1.General: THESE terms and conditions apply to all contracts, entered into between Data Design Services Limited, UK registered No.2233967 (hereinafter called "the Company", "us", "we" or "DDS") for the supply of goods and services to the "Customer" or "you" and these conditions supersede ALL others of whatever nature, unless expressly agreed otherwise in writing. The terms "Accura", "software" or "solutions" refer to the Accura suite of products and services. "Contract" refers to any quote proposal, order confirmation, statement of work, support agreement, or software license agreement entered into by the affected parties. Customers shall be deemed to have read, understood, and agreed to these conditions before entering into an agreement with the Company; and if any individual condition is subsequently held invalid, then the other conditions herein shall still remain in force providing that the principal obligations of the parties are maintained.

2.Prices: UNLESS otherwise expressly stated to be firm for a period the Company's prices are subject to variation to take account of (but not limited to) variations in inflation, wages, materials, or other costs since quotation date, or date of order. The Company accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted, and the invoice so adjusted shall be payable as if it were the original contract. All prices are exclusive of applicable tax – which will be charged at the appropriate rate.

3 Intellectual Property Rights: THE COMPANY AGREES TO INDEMNIFY THE CUSTOMER AGAINST LOSSES INCURRED FOR SUCCESSFUL CLAIMS BY THIRD-PARTIES AS A RESULT OF THE ACCURA SOFTWARE INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY TO THE MAXIMUM VALUE OF THE CONTRACT VALUE, LESS COST OF TRAINING AND SUPPORT SERVICES. NO TITLE OR OWNERSHIP OF SOFTWARE PRODUCTS OR ANY THIRD PARTY SOFTWARE LICENCED TO YOU UNDER THIS AGREEMENT IS TRANSFERRED TO YOU UNDER ANY CIRCUMSTANCES.

4.Software: (a) THE Company grants the Customer the non-exclusive right and license to use software produced by the Company (i.e.: for which the Company and its licensors are the copyright owners as ordered by Customer hereinafter called the "Program(s)") at a single site address specified on the order confirmation; or in the absence of this the normal trading address of the Customer; or any such place agreed in writing. Subject to Customer's making all payments due under the contract in full, the foregoing right and license shall be perpetual. **(b)** The Customer shall have the right to use the Program(s) only for his/her/their/its internal use, on the maximum number of computer termi-nals, PC's, or workstations specified in the order. The Company may terminate such rights if within 14 days after written notice specifying the default and demanding its cure (i) the Customer fails to promptly pay all sums due under the **agreement** and all sums due under any related agreement in respect to Software Support Charges (ii) is in breach of any other of these Terms and Conditions. **(c)** The Customer acknowledges that all property and copyright in the Program(s) is and shall remain vested in the Company and that all property and copyright in any future enhancement or revision of any part of the Program(s) shall also belong to the Company. The Customer has no right to assign or transfer any rights granted in part or in whole to any third party under any circumstances without the Company's written consent. **(d)** The Customer undertakes to maintain the strict confidentiality of the Program(s) including related literature, manuals, or other documentation issued by the Company and not to divulge or release possession of them or any part thereof to any third party, or use them or any part thereof or permit them or any part thereof to be used in such a way that any similar Program(s) is developed there-from in part or in whole on any computer equipment. **(e)** The Customer shall at all times remain liable for any breach of provision of clause **(b)** and **(d)**.
(f) Any modifications to software made on behalf of the Customer shall be to the Customer's account and the Customer may request the Company to give a firm quotation for any modification prior to ordering the modification. Otherwise Customer shall pay such price as may be reasonable. All modification made to the software shall carry a 30 day warranty against defects effective from date of supply by the Company.
(g) Program(s) shall carry a 30 day warranty against defects, during which time the Company shall free-of-charge rectify any Program defects (as defined in the specification produced by the Company), notified in writing as soon as is reasonably possible. **(h)** Software training sessions shall be provided at the Customer's request, and charged at a predetermined rate applicable at the time. Training will normally run between 09:30 - 16:30 Monday to Friday, excluding statutory holidays; however the Company does not accept any liability for losses incurred by the Customer in the Company failing to meet specific training dates, or times.

5.Software Support: UNLESS expressly agreed in writing software support provides ongoing usage help, program upgrades, bug fixes, modem service and unlimited telephone assistance between 09:00 and 17:30 (GMT) Monday-Friday excluding The Company advised closures and UK public holidays. Support services are limited to the Accura suite of software products and specifically exclude hardware related issues, operating system and all 3rd-party products. Support staff may offer assistance with data import/export and/or report and layout design however these are discretionary and do not form part of the Support contract. The support contract will commence on date of initial training for 12 months and automatically renew on an ongoing perpetual basis

unless either party gives 30 days written notice of cancellation (by receipted post) prior to anniversary date. Support charges will vary based on the number of supplied user licenses and/or modules.

6.Payment Terms: UNLESS OTHERWISE STATED, ALL PRICES QUOTED ARE IN OUR BASE CURRENCY, EXCLUSIVE OF TAX AND VALID FOR 30 DAYS FROM QUOTATION DATE. **FOR MODULE/SYSTEM ORDERS:** A NON-REFUNDABLE **25% DEPOSIT** IS DUE WITH ORDER, THE BALANCE FALLING DUE ON COMPLETION OF TRAINING. **FOR USER-LICENSE ORDERS:** FULL PAYMENT IS REQUIRED WITH ORDER BEFORE LICENSES CAN BE ISSUED. **NOTE: WHERE TRAINING HAS BEEN AGREED IN STAGES FULL PAYMENT WILL FALL DUE ON COMPLETION OF THE FIRST TRAINING STAGE. WHERE AN ORDER HAS NOT BEEN CANCELLED AND INSTALLATION/TRAINING HAS BEEN DEFERRED BY THE CUSTOMER THROUGH NO FAULT OF US AND THIS EXCEEDS 60 DAYS FROM ORDER DATE, THEN FULL PAYMENT SHALL FALL DUE IMMEDIATELY.** Furthermore **(a)** FOR goods, software and services payment shall be due in accordance with the payment terms detailed on our quotation and/or order confirmation unless expressly agreed in writing by a Director of the Company. The Company reserves the right to withhold technical support, installation, or training services for non-payment of overdue amounts. **(b)** Without prejudice to any other rights it may have; and having taken reasonable measures to recover overdue sums; the Company is entitled to charge interest at 2% above the Current Base Rate of National Westminster Bank PLC, on overdue payments; along with any legal costs, court fees, or debt recovery costs incurred by the Company. **(c)** Additionally after failure to pay overdue sums, the Company shall be entitled without notice to remove from the Customer's location all software, documentation and user manuals relating to goods with invoices that remain outstanding. If the Customer shall thereafter within 30 days require use of such software, and only when all outstanding payments have been received the Company will at its sole discretion reinstall the software and any relating documentation subject to prior receipt of a predetermined reinstatement fee. **(d)** You do not have the right to set off any money you may claim from us against any sums that you may owe the Company.

7.Passing of Title and Risk: FROM the time of installation the goods and software shall be the risk of the Customer, who shall be solely responsible for their custody and maintenance, unless otherwise expressly agreed in writing. Pending payment of the full purchase price of the goods the Customer shall at all times keep the goods comprehensively insured against loss, damage, or accident, fire, theft, and other risks usually covered by insurance in the type of business of which the goods are to be used; for an amount at least equal to the Full retail value of the goods. The policy shall bear an endorsement recording the Company's interest.

8.Conditions and Warranties: THE Company warrants that (i) the Software will perform in accordance with the Specification and will not infringe the Intellectual property rights of a third party (ii) the Services will be performed with all reasonable skill and care and in accordance with the Accura Installation Guide, any agreed timescales and the Specification. In the event of any breach of these warranties The Company will promptly correct any error or defect in the Software and /or will re-perform the Services at no cost to the Customer. The Specification is defined as the description of the products or services in the quote proposal and/or as described at the Company website and sales literature, or as an addendum to the quote proposal document. EXCEPT AS SPECIFICALLY SET OUT HEREIN THE COMPANY DISCLAIMS AND EXCLUDES ALL WARRANTIES,WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE,INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESCRIPTION,DESIGN, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM ANY PREVIOUS COURSE OF DEALING,USAGE OR TRADE PRACTICE. For clarity - unless the Company have been provided a detailed, written specification of requirements and/or buying criteria prior to contract and have submitted written responses confirming the criteria are addressed by the solution offered, the Company do not warrant the solution meets any specific criteria – whether measured by industry practice or "norm", statute, customer perception/expectation, or against a competitive product.

9.Limitation of Liability: LIABILITY; EXCEPT IN RESPECT OF CLAIMS FOR BREACH OF CONTRACT (INCLUDING WARRANTIES), FRAUD,DEATH OR PERSONAL INJURY, THE COMPANY SHALL NOT BE LIABLE IN ANY EVENT HOWEVER ARISING WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY COSTS, DAMAGES OR EXPENSE INCLUDING DIRECT, INDIRECT AND CONSEQUENTIALDAMAGES.WITHOUTLIMITATION LOSS OF PROFITS AND REVENUE ARE INCLUDED UNDER THE HEADING OF CONSEQUENTIAL DAMAGES.

10.Default or Insolvency of Customer: IF the Customer, subject to applicable periods for notice and cure, shall be in breach of any obligations under the contract, if any distress or execution shall be levied on the Customer's property or assets or if the Customer shall take or offer to make any arrangement or composition with his creditors or commit any kind of bankruptcy or if any bankruptcy petition be presented against him (if the Customer is a company) if any Resolution or Petition to wind up such company shall be passed or

presented or if a Receiver of the whole or any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Customer or may (without prejudice to the Company's right subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of goods, software and services until any defaults by the Customer are remedied.

11.Data Protection Act: BY agreeing to these terms and conditions you acknowledge and accept our Privacy Policy – details of which are available via our website agree to opt in to marketing campaigns. You may, of course opt out at any time by following the directions in our website.

12 Installation: WHERE the Customer supplies hardware it is the Customer responsibility that the equipment shall be fully operational, installed, configured, networked, and tested and meet the minimum specifications required running the software ordered, and made available in a timely fashion as to not hinder agreed installation dates. For the purposes of clarification, "installation" of the software shall be deemed to have taken place when the software is installed and running on the Customer workstation(s) and/or server(s).

13.Delivery: THE Company shall use its reasonable endeavours to provide the goods; software and services by any date stipulated in the contract but time shall not be of the essence.

14.Force Majeure: THE Company shall be entitled to delay or cancel delivery of goods, software and services or to reduce the amount delivered if it is prevented from or hindered by manufacturing obtaining or delivering the goods by normal route or means of delivery through any circumstances beyond its reasonable control including (but not limited to) strikes, lockouts, accidents, war, fire reduction in or unavailability of power at manufacturing plant, breakdown in plant or machinery, or shortage of unavailability of raw materials from normal source of supply. Notwithstanding the foregoing, the Customer may cancel its order and receive a full refund if the delivery of the software is delayed by more than 60 days.

15.Cancellation: CANCELLATION of the Contract will only be accepted in writing by receipted delivery method. Within 10 days of the date of the Contract, cancellation will forfeit all deposits paid. Where a deposit has not been paid, the Customer shall indemnify the Company to the value of 25% of the contract value within 7 days of cancellation (as-if a deposit had been paid). Any cancellation outside this period is not acceptable. Furthermore, the Company reserves the right to recover from the Customer any unrecoverable costs incurred (over and above loss of deposit) up to the date of cancellation (for example: hotels, flights, or allocated training days at the applicable daily rate that cannot be resold). For training-only orders postponement or cancellation must be notified to us giving no less than 72 hours notice prior to schedule commencement, otherwise the full cost of the allocated training days will be come due immediately.

16.Subcontracting: THE Company may assign the contract with the Customer in part or in whole to any person, firm, or company they see fit without prior notice; but in the event of any such assignment or subcontracting, the Company shall remain liable within the limitations of warranty and liability outlined herein for under-performance of contractors.

17.Professional services: TRAINING may be included in the contract for a specified number of days and should be considered an estimate of that which is typically required to establish a basic understanding an operational minimum for the software configuration specified. Further training may be required to achieve full competency, which is charged pro-rata per day at the prevailing daily rate plus expenses. The quantity of training required to reach proficiency can vary greatly between differing Customers (depending on experience, interruptions, aptitude or other factors). THE COMPANY are not liable for loss or inconvenience as a result of delays in training schedules due to Customer fault or delay. The software is not supplied with a printed manual, however help sheets, and video resources are available that show common tasks.

18.Licensing: THE software is licensed for the sole use of the Customer named n the Contract and for the number of installed workstation user licenses detailed, NOT the number of users concurrently using the software (unless otherwise stated). The software is licensed for the non-exclusive use of the Customer and this is not transferable except as described below and only with the written consent of the Company. The Customer must notify the Company of any material changes in company trading name, address, directorships, or ownership that may be required to update the License agreement. Legal ownership/title of the software remains with the Company at all times. Should there be a change in the legal entity of the Customer **this license is expressly NOT automatically transferred to the new legal entity (even through liquidation/sale of assets)** without a "transfer of license" fee and new support contract being signed and paid for in full by the new legal entity. Any breach of this (as detailed in the license agreement) constitutes illegal use of the software punishable in law.

19.Contract: THE headings in these terms are for ease of reference only and shall not affect their interpretation or construction. No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or any later breach. You agree not to assign any of your contractual rights without our prior written consent. ANY CONTRACT DOCUMENT THAT THE CUSTOMER WISHES US TO AGREE TO THAT IMPOSES ADDITIONAL TERMS OR CONDITIONS, WARRANTIES, OR LIABILTY THAT ARE IN CONFLICT WITH THE TERMS HEREIN MUST BE PRESENTED WITHIN 7 DAYS OF ORDER PLACEMENT AND SIGNED BY A DIRECTOR OF THE COMPANY, OR THEY SHALL BE HELD AS INVALID AND UNENFORCABLE. IF THESE CONTRACTS REQUIRE THE COMPANY TO ENGAGE LEGAL ADVICE THEN THE CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR REASONABLE LEGAL COSTS ENSUING.

20.Modifications. IN the event Customer (or its employee or agent) modifies the software sold hereunder without the express written consent of the Company, including, without limitation, the modification or removal of any said devices from the software, or Customer fails to implement any changes in the software directed by the Company, the Customer agrees to indemnify, defend and hold the Company harmless from any and all claims, demands, suits, costs (including reasonable attorneys fees and costs of suit), and expenses incurred thereby, whether in contract, tort, or otherwise resulting from such modification.

21.Contingencies. IN the event the Company's performance is limited, delayed or prevented in whole or in part, directly or in directly, by acts of God; war; force of arms; fire; the elements; riot; labour disputes; picketing or other labour controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labour, material, or equipment used in the software development; failure of any party to perform any contract with the Company relative to software development; or from any cause whatsoever beyond the Company's control, whether or not such cause be similar or dissimilar to those enumerated. The Company shall not be liable for any default, delay or damages arising there from. The Company shall promptly notify Customer of the occurrence of any such contingency and of the contemplated effect thereof on the development and delivery of the software.

22.Non-solicitation: THE Customer agrees not to solicit, coerce, or offer employees, sub-contractors, partners, resellers or associates of the Company for full or part-time employment or sub-contracting whilst they are engaged by the Company and in any event for a minimum period of 5 YEARS from the commencement of the Contract; and likewise not to respond to approaches by the same. Failure to adhere to this will be enforceable by law and the Customer agrees to indemnify the Company for all resulting costs and losses including legal, recruitment, training, performance, revenue and profits.

23.Termination: EITHER party may terminate the Contract (excluding the perpetual licence of the Accura Software) by written notice to the other party in the event of a material breach by the other party which is not remedied within 30 days of receipt of notice or immediately in the event of the insolvency or winding up of either party.

24.Entire agreement: THE Contract constitutes the whole agreement between the parties and supersedes any previous agreement, understanding or arrangement between the parties. Each party acknowledges that in entering in this Contract it does not rely on any statement or representation of any person other than expressly set out in this Contract. Furthermore if any software behaviour and/or feature is mission critical to the Customer it must be notified in writing prior to order placement, otherwise it shall not form part of this agreement and may not be used as a reason for non-payment or litigation.

25.Review: No variation, amendment of or addition to these terms and conditions shall be effective except with the prior agreement in writing of both parties, however any subsequent Contracts may carry their own revised terms and conditions.

26.Proper Law: THE contract shall be governed by the laws of the country and/or state/province where the software is installed and all parties agree to submit to the jurisdiction of these courts. Any hearings shall be heard at the closest proximity to the head offices of the Company. In cases where the Company and the Customer are in different countries all parties agree to enter into mediation by third-party arbitrator to establish a mutually agreeable mode of legal recourse, governance, and location. Where it is agreed this location it outside of the UK the Customer agrees to pay all reasonable travel, accommodation and subsistence expenses for a representative of the Company to attend a legal hearing in person.

27.Dispute Resolution: Any dispute arising under or pertaining to the contracts to which these terms and conditions pertain shall be decided in accordance with the Dispute Resolution Procedures set out in the accompanying Confirmation Agreement.