incorporated into the programs or the documentation, are owned by Paradise Systems and neither the Customer nor any end user shall obtain any rights therein **except as expressly set out in the respective licence or Intellectual Property Rights agreement or contract clause, which may be separately granted by Paradise Systems.** The Customer shall retain and not remove from the programs any copyright or trademark notice employed by Paradise Systems. The Customer may make use of the content and program code for its own internal purposes. Paradise Systems reserves the right to re-use sections of the content and program code in other systems and applications.

Program code is produced for use as specified in the Contract and Paradise Systems retains the right to charge the Customer for licences to use the application on any further systems or sites in accordance with Paradise Systems' standard terms and conditions in such situations.

6 AVAILABILITY OF STAFF

Paradise Systems shall, in the event of unavailability for work or of the unavailability of any member of Paradise Systems' staff and at Paradise Systems' absolute discretion, use reasonable endeavours to provide alternative personnel to provide the Services, but will not be held liable for their failure so to do.

7 FACILITIES AND ACCESS

a) The Customer undertakes to make available all office, computer, printing, network, computer storage, systems and other facilities necessary for Paradise Systems to undertake the work while at the Customer's premises or elsewhere.

b) The Customer undertakes to make available access to suitably qualified staff to enable Paradise Systems to perform their work.

c) For the avoidance of doubt all time spent at the Customer's premises shall be chargeable time regardless of the availability of office, computer, printing, network computer storage, systems and all and any other facilities appropriate to the work.



8 NON-SOLICITATION AND ENTICEMENT

The Customer undertakes not to engage, employ, work under contract with or otherwise to solicit for employment or the provision of services any of Paradise Systems' employees, consultants, associate consultants or staff during or within a period of twelve calendar months after the Services have been provided, without Paradise Systems' prior consent in writing.

9 CONFIDENTIALITY

Information which is stated to be confidential to the Customer and/or Paradise Systems prior to or at the time of its disclosure shall be treated as such by both parties and the staff of both parties and shall not be disclosed to a third party other than with the appropriate party's consent or until such information falls within the public domain through no fault of such individuals or such staff or if it is required to be disclosed by law. It is understood both by Paradise Systems and the Customer that it is the duty of both parties under the terms of this agreement to make apparent to each other which materials are considered confidential.

10 SYSTEM BACK-UP AND LOSS OF DATA OR APPLICATIONS

It is entirely the Customer's responsibility to ensure that they make adequate provisions for the back-up and safe storage of their application, data and any other elements of their systems. Unless a specific maintenance agreement is in place, Paradise Systems does not guarantee to retain copies of the Customer's application. Paradise Systems is not responsible for loss of data or loss of use of any of the Customer's computer or network systems under any circumstance.

11 TESTING

Paradise Systems takes responsibility for testing and rectifying deviations in any newly developed application (as compared to the specification agreed by Paradise Systems) according to the agreed test plan, or, in the absence of such a plan, to the Company's reasonable ability within the time constraints imposed by the project. It is the Customer's responsibility to assure themselves that the application performs to the agreed requirements before agreeing acceptance and before it is used with live data and otherwise.

12 WARRANTY

Paradise Systems agrees to provide consultants who are in Paradise Systems' opinion appropriately qualified and who will perform work in accordance with generally and currently accepted consulting principles and practices. The Services shall be deemed to be accepted unless the Customer notifies Paradise Systems in writing within ten working days following performance that the Services did not conform to this warranty. In the event of a valid warranty claim, Paradise Systems will use reasonable endeavours promptly to correct any non-conformities and will notify the Customer in writing that the non-conformities have been rectified; the Services will be deemed to be accepted after ten working days unless the Customer notifies Paradise Systems that the non-conformities have not been corrected. **Paradise Systems makes no other express or implied warranties, including but not limited to any warranty with respect to the performance of any hardware or software used in conducting the services, or any express or implied warranties concerning the results to be obtained from the services or the results of any recommendation Paradise Systems may make, including without limitation any implied warranties concerning the performance, satisfactory quality, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from**

the implementation of any recommendation Paradise Systems may provide at any time without exclusion or expiration of time.

13 LIMITATION OF LIABILITY

a) Paradise Systems accepts liability for direct loss or damage or loss of or damage to the tangible property of the Customer caused by Paradise Systems' negligence subject to an aggregate limit of £1,000,000 (one million pounds sterling) in respect of the total of all claims and of the total of any series of connected claims.

b) Neither the Customer nor Paradise Systems including subcontractors will be liable to the other for indirect consequential incidental or special loss or damage including but not limited to loss of contracts loss of business profits loss of customers loss of sales or turnover increased maintenance costs loss of revenue loss of anticipated savings economic loss loss of data or loss of use of data of any type arising out of or in connection with this Contract or the Services or arising out of the results or operation of any system resulting from implementation of any recommended plan or design even if one or the other of the parties to this Contract has been advised of the possibility of the damage and even if either Paradise Systems or the Customer asserts or establishes a failure of essential purpose of any limited remedy provided in this agreement.

c) Except where expressly stated otherwise, under no circumstances will Paradise Systems be liable to the Customer for any amount in excess of the Services Fee under the applicable Consulting Booking Form or Work Order for the twelve month period immediately preceding the action that gives rise to a claim by the Customer. This limitation of liability applies to all types of legal theories including contract tort professional liability product liability warranty or anything else.

d) The Customer hereby releases Paradise Systems and the Company's staff and subcontractors from any and all obligations, liabilities, claim or claims in excess of the limitations stated above in this section called "Limitation Of Liability".

e) The Customer is liable for any loss, damage or injury to Paradise Systems staff or their property which may arise whilst working at the Customer's location without limitation or expiration of time, where the same is due to the negligence, breach of duty or breach of contract of the Customer or the Customer's employee.

14 INDEMNITY

The Customer agrees to defend, indemnify and hold harmless Paradise Systems and Paradise Systems' representatives, agents, employees, subcontractors, officers and others for all claims, losses, or other liability or proceedings arising out of: a) the Customer's failure to obtain permission for Paradise Systems to access and use the system (including but not limited to hardware, software, utilities, databases and their contents, and all other components) that the Customer asks Paradise Systems to work with or upon, b) the Customer's failure to obtain the appropriate licence or other intellectual property right or rights necessary to permit Paradise Systems to perform the work; and c) the effect, if any, upon the Customer's third party product warranties caused by having Paradise Systems perform service on such third party products (collectively, "Covered Claims"). **The limitation of liability in the paragraph "LIMITATION OF LIABILITY" does not apply to the Customer's obligation to indemnify Paradise Systems and others under this paragraph.**

15 VALIDITY AND ENFORCEMENT OF TERMS AND CONDITIONS

If any provision of these Terms is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the



remainder of the provision in question shall not be affected thereby.

16 DELAYS

Neither party shall be liable or deemed to be in default for any delay or failure to perform their obligations under this Contract (other than payment of monies due) resulting from events beyond their reasonable control and without their fault or negligence or otherwise excusable under applicable law.

17 INHERENTLY DANGEROUS APPLICATIONS

Unless otherwise agreed in writing between the Customer and Paradise Systems, program code developed or modified under this Contract is not developed or licensed for use or is to be used in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. The Customer shall notify each end user of the Customer's of this limitation. The Customer hereby agrees, and shall procure that each end user shall agree, that Paradise Systems shall not be liable for any claims or damages arising from such use if the Customer or its end users use the program code for such applications. The Customer agrees to indemnify and hold Paradise Systems harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of program code or resulting from modification of program code under this Contract and in respect of such applications.

18 LEGAL RELATIONSHIP

The relationship between Paradise Systems and the Customer is that of vendor and customer respectively. Neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as being an agent, employee, or in any other capacity.

19 GOVERNING LAW

This agreement will be governed by and construed in accordance with the Laws of England, without regard to those provisions pertaining to conflicts of laws, and excluding the UN Convention on Contracts for the International Sale of Goods. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the United Kingdom. The Customer and Paradise Systems agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

20 MISCELLANEOUS

- a) No person who is not a party to this Contract ('third party') has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and no consent of any third party shall be required under the Act to any cancellations or variations of these Terms.
- b) This Contract is not assignable by the Customer.
- c) If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, it shall be deemed deleted from the Contract and the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- d) The headings to the Terms are for ease of reference only and shall not affect the interpretation or construction of these Terms.
- e) All notices which are required to be given under these Terms shall be in writing and delivered or sent to the address of Paradise Systems or the Customer as set out in the associated Consulting Booking Form or Work Order or such other address as the recipient may designate by notice in writing given in accordance with the provisions of this clause. Notices delivered by hand shall take effect on

delivery, postal notices two working days after first class posting and facsimile or email notices, on completion of transmission, provided a transmission report to the recipient can be produced.