

STANDARD TERMS FOR THE SUPPLY OF THIRD PARTY DEVELOPMENT

*ALL ORDERS ARE ACCEPTED BY INTSYS UK LIMITED
SUBJECT TO THE CONDITIONS OF SALE SET OUT BELOW*

1. General

All orders are accepted by Intsys UK Limited whose registered office is situated at 70 Home Park Road, Wimbledon SW19 7HN on these conditions of sale which supersede any other terms unless specifically agreed in writing by a director of Intsys UK Limited. These conditions override and supersede and exclude any other terms stipulated or incorporated or referred to by the Customer (being the purchaser or receiver of computer Software (hereinafter referred to as "the Software") under the terms of this Agreement), whether in the order or during any negotiations or any course of dealing between Intsys UK Limited and the Customer and constitute the entire understanding between Intsys UK Limited and the Customer for the sale of Software to the Customer by Intsys UK Limited

All descriptions or representations contained in precontractual negotiations are expressly excluded from any contract between Intsys UK Limited and the Customer. In these conditions, "Agreement" shall refer to the contract between Intsys UK Limited under the terms of these conditions and "Software" shall refer to the Software and/or equipment supplied to the Customer in accordance with Intsys UK Limited's quotation and specification which is incorporated into the terms of this Agreement as though set out in full in the body of the same.

2. Prices & Specifications

- 2.(I) Prices quoted to the Customer are "net trade" and exclude Value Added Tax and carriage. Value Added Tax will be charged at the applicable rate at the date of delivery. Unless otherwise agreed in writing the price of the Software shall be the price agreed by the parties in writing as at the date of formation of the contract. Intsys UK Limited reserve the right to modify prices to take account of increased costs in particular but not limited to those resulting from any revaluation of currency, increase in or change of tax, duty or

other impost or charge, or legislation passed after the date of quotation but prior to delivery to the Customer.

- 2.(ii) Software is supplied in accordance with the specification agreed between Intsys UK Limited and the Customer but Intsys UK Limited reserve the right in their absolute discretion to make any such improvements or modifications as it or its suppliers see fit, provided always that such improvements or modifications do not affect form fit or function. Intsys UK Limited shall give notice of such changes or modifications to the Customer. Intsys UK Limited shall not be obliged to agree to any modifications to agreed specifications that the Customer may wish to make, but if Intsys UK Limited does agree to any modifications, then it shall have the absolute right to make any adjustment it considers appropriate in the price of the Software and clause 2(i) hereof shall not apply.
- 2.(iii) Technical information given by Intsys UK Limited concerning the Software is accurate to the best of knowledge of Intsys UK Limited but does not form part of the contract between Intsys UK Limited and the Customer unless specifically agreed in writing by Intsys UK Limited.

3. Delivery

- 3.(i) Delivery of all Software is on an "ex works" basis unless specifically agreed between Intsys UK Limited and the Customer. All Software shall be signed for by the Customer or its agent at the time of delivery and such signature shall be conclusive proof of delivery and of the amount of Software delivered. Risk shall pass and delivery shall be complete as and when the Customer or its agent receives the Software or in the event that the Customer fails to make collection of the Software within fourteen days after being notified that they are ready for collection, on expiry of that period. Further or in the alternative the facsimile journal record of sending shall be conclusive proof of delivery to the customer.
- 3.(ii) The Software shall be packed entirely according to the specifications of Intsys UK Limited who may pack the Software in such manner and using such materials and

quantities of materials as they in their absolute discretion think fit and they shall not be obliged to comply with any requests for specific forms or amounts of packing made by the Customer. In the event that the Customer requires special packing and Intsys UK Limited agrees to such a request, then Intsys UK Limited shall be entitled to adjust the price of the Software accordingly.

4. Inspection & Warranty

- 4.(i) The Customer must install and inspect Software purchased from Intsys UK Limited as soon as reasonably practicable after delivery to the Customer and shall in any event within 10 days of delivery give to Intsys UK Limited notice in detail of any defect in the Software or of any other complaint concerning the Software. In the event that such notice is not given the Software shall conclusively be deemed to be in all respects in accordance with the contract and free from any defect which would be apparent on reasonable examination and the Customer shall be deemed to have accepted the Software accordingly.
- 4.(ii) It is agreed that Intsys UK Limited shall not be liable to compensate the Customer by way of damages or otherwise for any loss, consequential loss, damage or otherwise howsoever, caused or alleged to be caused by non-delivery or late delivery of the Software by Intsys UK Limited to the Customer.
- 4.(iii) The majority of the Software supplied by Intsys UK Limited carries a ninety day warranty, but if no specific warranty is given by Intsys UK Limited at the time of sale, the obligations of Intsys UK Limited shall be limited to those implied under the Sale of Goods Act 1893 (or any statutory modification or re-enactment thereof) or as specifically undertaken under the terms hereof but all warranties are subject to the terms set out in this agreement.
- 4.(iv) No liability shall accrue to Intsys UK Limited if the Software has been misused or modified without the prior written approval of Intsys UK Limited, or has been subjected to unusual physical or electrical or other stress, or has been dismantled or incorporated into other Software or equipment not approved by Intsys UK Limited for use with the

Software, or has had its identification marks or source code or programming removed or altered. No liability will accrue to Intsys UK Limited if adjustment, repair or replacement is required because of accident, neglect, misuse, failure of electric power, air conditioning, transportations, humidity control or any cause other than ordinary use.

- 4.(v) In the event that Software is believed by the Customer to be faulty after inspection within the timescale set out herein, the following procedure shall be utilised:-
- (a) The Customer shall give notice to Intsys UK Limited in accordance with this agreement and request a returns G.R.Number, and
 - (b) The Software in question must, within 48 hours of receipt of the returns G.R.Number, be despatched to Intsys UK Limited and must be in the original packaging or an equivalent replacement with a description of the faults found and the Customers details attached. Software with no fault found will invoke a charge of £50.00 per hour and carriage. Software with a fault found which is still in warranty and which has been returned in accordance with the terms hereof will be repaired free of charge. Software with a fault found which is out of warranty will be placed on hold subject to confirmation of acceptance by the Customer of the repair costing rates.
- 4.(vi) Software which is sent back to Intsys UK Limited for replacement or refund will only be so dealt with under the following circumstances :-
- (a) it is returned in the packaging in which they were supplied in good condition, and
 - (b) it is returned within seven days of receipt by the Customer, and
 - (c) the Software was either dead on arrival or was incorrectly despatched by Intsys UK Limited.

5. Ordering & Contract Formation

All orders for Software shall be communicated to Intsys UK Limited by facsimile telex, telephone or otherwise and shall be deemed to be invitations to treat. Formal offer shall be communicated to the Customer by Intsys UK Limited by way of detailed specification and/or quotation or acknowledgement of order sent to the Customer. Acceptance shall take place on the signature and return to Intsys UK Limited of the said quotation or acknowledgement of order, or when the Customer has verbally accepted Intsys UK Limited's terms and provided its Order Number.

6. Cancellations of orders

Cancellations or cancellations of part of orders will only be accepted after prior negotiation and agreement to terms which will fully indemnify Intsys UK Limited against all costs and expenses whatsoever and howsoever incurred in dealing with the order. In the event of part cancellation of any order, the right is specifically reserved to Intsys UK Limited to charge the Customer for any difference in the selling price of the Software between the price agreed by the Customer and the price of the Software at the time of agreement to the said part cancellation.

7. Liability

- 7.(i) Intsys UK Limited shall be under no liability to the Customer for any damage loss or expense or otherwise howsoever resulting from any failure to give any advice or information or the giving of any advice negligently by Intsys UK Limited, its servants agents sub-contractors or otherwise howsoever.
- 7.(ii) Except as expressly or otherwise provided in this agreement Intsys UK Limited shall be under no liability for any direct injury, loss or damage however caused and in particular all liability for any consequential loss or damage arising from any shortcomings, defects or in any way connected with the use of the Software or related documentation is expressly excluded.

8. Patents & Copyrights, Confidential Information

- 8.(i) All Software sold by Intsys UK Limited is subject to any rights of patent, copyright or trademark subsisting in any of the Software and registered or owned by Intsys UK Limited or any person or entity and the Customer hereby agrees to indemnify Intsys UK Limited for all and any loss or damage incurred to Intsys UK Limited as a result of the breach of any such rights by the Customer, its servants or agents or sub-buyers or otherwise howsoever. All rights of copyright subsisting in Software written by Intsys UK Limited, whether under the terms of this or any other Agreement between Intsys UK Limited remain vested in Intsys UK Limited but this Agreement shall operate as a licence to the Customer to utilise, for the Customers' benefit only, (and not for the benefit of any other party, subject to clause 8(iii) below) the Software the subject of this Agreement.
- 8.(ii) The Customer shall not without the consent of Intsys UK Limited in writing disclose to any third party any secret or confidential information supplied by Intsys UK Limited to the Customer, whether in relation to the Software or any business of Intsys UK Limited. The Customer shall not copy or in any way reproduce any drawings or information or manuals or otherwise howsoever supplied by Intsys UK Limited to the Customer in relation to the Software. Breach of this condition will allow Intsys UK Limited to take action for damages and/or in its absolute discretion elect to rescind the contract without prejudice to any of its other rights and remedies contained herein or allowed by operation of law.
- 8.(iii) In the case where the Customer is a dealer in or seller of Software by trade and has purchased the Software the subject of this Agreement for re-sale to the clients of the Customer then the restriction as to the utilisation of the copyright in the Software contained in clause 8 (i) shall not apply, and instead the Customer may grant a license to their client on their purchase from the Customer of the Software the subject of this Agreement on the same terms and to the same effect as the licence granted in clause 8(i) hereof. The Customer shall in cases of this nature keep a detailed list of the names and addresses of the clients to whom Customer has sold the Software and the dates of such sales and shall provide Intsys UK with a copy of the said list immediately upon the request of Intsys UK Limited for a copy of the same.

9. Passing of Risk and Property, Customers Default

- 9.(i) It is agreed that risk of loss of or damage to the Software shall pass to the Customer at the time of delivery. The property and title to the Software shall not pass to the Customer until all amounts due and owing to Intsys UK Limited from the Customer whether under the terms of this agreement or in respect of any other Software sold by Intsys UK Limited to the Customer have been paid in full without deduction and until payment in full of all sums due and owing from the Customer to Intsys UK Limited are paid the following terms contained in this clause shall apply.
- 9.(ii) Except in cases where payment is made in cash, payment shall not be deemed to have been made or treated as having been made until all amounts paid by cheque, bank transfer, bank draft or other financial instrument have been cleared into the account of Intsys UK Limited or otherwise honoured on its or their terms. If the Customer defaults in any payment due to Intsys UK Limited by way of not paying within the agreed time or by dishonour of any instrument tendered in payment of amounts due to Intsys UK Limited then Intsys UK Limited shall be entitled to the immediate return of Software sold by Intsys UK Limited to the Customer in which property has not passed to the Customer and Intsys UK Limited or its servants or agents is hereby irrevocably authorised by the Customer to enter upon any of the premises of the Customer for the purposes of deleting and removing the said Software.
- 9.(iii) Neither demand for nor recovery of the Software shall operate as any waiver or discharge of the right of Intsys UK Limited to sue for the whole of the purchase price of the Software and/or for any other loss or damages which may be applicable.
- 9.(iv) In the event that at the date of exercise of the rights of Intsys UK Limited to recover the Software under the terms of this paragraph the Software or any of it is incorporated either in whole or in part into any property of the Customer or mixed with the property of the Customer and the Software are not identifiable or separable from the resulting mixed or composite Software title in the said mixed or composite Software shall vest in Intsys UK Limited and Intsys UK Limited shall retain title in the same and on the same terms as those on which it would have retained title to the Software in question.

- 9.(v) The Customer will safely and correctly store the Software owned by Intsys UK Limited in such a way as to identify it as the property of Intsys UK Limited, shall maintain clear records of such Software, of the party to whom it sells or disposes of such Software and of any payment made to the Customer for the Software. The Customer will allow Intsys UK Limited to inspect the said records and the said Software on request.
- 9.(vi) All Software supplied by Intsys UK Limited to the Customer in the possession of the Customer shall be deemed to belong to Intsys UK Limited unless it can be proved otherwise by the Customer.
- 9.(vii) If the Customer fails to make any payment to Intsys UK Limited on the date on which it is due or enters into bankruptcy, liquidation, or any form of composition with its creditors, has a receiver or manager appointed over all or any part of its assets or undertakings, or a mortgagee goes into possession of any of its property, or becomes insolvent, or if Intsys UK Limited has cause to believe that any of these events is likely to occur, Intsys UK Limited shall have the right, without prejudice to any of the other rights or remedies of Intsys UK Limited contained herein or by operation of law :-
- (a) to enter without prior notice upon any premises where Software owned by Intsys UK Limited is kept or may be kept, and to repossess and dispose of any Software owned by Intsys UK Limited so as to discharge in part or in whole any sums owing by the Customer to Intsys UK Limited
 - (b) to require the Customer not to resell dispose of or part with possession of any Software owned by Intsys UK Limited until the Customer has paid in full all monies owed by the Customer to Intsys UK Limited whether under this or other contracts subsisting between Intsys UK Limited and the Customer
 - (c) to withhold delivery of any Software ordered but undelivered to the Customer and/or to stop and recall any Software in transit.

Unless Intsys UK Limited expressly so elects in writing any contract between the Customer and Intsys UK Limited for the supply of Software will remain in existence notwithstanding any exercise by Intsys UK Limited of its rights under this clause.

9.(viii) Once risk in the Software has passed to the Customer under the terms of clause 10 hereof or otherwise, the Software shall be and remain at all times at the Customer's risk until and unless possession thereof is retaken by Intsys UK Limited and the Customer shall insure for the full value of the Software accordingly. It is specifically agreed that Intsys UK Limited shall have the right to trace the proceeds of any insurance monies paid in respect of loss of or damage to the Software while still the property of Intsys UK Limited and shall have the right to trace any proceeds of sale of the Software in the hands of the Customer or of any receiver, manager or liquidator appointed over the Customer.

9.(ix) In the event that the Customer makes default in any payment due to Intsys UK Limited under the terms of this or any other agreement between the Customer and Intsys UK Limited, or if the Customer is in breach of this or any other agreement between Intsys UK Limited and the Customer, or if the Customer enters into liquidation or receivership or has a manager or receiver appointed over it or compounds with its creditors, Intsys UK Limited may in its absolute discretion and without prejudice to any other of its rights cancel any undelivered or uncompleted portion of the contract and stop any Software in transit.

10. Risk

The risk of loss or damage to the Software passes to the buyer immediately upon delivery to the buyer of the Software under the terms of this agreement.

11. Force Majeure

If Intsys UK Limited is hindered or prevented from performing any contract owing to any cause beyond the reasonable control of Intsys UK Limited or by its inability to procure services, materials or articles required for the performance of this agreement then Intsys UK Limited shall not be liable for any damage or loss caused to the Customer by any

delay in performance and may at its sole discretion elect, in the event that the performance of Intsys UK Limited is hindered by its inability to procure such services materials or articles except at inflated prices or at all, to delay the performance of, or cancel the whole or any part of the contract, and shall not be held liable for any such delay or cancellation or any inability to deliver.

12. Notices

Any notice to be given by one party to the other under the terms of this agreement shall be sufficiently given if given by telex or facsimile to the other party or by first class prepaid registered post, all of these methods to be utilised by giving notice to the other party at their last known trading address. In the event of notice being given by facsimile or by telex, the same shall be effective and considered served immediately upon despatch, if by post the same shall be considered effective and served four clear days after the date of posting.

13. Payment

13.(i) Unless otherwise specifically agreed in writing between Intsys UK Limited and the Customer payment for the Software is due in full and without deduction of any sort within 30 (thirty) days of delivery to the Customer of the Software.

13.(ii) In the event that payment is not made within 30 (thirty) days of delivery then Intsys UK Limited shall be entitled to charge interest at the rate of 2% (two percent) per calendar month or part thereof by which payment is late, or shall be entitled to charge interest at the rate obtaining for judgements given in the High Court of Justice in England from time to time, whichever Intsys UK Limited shall choose in its absolute and sole discretion.

13.(iii) In the event that Intsys UK Limited exercises its option to repossess Software under the terms of this agreement, then the Customer shall nevertheless be liable for payment of amounts due under this clause by way of interest or costs in respect of the period between

the due date for payment under the terms of this agreement and the date when repossession of the Software takes place.

- 13.(iv) In the event that Intsys UK Limited employs solicitors or debt collectors or agents or otherwise howsoever to assist in the recovery of monies due, or in the repossession of its Software, which Intsys UK Limited may in its sole and absolute discretion employ, then the Customer shall be liable to pay, without deduction, the whole of the costs or fees of such solicitors, debt collectors or agents or otherwise howsoever.

14. Severability

In the event that any court of competent jurisdiction finds any clause or sub clause or any part thereof of this agreement to be unenforceable at English Law, then the agreement shall be read and construed as if such clause or sub clause or part thereof were not part of the agreement and the remainder of the agreement shall be enforceable, notwithstanding that part or parts which may be unenforceable.

15. Jurisdiction

This agreement shall be governed by and construed in accordance with English Law and any disputes in relation to or arising out of the terms of this agreement shall be referred to the High Court of Justice in England, to whose jurisdiction the Customer irrevocably hereby submits, always provided that Intsys UK Limited may enforce any agreement between it and the Customer in any court of competent jurisdiction.