

The terms of this agreement (the "Terms and Conditions") will apply to and govern all Contracts under which Prosyn Limited, registered in England with company number 04520472, ("Prosyn Ltd") agrees to supply Goods and/or Services to you (the "client"), and shall prevail over any terms and conditions introduced by the client, whether referred to in the client's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions contrary to the terms of these Terms and Conditions are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing between the two parties.

1. In consideration for timely payment of the charges set out in the Booking Form (and any other charges which may fall due pursuant to these Terms and Conditions) Prosyn Ltd shall provide the Services to the Client.

2. Security and data safeguarding: It is the client's responsibility to ensure that prior to Prosyn Ltd starting work on its computer system or before the commencement of any other electronic installation, that all data considered by the client to be critical to its operations has been backed up, and that appropriate recovery procedures are in place.

3. The client acknowledges that in order to comply with its obligations under English Law, that Prosyn Ltd shall be entitled to disclose to the relevant authorities any and all data or information which it may discover that it considers to be unlawful.

4. Software Licensing: The client agrees that it shall have sole responsibility for complying with the terms of use, distribution, duplication, or other requirements, whether public or private in origin, applicable to any software, or component of software, supplied through Prosyn Ltd, or any software which Prosyn Ltd may be asked to work on. Prosyn Ltd may delay any project without penalty until proof of licensing can be provided in respect of any software provided by the client.

5. Hardware and software supply and warranty: Prosyn Ltd supply its choice of branded hardware and system software unless otherwise specified by the client and agreed by Prosyn Ltd. Unless otherwise stated all warranties are with the vendor and are on a Return To Base basis. Prosyn Ltd will take charge of this procedure at our then current hourly rates. The client accepts that software vendors may change and update their packages to correct errors or update their pricing on an ongoing basis and agrees to accept and comply with such changes. Prosyn Ltd takes no responsibility for errors occurring in any software provided by a third party or any open-source software or software elements and while it shall aim to resolve issues specified by the vendor, such services shall be chargeable at Prosyn Ltd's then current hourly rate. The client acknowledges that all software provided to it pursuant to agreements subject to these Terms and Conditions is supplied on a licenced basis and that no ownership of such software and its underlying intellectual property shall pass to the Client. Prosyn Ltd makes no warrant that it can fix or repair all errors that may arise in client's systems, arising in hardware, software or otherwise.

6. Maintenance of Protection: It is the client's responsibility to ensure that the effectiveness of any software supplied by Prosyn Ltd is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may become available from time to time. Prosyn Ltd may request that the client updates any critical patches required within any timeframe that it may specify, and client shall be responsible for any loss or damage which may occur as a result of its failure to comply. While Prosyn Ltd will take reasonable precautions to avoid disruption to client's business, Prosyn Ltd accepts no responsibility for any errors in software developed by third parties and/or for any disruption, loss or damage that such software may cause.

7. Privacy: The client is solely responsible for ensuring that it complies with all applicable civil liberties and data protection legislation when using software supplied by Prosyn Ltd. Prosyn Ltd makes no warranty that any such software shall guarantee any form of compliance, nor that the client's use of such software shall be compliant with such statutes. Further, the client shall be solely responsible for its compliance with any privacy, data protection or confidentiality obligations which it may have taken on as part of any contract or agreement entered into with third parties.

8. Payment: Prices for the Services and any relevant Goods shall be as set out in the Booking Form and payment shall be due as set out therein. Prices charged on any quotation are exclusive of VAT and delivery, unless otherwise stated, and may be varied without prior notice. Unless otherwise specified in the Booking Form payment for Goods shall become due on the date of delivery of those Goods or completion of the relevant works, unless credit facilities have been approved in writing. In the event of late payment, interest will accrue at the base rate of Barclays Bank plc plus two per cent. We reserve the right to suspend all services on customer accounts that are overdue for payment.

9. Out of hours service: the client agrees that, unless otherwise specified in the Booking Form, where a fee is agreed for the provision of Services outside of UK office hours (09:00 - 17:00), that fee is provided in consideration of Prosyn Ltd providing available staff to service out of hours requests. The client agrees that it shall pay for any staff time actually incurred providing out of hours service at Prosyn Ltd's then current hourly rates.

10. Further charges: Where Prosyn Ltd provides any support or services that do not fall within the scope of the Services, Prosyn Ltd shall be entitled to charge the client for any and all staff time incurred at its then current hourly rates. Invoices for such time shall be raised monthly in arrears and, unless otherwise specified by Prosyn Ltd, shall be due for payment within thirty days.

11. Delivery: The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole, or in part, at the discretion of Prosyn Ltd, and, where delivered by instalments shall be invoiced separately and seen as separate contracts. If, in the case of the contract or any order involving more than one delivery, default is made in payment on the due date, Prosyn Ltd shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety. Delivery charges will be levied for all deliveries and is door to door only. Any further requirements will be met by Prosyn Ltd engineering staff at our standard engineering rates.

12. Provision of Services: the client agrees that Prosyn Ltd may, from time to time, appoint Authorised Agents to perform some or all of its obligations under the terms of agreements concluded pursuant to these Terms and Conditions. The client agrees to the Services being provided by Authorised Agents in this fashion and agrees to extend all such cooperation and assistance to such Authorised Agents as is reasonably necessary to enable those parties to provide the Services in such fashion, as well as to comply with any instructions issued by such Authorised Agents as if such instructions originated directly from Prosyn Ltd.

13. Copyright: Copyright, and all other intellectual property rights, in all material originated and/or provided by Prosyn Ltd to the Client, either in the form of pre-contract documentation, site documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, shall remain the property of Prosyn Ltd. Prosyn Ltd reserves the right to, by way of separate negotiation and upon payment in full, transfer, assign or licence copyright (or any other intellectual property) to the client.

14. Ownership of Goods: Title to Goods shall only pass to the client upon payment in full of all sums owing or due to Prosyn Ltd, whether under contract or otherwise. Until such payment the client shall store Goods in such a way as to show that they are the property of Prosyn Ltd.

15. Risk: Risk and title in Goods shall pass upon delivery of the goods to the client's premises. Where material is transmitted electronically, risk will be deemed to have passed to the client, upon the moment of transmission - not of receipt.

16. Term: Unless otherwise specified in the Booking Form the agreement between Prosyn Ltd and the client shall run for a period of 12 months (the "Initial Term") thereafter the agreement shall be automatically renewed for a further period of 12 months (each such term a "Renewal Period") at the end of the Initial Period and at the end of each Renewal Period until terminated pursuant to the terms of these Terms and Conditions.

17. Termination: Unless otherwise specified in the Booking Form either party may terminate an agreement governed by these Terms and Conditions by providing the other with written notice no less than three months prior to the end of the Initial Term or the then current Renewal Term; such notice shall cause the relevant agreement to terminate at the end of the Initial Period or the then current Renewal Period.

18. Further to the terms of clause 17 either party may terminate an agreement made pursuant to these Terms and Conditions on the basis that the other (a) is in material or persistent breach of any of its obligations under these Terms and Conditions and has failed to remedy such breach within 30 days of receiving written notice from the affected party requiring it to do so, (b) if the other party is unable to pay its debts as they fall due (within the meaning of section 123 of the Insolvency Act 1986), becomes insolvent, is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, or similar officer appointed over all or any substantial part of its assets, or enters into any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

19. Indemnity: The client will indemnify and hold harmless Prosyn Ltd, its staff, contractors and agents for any loss or damage suffered or incurred as a result of any failure by the client to obtain any necessary license or consent to enter any premises, or suffered as a result of any relevant premises being unsafe or unsuitable, or any failure of the client to comply with any conditions imposed by

any other party (including for the avoidance of doubt any breach by the client of any third party's intellectual property).

20. Liability: Neither Prosyn Ltd, nor any of its Appointed Agents, shall under any circumstances be liable for any indirect or consequential loss, damage, expense or injury of any kind. Nor shall Prosyn Ltd be responsible for any loss or damage arising from loss of profits, loss of savings, loss of business opportunity, loss or corruption of data, loss of goodwill, or any form of special damages, whether direct, consequential or otherwise, and whether or not either party to this agreement foresaw the possibility of such loss or damage.

21. Subject to clause 20 Prosyn Ltd's total aggregate liability to the client in respect of this agreement and all other agreements entered into between the two parties, shall not exceed the total fees paid by the client to Prosyn Ltd in the 12 months preceding the relevant claim.

22. Force Majeure: Prosyn Ltd shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond Prosyn Ltd control including, but not limited to:

- (a) Act of God, or riot, strike, lock-out, trade dispute, act of terrorism, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;
- (b) Failure by the client to give adequate instructions or supply the necessary information in due time or
- (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

23. Claims: All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by Prosyn Ltd no later than fourteen (14) days of the date of delivery to the client, the client's premises or the client's vehicle, or in the case of electronic transmission, from the date of transmission. The parties to this agreement specifically exclude the rights of any third parties to make any claim under its terms pursuant to the Contracts (Rights of Third Parties) Act or otherwise.

24. Waiver: Any waiver by Prosyn Ltd of any breach of any term of these Terms and Conditions shall be valid only if given in writing.

25. Severance: Prosyn Ltd and the client believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

26. Notices: Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or e-mail to the party concerned at the address specified.

27. Law: All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales, and the parties hereby submit to the jurisdiction of the courts of England and Wales.

28. Definitions: In this agreement the following terms shall have the following meanings: Authorised Agent, means a third party appointed by Prosyn Ltd that shall perform Prosyn Ltd's obligations under this agreement in Prosyn Ltd's stead. Booking Form, means the form titled 'booking form' which appears immediately above these Terms and Conditions. Goods, means the goods and/or materials set out in the Booking Form, as well as any other goods or materials which may be provided by Prosyn Ltd to the Client in the course of performing the Services. Return to Base, means that the client shall be responsible for returning the relevant Goods to Prosyn Ltd or its Appointed Agent in order to enable that party to attempt repair of those Goods from its own premises. Services, means the services to be provided by Prosyn Ltd and/or its Appointed Agents as specified in the Booking Form.