



ISC Software Solutions Ltd Terms and Conditions of Business

1. Definitions

In these Terms and Conditions the following expressions mean

“ISC ”	ISC Software Solutions Ltd as identified on the Order Acknowledgement or Sales Invoice
“the Customer”	a person whose order for the supply of Equipment Software or Systems or Services is accepted by ISC on an Order Acknowledgement
“Order Acknowledgement”	the order acknowledgement form of ISC containing details of the Equipment or Software or Services to be supplied a specification of the System (if applicable) and the sequence of events for installation (if applicable)
“the Equipment”	the computer equipment specified in the Order Acknowledgement
“the Customer Equipment”	the computer equipment already owned and operated by the Customer
“the Software”	the software specified in the Order Acknowledgement
“the System”	the Equipment and the Software in combination
“the Services”	the consulting, training, implementation, configuration or development skills or combination thereof provided by ISC as specified on the Order Acknowledgement
“the Price”	the price for the Equipment, Software, System or Services as specified in the Order Acknowledgement
“the Location”	that part of the Customer's premises where the System is to be installed or the Services are to be carried out as specified in the Order Acknowledgement
“the Delivery Date”	the delivery date as specified in the Order Acknowledgement
“the Acceptance Date”	the date on which the System or Services is accepted (or deemed to be accepted) by the Customer pursuant to clause 12
“the Operating Manuals”	the operating manuals to be provided by ISC pursuant to clause 16
“these Conditions”	the terms and conditions set out in this document subject to any special terms and conditions agreed in writing between ISC and the Customer

2. Products and Services to be Provided

- (1) ISC hereby agrees to
- sell the Equipment to the Customer free from any encumbrance
 - supply the Software to the Customer subject to the manufacturer's or developer's licence
 - deliver the System to and install it at the Location
 - provide the Services as specified in the Order Acknowledgement free from any encumbrance
- upon these conditions
- (2) If the Order Acknowledgement refers to the provision of individual items of Equipment or Software or Services and not the supply of a System then these Conditions shall apply to that Equipment and Software and Services mutatis mutandis save that
- the balance of any Price shall be payable on the date of delivery and
 - ISC shall have no obligation under clauses 8 and 9 beyond delivery of the relevant Equipment or Software and
 - clause 18(1)(a) shall not apply
- (3) Operating supplies such as tapes disk packs stationery printing ribbons and similar accessories are not supplied as part of the Equipment



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- (4) The Software or System or Services to be provided may relate to the performance of an accounting financial or similar function. The Customer acknowledges that neither ISC nor its employees consultants or agents are qualified to give advice on accounting or financial matters and that ISC accepts no liability in respect of any statements made by it or its employees consultants or agents which relate to such matters. It is for the Customer to rely on its own expertise or that of its professional advisers in this field.

3. Time Not of the Essence

Time shall not be of the essence in relation to the performance by ISC of any of its obligations to the Customer.

4. Price and Payment

- (1) Unless otherwise agreed in writing the Price shall be paid by the Customer as follows:
- (a) as to 50% of the Price on the date of the issue by ISC of its Order Acknowledgement
 - (b) as to the balance of 50% of the Price on the date of delivery of the Equipment and the Software
- (2) The Price and any additional charges payable under these Conditions are exclusive of Value Added Tax.
- (3) If any sum payable by the Customer is not paid within seven days after the due date of an invoice then (without prejudice to ISC's other rights and remedies) ISC may charge interest on such sum on a day to day basis (as well after as before any judgement) from the date or last date of payment thereof to the date of actual payment (both dates inclusive) at the rate of 3% per annum above the base rate of Lloyds Bank Plc from time to time compounded quarterly. Such interest shall be paid on demand by ISC.
- (4) ISC shall be entitled to adopt such method as it sees appropriate (whether in the course of installation of the System or by the operation of telecommunication links or by the development of software or otherwise) at any time to procure the temporary discontinuance (without permanent damage) of the System or any Software or Equipment pending payment by the Customer of any outstanding monies due to ISC from the Customer in respect of the Price or on any other account whatsoever.

5. Title and Risk

- (1) The title to the Equipment shall pass to the Customer on payment in full and in cleared funds of the Price and any other sums which may then be due from the Customer to ISC.
- (2) Risk in the Equipment shall pass to the Customer on delivery of the Equipment to the Location and accordingly the Customer shall be responsible for insuring the Equipment against all normal risks with effect from the time risk passes.

6. Location Preparation

ISC shall supply to the Customer in reasonable time before delivery of the Equipment such information and assistance as may be necessary to enable the Customer to prepare the Location for the installation of the Equipment and to provide proper environmental and operational conditions for the efficient working and maintenance of the Equipment. The Customer shall at its own expense prepare the Location and provide such environmental and operational conditions prior to delivery.

7. Information and Access

- (1) The Customer undertakes to provide ISC promptly with any information which ISC may reasonably require from time to time to enable ISC to perform uninterruptedly its obligations to the Customer.
- (2) The Customer shall afford to the authorised personnel of ISC during normal working hours full and safe access to the Location and shall provide adequate free working space and such other facilities as may be necessary to enable ISC to perform its obligations to the Customer.

8. Delivery

- (1) On the Delivery Date ISC shall deliver the Equipment to the Location.
- (2) The Price does not include the cost of transportation of the Equipment from ISC's premises or any other delivery costs which shall be paid by the Customer in addition to the Price.



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9. Installation of the Equipment

- (1) ISC shall install the Equipment at the Location on the Delivery Date
- (2) If in the reasonable opinion of ISC it is necessary to remove or otherwise disconnect any of the Customer's existing equipment at the Location in order to carry out the installation of the Equipment then the Customer shall permit and obtain all necessary consents for such removal and/or disconnection and shall give ISC all necessary assistance to enable such work to be carried out
- (3) The Customer acknowledges that ISC shall be entitled to open packaging containing the Equipment before delivery to or installation at the Location for the purpose of testing the same

10. Delivery and Installation of the Software

- (1) ISC shall deliver the Software to the Customer and install the same on the Customer Equipment or Equipment at the Location
- (2) ISC shall deliver such number of copies of the Software as the Customer shall order
- (3) The Customer acknowledges that the Software shall be supplied subject to the shrink wrap or other licence of the manufacturer or the developer of the software and agrees to observe the terms of such licence and indemnify ISC in respect of any breach by the customer of the terms of such licence The Customer authorises ISC to accept the terms of any shrink wrap licence on behalf of the Customer by unwrapping the relevant Software in circumstances where the Customer has required ISC to configure and test the Software before delivery to the Customer where ISC is of the opinion that it would be in the interest of the Customer for the Software to be so configured and tested
- (4) The Customer warrants to ISC that it shall order such copies of the Software as complies with any obligations or requirements imposed by the manufacturer or developer of the Software in respect of multi-user Software and shall indemnify ISC against any loss suffered by ISC or breach by the Customer of this warranty
- (5) Risk in the media on which the Software is recorded shall pass to the Customer on delivery If any part of such media shall thereafter be lost destroyed or damaged ISC shall promptly replace the same (embodying the relevant part of the Software) subject to the Customer paying the cost of such replacement ISC shall not make further or additional charges for such replacement

11. Data Transfer

- (1) If the Customer requires data on an existing system of the Customer to be transferred to the System it shall advise ISC accordingly ISC shall then advise the Customer on the steps necessary to enable ISC to effect that transfer The Customer shall be responsible for taking all such steps as are required by ISC. ISC shall not be responsible for any inaccuracies in the data transferred arising out of the failure of the Customer to take the steps required by ISC and/or any inaccuracy existing in any data or file of the Customer to be transferred
- (2) The Customer acknowledges that it is solely responsible for keying in all information of the Customer necessary to ensure that the System is fully functioning and that failure by the Customer to key in such information shall not be grounds for any refusal by the Customer to accept the System

12. Acceptance of the System

- (1) After the Software has been fully installed on the Equipment the Customer shall be deemed to have accepted the System unless within 28 days of the date of installation the Customer has notified ISC in writing of any defect in the Equipment or Software In the absence of such written notice the Customer shall be deemed to have accepted the System
- (2) If written notice is served pursuant to clause 12(1) ISC will attempt to rectify any defects which ISC acknowledges to exist

13. Customer's Fault

If ISC is prevented or delayed from performing its obligations by reason of any act or omission of the Customer then the Customer will pay to ISC all reasonable costs charges and losses sustained or incurred by ISC as a result ISC shall promptly notify the Customer in writing of any claim which it may have under this sub-clause giving such particulars thereof as it is then able to provide



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14. Force Majeure

Notwithstanding anything else contained in these Conditions ISC shall not be liable for any delay in performing its obligations if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the Customer or by any sub-contractor or Supplier of ISC) Subject to ISC promptly notifying the Customer in writing of the reasons for the delay (and the likely duration of the delay) the performance of ISC 's obligations shall be suspended during the period that the said circumstances persist and (without prejudice to ISC 's rights under clause 13)

- (1) ISC shall be granted an extension of time for performance equal to the period of the delay
- (2) any costs arising from such delay shall be borne by the party incurring the same
- (3) either party may if such delay continues for more than five weeks cancel the order in respect of which such circumstances have occurred forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination save that the Customer shall pay ISC a reasonable sum in respect of any work carried out by it prior to such termination and for that purpose ISC may deduct such sum from any amounts previously paid by the Customer in respect of the system (the balance (if any) of which shall be refunded to the Customer)

15. Telecommunications

- (1) In this clause the expression "Relevant Equipment" means any part of the Equipment which is intended to be connected to any telecommunication system which is or is to be connected to a public telecommunication system
- (2) If the Customer connects the relevant Equipment to any telecommunication system the Customer shall be responsible for obtaining the consent of the owner of the System (if necessary) to such connection and for complying with all conditions relating thereto
- (3) The Customer undertakes to ISC that it will not make any modification to the relevant Equipment without the prior written consent of ISC
- (4) Where any data transmission speeds are given by ISC in relation to the Equipment such speeds are at all times subject to any conditions attached to the use of the relevant modem or telecommunication equipment at the speeds indicated and to the capability of such modem or other telecommunication equipment to achieve such speeds

16. Operating Manuals

Subject to the relevant manufacturer making the same available to ISC then ISC shall provide the Customer with one set of operating manuals containing sufficient information to enable the Customer to make full and proper use of the System ISC may provide the operating manuals in electronic format such Microsoft Word or Adobe Acrobat format as part of the Software The Customer acknowledges that such operating manuals are supplied subject to the rights of the owner thereof and no title therein is transferred to the Customer

17. Training

Any training required by the Customer not specified in the Order Acknowledgement shall be the subject of separate agreement between ISC and the Customer

18. Warranties

- (1) ISC warrants that the System will after acceptance by the Customer
 - (a) be free from defects in materials workmanship and installation
- (2) ISC shall have no liability or obligations under the said warranties other than to remedy breaches thereof by
 - (a) in the case of any item of the Equipment using ISC 's reasonable efforts to repair the same free of charge within seven days of being provided by the Customer with documented evidence of any defect in the Equipment or in the event that such repair is not possible by using reasonable efforts to replace that item of Equipment at ISC's discretion either with an identical item of Equipment or such other item of Equipment which will enable the System to perform to the Specification
 - (b) in the case of the Software using ISC 's reasonable efforts to correct any defects or errors in the Software within seven days of being provided by the Customer with documented evidence of any defects or errors or in the event that it is not possible to correct the errors by using reasonable efforts to replace that Software with a corrected version of the Software



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- (3) The Customer acknowledges that ISC has neither manufactured nor developed the Equipment or the Software and that ISC may own no intellectual property rights in the Software Accordingly the Customer further acknowledges that save as expressly provided in this clause 18 and in clause 21 ISC is not responsible for any defects or errors in the Equipment or the Software and may be subject to contractual terms which restrict ISC 's remedies in respect of such defects and ISC 's ability to replace defective Equipment or Software free of charge Accordingly the Customer acknowledges that the reasonable efforts required of ISC pursuant to clauses 18(2)(a) and (b) may not result in the warranties contained in clause 18(1) being complied with The Customer therefore agrees that it may have to bear the expense of the replacement of Equipment or Software pursuant to clause 18(1) and that the terms of this clause 18 are reasonable in all the circumstances
- (4) The Customer agrees that ISC shall have no liability under Clause 18(1) to the extent that any failure in the System arises as a result of
 - (a) Failure or fluctuation of electric power
 - (b) Failure to provide proper environmental or operational conditions for use of the System
 - (c) Accident neglect misuse or default by the Customer its employees or agents or any third party with respect to the System
 - (d) Any fault arising out of an attachment or associated equipment not supplied by ISC
 - (e) Any attempt by any person other than ISC's personnel to adjust repair or maintain the System

Further ISC shall not be responsible in respect of any loss suffered by the Customer arising out of the Customer's failure to keep full security copies of the software and of the customers databases and computer records in accordance with best computing practice
- (5) The express terms of these conditions are in lieu of all warranties conditions terms undertakings and obligations implied by statute common law custom trade usage course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law
- (6) The Customer acknowledges that it has not been induced to enter into this Agreement by any representations of ISC whether oral or in writing, except as specifically contained in these Conditions and the Customer hereby waives any claim for breach of any such representations which are not so specifically mentioned
- (7) If the Customer returns Equipment or Software to ISC for repair or replacement in accordance with the Customer's rights under these Conditions the Customer shall at the same time return to ISC all relevant Packaging and Operating Manuals

19. Removal of Labels

The Customer shall not change remove or obscure any labels plates insignia lettering or other markings which are on the Equipment at the time of installation thereof

20. Termination

- (1) Either party may terminate its obligations to the other forthwith by written notice to the other if either party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if either party shall become subject to an administration order or shall enter into voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business
- (2) Termination under sub-clause (1) shall discharge both parties from any liability for further performance of its obligations to the other
- (3) Any termination shall not effect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination

21. Liability

- (1) ISC shall indemnify the Customer against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of ISC or its employees



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- (2) Except in respect of injury to or death of any person (for which no limit applies) the liability of ISC under sub-clause (1) in respect of any event or series of connected events shall not exceed £1,000,000
- (3) Notwithstanding anything else contained in these Conditions ISC shall not be liable to the Customer for loss of profits or contracts or any claims made against the Customer by third parties or other indirect or consequential loss whether arising from negligence breach of contract or howsoever
- (4) ISC shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice

22. Non-Solicitation

The Customer shall not for a period of 12 months following the date of its most recent invoice from ISC, directly or indirectly recruit, induce or attempt to induce any employee or ISC who has been engaged in the provision, receipt or management of the services or otherwise in connection with the services to leave the employment of ISC. Subject to mutual agreement between ISC and the Customer this clause may be set aside in consideration of a compensation payment which shall be not less than 12 months' gross salary for each affected employee

23. Waiver of Remedies

No forbearance delay or indulgence by either party in enforcing its rights against the other shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right power or remedy herein conferred upon or reserved for either party is exclusive of any other right power or remedy available to that party and each such right power or remedy shall be cumulative

24. Entire Agreement

Save for any written agreement between ISC and the Customer signed by either respective duly authorised representative these Conditions constitute the entire agreement between ISC and the Customer relating to the subject matter hereof

25. Assignment

Neither party shall assign or otherwise transfer any of its rights or obligations whether in whole or in part without the prior written consent of the other party

26. Notices

All notices to be given thereunder shall be in writing and shall be sent to the registered office from time to time of the recipient or such other address in England as the recipient may designate by notice given in accordance with this clause Notices must be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by hand when delivered if by first class post forty-eight hours after posting

27. Severability

Each provision of these Conditions shall be construed separately and notwithstanding that any provision may prove illegal or unenforceable the remaining provisions shall continue in full force and effect

28. Law

These Conditions shall be governed by and construed in accordance with the laws of England