

KEYTIME SYSTEMS LIMITED

TERMS & CONDITIONS OF SALE

A HARDWARE – SALE

1 Keytime Systems Limited agrees to sell and the Customer agrees to purchase the hardware specified in Schedule 1 ("the Hardware").

2 Title to the Hardware shall pass to the Customer only on payment of the price therefore in full plus any other sums then due under this Agreement. Risk in the Hardware shall pass to the Customer on delivery. The Customer is advised to insure accordingly and to ensure that the Hardware is properly maintained.

3.1 Keytime Systems Limited warrants that the Hardware will be free from defects in materials and workmanship for a period of 6 months after delivery or, if the Hardware is installed by Keytime Systems Limited, for a period of 6 months after installation. Keytime Systems Limited will remedy any such defects notified to it by the Customer during such period but not otherwise. The said warranty shall not apply to defects caused otherwise than by normal use including without limitation misuse, hazard, accident, any modification of the Hardware (otherwise than by Keytime Systems Limited) or failure or fluctuation of electric power or other environmental condition.

3.2 Keytime Systems Limited shall have no obligations under the said warranty other than to remedy a breach by the provision of materials and services within a reasonable time and without charge to the Customer. If Keytime Systems Limited shall fail to comply with such obligations its liability for such failure shall be limited to a sum equal to the price of the Hardware. The foregoing states the entire liability of Keytime Systems Limited, whether in contract, tort or howsoever for defects in the Hardware.

4 Keytime Systems Limited shall deliver the Hardware to the Installation Site.

B SOFTWARE LICENCE

1 Keytime Systems Limited hereby grants to the Customer a nonexclusive and nontransferable licence to use:

1.1 the computer programs specified in Schedule 1 together with any configurations or modifications thereof supplied by Keytime Systems Limited in accordance with Clause B 7 ("the Software");

1.2 the Software on and in conjunction with such levels and types of microprocessor(s), operating system(s) and third party products as may be designated for its use ("the Designated Environment"); and

1.3 the operating manuals and other printed literature supplied to the Customer by Keytime Systems Limited to aid the use and application of the Software ("the Associated Documentation"). The Software and the Associated Documentation are together referred to in this Agreement as "the Software Materials". These items may be delivered electronically.

2 The Customer acknowledges that it is only licensed to use the Software Materials in accordance with the express terms of this Agreement and not further or otherwise.

3 The Software Materials and all parts thereof and the copyright and other intellectual property rights of whatever nature therein are and shall remain the property of Keytime Systems Limited or its licensors. The Customer shall notify Keytime Systems Limited immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Software Materials by any third party. The Customer will permit Keytime Systems Limited to check the use of the Software Materials by the Customer at all reasonable times.

4.1 The use of the Software Materials is restricted to use on and in conjunction with the Designated Environment up to the maximum number of users and or servers specified in Schedule 1 and for the Customer's own internal business purposes only.

4.2 The Customer may use the Software Materials on and in conjunction with any replacement or new version of the Designated Environment subject to the prior approval of Keytime Systems Limited or its licensors. The Customer hereby acknowledges that adoption of new versions of microprocessors, operating systems or third party products may necessitate purchase and installation of new versions of the Software to ensure compatibility.

5 The Customer shall effect and maintain adequate security measures to safeguard the Software Materials from theft or access by any person other than its employees in the normal course of their employment.

6.1 The Customer may only make so many copies of the Software or any part thereof as are reasonably necessary for operational security and use. Such copies (but not the media on which they are stored) shall remain the property of Keytime Systems Limited or its licensors and the licence hereby granted shall apply to all such copies as it applies to the Software.

6.2 No copies may be made of the Associated Documentation. Additional copies of the Associated Documentation may be obtained from Keytime Systems Limited at its standard scale of charges for the time being in force. Notwithstanding the foregoing, the Customer shall be entitled to reproduce any documentation or manuals that may be provided online with the Software.

7 The Customer acknowledges that the Software includes package programs which have not been prepared to meet the Customer's individual requirements. It is therefore the responsibility of the Customer to ensure that the said package programs meet the Customer's requirements. Where any specification is agreed between the Customer and Keytime Systems Limited and annexed hereto, then Keytime Systems Limited warrants and confirms that it will configure and, where necessary, modify the package programs to meet the Customer's requirements set out in such specification. Subject to Keytime Systems Limited's liability under Clause E 9, Keytime Systems Limited shall have no liability under this warranty other than to provide the maintenance services described in Section D. Keytime Systems Limited shall not be liable for any failure of the Software to provide any facility or function not referred to in such specification.

8 Keytime Systems Limited does not warrant that the Software will be free of faults. Subject to Keytime Systems Limited's liability under Clause E 9, Keytime Systems Limited shall have no liability for any faults in the Software other than to provide the software maintenance described in Section D.

9.1 Keytime Systems Limited may terminate the licence hereby granted forthwith on giving written notice to the Customer if:

9.1.1 the Customer commits any material breach of any term of this Section B and (in the case of a breach capable of being remedied) shall have failed, within 14 days after the receipt of a request in writing from Keytime Systems Limited to do so, to remedy the breach; or

9.1.2 the Customer fails to pay the Price (as defined in Clause E 1).

9.2 Save as provided in Clause B 9.1 the licence hereby granted may not be terminated by Keytime Systems Limited.

10 Forthwith upon the termination of the licence hereby granted the Customer shall return to Keytime Systems Limited the Software Materials and all copies of the whole or any part thereof or, if requested by Keytime Systems Limited, shall destroy the same and certify in writing to Keytime Systems Limited that they have been destroyed.

11 Where Keytime Systems Limited notifies the Customer that use of any part of the Software is to be licensed directly to the Customer by a third party then the Customer shall be responsible for entering into a separate licence with such third party for the use of such part of the Software. Save for Keytime Systems Limited's obligations to supply and where necessary install such part of the Software the provisions of this Section B shall not apply and the Customer's rights and obligations shall be governed by the licence granted by such third party. It is acknowledged by the Customer that Keytime Systems Limited shall be acting as the agent of such third party and shall have no liability in respect of such part of the Software save for any loss or damage caused by Keytime Systems Limited's failure to supply or incorrect installation.

12 Keytime Systems Limited shall supply and deliver to the Customer one virus free copy of the object code of the Software in machine readable form on magnetic or optical storage media, or via the internet.

C SERVICES

1.1 Keytime Systems Limited shall during Working Hours provide the Customer with the computer services specified in the Services Schedule hereto ("the Services"). In this Agreement "Working Hours" means the hours between 8.45am and 5.00pm on all Mondays to Fridays except public holidays.

1.2 The Customer acknowledges that the Services Schedule comprises a list of tasks, an estimate of time required for Keytime Systems Limited to complete each task, and an estimate of the total time required for Keytime Systems Limited to complete the Services.

1.3 The Customer hereby authorises Keytime Systems Limited to expend the total time specified in the Services Schedule and Keytime Systems Limited undertakes to use all reasonable endeavours to complete the tasks outlined therein. Keytime Systems Limited shall not be required to exceed the amount of time authorised by the Customer to perform the Services unless prior agreed by the Customer and Keytime Systems Limited in writing.

1.4 If Keytime Systems Limited shall complete the Services in less than the estimated time the Customer shall only pay for the time actually expended. In the event that Keytime Systems Limited shall require more than the estimated time to complete the Services Keytime Systems Limited shall notify the Customer as soon as practicable and the Customer shall be entitled to authorise additional time, continue with the Services up to the authorised amount of time, or terminate the Services paying for the time expended to date.

2.1 The Customer shall pay Keytime Systems Limited for the time properly spent by Keytime Systems Limited in providing the Services at the chargeout rates specified in the Services Schedule.

2.2 Keytime Systems Limited shall render itemised invoices specifying the actual amount of time expended by Keytime Systems Limited in providing the Services.

2.3 All charges payable by the Customer in respect of the Services shall be due within 14 days after receipt of Keytime Systems Limited's invoice therefor.

2.4 The Customer shall reimburse Keytime Systems Limited at cost for all reasonable travelling and subsistence expenses properly incurred in the course of providing the Services.

3 Keytime Systems Limited warrants and undertakes to the Customer that:

3.1 Keytime Systems Limited's employees, agents or subcontractors engaged in the Services shall have the necessary skill and expertise to provide the Services;

3.2 the Services will be provided in a timely and professional manner and will conform with the standards generally observed in the industry for similar services.

4 The Customer shall make available to Keytime Systems Limited such information and facilities as may be necessary for its work under this Agreement.

5 The Services do not include:

5.1 making any modifications or additions to any part of the Customer's hardware or software other than those specified in this Agreement without the express prior written consent of both parties;

5.2 any services other than those specified in the Services Schedule.

6 Keytime Systems Limited shall not be liable for any delay or extension of the Services necessitated by any fault or omission of the Customer or failure in the performance, operation or integration of any hardware or software not specified in the Services Schedule or otherwise approved in writing by Keytime Systems Limited.

Installation and Acceptance

7 Keytime Systems Limited shall install the Hardware and the Software ("the System") at the Installation Site in accordance with the Services Schedule and shall not be liable for any installation, data transfer, integration or other services not specified in the said schedule.

8 After the System has been installed Keytime Systems Limited shall submit the System to its standard tests to ensure that the System is in full working order and the Customer shall conduct such other tests as may have been prior agreed between the Customer and Keytime Systems Limited to ensure conformance with any specification annexed hereto. Such tests ("the Acceptance Tests") will be carried out in the presence of representatives of both parties and for this purpose each party shall provide a suitable representative when required so to do by the other.

9 Once the System has successfully passed the Acceptance Tests the System shall be accepted by the Customer ("Acceptance") and the Customer shall, if requested so to do, sign an acceptance form acknowledging such acceptance.

D SOFTWARE MAINTENANCE

Keytime Systems Limited shall, with effect from the date of Acceptance provide the following software maintenance services ("the Maintenance Services"):

1 Keytime Systems Limited shall during Working Hours provide the Customer with such advice and assistance by telephone, Internet, email, facsimile transmission or mail as shall be necessary for diagnosis of any technical problems which the Customer may have in connection with the operation of the software specified in Schedule 2 hereto ("the Maintained Software").

2 Upon receipt of notification from the Customer that any part of the Maintained Software contains a fault Keytime Systems Limited shall use its reasonable endeavours during Working Hours to correct such fault or to procure its licensors to correct such fault.

3 Keytime Systems Limited may at its own discretion introduce into the Maintained Software such upgrades or amendments as it or its licensors shall from time to time consider necessary for general issue to customers. The Customer shall be responsible for testing such upgrade or amendment. Provided always that the upgraded or amended version shall not materially affect or diminish the operations or functions of the Maintained Software the Customer shall be responsible for using the upgraded or amended version as soon as practicable within 3 months after receipt and Keytime Systems Limited shall not be under any obligation thereafter to maintain any version other than the last upgraded or amended version supplied to the Customer. Keytime Systems Limited shall supply such amendments to the Associated Documentation as may be necessary to reflect such upgrades or amendments to the Maintained Software.

4 Where any upgrades or amendments to the Maintained Software are necessitated by changes in legislation or new legal requirements or other circumstances beyond Keytime Systems Limited's reasonable control, then Keytime Systems Limited shall be entitled to charge the Customer a reasonable and proper sum for the same.

5 The copyright and other intellectual property rights of whatever nature in any corrected, enhanced or amended versions of the Maintained Software or Associated Documentation are and shall remain the property of Keytime Systems Limited or its licensors and the provisions of the licence granted pursuant to Section B shall apply to the use and possession thereof by the Customer as they are expressed to apply to the Software and Associated Documentation *mutatis mutandis*.

6 The software maintenance services do not include making any modifications if such modifications would result in a departure from or addition to any specification annexed hereto or a departure from or addition to any of the functions which the Maintained Software is designed to fulfil.

7 The software maintenance services do not include service in respect of:

7.1 faults caused by hardware or software not maintained by Keytime Systems Limited;

7.2 faults resulting from modifications of the Maintained Software by the Customer or any third party;

7.3 misuse of the Maintained Software including inadequate database administration or system backup procedures or other operator error.

Miscellaneous

8 Keytime Systems Limited shall make an additional charge, in accordance with its standard scale of charges for the time being in force, for service visits made by reason of any fault in the Maintained Software due to causes not covered by the Maintenance Services; made to install, reinstall or otherwise commission any part of the Maintained Software or upgrade or amendment thereof.

9 During the continuance of this Agreement the Customer shall:

9.1 notify Keytime Systems Limited as soon as possible if the Maintained Software needs maintenance or is not operating correctly;

9.2 provide at the Customer's own expense such modem facilities together with up to date information concerning log on names and passwords as are reasonably required by Keytime Systems Limited for the purposes of inspection and diagnosis;

9.3 upon reasonable notice provide adequate and safe access to the Maintained Software for the purposes of inspection and maintenance and at the Customer's own expense the use by Keytime Systems Limited of such modem,

telecommunication link and any other associated facilities necessary in the reasonable judgement of Keytime Systems Limited to perform its obligations;

9.4 not make or allow to be made any addition, modification or adjustment to the Maintained Software without the prior written consent of Keytime Systems Limited;

9.5 keep and operate the Maintained Software in a proper and prudent manner and ensure that proper antivirus precautions are maintained and that only competent trained employees are allowed to operate the Maintained Software;

9.6 ensure that appropriate backups are regularly taken and verified in accordance with Keytime Systems Limited's recommendations;

9.7 not use in conjunction with the Maintained Software any accessory or attachment or additional hardware or software other than that which has been supplied or otherwise approved in writing by Keytime Systems Limited, such approval not to be unreasonably withheld.

10 Keytime Systems Limited shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Maintained Software or loss of or spoiling of the Customer's data) resulting from any breakdown of, or fault in, the Customer's hardware or the Maintained Software unless such breakdown or fault is caused by the negligence or wilful misconduct of Keytime Systems Limited.

Duration and Charges

11 The Maintenance Services shall commence on the date of Acceptance, shall continue for the initial period specified in Schedule 2 ("the Initial Period") and shall remain in force thereafter for continuation periods of one year each unless or until terminated by either party giving to the other at least 3 months notice in writing expiring on the last day of the Initial Period or any subsequent anniversary of that day. **12** In consideration of the Maintenance Services the Customer shall pay the following maintenance charges:

12.1 the Initial Maintenance Charge specified in Schedule 2 in respect of the Initial Period, which sum shall be paid in advance on the date of Acceptance;

12.2 the Annual Maintenance Charge specified in Schedule 2 for each year after the Initial Period which sum shall be paid in advance on the last day of the Initial Period and on each subsequent anniversary thereof.

13 Keytime Systems Limited shall be entitled at any time to vary the Annual Maintenance Charge next due to accord with any change in Keytime Systems Limited's standard scale of charges by giving not less than 30 days prior written notice to the Customer.

14 All deposits paid are nonrefundable

E. GENERAL

The following terms and conditions shall apply (where appropriate) to any hardware sold, software licensed and other products and services provided to the Customer under this Agreement.

1 The price for the Hardware and the Software and the delivery thereof specified in Schedule 1 together with the price for the Services specified in the Services Schedule ("the Price") shall be paid at the time(s) and in the manner specified therein.

2 All sums payable under this Agreement are exclusive of value added tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

3 If any sum payable under this Agreement is in arrears then (in addition to any other remedies) Keytime Systems Limited reserves the right to charge interest on such sum on a day to day basis from the original due date to the date of actual payment (as well after as before any judgement) at the rate of 2 per cent per month or part of a month.

4 The Customer undertakes promptly to provide Keytime Systems Limited with all information that Keytime Systems Limited may reasonably from time to time require to enable Keytime Systems Limited to proceed uninterrupted with the performance of this Agreement.

5 Keytime Systems Limited will use its reasonable endeavours to meet any estimated delivery dates given to the Customer but time shall not be of the essence in relation to such obligations.

6 Keytime Systems Limited may only make partial deliveries of the Hardware and or Software with the prior written consent of the Customer. Each part so delivered shall, for the purposes of payment, be deemed to be a separate contract and may be invoiced separately.

7 The Customer shall afford to the authorised personnel of Keytime Systems Limited at all reasonable times adequate and safe access to the Installation Site for the purpose of Keytime Systems Limited's performance of this Agreement.

8 Any obligation or liability of Keytime Systems Limited in respect of the Services or the Maintenance Services shall be suspended and unenforceable by the Customer whilst the Customer is improperly in default of the terms of payment or any other of the Customer's obligations in respect of this Agreement or any other agreement with Keytime Systems Limited.

9 The Customer warrants that it has not relied on any oral representations made by Keytime Systems Limited, its employees or agents or upon any descriptions, illustrations or statements contained in any catalogues and publicity material produced by Keytime Systems Limited which are only intended to convey a general idea of the goods or services mentioned therein. Keytime Systems Limited warrants and confirms that the Software shall provide the facilities and functions set out in any specification annexed hereto. If Keytime Systems Limited receives written notice from the Customer within 3 months after the date of Acceptance of any breach of the said warranty then Keytime Systems Limited shall at its own expense and within a reasonable time after receiving such notice remedy the breach. If Keytime Systems Limited shall fail to comply with such obligations its liability for such failure shall be limited to the sums payable under this Agreement which are specifically set out in Schedule 1 and or the Services Schedule hereof.

10 Each party shall keep confidential all information obtained from the other pursuant to this Agreement and shall not divulge such information to any third party without the other's prior written consent. Each party shall ensure that its employees, agents and subcontractors are bound by the provisions of this clause. The foregoing obligations shall survive any termination of this Agreement.

11 Each party shall not during the period from the date hereof to the expiry of 6 months after the termination of this Agreement (howsoever occasioned) offer employment to or otherwise engage any person employed by the other party (unless a period of 6 months has elapsed since the termination of such employment) save with the express prior written consent of the other party.

12 Keytime Systems Limited shall indemnify the Customer against any claim that the normal use or possession of the System infringes the intellectual property rights of any third party provided that Keytime Systems Limited is given immediate and complete control of the defence of any such claim, that the Customer does not prejudice Keytime Systems Limited's defence of such claim and that the Customer gives Keytime Systems Limited all reasonable assistance with such claim. Keytime Systems Limited shall have the right to replace or change all or any part of the System in order to avoid infringement. The foregoing states the entire liability of Keytime Systems Limited to the Customer in respect of the infringement of the intellectual property rights of any third party.

13 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the Hardware or Software is given or assumed by Keytime Systems Limited, and all such warranties, conditions, undertakings and terms are hereby excluded.

14.1 Keytime Systems Limited shall indemnify the Customer against injury to any person or loss of or damage to any property caused directly by any negligent act or omission of Keytime Systems Limited, its employees, agents or subcontractors.

14.2 Except in respect of injury to or death of any person (for which no limit applies) the liability of Keytime Systems Limited under Clause E 14.1 above in respect of each event or series of connected events shall not exceed £5,000,000.

15 Notwithstanding anything else contained in this Agreement Keytime Systems Limited shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

16 Notwithstanding anything else contained in this Agreement Keytime Systems Limited may terminate this Agreement forthwith on giving written notice to the Customer if:

16.1 the Customer commences to be woundup or carries on business under a receiver or enters in a scheme of arrangement with its creditors;

16.2 the Customer fails to make any payment on the due date or commits any other breach of the terms of this Agreement or any other agreement with Keytime Systems Limited. For the avoidance of doubt the licence to use the Software Materials granted under Section B may not be terminated save as expressly provided therein.

17 Neither party hereto shall be liable for any failure to perform any of its obligations under this Agreement where such failure is due to any cause beyond its reasonable control and the party so failing shall be entitled to a reasonable extension of time for performing such obligations.

18 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by duly authorised representatives of both parties.

19 This Agreement is subject to the special conditions (if any) contained in the Schedule(s). In the event of any inconsistency between the terms of such special conditions and terms of any other conditions of this Agreement then the terms of such special conditions shall prevail.

20 The Customer may not assign or otherwise transfer this Agreement whether in whole or in part without Keytime Systems Limited's prior written consent, such consent not to be unreasonably withheld.

21 This Agreement shall be governed by and construed in accordance with the laws of England.