Alphanet Ltd

Terms & Conditions of Sale and Supply of Hardware Maintenance & Software Support

1. **Definitions**

"THE CUSTOMER" in relation to any Contract (as hereinafter defined) means the party so defined on the front of the order form forming part of that Contract.

"ALPHANET" means Alphanet Limited. Registered office – Suite 9, Market House, 19/21 Market Place, Wokingham, Berkshire, RG40 1AP. Main Office – Building C5, Grovelands Avenue, Winnersh, Wokingham, Berkshire. RG41 5LB.

"CONTRACT" means any order form (together with any attachment thereto) signed by a director of Alphanet and an authorised signatory of the Customer.

"EQUIPMENT" means the Equipment listed on of any order form forming part of a Contract.

"THE INSTALLATION DATE" in relation to any Contract means the date of the issue of the Installation Certificate in accordance with the provisions of Clause 6.

"GOODS" means any Equipment Software Application Software or Documentation.

"SOFTWARE" means any operating system software but excluding Application Software.

"APPLICATION SOFTWARE" means any application software and other software listed on the face of any order form forming part of a Contract and other software supplied by Alphanet to the Customer in the performance of its obligations under such Contract.

"DOCUMENTATION" means any operator manual and all other documentation relating to the Equipment and/or the Software supplied at any time by Alphanet to the Customer.

"THE LOCATION" means that area within the Premises of the Customer where the Equipment is to be sited.

"THE PREMISES" means the location or locations at which the parties have agreed that the equipment is to be installed.

"THE SERVICE" means the Maintenance Service and the Software Support.

"THE MAINTENANCE SERVICE" means the maintenance of the Equipment as described in Clause 13 hereof.

"THE SOFTWARE SUPPORT" means the software support in respect of the Software as described in Clause 15 hereof.

"THE MAINTENANCE PERIOD" in relation to any Contract means the period between the date of issue of each Installation Certificate under such Contract and each 12 month period thereafter during which Alphanet's obligations to provide the service continues.

"THE CHARGE" means the fees payable by the Customer for provision of the Service/ or such fees being the amounts stated on the front of this order or such other amounts as are determined by reference to the terms of this order form.

"THE MAINTENANCE CHARGE" means the charge for the Maintenance Service in respect of the Equipment during the Maintenance Period.

"THE SOFTWARE SUPPORT CHARGE" means the charge for the Software Support during the Maintenance Period.

"PRINCIPAL PERIOD OF MAINTENANCE" means the hours between 09.00 and 17.30 Monday to Friday inclusive but excluding weekends, public and bank holidays.

2. **General**

2.1 The terms of any Contract entered into by Alphanet for the supply of Goods and/or services to the Customer shall consist of the express terms of any order form (including these Conditions of Sale and Supply) together with the terms of any other document expressly referred to in such order form. Any such Contract shall supersede all previous discussions negotiations letters and agreements in relation to the supply of such Goods and/or services. No member of the staff of Alphanet other than a Director has any authority to make any binding representation concerning the Goods and/or services or any variation to the terms of any order form or Contract.

2.2 Alphanet shall not be bound by any order for Goods and/or services placed by the Customer (whether or not such order purports to be an acceptance of any quotation or offer made by Alphanet) until the Alphanet printed order form in respect of such Goods and/or services has been signed by a Director of Alphanet.

2.3 If the Customer accepts any Goods or services supplied to the Customer by Alphanet before a binding agreement for the supply of such Goods or services is in existence then the Customer's acceptance of such Goods shall be deemed to constitute acceptance of the terms of this order form and of the terms of any invoice rendered by Alphanet at or before the time when such Goods are ordered or such services supplied.

3. **Prices for Goods, Delivery Charges and Tax**

3.1 Delivery charges are in respect of the cost of delivery of Goods to the Location. They do not include the cost of any building electrical or other special works necessary to enable the Goods to be used at the Location.

3.2 All prices are exclusive of Value Added Tax.

4. **Payment Terms**

4.1 A deposit of the amount shown on the front of this order form shall be paid to Alphanet prior to Alphanet's acceptance of this order.

4.2 The balance of the price of any item of Equipment listed as a separate item of any order forming part of a Contract shall be immediately due and shall be paid on the earlier of:-

(i) The date of issue of the Installation Certificate in respect of such Equipment

(ii) the date on which Alphanet would have been in a position to issue its Installation Certificate in respect of such item but for the Customer causing the installation to be prevented or delayed.

4.3 The balance of the price of any item of the Software or Application Software shown as a separate item on any order shall be immediately due and shall be paid on the earlier of:-

(i) the date on which such Software is made available for use by the Customer, or

(ii) the date on which Alphanet would have been in a position to make such Software available but for action on the part of the Customer delaying the provision of such Software.

4.4 The price for the Service shall be due and payable as determined by reference to Clause 16 hereof.

4.5 If any sum payable under any Contract becomes overdue Alphanet reserves the right to charge interest calculated on a daily basis at a rate of [eight] per cent above [Midland] Bank Plc base rate in force from time to time from the original due date to the date of receipt by Alphanet of the sum due.

4.6 If any amounts owing by the Customer to Alphanet in respect of any Contract are not paid within 30 days of becoming due then Alphanet (without prejudice to any other rights, which it may have) may suspend performance of any or all of its outstanding obligations under any Contract with such customer until payment is made in full.

4.7 If payment of the price for any Goods or any part thereof is overdue Alphanet may at any time (and without prejudice to any other of its rights) recover all or any part of such Goods and may enter on the Customer's premises for that purpose.

4.8 Alphanet may amend its charges for the Services at any time after the expiration of the initial term but not more frequently than annually, upon giving 90 days written notice to the Customer.

5. **Delivery and Part Delivery**

5.1 The Customer shall make the Location available for inspection by appropriate Alphanet staff at an agreed time during a period of thirty days before the date scheduled for delivery.

5.2 Delivery shall be made during Alphanet's or the Customer's normal working hours to the Location.

5.3 Unless otherwise stated in any Contract Alphanet shall furnish the labour required for taking any Equipment to the Location and unpacking it. The Customer shall provide in any event one member of its staff to assist in the supervision of the delivery.

5.4 Time shall not be of the essence for the delivery of Goods or provision of the Service specified in any Contract or otherwise quoted or agreed to by Alphanet.

6. **Installation Certificate**

Following delivery, Alphanet shall assemble any Equipment connect it to the power supply and place it in good working order. Alphanet's engineers shall run on any Equipment such diagnostic tests as Alphanet customarily use to ensure that such Equipment is functioning correctly. Upon completion of these tests to the satisfaction of Alphanet the relevant Alphanet engineer shall issue an Installation Certificate.

7. **Passing of Risk and Title**

7.1 Risk in any Goods passes to the Customer when Alphanet delivers such Goods to any entrance of the Premises.

7.2 The Customer shall indemnify Alphanet against any damage to or loss of any Goods from the time of delivery of such Goods or any part thereof to any entrance to the Premises until the receipt by Alphanet of the price of such Goods.

7.3 The title in any Goods shall pass only when Alphanet receive payment in full of the price of such Goods and in the meantime the Customer shall hold such Goods as bailee.

8. **Replaced Parts, Software or Documentation**

8.1 Any of the Customer's parts, software or documentation replaced by Alphanet whether in connection with the Service or otherwise shall become the property of Alphanet.

8.2 Any part, software or documentation supplied by Alphanet by way of an addition to or a replacement for any Goods supplied hereunder shall be deemed to form part of such Goods upon such supply.

9. **Care of the Goods**

Pending receipt by Alphanet of payment in full for the Goods listed on any order form the Customer:

9.1 Shall take good care of such Goods, shall house them at the Location under suitable conditions and follow such instructions on these matters and on operating Equipment and Software as Alphanet may give from time to time.

9.2 Shall ensure that no part of the Equipment or the Software is modified without the prior written approval of Alphanet or is subjected to unusual physical or electrical stress (including electrostatic discharge), accident, neglect, misuse or other damage.

9.3 Shall make no attachment to the Equipment nor make repairs or adjustments, nor move any part of such Equipment without Alphanet's prior written approval.

9.4 Shall not use on the Equipment any stationary, magnetic media or other consumables which are defective or do not otherwise meet Alphanet's specifications.

9.5 Shall not sell or grant or purport to sell or grant any interest in the goods.

9.6 Shall do nothing which would constitute a breach of any term of this order relating to the provision of the Service.

10. **The Software**

10.1 Copyright and/or other intellectual property right in any Software and any Application Software supplied by Alphanet in respect of any Equipment and copyright in all Documentation relating thereto (whether printed or stored magnetically) shall remain with Alphanet or (as the case may be) such third party who has permitted Alphanet to supply such items hereunder. In no circumstance shall copyright and/or other intellectual property right in such items pass or be deemed to pass to the Customer.

10.2 Any Software and any Application Software supplied by or on behalf of Alphanet in connection with any Contract is for use only on the Equipment supplied under such Contract. No part of such Software may be copied, reproduced or utilised in any form or by any other means without the prior written approval of Alphanet.

10.3 If any Equipment, Software, Application Software or Documentation supplied hereunder is amended or modified Alphanet or other third party copyright and/or intellectual property rights in respect thereof shall continue to exist and shall extend to such modifications.

11. **Confidentiality**

11.1 In the performance of this Agreement, either party may have access to confidential information owned or controlled by the other party and identified as confidential by the other party. Each party shall use its best efforts to keep all such information confidential in line with its own practices, and shall not copy or publish or disclose it to others without the written approval of the other party and shall return such confidential information to the other party at its request or on termination of this Agreement for whatever reason.

11.2 The Customer further agrees to maintain in confidence and not to copy, publish or disclose any materials, documentation or specifications which are provided to the Customer under this Agreement or which are left by Alphanet at the Location. The Customer shall take all reasonable steps to ensure that is employees are bound by the same obligations, which shall endure beyond any termination of this Agreement.

12. **Substitution and Modification**

Alphanet reserves the right to make improvements, substitutions and modifications in the specification of any item or items of Equipment or Software, provided that such improvements, substitutions or modifications will not materially adversely affect the performance of such Equipment and Software.

13. **Hardware Maintenance Service**

13.1 Subject to the provisions of any Contract, payment of the Maintenance Charge in respect of such Contract shall entitle the Customer to the Maintenance Service, during the Maintenance Period which comprises:-

(i) the repair of all mechanical and electronic failures in the Equipment comprised in such Contract which occur notwithstanding such Equipment being treated, cared for, used and operated in a normal and proper manner. ("Remedial Maintenance").

(ii) the carrying out of all modifications to the Equipment which Alphanet may from time to time consider necessary

(iii) the supply of all replacement parts to the Equipment, free of charge.

Alphanet's overhead expenses and labour costs in respect of performing the Maintenance Service are included in the Maintenance Charge.

13.2 Remedial Maintenance will be provided on call from the Alphanet Service Centre. Alphanet will use its reasonable endeavours to respond to Customer service calls within 24 hours of them being made via its call administration department.

13.3 Alphanet will carry out its obligations in respect of the Maintenance Service during the hours of 09.00 to 17.30 from Monday to Friday inclusive but excluding weekends, public and bank holidays.

13.4 Alphanet's obligations under Sub-Clause 13.1 do not extend to:-

13.4.1 The replacement or repair of:

(i) electrical work external to the Equipment

(ii) accessories, attachments, machines or other devices not forming part of the Equipment.

13.4.2 Repair of damage arising from

(i) transportation or relocation of the Equipment not performed by Alphanet.

(ii) certificate of readiness or installation not issued by Alphanet or additions not performed or approved by Alphanet

(iii) operator error

13.4.3 Maintenance rendered more difficult because of changes alterations or additions, other than changes alterations or additions by Alphanet.

13.4.4 Cleaning, painting, refinishing or touching up; specification changes; relocation of Equipment, addition/removal of accessories, attachments and other devices.

13.4.5 Repair of any malfunction due to radiation in the environment of the Equipment.

13.4.6 Diagnosis and/or rectification of problems not associated with the Equipment.

13.4.7 Repair or reconditioning of Equipment which exceeds the manufacturers limits on usage, or has been the subject of this or a like agreement for a period of [six] years or more.

13.4.8 The rectification of failures resulting from:-

(i) misuse of the Equipment, deliberate or accidental damage to the Equipment or from an Act of God.

(ii) the Customer not complying with reasonable recommendations made by Alphanet.

(iii) failure of the Customer's electricity supply to confirm to the relevant Board specification for mains supply.

(iv) failure by the Customer to maintain the reasonable environmental conditions specified by Alphanet.

(v) failure by the Customer to store stationery and magnetic media in accordance with Alphanet's instructions as given from time to time.

(vi) failure by the Customer to keep the Equipment in the position in which it was installed.

(vii) the use of any of the Equipment in conjunction with any other equipment or supplies not provided by Alphanet unless such use of other equipment or supplies has previously been approved in writing by Alphanet.

(viii) the modification or repair of any of the Equipment which has not been carried out by or with the approval of Alphanet.

(ix) electrostatic discharge through any Equipment arising in whole or in part from fabrics and materials of the Premises.

(x) the introduction of a software or operation system virus to the Equipment however caused.

(xi) the repair or replacement of Equipment which has been deemed irreparable by Alphanet or it's authorised agents due to the unavailability of spare parts or components where Alphanet has used all reasonable endeavours to procure such parts or components.

13.4.9 Any failure of the Customer's telecommunications links to the Equipment which shall include without limitation any damage arising from the performance of the said links falling below the specifications prescribed for that type of telecommunication link by the relevant telecommunication authority.

13.5 If the Customer requires maintenance services in addition to the Maintenance Service, Alphanet will use its reasonable endeavours to provide such services and will charge the Customer on a time and materials basis in accordance with Alphanet's then current price list.

14. **Hardware Maintenance Requirements**

14.1 During the term of this Agreement the Customer shall:-

(i) permit and provide for Alphanet and its authorised agents full and free access to the Equipment at all times during the Principal Period of Maintenance.

(ii) neither perform nor cause, suffer or permit to be performed any maintenance adjustments or repairs to he Equipment by persons other than Alphanet engineers or its authorised agents.

(iii) notify Alphanet immediately it becomes aware that the Equipment is not operating correctly.

(iv) ensure that time is made available to Alphanet during the Principal Period of Maintenance for the purpose of the Maintenance Service.

(v) use the Equipment only by suitably trained operators and in a careful and proper manner and in accordance with Alphanet's or their authorised agent's operation instructions or manuals.

(vi) ensure that only such software and operating supplies approved by Alphanet are used with the Equipment.

(vii) maintain in good order the Location, the accommodation of the Equipment, the cables and fittings associated therewith and the electrical supply thereto.

(viii) make freely available to Alphanet all Documentation, media and Software necessary for the efficient maintenance of the Equipment.

(ix) ensure that no additional attachments, features or devices are employed or used with the Equipment and that no movement, change or alteration is made to the Equipment without the prior written consent of Alphanet in each case, which shall not be unreasonably withheld or delayed. If after giving such consent it subsequently appears to Alphanet that the maintenance of the Equipment is thereby being impaired, Alphanet may revoke such consent in which case the Customer shall forthwith and at its own expense effect the appropriate removal or alterations in strict accordance with the directions of Alphanet.

14.2 The Customer shall care for and keep in good working condition all magnetic media used on any Equipment. This shall include where appropriate the regular inspection and if necessary cleaning of disc packs and cartridges by Alphanet or its approved agents.

14.3 The Customer shall care for and keep in good working condition the following:-

(i) one magnetic media tape or disc of each type used on the Equipment for storage of diagnostic programs.

(ii) one magnetic media of each type used on the Equipment for maintenance purposes.

(iii) such consumable items as may be reasonable required to perform the Maintenance Service.

15. **Software Support Agreement**

15.1 Subject to the Provisions of any Contract payment of the Software Support Charge in respect of such Contract shall entitle the customer to the Software Support during the Maintenance Period which comprises:-

(i) providing reasonable assistance at the Customer's request in the usage of the Software by the Hotline Telephone Service (telex, fax, mail or via modem) between the hours of 09.00 and 17.30 Monday to Friday inclusive but excluding weekends, public and bank holidays.

(ii) supplying corrections to the customer for any errors in the Software made known to Alphanet by the Software licensor from time to time.

(iii) providing information on the availability of new versions of the Software and using reasonable endeavours to procure the supply to the Customer at the Customer's request and upon payment of a charge for the new releases of the Software.

(iv) correcting any error reported by the Customer if Alphanet is able to recreate the error using standard sample data. In order to recreate such error the Customer shall provide all appropriate printouts or other information which Alphanet require.

15.2 Alphanet shall not be liable to the Customer in failing to supply new versions or releases of the Software by reason of Alphanet ceasing to be entitled itself to such new versions or new releases.

15.3 Alphanet shall supply upon the request of the Customer at an agreed cost to the Customer, an additional service which shall cover all activities which are outside the scope of the Software Service including but not limited to:-

(a) site visits

(b) software installation

(c) initial set-up of data

(d) transfer of programs and data from one computer type to another

(e) incorporation of minor amendments

(f) recovery from data corruption

(g) prolonged investigation of errors

(h) training.

15.4 Alphanet's obligations under this Clause 15 do not extend to the following:-

(a) software routines that are not included as part of Alphanet's applications menu structure without the express written permission of Alphanet.

(b) the support of Software used on hardware not supplied or approved by Alphanet.

(c) problems in excess of one month old not previously reported to Alphanet via its call administration department.

(d) systems using software other than supplied by Alphanet without the prior approval of Alphanet.

(e) software modified after the date hereof other than with Alphanet's prior written consent

(f) correction of errors consequent upon:-

(i) failure to restore data from backup media following hardware and/or Software malfunction without the prior written approval of Alphanet.

(ii) operator error or omission including, but not limited to

(aa) failure to backup data and systems in the manner laid down by Alphanet; or

(bb) failure to produce periodic reports as laid down in the users guide for the Software.

(g) the correction of Software corruption caused by a virus howsoever introduced.

16. **Hardware Maintenance & Software Support Charges**

16.1 All Charges are Alphanet's standard charges and will be paid by the Customer upon the issue of the Installation Certificate.

16.2 In the event of non-payment by the Customer of any annual charges or of any other payment being overdue or of any other failure by the Customer to comply with any of its obligations under this Agreement then Alphanet shall be entitled at its sole discretion either to withhold the Service until such time as the Customer is no longer indebted to Alphanet and/or has fulfilled its other obligations or to terminate this agreement pursuant to Clause 18 as the case may be, without prejudicing any other remedies to which Alphanet may have.

16.3 This Agreement applies only to the maintenance of the Equipment at the Premises. If the Equipment is to be transferred to any other location the Customer shall notify Alphanet in writing of the new address at least 30 days prior to any transfer occurring. If Alphanet reasonably considers that such transfer justifies a change in the terms of this Agreement, Alphanet shall be entitled to terminate this Agreement forthwith and will submit to the Customer details of the changes it proposes as the basis for a new Equipment Maintenance Agreement in like form. All costs reasonably incurred by Alphanet in the transfer of the Equipment and its charges for the de-installation of the Equipment will be paid by the customer upon being invoiced for the same by Alphanet.

17. **General Terms and Conditions of Service**

17.1 Subject to the provisions of Clauses 18 and 17.2 hereof the Service will continue for a minimum period of one year and thereafter until terminated by either party giving not less than [90] days written notice of termination [such notice to expire at the end of the then current Maintenance Period.]

17.2 Alphanet reserves the right at any time to give 90 days written notice to the Customer that Equipment cannot continue to be properly or economically repaired because of excessive wear or deterioration. In such event Alphanet will provide the Customer with an estimate of reconditioning charges, and if the Customer does not elect to have the Equipment reconditioned, it will no longer be maintained by Alphanet.

18. **Termination**

18.1 The provisions herein contained are in addition to those set out elsewhere in any Contract.

18.2 Alphanet will be entitled to terminate the performance of its obligation to provide the Service under any Contract (without prejudice to any claims which it may have in respect of such Contract) if the Customer fails to comply with its obligations under clause 9 hereof or to care for and operate the Goods comprised in such Contract in accordance with Alphanet's standard instructions to the Customer from time to time and/or fails to use it for the purposes for which it was designed or moves, alters, attaches anything to, repairs or adjusts the Goods or any part thereof without Alphanet's prior written consent and (if capable of remedy) fails to remedy any such breach within 14 days after written notice from Alphanet.

18.3 Alphanet will be entitled to terminate any Contract to supply any Goods to the Customers (without prejudice to any claims which it may have in respect of such Contract):-

(i) if the Customer is in breach of any material term condition or provision of this Agreement or required by law including but not limited to non payment and (if capable of remedy) has failed to remedy any such breach within 14 days after written notice from Alphanet.

(ii) if the Customer being a body corporate shall present a petition or have a petition presented by a creditor for its winding up or convene a meeting to pass a resolution for voluntary winding up or shall call a meeting of its creditors, or shall enter into any liquidation whether compulsory or voluntary (other than for the purposes of

reconstruction or amalgamation) or shall enter into any composition or arrangement with its creditors or shall have a receiver or administrative receiver or administrator appointed in respect of all or any of its undertaking or shall be deemed to be unable to pay its debts or shall cease to carry on business.

(iii) if the Customer being an individual shall die or being a firm/partnership shall be dissolved or determined or in any case shall commit any act of bankruptcy or have a receiving order made against him/it or make or negotiate for any composition or arrangement with or assignment for the benefit of his/its creditors. On termination howsoever or whensoever occurring the Customer shall pay to Alphanet all costs and expenses including legal and other fees incurred and all arrears of charges or other payments arising in respect of the Equipment under this Agreement.

19. **Warranty**

19.1 Except as otherwise expressly stated herein Alphanet's sole warranty in respect of the Equipment comprised in any Contract is that on its Installation Date it will perform in accordance with the specifications for such Equipment published by Alphanet current at the date of the execution of the Contract.

19.2 In respect of the Software or Application Software comprised in any Contract the Company's sole warranty is that such Software will perform in accordance with the specifications from time to time published by the Company and that such Software is compatible with the Equipment comprised in such Contract.

20. **Force Majeure**

Alphanet shall not be responsible or liable for any failure or delay or consequence thereof in the performance of any of its obligations under this Agreement owing to fire, strike, lockout, industrial dispute, flood, accident, delay in transport, shortage of fuel, neglect or default of any sub-contractor, inability to obtain material, embargo, act, refusal of licence, demand or requirement of any government or any government department or agency of any local authority or as a consequence of war or of hostilities or armed conflict (whether war be declared or not) or to any other cause whatsoever beyond Alphanet's reasonable control or the after effects of any of the foregoing, and whether the same take place or have effect in the United Kingdom or elsewhere. If any such delay occurs then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this contract or shall otherwise discharge the same) the period for Alphanet to perform its obligations hereunder shall be extended by such period (not limited to the length of the delay) as Alphanet may reasonably be required to complete such performance. To the extent that any of the above mentioned circumstances renders the performance of Alphanet's obligations materially more expensive or onerous Alphanet may by notice in writing to the customer terminate its outstanding obligations hereunder.

21. **Liability**

21.1 The provisions of this Clause reflect the insurance cover which Alphanet has obtained. If the Customer seeks further protection against loss the Customer is advised to effect its own insurance.

21.2 Alphanet will indemnify the Customer against any claim for or in respect of death or personal injury to any person if and to the extent that it is directly caused by the negligence of Alphanet.

21.3 Alphanet shall be liable up to a maximum of £1,000,000 in the case of any one event or series of events in respect of damage caused by fire or explosion resulting from Alphanet's negligence.

21.4 Alphanet will not under any circumstances whatsoever be liable for and the Customer shall indemnity and hold Alphanet harmless against any claim in respect of loss, injury or damage to property or persons directly or indirectly caused by or arising from the Customer's negligence (including the use of any part of the Equipment other than in accordance with Alphanet's or their authorised agent's operating instructions or manuals or by persons not suitably trained) or the Customer's default (including any breach of or non-compliance with any terms of this Agreement, any delay, any wrong information and any lack of required information) or except as otherwise expressly provided for in this Agreement the possession, operation, use of misuse, functioning or malfunctioning, or modification of any Equipment, Software or other items supplied by Alphanet or their authorised agent.

21.5 In no event shall Alphanet or their authorised agents be liable in any circumstances for any loss of profits or contracts or for any indirect or consequential loss or damage suffered by the Customer howsoever arising.

21.6 The Customer shall indemnity Alphanet in respect of:-

(i) Direct physical damage to any Equipment for so long as it remains the property of Alphanet and damage to any other Alphanet property on the Customer's premises other than damage directly attributable to negligence by Alphanet or its servants or agents. The Customer's liability for such direct physical damage is limited to £1,000,000 in respect of any one event or series of related events or to the invoiced value of any Equipment damaged, whichever is the lesser.

(ii) direct physical injury to, or death of, any of Alphanet's servants or agents resulting from the negligence of the Customer or its agents or servants. Such liability shall be unlimited in amount.

22. **Miscellaneous**

22.1 No failure, delay, relaxation or indulgence on the part of Alphanet in exercising any power or right conferred upon it in any Contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

22.2 This Agreement or the benefit thereof may not be assigned by the customer in whole or in part without the prior written consent of Alphanet which will not be unreasonably withheld or delayed.

22.3 The Customer shall not make or seek to make any offer of employment or of consultancy work to any person who is at that time employed by Alphanet or otherwise encourage such person to become their employee or consultant.

22.4 Any notice given under any Contract by either party to the other must be in writing and may be effected by personal delivery, telex, fax or recorded delivery post and shall in the case of fax or telex be deemed to be received on the same date as it was sent and if sent by first class recorded delivery post within 48 hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties set out on page 1 of this document or if a substitute address is notified in writing to the other for such purpose after the date of this Contract then to such substituted address.

22.5 If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.

22.6 The terms and conditions of this Agreement represent the entire Agreement between the parties. No change or modification, variation or waiver of the same, or of any rights or obligations arising or having arisen hereunder shall be effective unless incorporated into a written document signed by a duly authorised officer or director of each of the parties and annexed hereto.

22.7 This Agreement and all rights and obligations hereunder shall for all purposes be treated and construed as being separate and apart from any other Agreement or Agreements or any rights and obligations thereunder save only in so far as express provision requires to the contrary.

22.8 If any dispute or difference arises between Alphanet Limited and the Customer concerning the provisions of this Agreement or the rights and obligations of the parties hereto, the parties shall attempt to settle by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

22.9 To initiate a mediation one party must give notice in writing to the other party requesting a mediation in accordance with Clause 22.8 and send a copy of such a request to the CEDR.

22.10 **Jurisdiction**

Any Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Rev. 1.1