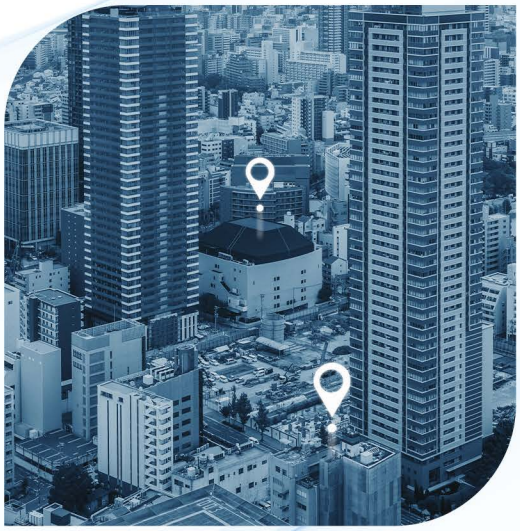
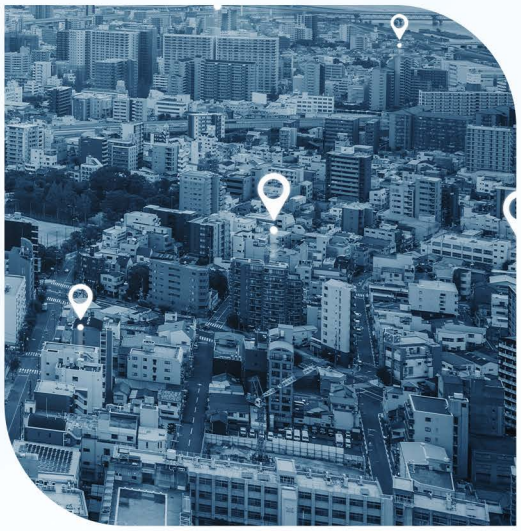
Passenger Services Software

Terms & Conditions

Crown Commercial Service *Supplier*





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THE FOLLOWING TERMS GOVERN OUR AGREEMENT TO PROVIDE SERVICES TO YOU AS THE CUSTOMER. IT IS IMPORTANT THAT YOU READ THESE IN FULL AND CAREFULLY.
BY NATURE OF HAVING A MISSION SOFTWARE ACCOUNT YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

General Terms and Conditions

These General Terms & Conditions together with any Specific Terms and Conditions for your Services and the Acceptable Use Policy form the Agreement between You and Us. If any of these General Terms & Conditions are inconsistent with any Specific Terms and Conditions for your Services, then the Specific Terms & Conditions shall prevail.

By signing up for the Services you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable laws and regulations in relation to this Agreement.

Definitions

"Acceptable Use Policy" means the Mission Software policy which forms part of this Agreement and sets out the remit for your use of the Services.

"Agreement" means any agreement to which these General Terms & Conditions together with any Specific Terms & Conditions for your Services and the Acceptable Use Policy are incorporated.

"Order" means a request made by a customer for Services to be supplied pursuant to the terms of this Agreement.

"Services" means the services and or products to be provided by Mission Software.

"Mission Software" means COM Software Limited trading as Mission Software, a company registered in England and Wales under company number 09263275 and our registered office is at 86-90 Paul Street, London EC2A 4NE, United Kingdom.

"Us" means COM Software Limited trading as Mission Software, a company registered in England and Wales under company number 09263275 and our registered office is at 86-90 Paul Street, London EC2A 4NE, United Kingdom.

"You" means the person or company who purchases services from Mission Software.

1. Commencement of this Agreement

This Agreement will only commence when we provide You with written confirmation that your Order has been accepted.

2. Supply of Services

2.1. We agree to supply the Services to You in accordance with the terms set out in this Agreement.

2.2. We will endeavour to supply the Services to You as soon as agreed within our contract delivery timescales and in the event that we become aware of any reason for delay we shall notify You.

3. Duration and Renewal of Services

3.1. Unless otherwise specified, Services are provided for a minimum contract term of 12 months and unless cancelled in accordance with Clause 4 below will automatically be renewed for an additional 12 month period.

4. Cancellation

4.1. When entering into this Agreement as a consumer (not in the course of conducting business) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") applies. In accordance with the Regulations we must not commence the supply of our Services to You for a period ending 14 days after your order is accepted by Us, unless You expressly agree for Us to commence service sooner.

4.2. You agree to use your Mission Software System exclusively as a conventional web system. You will not use your Mission Software System or your services in any way which may result in an excessive load on the Mission Software equipment, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of Mission Software System and your services shall be in a manner consistent with this Policy and shall not in any way impair the functioning or operation of Mission Software's Equipment or network. Should your use of the Mission Software Services result in an overly high load on the Mission Software Equipment, in Mission Software's sole discretion, Mission Software may suspend your account until the cause of any such overload is determined and resolved.

4.3. Please note that by signing up for our Services You expressly agree to us commencing supply of your Services before the cancellation period has expired. As a result, You will not have the right to cancel this Agreement under the Regulations.

4.4. For the avoidance of doubt, if You use the Services in the course of business, You will be treated as a non-consumer and statutory consumer protection will not apply to this Agreement.

4.5. You are entitled to cancel the Services by contacting Us and giving Us 30 days' notice. Any unpaid fees for services such as data-migration that re not paid in full will become payable immediately. Any request to cancel the Services will be

actioned at the end of the current billing period. Once we accept your cancellation request You will be provided with written confirmation of cancellation. Cancellation requests will not be deemed to have been received and accepted until we have issued our written confirmation to You.

4.6. We reserve the right to cancel and/or suspend the Services at any time without prior notice if You breach any of the terms of this Agreement.

5. Refunds

5.1. All fees are payable in advance and are non-refundable.
5.2. In extreme circumstances (and outside any other rights, entitlements and contract agreements) we can choose to make a full or partial refund after considering the facts. This would always be limited to a “reasonable” settlement and notification within a “reasonable time period”.
5.3. If we choose to cancel the Services we provide to You for any reason other than a breach of the terms of this Agreement by You, we will refund You on a pro rata basis.
5.4. In the event that Services are suspended temporarily or that any features, applications, scripts or programs are deactivated in order to ensure the stable operation and integrity of the Services You will not be entitled to a refund.

6. Payments

6.1. Payment in respect of all Services is on demand unless specifically agreed in the contract.
6.2. We will automatically generate an invoice in respect of the next period unless the Services have been cancelled in accordance with clause 4 above.
6.3. All payments must be made in UK pounds sterling, inclusive of applicable taxes. Payments can only be made by direct bank account transfer, CHAPS, BACS, a valid Credit/Debit Card, Direct Debit or through Paypal.
6.4. We reserve the right to suspend all Services until payment is received in full and all outstanding charges are cleared. Any non-payment of a recurring invoice may be subject to an administration charge. You are responsible for all money owed to Us under the terms of this Agreement until it is terminated. You are also responsible for any additional costs incurred by Us in taking steps to recover any sums due by You.
6.5. You will pay any Additional Charges as may be required from time to time by Us for reactivation of the Services due to disconnection.
6.6. You are required to provide Us with valid contact details and a valid payment method at all times during the term of this Agreement. If any of this information is found to be invalid, we reserve the right to suspend access to your account.
6.7. If your chosen payment method is cancelled or changed for any reason, then You must notify Us immediately and provide Us with details of an alternative payment method.
6.8. Any payments processed by third parties are also subject to those third parties' terms and conditions of service and we make no representations and provide no

warranties with respect to those third party services.

6.9. You shall not be entitled to set off a credit against any amount owed to Us pursuant to the Agreement.

6.10. If You fail to pay all sums due to Us, we reserve the right to interrupt, suspend or cancel your Services. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

6.11. We reserve the right to pass your debt onto a third party debt recovery agent and You accept all liability for the recovery of our costs from You.

7. Chargebacks

7.1. If You withdraw any payments made via a bank, credit card or third party payment method (a "chargeback"), we reserve the right to interrupt, suspend or cancel your Services and/or charge a fee. Such action is without prejudice to our right to recover any and all outstanding sums from You and your obligation to pay the same to Us.

8. Appropriate use of the Services

8.1. We reserve the right to refuse to provide any and all Services or access to our servers at any time at our discretion.

8.2. We do not allow any content to be stored on our servers which contravenes our Acceptable Use Policy. We reserve the right to; remove such content, suspend and/or cancel the Services immediately if we consider that such content breaches the Acceptable Use Policy.

8.3. You accept that your use of a web hosting package with unlimited web space shall be subject to the terms of the Acceptable Use Policy and You warrant that You will comply with this policy.

8.4. We shall notify You if we become aware of any alleged breach by You of the Acceptable Use Policy.

8.5. We reserve the right to move your data to a different server without prior notice to You or any third parties.

8.6. Should Your use of the Services result in an overly high load on Our systems, then we may suspend Your account at our sole discretion until the cause of any such overload (legitimate or otherwise) is determined.

8.7. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim relating to any breach of this Agreement by You.

8.8. In the event that we remove your data or content and/or suspend all or any Services and later reinstate such content and/or resumes the Services, You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim arising out of your breach of the Acceptable Use Policy.

9. Scheduled maintenance

9.1. We will provide the Services to You using reasonable skill and care but at all times this will be subject to any downtime caused by scheduled or emergency maintenance or repair. We will use our best endeavours to ensure that any

disruption to the Services is minimal and any scheduled work takes place during off-peak hours when possible. We will not be liable to You or any third party for losses whatsoever caused by any such downtime; whether emergency or scheduled.

9.2. We reserve the right to deactivate individual features, applications, scripts or programs as necessary in the interests of technical progress, security, availability of technical support on the provider or manufacturer side, to ensure the stable operation and integrity of Our systems or in order to comply with Our responsibility to provide technically up-to-date solutions.

9.3. We shall take reasonable steps to ensure that any deactivation of individual features, applications, scripts or programs will not result in changes to a core function of the Services we provide You and to offer technical alternatives (including upgrades and updated versions of software) as and when such alternatives become available.

9.4. In the event that such changes result in changes to a core function of the Services we provide You we will endeavour to find you a viable alternative.

9.5. In the event of changes of features, applications, scripts and programs pursuant to clause 8.2 above, You agree to cooperate and be responsible for managing any adjustments to your Services if requested to do so. We will endeavour to communicate any changes to You as soon as possible.

10. Third Party Users

10.1. All Services provided by Us to You are intended for designated users only. You are not permitted to resell, store or give away any of the Services to third parties. You accept sole responsibility for ensuring compliance with this Agreement and the terms and conditions relevant to any chosen Services by third parties. You agree to indemnify and hold Us harmless against any losses caused or damage suffered as a result of a breach by any third parties.

10.2. We accept no liability to You or any third parties for losses arising from third party use of your Services as set out above.

11. Usage

11.1. Where a Service is not provided with unlimited usage as standard, you will be liable to pay any charges incurred by exceeding the agreed data use limits in relation to those Services. Any additional charges will be at the rate set out in your original package.

12. Data

12.1. All data created or stored by You within our applications and servers are your property. We make no claim of ownership of any web server data content, email content, or any other type of data contained within your server space or within applications on servers owned by us.

12.2. We maintain backups of our servers and infrastructure for archiving and to ensure continuity of the Services. In the event of loss of or damage to your data arising out of your actions or actions undertaken on your behalf, we will not provide You with access to any data stored by Us for archiving or backup procedures except at our

sole discretion. Should your agreement with us include failover and specified data backup services, these will be both made available and used for restoration of data loss, data corruption or any other issue you request from us. Any costs relating to (but not exclusively) investigation, restoration, analysis, assistance or testing will be met by You.

12.3. In the event of loss of or damage to your data relating to a failure in our systems or servers, we will make reasonable commercial efforts to assist You with restoring your data. Notwithstanding this, however, You accept full responsibility for checking adequate backup copies and integrity of all your data.

12.4. You shall indemnify Us and hold Us harmless against all damages, losses and expenses arising out of a third party claim of intellectual property infringement in respect of your content or data.

13. Passwords

13.1. It is your responsibility to keep all passwords safe, to ensure they are secure (with reference to accepted best practices) and to change passwords regularly. We are not responsible for any data losses or security compromises arising as a result of compromised passwords or as a result of You giving a third party access to your password.

13.2. You are responsible for any and all actions arising out of the use of your account password.

14. Your personal details

14.1. You warrant that the contact information You provide to Us is correct, and that You will update this information immediately, as required from time to time. You agree that we may suspend access to your account and the Services if we reasonably believe that the information You have supplied is inaccurate.

14.2. You accept that if your account is paid for or managed by another nominated party, who has agreed to be bound by the terms of this Agreement that party and who has access to your account password, we may discuss your account with that party and take instructions from them in relation to the account.

14.3. We reserve the right to email You with information about product offerings we believe may be of interest to You from time to time. You may unsubscribe from marketing communications at any time.

14.4. We will not provide your personal information to any third parties without first obtaining your express permission unless we are required to do so by law. We may, however, need to provide your name and delivery address to third parties working in conjunction with Us to deliver specific Services to You in accordance with our Privacy Policy.

15. Disclaimers and Warranties

15.1. Unless you have a specific data backup and/or failover system with us, We do not back up your data for data recovery purposes and whilst we will use our commercial endeavours to assist You in the event of data loss arising out of hardware failure, we do not guarantee we will be able to replace lost data. It is your sole responsibility to ensure your data is backed up for data recovery purposes.

15.2. The Services are provided on an "as is" basis. We do not warrant or represent that any Services will be uninterrupted or completely error-free. You accept that all Services are provided warranty-free.

15.3. Insofar as permitted by law, and with particular regard to the rights of business customers, all implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) including, but not limited to, those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) are hereby excluded in relation to the Services to the fullest extent permitted by law.

16. Liability

16.1. We shall not be liable for any loss or damage of any nature suffered by You arising out of or in connection with any breach of this Agreement by You or any act, misrepresentation, error or omission made by You or on Your behalf.

16.2. We will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by You or for any wasted management time or failure to make anticipated savings or liability You incur to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.

16.3. No matter how many claims are made and whatever the basis of such claims, our maximum aggregate liability to You under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in this Agreement) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by You for the specific Services in relation to which Your claim arises during the 6 month period prior to such claim.

16.4. Nothing in this Agreement shall operate to exclude or limit our liability for:

- 16.4.1. death or personal injury caused by our negligence;
- 16.4.2. any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- 16.4.3. fraud; or
- 16.4.4. any other liability which cannot be excluded or limited under applicable law.

16.5. Neither party shall be liable to the other under or in connection with this Agreement or any collateral contract for any:

- 16.5.1. loss of revenue;
- 16.5.2. loss of actual or anticipated profits;
- 16.5.3. loss of contracts;
- 16.5.4. loss of business;
- 16.5.5. loss of opportunity;
- 16.5.6. loss of goodwill;
- 16.5.7. loss of reputation;
- 16.5.8. loss of, damage to or corruption of data; or
- 16.5.9. any indirect or consequential loss,

however arising regardless of whether such loss or damage was foreseeable or in our mutual contemplation and whether arising in or caused by breach of contract,

tort, breach of statutory duty or otherwise.

17. Force Majeure

We shall not be responsible for any failure to provide any Services or perform any obligation under this Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether our employees or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond our reasonable control.

18. Non-Waiver

Our failure to require You to perform any of your obligations under this Agreement shall not affect our right to require such performance at any time in the future and nor shall the waiver by Us of a breach of any provision be taken or held to be a waiver of the provision.

19. Survival

The provisions, terms, conditions representations, warranties, covenants, and obligations contained in or imposed by this Agreement which by their performance after the termination of this Agreement, shall be and remain enforceable notwithstanding termination of the Agreement for any reason. However, neither we nor You shall be liable to one another for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

20. Notice

You agree that any notice or communications required or permitted to be delivered under this Agreement by Us to You shall be deemed to have been given if delivered by email, in accordance with the contact information You have provided.

21. Intellectual Property Rights

You accept that all Intellectual Property Rights belonging to Us shall at all times during this Agreement remain vested in Mission Software / COM Software Limited.

22. Governing Law

Except as otherwise set out in the Domain Dispute Policy, Your rights and obligations and all contemplated by this Agreement shall be governed by the law of England and Wales and You submit to the exclusive jurisdiction of the English courts.

23. Legal Fees

If any legal action or proceedings, including arbitration, relating to the performance or the enforcement of any provision of this Agreement is commenced by either You

or Us, the prevailing party shall be entitled to recover reasonable legal fees, costs and disbursements from the other party, in addition to any other relief to which the prevailing party may be entitled.

24. Assignment

24.1. You shall not assign, sub-license or transfer your rights or obligations under this Agreement to any third party without our prior written consent.

24.2. In the event that we consent to an assignment, sub-license or transfer, then this Agreement shall be binding upon both You and Us and our respective successors and permitted assigns.

25. Amendment in Writing

We may update the General Terms and Conditions, any Specific Terms and Conditions (including any technical specification relating to the Services), the Acceptable Use Policy, Privacy Policy and any other information relating to the Services from time to time to comply with law or to meet our changing business requirements. We shall, as we deem reasonable, give You prior notice of any significant changes to the Agreement.

You further agree to review the terms and conditions regularly to ensure You are aware of any modifications and You agree to be bound by such modifications unconditionally.

26. Joint and Several Obligations

If You consist of more than one entity, your obligations under this Agreement are joint and several.

27. No Third Party Beneficiaries

This Agreement does not provide and shall not be interpreted to provide any third parties, with any remedy, claim, cause of action or privilege.

28. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and agreements are representations or warranties, express or implied, statutory or otherwise and no agreements collateral here to than as expressly set or referred to herein. This Agreement supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

29. Relationship of Parties

Nothing in this Agreement shall be construed as creating an agency relationship, partnership or joint venture between the parties.

30. Severability

In the event that any provision of this Agreement is deemed unenforceable or invalid under any applicable law or pursuant to a court decision, such unenforceability or invalidity shall

not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provisions with one that is valid and enforceable and which achieves, in our reasonable opinion, to the fullest extent possible, the original objectives and intent between You and Us.

Specific Web Systems – Web Server T&C

Sections 1 to 7 have been removed from this agreement as they are not relevant.

CUSTOMER CONDUCT

8.1.
Mission services and servers may only be used for lawful purposes. Any use which contravenes any national, European or international laws which may apply to Mission, the Customer's local jurisdiction, or any jurisdiction that the Customer or the Customer's site may be subject to is strictly prohibited.

8.2.
While using a Mission supplied Root Server, the Customer will not:

8.2.1.
Restrict or inhibit any other user from using and enjoying the web services and installed programs available;

8.2.2.
Post or transmit any unlawful, threatening, abusive defamatory, pornographic, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise contravene any national, European or international law and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

8.2.3.
Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;

8.2.4.
Operate an open mail relay;

8.2.5.
Transmit any unsolicited commercial or bulk e-mail or engage in any activity known or considered to be "spamming" or "Mail Bombing";

8.2.6.
Use any Mission server or service to carry out, or assist in the carrying out of, any "denial of

service" attacks on any other website or internet service.

9. INDEMNITY

9.1.
You agree to fully defend and indemnify and hold harmless Mission of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including legal fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of Mission in any way related to your use of the Mission Services or any portion thereof.

9.2.
You agree fully to indemnify Mission and to keep Mission fully indemnified against any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including legal fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any infringement or claimed infringement of any copyright or other intellectual property right of any third party which is in any way related to your use of the Mission Services or any portion thereof. Choice of legal representation remains exclusively that of Mission.

9.3.
For the purposes of this Clause 9, Mission includes COM Software Limited, as well as its parent company or companies, its subsidiaries and affiliated companies.

10. TERMINATION

10.1
Either party can terminate this Agreement upon written notice 30 days' prior to the end of the agreed upon minimum Contract Term. Once the minimum Contract Term has expired, Mission can terminate this contract for any reason upon fourteen (14) days' prior notice. The customer may terminate the contract for any reason upon 30 days' written notice. The customer-requested termination shall take effect at the end of the calendar month in which the 30 days' notice period has ended. Either party shall be entitled to terminate the contract without prior notice in case there is a special reason.

10.2
In the event of any contravention of any of these terms and conditions including the Acceptable Use Policy which is to be found at the end of these terms and conditions Mission reserves the following rights which may be exercised without notice and at the sole discretion of Mission:

10.2.1
the right to terminate this contract

10.2.2
the right to deny the Customer access to a server

10.2.3
the right to terminate the Customer's services and in any such event the Customer will be held fully responsible for any damages to the Customer, Mission, or any other party or parties resulting from any such conduct.

10.3
Mission shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. The Customer agrees that Mission has the right to monitor the servers electronically from time to time and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties. Mission reserves the right to remove or remove access to any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, offensive, or in contravention of this Agreement.

11. RETURN OF SERVER

Upon termination of this contract, all servers shall remain the property of Mission and are not subject to customer demands.

12. LIABILITY

12.1
Mission makes every reasonable effort to maintain the uninterrupted operation of the Mission Services, subject to regularly scheduled server and network maintenance cycles. However because many events and circumstances are beyond the control of Mission, Mission does not in any way warrant or otherwise guarantee the availability of the Mission system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of Mission. Mission may, at its sole discretion, limit or deny access to its servers, if, in the judgment of Mission, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the Mission servers.

12.2.
To the extent permitted by law Mission shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.

12.3
So far as is permitted by law and subject to the express terms of this Agreement Mission

makes no warranty to the Customer as to the quality of the Services or their fitness for purpose and in any event, Mission shall only be liable for material breaches of its obligations under this Agreement and to the extent of 500 GBP per breach.

12.4

Neither party shall have any liability to the other in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising, save as set out in this Clause 12.

12.5

Nothing in this Agreement shall:- (a) exclude or restrict Mission for liability in respect of the death or personal injury or fraud resulting from the negligence of Mission, its employees or agents; (b) exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Customer deals as a consumer, the conditions implied by Sections 13 to 15 inclusive of the said Act and by Sections 3 and 4 of the Supply of Goods and Services Act 1982; or (c) where the Customer deals as a consumer, affect the Customer's statutory rights.

12.6

The Customer will indemnify Mission for all loss of revenue, business profits, costs and expenses arising from any failure by the Customer to use the Services in accordance with this Agreement and against any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the site by the Customer.

12.7

Mission disclaims all liabilities in connection with the following :

- loss of material uploaded
- incompatibility of the site with any of the Customer's equipment, software or telecommunications links
- technical problems including errors or interruptions of the site
- unsuitability, unreliability or inaccuracy of the site.

12.8

Nothing in this Agreement shall prevent Mission from pursuing payment of a debt against the Customer.

12.9

Where the Customer accesses this site from locations outside the United Kingdom, the Customer does so on the Customer's own initiative and is responsible for compliance with local laws.

12.10

The Customer understands that by placing information on root servers, depending on the

configuration of the server, possibly due to client staff configuration changes, such information may be accessible to other Internet users. Mission does not limit or restrict access to such information, nor protect any such information from copyright infringement or other wrongful activity. The Customer assumes full responsibility and risk for their use of the Root Server. It is the Customer's sole responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through Mission or on the Internet generally.

13. IDENTIFICATION INFORMATION

Customer Users must be at least 18 years of age or require the approval of the minor's legal guardian. Mission will not have any liability in respect of any breach of this Agreement for loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment or for any indirect or consequential loss howsoever arising by the actions of a minor.

14. NO INTERFERENCE WITH OPERATION OF SYSTEM

14.1.
The Customer agrees not to maliciously or intentionally interfere with the proper operation of the server and network, including but not limited to defeating identification procedures, obtaining access beyond that which the Customer is authorised for, and impairing the availability, reliability, or quality of service for other customers. The Customer further agrees not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorised access. The Customer agrees to follow the Acceptable Use Policy of any network or service to which the Customer connects.

14.2.
The Customer agrees to adhere to all system policies of Mission, as such may be published by Mission online from time to time, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of the services of Mission including the Acceptable Use Policy which is to be found at the end of these terms and conditions. The Customer agrees to abide by any and all future policy decisions by Mission.

15. SECURITY

Mission will deliver a secure, certified multi-server system with failover, backup and PLESK remote control features. Independent 3rd Party penetration testing and security certificates will be supplied and the servers will be maintained to this certified level of security.

15.1.
Except with respect to issues concerning the physical security of Mission's data centre facilities, the Customer agrees that should any customer administrator change certified security settings, the security of the server and all Services is solely the Customer's

responsibility. It then becomes the sole responsibility of the Customer to maintain and update security software on the Root Server. Under no circumstance will Mission be held liable for security breaches and damage caused by the Customer's changes or failure to maintain or update the security software or to maintain adequate security protocols in the administration of the Root Server. Any security setting changes required or made by client administrators must be notified to Mission within 1 day of any changes being made.

15.2.
To secure Root Servers from external misuse, Customers are encouraged to utilise packet filtering technology as part of any changes.

15.3.
The Customer agrees that if the security of the Customer's server has been compromised in any way, the Customer will notify Mission immediately in writing as set forth in Clause 21.2 herein. The Customer shall be held fully responsible for any misuse or compromise of the Customer's server, following client security changes, for which Mission is not properly notified. The Customer agrees that if any security contraventions are believed to have occurred in association with the Customer's server, Mission has the right to suspend access to the server pending an investigation and resolution. The Customer also agrees that Mission has the right to cooperate in any government or legal investigation regarding any aspect of its services, including any servers used by the Customer. Any use of Mission's system to engage in software piracy or other contraventions of law will result in service suspension and be immediately reported to the appropriate authorities.

15.4.
Without special agreement Mission is not obliged to undertake backup of data. In this context the customer is once again reminded of their obligation for data backup.

16. TRANSMISSION OF MATERIALS

The Customer agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of Mission or any other service with reference to services obtained through Mission, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming", is strictly prohibited.

17. PRIOR AGREEMENTS

Except for the Mission GT&C at the beginning of this document, which apply to all transactions between Mission and any of its customers (including in particular the cancellation rights of consumers to which attention is specifically drawn), this Agreement supersedes any written, electronic, or oral communication the Customer may have had with Mission or any agent or representative thereof, and constitutes the complete and total agreement between the parties. If any of the provisions contained herein are in conflict with the Mission GT&C, the provisions in this Agreement shall prevail.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

19. CONTACT

This system is owned and operated by COM Software Limited a company registered in England and Wales (Co. Reg. No 09263275) whose registered office is at 86-90 Paul Street, London, EC2A 4NE.

20. GENERAL

20.1
No delay, neglect or forbearance on the part of either party in enforcing against the other party any terms or conditions of this Agreement shall either be or be deemed to be a waiver in or in any way prejudice any right of that party under this Agreement, unless such waiver shall be in writing.

20.2
Any notice, invoice or other document which may be given by either party under this Agreement shall be deemed to have been duly given if sent by first class post, or where the parties expressly agree by electronic mail or facsimile transmission, to such person and such address as either party shall nominate for this purpose from time to time.

20.3
This Agreement shall be construed and governed in all respects in accordance with the Law of England and Wales and the English Courts shall have exclusive jurisdiction in respect of any disputes arising hereunder.

20.4
Each party shall treat as confidential all information received by it from the other party relating to the other party's business, customers, strategies and plans, and such information may only be used for the purpose of this Agreement and may only be disclosed in strict confidence to its professional advisers or any person to whom disclosure is required by law, to its employees or subcontractors where reasonably necessary for the purposes envisaged by this Agreement, and where otherwise specifically permitted by this Agreement.

21. THIRD PARTY RIGHTS

Nothing in this Agreement shall be taken as granting any rights expressly or impliedly whether contractual or statutory to persons other than the Company and the Customer, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22. NO AGENCY

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture between Mission and the Customer.

23. AMENDMENT

Mission may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the Mission website in place of the old. Each and every such amendment shall be become effective immediately for all pre-existing and future accounts. It is your responsibility to periodically check the Mission website for updates of this Agreement.

24. COMPLAINTS

The Customer should address any complaints concerning the provision of the Services to the Company at the Company's address.

25. ASSIGNMENT

Neither this Agreement or any rights or obligations hereunder may be assigned or transferred or sub-contracted by the Customer in part or in whole to a third party, without the prior consent of the Company such consent not to be unreasonably withheld. The Company may on providing notice to the Customer assign this Agreement in part or in whole to any third party.

ACCEPTABLE USE POLICY

1. GENERAL

Each Customer who operates a server from Mission is solely responsible for all stored and transmitted data of the server and all actions which emanate from the server. The Customer must take adequate measures which comply with the current state of technology to ensure that any misuse of the server is effectively prevented. Mission reserves the right to block any server at any time which causes a loss of network integrity or affects the network operation of other servers without prior warning including those actions which are not specifically referred to below. Mission further reserves the right to remove a server from the network if it is deemed to be causing excessive load or traffic over an unacceptably long period. Mission further reserves the right so far as permitted by law to maintain logs of impermissible actions and to preserve the contents of servers as well as the right to hand over such logs or contents in accordance with legislation, on Order of the Court or orders from any other body appointed by law. PROHIBITED ACTIONS AND CONSEQUENCES OF INFRINGEMENTS

2. IP SPOOFING

IP spoofing refers to the falsification of the IP sender address for outgoing IP packages. This technology is generally used to conceal the origin of IP packages. Mission has installed anti-spoofing filters in order to prevent IP spoofing. All attempts at IP spoofing are automatically logged. Any attempt at IP spoofing will lead to the immediate blocking of the server without prior warning.

3. MAC SPOOFING AND MAC FLOODING

MAC spoofing refers to the falsification of a sender address of an Ethernet framework. This technology is often used to give a false identity in the local network or for a router. MAC flooding refers to the sending of Ethernet frameworks with a number of different sender addresses for the purpose of flooding MAC databanks of switches thus causing a malfunctioning of these switches. Mission has put in place measures which in the event of any attempt at MAC spoofing or MAC flooding trigger an immediate and automatic blocking of the server without prior warning. All attempts at MAC spoofing and MAC flooding are automatically logged.

4. ARP SPOOFING AND ARP FLOODING

ARP spoofing refers to the falsification of an ARP entry on a router by unsolicited ARP replies. This technology is often used to prepare a man-in-the-middle attack. ARP flooding refers to the mass transmission of ARP replies for the purpose of flooding the ARP databank of a router and thus causing a malfunctioning of this switch. All attempts at ARP spoofing and ARP flooding are logged and will lead to the immediate blocking of the server without prior warning.

5. TRANSMISSION OF SWITCH PROTOCOL FRAMEWORKS

The transmission of switch protocol frameworks, in particular spanning tree protocol frameworks (BPDUs) will lead to the immediate and automatic blocking of the server without prior warning. All attempts to transmit switch protocol frameworks are logged.

6. TRANSMISSION OF SPAM AND MALWARE

Spam refers to the mass transmission of unsolicited or unrequested email advertisements. Malware refers to any type of injurious software e.g. viruses, worms, trojans, backdoors, spyware or illegal dialers. The sending of spam can lead to a warning being sent to the server operator or to the immediate blocking of the server without prior warning depending upon the gravity of the infringement. The sending of Malware will lead to the immediate blocking of the server without prior warning.

7. PHISHING

Phishing refers to illegal attempts to release access data for security areas to a wide

distribution of users. Well known websites are often imitated so as to appear deceptively genuine for this purpose. The websites are reached under domain names which are similar to the original domain names. Users are invited by misleading emails to enter their access data on such hoax websites. Phishing will lead to the immediate blocking of the server without prior notice.

8. DENIAL OF SERVICE ATTACKS

Denial of Service attacks (DoS) refers to an attack on a server with the purpose of disabling one or more of its services. This generally occurs by overloading e.g. by attacks with a number of small UDP packages or TCP-SYN packages. Where the attack is coordinated by a larger number of other systems this is referred to as a Distributed Denial of Service (DDoS). Mission has put in place measures which permit the empirical recognition of Denial of Service attacks. All Denial of Service attacks are logged. A Denial of Service attack will lead to the immediate blocking of the system without prior warning.

9. SCANNING OF EXTERNAL COMPUTERS

The Scanning of computers refers to the systematic searching for services on this computer with the purpose of detecting weaknesses in the services in order to utilise them for hacking at a later time. The scanning of external computers can lead to a warning being sent to the operator of the service or to the immediate blocking of the server without prior notice according to the seriousness of the infringement.

10. NON-AUTHORISED ACCESS OR ATTEMPTS OF HACKING

All non-authorised or illegal access to IT systems (e.g. "hacking" will lead to the immediate blocking of the server without prior warning.

11. OFFERING OF UNLAWFUL INFORMATION

The offering of unlawful or abusive, pornographic, racist, politically radical, defamatory or offensive information as well as information which contravenes the rights of third parties in whatever form will lead to the immediate blocking of the server without prior warning.

12. BREACH OF COPYRIGHT ETC.

The Customer is prohibited either from offering or distributing any information which is protected by copyright without lawful authority. The operating of so called P2P exchanges, download services or streaming services over which copyright protected information could be distributed without lawful authority is not permitted. It is also prohibited to make available links which connect to P2P exchanges, download services, streaming services or information provided by them. In case of infringement Mission reserves the right to remove the server from the network without prior warning and to terminate the agreement.

Microsoft Licencing T&C

CUSTOMER LICENSE TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE ON OUR SYSTEMS

This document concerns your use of Microsoft software, which includes computer software provided to you by COM Software Limited as described below, and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively "SOFTWARE PRODUCTS"). COM Software Limited does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which COM Software Limited needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with COM Software Limited, and to your understanding of, compliance with and consent to the following terms and conditions, which COM Software Limited does not have authority to vary, alter or amend.

1. DEFINITIONS.

"Client Software" means software that allows a Device to access or utilize the services or functionality provided by the Server Software. "Device" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device. "Server Software" means software that provides services or functionality on a computer acting as a server. "Redistribution Software" means the software described in Paragraph 4 ("Use of Redistribution Software") below.

2. OWNERSHIP OF SOFTWARE PRODUCTS. The SOFTWARE PRODUCTS

are licensed to COM Software Limited from an affiliate of the Microsoft Corporation ("Microsoft"). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE.

You may use the Client Software installed on your Devices by COM Software Limited only in accordance with the instructions, and only in connection with the services, provided to you by COM Software Limited.

4. USE OF REDISTRIBUTION SOFTWARE.

In connection with the services provided to you by COM Software Limited, you may have access to certain "sample," "redistributable" and/or software development ("SDK") software code and tools (individually and collectively "Redistribution Software"). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS ("SPUR") APPLICABLE TO COM Software Limited, WHICH TERMS MUST BE PROVIDED TO YOU BY COM Software Limited. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by COM Software Limited.

5. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by COM Software Limited; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with COM Software Limited, upon notice from COM Software Limited or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.

6. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only

to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7. NO RENTAL.

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

8. TERMINATION.

Without prejudice to any other rights, COM Software Limited may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.

ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY COM Software Limited AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT.

Any product support for the SOFTWARE PRODUCTS is provided to you by COM Software Limited and is not provided by Microsoft or its affiliates or subsidiaries.

11. NOT FAULT TOLERANT.

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS.

The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/. LIABILITY FOR BREACH. In addition to any liability you may have to COM Software Limited, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

MISSION SOFTWARE END USER LICENCE AGREEMENT & TERMS AND CONDITIONS

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Mission Software Limited (“Mission”) for the software that accompanies this EULA, which includes associated media. An amendment or addendum to this EULA may accompany the Software.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY LOGGING ON, INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, LOGON, COPY, OR USE THE SOFTWARE; YOU MAY NOTIFY MISSION SOFTWARE FOR A FULL REFUND, IF APPLICABLE.

DEFINITIONS

1.1 In this document unless the context otherwise requires:

"Agreement"	means the agreement between the Company and the Licensee to which these terms and conditions are annexed;

"Authorised Users" means the number of users specified in the Schedule;

"Commencement Date" means the date so specified in the Schedule;

"Company" means COM Software Ltd, a company registered in England under number 09263275 whose registered office is at 86-90 Paul Street, London, EC2A 4NE;

"Delivery Date" means the date of delivery of the Software Materials to the Licensee;

"Designated Equipment" means the machine identified by type and identity number in the Schedule but subject to a restriction that the number of permitted users at any time shall not exceed the Authorised Users;

"Initial Period" means the initial period of this Agreement as specified in the Schedule;

"Intellectual Property Infringement" has the meaning given to it in clause 15.1;

"Licence Fee" means the fee for the Licence set out in the Schedule;

"Licence" means the licence granted by the Company to the Licensee under clause 2.1;

"Licensee Administrator" means an employee of the Licensee trained in the use of the Software to administrator level and approved in writing by the Company (such approval not to be unreasonably withheld);

"Licensee" means the person, firm, company or other organisation named as such in the Agreement to whom the Company licences the Software Materials pursuant to these terms and conditions;

"Maintenance of and Support" means (a) error correction in the running of the Software (b) the supply Maintenance Releases together with associated updates of the Software Documentation and (c) technical support by telephone or fax to be provided between the hours of 9.00 am and 5.00 p.m. Monday to Friday UK time but excluding public holidays;

"Maintenance Charges" means the charges so specified in the Schedule;

"Maintenance Release" means a new release of the Software but not a new version;

"Renewal Term" has the meaning given to it in clause 10.1;

"Schedule" means the schedule to the Agreement to which these terms and conditions are annexed;

"Site"	means the address for delivery of the Software Materials specified by the Licensee as set out in the Schedule;
"Software relating Documentation"	means the instruction manuals, user guides and other information to the Software;
"Software Materials"	means the Software, the Web based Software & Components, Functions, Modules, Views, Compiled and uncompiled components and the Software Documentation;
"Software Specification"	means the technical specifications from time to time published by the Company in respect of the Software;
"Software"	means the software program specified in the Schedule in object code form;
"Trial Period"	means the period set out in clause 4.2 during which the Licensee can use the Software;
"Use"	means the copying or transmission of the Software into the Designated Equipment for the processing of the instructions contained in the Software.

GRANT OF LICENCE

The Company in consideration of the payment by the Licensee of the Licence Fee grants to the Licensee a non-exclusive licence to Use the Software upon their Designated Equipment and to possess and refer to the Software Documentation subject to these terms and conditions.
You may:

2.1 Allow the licenced users to access the system using the web address, usernames and passwords supplied by Mission Software and within your purchased agreement.

2.2 **Alternative Rights for Storage/Network Use**. As an alternative to Section 2.1, the software can be used on a client's Intranet system if that is the selected method of operation.

2.3 **License Grant for Remote Desktop.** You may use remote access technologies, such as the Remote Desktop features in Microsoft Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.

2.4 **License Grant for Remote Assistance.** You may not permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services. The number of permitted users (being those persons having access to the Software at any time) shall not exceed the Authorised Users.

2.5 **The Licensee** may Use the Software for its own internal normal business use only. The Software Materials are not licensed for use in a computer service bureau or business or in a rental or timesharing arrangement.

2.6 **The License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.

2.7 **Reservation Of Rights And Ownership.** Mission reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Mission or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of Mission.

2.8 **Limitations On Reverse Engineering, Decompilation, And Disassembly**. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.9 **No Rental/Commercial Hosting**. You may not rent, lease, lend or provide commercial hosting services with the Software.

2.10 **Consent To Use Of Data.** You agree that Mission and its affiliates may collect and use

technical information gathered as part of the product support services provided to you, if any, related to the Software. Mission may use this information solely to improve our products or to provide customised services or technologies to you and will not disclose this information in a form that personally identifies you.

2.11 **Links To Third Party Sites**. Mission is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Mission is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Mission of the third-party site or service.

2.12 **Additional Software/Services**. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Mission may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. Mission reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.

2.13 **Not For Resale Software**. Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

2.14 **Separation Of Components**. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

LICENCE FEE

3.1 The Licensee will pay the Licence Fee to the Company on or before the installation of the software or the signing of the Agreement, in either instance within 7 [seven] days of the installation of the software.

3.2 If the Licence Fee is not paid within [seven] days of the installation of the software or the signing of the Agreement then, without prejudice to any other right or remedy, the Company may by notice to the Licensee suspend the Licence until such time as payment is made.

DELIVERY AND INSTALLATION

4.1 The Company will deliver one copy of each of the Software and the Software Documentation to the web based Site.

4.2 The Licensee will test the Software on the Designated Equipment and will be entitled for a period of 30 days from the Delivery Date to Use the Software not for the purpose of its trade or business but solely for the purpose of assessing whether the same meet its requirements.

4.3 If during the Trial Period the Licensee decides that the Software Materials do not meet their requirements then the Licensee shall be entitled by [seven] days notice to the

Company to terminate the Licence. Upon such termination the Company will delete the installed test system.

4.4 If the Licensee does not terminate the Licence by notice pursuant to clause 4.3 or if during the Trial Period it shall Use the Software for the purposes of its trade or business then (in either case) the Licensee will be deemed to have accepted the Software Materials upon these terms and conditions.

CONFIDENTIALITY

5.1 The Software Systems contain confidential information of the Company and all copyright, trademarks and other intellectual property rights in the Software Materials are and shall remain the exclusive property of the Company.

5.2 The Licensee shall not:

5.2.1 except as previously stated or as provided in clause 6 make any copy of the Software Materials;

5.2.2 reverse compile, copy or adapt the whole or any part of the Software Materials for the purposes of correcting errors in the Software Materials;

5.2.3 except solely for the purposes expressly permitted by and in accordance with Section 296A(l) or Section 50C(2) Copyright Design and Patents Act 1988 copy, adapt or reverse compile the whole or any part of the Software Materials;

5.2.4 assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software Materials or use the Software Materials on behalf of any third party or make available the same to any third party;

5.2.5 remove or alter any copyright or other proprietary notice on any of the Software Materials.

5.3 The Licensee shall:

5.3.1 keep confidential the Software Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the Use of the Software;

5.3.2 reproduce on any copy (whether in machine readable or human readable form) of the Software Materials the Company's copyright and trademark notices;

5.3.3 notify the Company immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software Materials by any third party;

5.3.5 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company in the Software Materials.

5.4 The Licensee shall inform all relevant employees, agents and sub-contractors that the Software Materials constitute confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 5.

COPYING OF THE LICENSED PROGRAM MATERIALS

6.1 The Licensee may purchase an ESCROW to provide additional business continuity options.

6.2 The Licensee shall not copy in whole or in part the Software Documentation.

7. USE ON NON-DESIGNATED EQUIPMENT AND RELOCATION OF THE LICENSED PROGRAM MATERIALS

7.1 The Licensee shall not transfer the Software from the Designated Equipment without the prior written consent of the Company. As a condition of granting such consent the Company may make a reasonable charge.

7.2 The Licensee shall not permanently relocate the Software Materials from the Site without the prior written consent of the Company, which will not be unreasonably withheld.

WARRANTY

8.1 Subject to the exceptions set out in clause 8.4 and the limitations upon its liability in clause 14 the Company warrants that:

8.1.1 its title to any property in the Software Materials is free and unencumbered and that it has the right, power and authority to license the same upon these terms and conditions;

8.1.2 the media upon which the Software Materials are stored will for a period of 90 days from the Delivery Date be free from defects in materials, design and workmanship;

8.1.3 the Software will for a period of 90 days from the Delivery Date conform to any specific Software Specification.

8.2 The Licensee shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty.

8.3 Subject to clause 8.4 the Company will use its reasonable endeavours to remedy any breach of the warranties set out in clauses 8.1.2 and 8.1.3 free of charge by diagnosing the fault and using its reasonable endeavours to rectify the fault (remotely or by attendance on Site as determined by the Company), by the issue of fixes in respect of the Software and the making of all necessary consequential amendments (if any) to the Software Documentation.

8.4 The Company shall have no liability to remedy a breach of warranty where the breach arises as a result of:

8.4.1 the improper use, operation or neglect of either the Software Materials or the Designated Equipment; or

8.4.2 the modification of the Software or their merger (in whole or in part) with any other software; or

8.4.3 the use of the Software on equipment other than the Designated Equipment; or

8.4.4 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Company; or

8.4.5 any repair, adjustment, alteration or modification of the Software by any person other than the Company without the Company's prior written consent; or

8.4.6 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the Designated Equipment; or

8.4.7 the use of the Software for a purpose for which they were not designed.

8.4.8 the need for a feature or a missing feature, process or method that was not part of the initial software version supplied, known by or requested from the Company.

8.5 Without prejudice to the foregoing the Company does not warrant that the Use of the Software will meet the Licensee's data processing requirements or that the operation of the Software will be uninterrupted or error free.

8.6 Subject to the foregoing all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Software Materials are hereby excluded to the fullest extent permitted by law.

MAINTENANCE, UPGRADES AND SUPPORT

9.1 The Licensee shall [if required and with effect from the Commencement Date/upon the signing of this Agreement] pay the Company the Maintenance Charges in respect of the provision of Maintenance and Support for the Initial Period and shall prior to the commencement of each Renewal Term pay the Company the charges relating to that Renewal Term.

9.2 The Company is entitled to charge reasonable travelling, accommodation and out of pocket expenses for any visits to the Site in order to provide Maintenance and Support.

9.3 The Company shall not less than three months prior to the commencement of each Renewal Term notify the Licensee of the options and fees payable in respect of the Maintenance and Support for an additional Renewal Term.

9.4 The Company is not obliged to offer continuous upgrades or to add further features and enhancements.

TERM

10.1 This Agreement shall run from the Commencement Date for an Initial Period of 12 [twelve] months. Thereafter for consecutive periods of one year (each such period being referred to herein as a "Renewal Term") until this Agreement is terminated either pursuant to clause 17 or by not less than two months' written notice given by the Licensee.

10.2 Should any ancillary, related or dependant software become unsupported, obsolete or be withdrawn from commercial sale, this agreement and liability shall terminate within 30 days and the User must terminate its use of the software.

10.3 There is no time limit on the use of this Software. The conditions of use within this document will apply continuously while the software is in use and until a termination of use takes place as described in this document. You accept that the Company will automatically lapse all upgrade, support and warranty obligations after 36 months but you will continue to be bound by all licence conditions while the software is being used.

LICENSEE'S RESPONSIBILITIES

11.1 The Licensee shall ensure that it has not less than one and unless otherwise agreed in writing by the Company not more than [2] Licensee Administrators and that its other personnel who use the Software receive adequate training as advised by the Company from time to time.

11.2 Where any Maintenance and Support is to be provided at the Licensee's premises the Licensee shall provide the Company's personnel with adequate facilities and a safe place of work and comply with all prevailing employee legislation.

11.3 The Licensee shall maintain a log of all faults and errors, possibly using the Company helpdesk system, that may arise in its use of the Software and make this log available to the Company whenever a request for Maintenance and Support is made.

11.4 The Licensee shall operate the Software in accordance with the Company's recommendations and shall purchase any other manufacturers licences required for the legal operation of the software. Where the number of simultaneous users exceeds the licensed number of users, the Licensee agrees to an additional licence fee per user per annum. This additional licence fee is payable at the beginning of the licence term.

11.5 The Licensee shall accept and operate the latest Maintenance Release of the Software wherever possible. The Company shall not be obliged to correct errors, which would not have occurred if the Licensee had been operating the latest Maintenance Release.

11.6 Requests for Maintenance and Support may only be made by a Licensee Administrator. A request for Maintenance and Support in respect of error correction may be made by telephone or web helpdesk and must be accompanied by details of the error message displayed by the Software and the circumstances giving rise to such error. The Licensee

shall provide such further information relating to the error as the Company shall reasonably require.

12. PROVISION OF MAINTENANCE SERVICES

12.1 The Company shall respond to a request for Maintenance and Support in accordance with the following scale:

Severity 1 if a fault arises in the running of the Software rendering the Software or a major function of the Software unusable the Company shall respond within [one] working hour and if possible fix the fault within [eight] working hours.

Severity 2 If a fault arises in the running of the Software affecting the use or reducing the functionality of the Software but falling short of Severity 1 the Company shall respond within [four] working hours and if possible fix the fault within [twenty-four] working hours.

Severity 3 if a fault arises in the running of the Software giving rise to a minor problem which the Licensee can work around the Company shall respond within [eight] working hours and if possible fix the fault within [twenty-one] working days.

12.2 The Company may supply Maintenance Releases to the Licensee from time to time and the Licensee shall install and use such Maintenance Releases.

12.3 The Company is not obliged under this Agreement to provide Maintenance and Support in respect of errors caused either directly or indirectly as a result of:

12.3.1 Accident, negligence or abuse by the Licensee or any third party;

12.3.2 failure of the Designated Equipment for any reason whatsoever;

12.3.3 causes external to the Designated Equipment such as electric power fluctuations or failure;

12.3.4 insufficient resources in the Designated Equipment to run the Software satisfactorily.

LIMITATION OF LIABILITY

13.1 The following provisions prevail over all other clauses in these terms and conditions.

13.2 The Company does not exclude or limit its liability to the Licensee for death or personal injury caused by its negligence.

13.3 Except as otherwise stated in this Agreement, the Company's entire liability to the Licensee and the Licensee's sole remedy for any cause whatsoever, regardless of the form of the action, whether in contract or tort (including negligence) shall be limited to 25% of the cost of the initial licence fee.

13.4 The Company will not be liable to the Licensee for loss arising from or in connection with any representation, agreement, statement or undertaking made before the parties entered into the contract on these terms and conditions other than those representations, agreements, statements or undertakings confirmed by duly authorised representatives of the Company in writing and expressly incorporated or referred to in the Agreement. Nothing in these terms and conditions shall limit the Company's liability for fraudulent misrepresentation.

13.5 The Licensee warrants that the Software complies with the specification statements as set out by Mission both 30 days before and 30 days after the Licence Commencement date.

13.6 The Company has used reasonable endeavours to ensure that the Software is Year 2000 compliant (as defined in the British Standards Institution "Definition of Year 2000 Conformity Requirements"). However, the Company cannot accept any liability in contract, tort or otherwise in relation to any damages, losses, costs or expenses which arise through any difficulties caused over date changes and in particular, but without limitation, which arise through use of the Software other than on the Designated Equipment or use with other software or with the Licensee's data.

13.7 The Company shall not in any event be liable to the Licensee in contract, tort or otherwise for any loss of data, profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or the Company was aware of the possibility of that loss or damage arising.

13.8 The owner will warrant that the software supplied is free of virus infection, this being different to a warranty that the software is bug free.

13.9 The parties agree that the provisions of this clause are fair and reasonable having regard to all the circumstances, including but not limited to the unavailability of insurance cover on commercially acceptable terms in general and in respect of historic Year 2000 Compliance risks.

INTELLECTUAL PROPERTY RIGHTS INDEMNITY

14.1 The Company shall indemnify and hold harmless the Licensee against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or Use of the Software Materials by the Licensee infringes the patent, copyright, registered design or trade mark rights of the said third party (an "Intellectual Property Infringement"), provided that the Licensee:

14.1.1 gives notice to the Company of any Intellectual Property Infringement immediately upon becoming aware of it;

14.1.2 gives the Company the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise

the claim or action except upon the express written instructions of the Company;

14.1.3 acts in accordance with the reasonable instructions of the Company and gives to the Company such assistance as it reasonably requires in respect of the conduct of the defence.

14.2 The Company shall reimburse the Licensee its reasonable costs incurred in complying with the provisions of clause 14.1.

14.3 The Company will have no liability to the Licensee in respect of an Intellectual Property Infringement if it results from any breach of the Licensee's obligations under these terms and conditions.

14.4 In the event of an Intellectual Property Infringement, the Company will be entitled at its own expense and option either to:

14.4.1 procure the right for the Licensee to continue using the Software Materials; or
14.4.2 make such alteration, modification or adjustment to the Software Materials so that they become non-infringing without incurring a material diminution in performance or function; or
14.4.3 replace the Software Materials with non-infringing substitutes provided that the substitutes do not entail a material diminution in performance or function.

TERMINATION

15.1 The Licence will continue until terminated in accordance with clause 15.2.

15.2 The Licence may be terminated:

15.2.1 by the Licensee upon giving not less than 30 days notice in writing to the Company;

15.2.2 forthwith by the Company if the Licensee fails to pay any monies due under these terms and conditions within 30 days of the due date;

15.2.3 forthwith by either party if the other commits any material breach of any of these terms and conditions (other then one falling within clause 15.2.2) and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy it;

15.2.4 forthwith by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 113 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an

administration order (otherwise than for the purposes of an amalgamation or reconstruction).

15.3 Any termination of the Licence will be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and will not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

15.4 Within 10 days of the termination of the Licence (irrespective of the reason for termination), the Licensee shall at the Company's sole option either return all copies of the Software Materials in its possession or control or destroy all copies of the Software Materials in its possession or control.

FORCE MAJEURE

16.1 Neither party will be liable for any breach of its obligations under these terms and conditions resulting from causes beyond its reasonable control (an "Event of Force Majeure").

16.2 Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16.3 If a default due to an Event of Force Majeure continues for more than 4 weeks, then the party not in default will be entitled to terminate the Licence. Neither party will have any liability to the other in respect of the termination of the Licence as a result of an Event of Force Majeure.

WAIVER

17.1 The waiver by either party of a breach or default of any of these terms and conditions by the other party will not be construed as a waiver of any succeeding breach of the same or any other provision nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

NOTICES

18.1 Any notice, request, instruction or other document to be given under these terms and conditions shall be in writing and shall be delivered by first class post or by hand to the address of the other party shown in the Agreement (or to such other address for service of notices etc. as may have been notified by that other party in accordance with this clause) and any such notice or other document will be deemed to have been served (if delivered) at the time of delivery and (if sent by post) upon the expiration of 48 hours after posting.

INVALIDITY, SEVERABILITY AND WHOLE AGREEMENT

19.1 If any provision of these terms and conditions is found by any court or administrative

body to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of these terms and conditions and all provisions not affected by such invalidity or unenforceability will remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

19.2 The Agreement and these terms and conditions constitute the whole agreement and understanding of the parties as to their subject matter and there are no terms, conditions, warranties or obligations whether oral or written, express or implied, whether by statute or common law, other than those contained in or referred to in these terms and conditions.

ASSIGNMENT AND SUB LICENSING

20.1 The Licensee shall not be entitled to assign or otherwise transfer these terms and conditions nor any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Software Materials without the prior written consent of the Company.

VAT

21.1 All amounts payable under the Agreement are exclusive of Value Added Tax (if applicable) which shall be paid at the rate and in the manner for the time being prescribed by law.

LAW

22.1 The Agreement will be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

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