

**BUSINESS TERMS AND CONDITIONS****DEFINITIONS**

In these terms and conditions the following expressions have the following meanings:-

**'Product'**

means the product, or products, specified on the Order Form and includes any supporting documentation supplied by PSI 2000 to the Client

**'Service'**

means the service, or services, specified on the Order Form and includes any supporting documentation supplied by PSI 2000 to the Client

**'Proposal'**

means the offer or proposal put forward by PSI 2000 and accepted by the Client (as amended from time to time).

**'Software'**

means the computer program or programs specified on the product order form.

**'User'**

means employees, service partners and sub-contractors that are to have access to and use of product.

**The Equipment**

means the computer or computers described on the Order Particulars and situated at the location and locations specified on the order particulars.

**1. THESE TERMS AND CONDITIONS**

These terms and conditions are PSI 2000's general terms of business and may not be varied except in writing. The Order Particulars may be updated by the Client in writing from time to time, subject to availability and payment of any additional fee or charge.

**2. LICENCE**

PSI 2000 hereby grants to the Client a non-exclusive non-transferable licence (terminable in the circumstances set out herein) to use the Software on the systems at the locations and by the maximum number of concurrent users specified in the Order Particulars.

**3. SERVICES**

PSI 2000 shall provide the services set out in the Order Particulars as consultants to the client at the at PSI 2000 office or locations specified in the Order Particulars or such places as may be necessary.

**4. CONFIDENTIALITY**

Neither party shall either during or after termination of this Agreement disclose either directly or indirectly to any third party or use any confidential or secret information relating to the other party except as agreed with the other party or required by law or which has come into the public domain through no fault of either party.

**5. DELIVERY**

(a) Products and Services shall be delivered in accordance with the Order Form. Dates for delivery are estimates only. (b) Risk in all physical property shall pass to the Client upon delivery.

**6. PAYMENT**

(a) The Product licence fee and the Service fee shall be as set out on the Licence and Service Agreement Order Form and shall be payable within 14 days of order.  
 (b) If fees are quoted at a daily rate the normal working day will be seven hours and extra hours and part days will be charged at a portion of the daily rate.  
 (c) Any additional services (including additional travelling time) not included in the Order particulars that PSI 2000 is requested to render will be subject to an additional charge.  
 (d) All amounts are subject to value added tax. PSI 2000 reserves the right to charge interest on any overdue amounts at 2% above the NatWest Bank base rate applicable at the time.

**7. CLIENT'S OBLIGATIONS**

(a) The Client shall operate the Software only in accordance with instructions. The Client will not tamper with or make any alterations to the Software.  
 (b) The Client shall not make more copies of the Software than is specified in the Order Particulars (excluding copies made as part of a proper back-up procedure).  
 (c) The Client shall not make telecommunication transmittal of the Product.  
 (d) The Client shall not distribute, rent, sub-licence or lease the Product, including translating, decompiling, disassembling, or creating directive works.  
 (e) The Client shall not reverse-engineer any part of this software, or produce any directive work.  
 (f) The Software shall be used only for the data processing of the Client named in the Order Particulars and shall not be used to provide a data processing service to any other party whether by way of trade or otherwise.  
 (g) The Client may not transfer the Software permanently to another location or to other equipment without the consent in writing of PSI 2000.  
 (h) All surveys, forecasts and recommendations made by PSI 2000 as part of the delivery of the Service are made in good faith on the basis of information supplied to PSI 2000 by the client. The successful implementation of the Service depends on the effective co-operation of the Client and its staff.

**8. PSI 2000 'S OBLIGATIONS**

(a) PSI 2000 will deliver one copy of the Software and one copy of the user manual on signature of the Order Form.  
 (b) PSI 2000 will render the Services within a reasonable time but time shall not be of essence in relation to the provision of the Services.

(c) PSI 2000 shall be under no obligation to attend the Client's premises unless specifically agreed or as may be required to deliver the Service.

**9. EXPENSES**

While the Service fee includes time spent in the provision to the Client of The services, it does not include PSI 2000's expenses.

(a) The Client will reimburse PSI 2000 all direct expenses incurred in providing any services hereunder including travel and subsistence (car travel charged at 40p per mile or first class rail travel), accommodation and office costs (such as photocopying or production of handouts for training).

(b) Expenses will be subject to value added tax where applicable. Expenses may be invoiced separately, payable on 14 days' terms.

(c) As far as reasonably possible, all expenses will be agreed with the Client in advance

**10. PROPRIETARY RIGHTS**

(a) All copyright and other intellectual property rights in the Product shall be and remain the property of PSI 2000 and the Client shall not assign, license or sub-license such copyright or rights without the written consent of PSI 2000.

(b) The copy right and intellectual property rights of any report, documentation or information on whatever media prepared by PSI 2000 as a part of the provision of the Service or otherwise shall be the property of PSI 2000.

(c) Property in all copies of the Software and other documentation delivered hereunder shall remain with PSI 2000 until all monies due to PSI 2000 hereunder have been paid in full and PSI 2000 shall have the right to repossess all such copies and documentation if it is not paid in accordance with the terms hereof.

**11. LIABILITY**

(a) Although PSI 2000 has tested the Software and reviewed the documentation, PSI 2000 makes no warranty of representation, either expressed or implied, with respect to this Software or documentation, its quality, performance, merchantability or fitness for a particular purpose, in particular no warranty is implied that the Product fits the Client's purpose. As a result, the Product is licensed "as is" and the licensee assumes the entire risk as to its quality and performance.

(b) PSI 2000 shall not be liable for any loss or damage arising from or in connection with the Services or the use of the Software or from the Product (except so far as may not be lawfully excluded), or for any consequential loss, loss of profit or other indirect loss.

(c) PSI 2000's liability shall (so far as permitted by law) be limited to the Product or the Service fee paid.

**12. TERMINATION**

(a) PSI 2000 may terminate this Agreement and the licence hereunder if the Client is the subject of any insolvency proceedings or in breach of its obligations hereunder which breach if capable of remedy is not remedied within 30 days of notice from PSI 2000.

(b) On termination the Client shall cease to use the Software and shall return all copies of it and all documentation relating to the Product to PSI 2000.

(c) Termination of this Agreement shall be without prejudice to PSI 2000's rights hereunder.

**13. FORCE MAJEURE**

(a) Neither party shall be under any liability to the other in respect of anything which apart from this provision may constitute a breach of this Agreement arising by reason of circumstances beyond the reasonable control of the other party.

(b) Upon the occurrence of an event of force majeure pursuant to the clause 13(a) the parties agree to meet as soon as reasonably possible thereafter and to use reasonable endeavours to seek to agree and implement a recovery plan in a timely and cost effective manner.

**14. NOTICES**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the last known business address of PSI 2000 or the Client or by facsimile transmission and shall be deemed to have been received by the addressee within 48 hours of posting or immediately if sent by facsimile transmission to the correct facsimile number with proof of complete transmission.

**15. GENERAL**

(a) This Agreement may not be assigned by the Client.

(b) This Agreement constitutes the entire Agreement between the parties and supersedes any prior agreement between the parties.

(c) Any delay or failure by either party in enforcing any rights under this Agreement shall not be construed as a waiver of its right to rely on such rights in the future.

(d) If any provision of this Agreement is held to be illegal or unenforceable the validity or enforceability the remainder of this Agreement shall not be affected.

(e) This Agreement shall be governed and construed in accordance with English law.

**SUPPORT AND MAINTENANCE TERMS AND CONDITIONS****SECTION A: SUPPORT AND MAINTENANCE SERVICES****A.1 Account Management**

PSI 2000 will assign an Account Manager to the Client's account who will be the Client's point of contact with PSI 2000. The Account Manager will be responsible for ensuring correct and satisfactory delivery of services as specified in the Support and Maintenance Agreement.

**A.2 Technical Support**

Subject to a valid support and maintenance contract in place, technical support is provided by telephone, email or by Remote Access. The support line is available during normal weekday hours of between 09.30 and 17.00. The Client will use this line to initiate contact with PSI 2000 for any issues or problems. The Client will have available information regarding the software and release version as well as detailed information regarding any error messages. PSI 2000 will not provide support for other software applications.

**(i) Telephone Support Line**

A designated trained individual(s) from the Client organisation will have access to PSI 2000's Telephone Support Line. This will offer telephone support to assist the Client in overcoming any difficulties in using PSI 2000's products. Wherever possible the designated individual(s) will be put through to one of PSI 2000's Support Line staff straightaway. However, if the appropriate individual is not immediately available PSI 2000 will guarantee a response within 8 working hours.

**(ii) Email Support**

A member of our support program will have access to our designated technical support e-mail address ([support@psi2000.com](mailto:support@psi2000.com)) and wherever possible an answer will be provided immediately. If the appropriate individual is not available PSI guarantee a response within 4 working hours.

**(iii) Remote Access Support**

Support & Maintenance Service members can benefit from our remote access support service. Our technical staff at your request will establish an online meeting using 'Go To Meeting' software. The software will enable remote link support through the Public Switch Telephone Network (PSTN) and through screen sharing provide real time solutions to problems. The online support service is available during weekdays hours of between 10.30a.m and 16.00p.m with prior arrangement.

**A.3 Service Pack Updates**

(i) The Client is entitled to Service Pack updates that PSI 2000 may develop from time to time and will be the result of detailed market research and client feedback.

(ii) PSI 2000 reserves the right to make a charge if the update is a major product or platform upgrade.

(iii) The registered user of the Software licensed will receive from time to time notifications about Software upgrades including: new versions, service packs, patches and instructions for applying the upgrades that are supplied by PSI 2000 during the period of maintenance cover. PSI 2000 shall support each major version of the Software for the longer period of: a) 24 months after the official release of a next version and b) 36 months after the initial purchase date of the Software version by the Customer.

**A.4 Exclusions**

If a problem is found to be caused by one of the following excluded factors then PSI 2000 may not provide support or it may be offered as a chargeable service agreed with client beforehand. PSI 2000 will inform the client as soon as it is known the problem is due because of the following exclusions:

(i) Products that are not at a supported release level or for which the customer does not have a valid support and maintenance contract

(ii) Issues that are in contrast with the normal functionality of the software

(iii) Problems caused by products installed on client's environment and which are not supported by PSI 2000 software

(iv) Problems reported through third party users not licenced or supported under PSI 2000 Service Providers Service Package.

(v) PSI 2000 has the right to ask users who have not had software trainings before to attend PSI 2000 training prior to use of support help desk.

**SECTION B: FEES AND EXPENSES****B.1 Support and Maintenance Fee**

(i) PSI 2000 shall charge an annual fee for the support and maintenance services based on the number of user licences and the level of Hosting service as per the order particulars. The support and maintenance is subject to an absolute minimum fee of £550 and includes an annual increase in accordance with inflation.

(ii) The annual basis for the calculation of the fee will commence on the date of signature and will be cumulated with support and maintenance fees for any further Products/Projects (pro-rata in respect of any part year).

(iii) Fees will be invoiced annually in advance, payable on 14 days' terms and will be subject to value added tax. PSI 2000 reserves the right to charge interest, at 2% above the NatWest Bank base rate applicable at the time, on any overdue amounts.

(iv) PSI 2000 reserves the right to review the support and maintenance fee annually. PSI 2000 will notify the Client not less than two months in advance of any change.

**B.2 Expenses**

(i) While the support and maintenance fee includes time spent in the provision to the Client of support and maintenance services, it does not include PSI 2000's expenses.

(ii) The Client will reimburse PSI 2000 all direct expenses incurred in providing any services hereunder including travel and subsistence (car travel charged at 40p per mile or first class rail travel), accommodation and office costs (such as photocopying or production of handouts for training).

(iii) Expenses will be subject to value added tax where applicable. Expenses may be invoiced separately, payable on 14 days' terms.

(iv) As far as reasonably possible, all expenses will be agreed with the Client in advance.

**SECTION C: GENERAL****C.1 Copyright**

The copyright and all intellectual property rights in any programme, report, documentation or information on whatever media prepared by PSI 2000 shall be the property of PSI 2000 and is licensed to the Client under PSI 2000's standard terms and conditions of licence. On termination of this Agreement the Client will return or delete all software and documentation to PSI 2000 (except to the extent that it is the subject of a separate licence).

**C.2 Confidentiality**

Neither party shall either during or after termination of this Agreement disclose either directly or indirectly to any third party or use any confidential or secret information relating to the other party except as agreed with the other party or required by law or which has come into the public domain through no fault of that party.

**C.3 Enticement**

Neither party shall either during or within six months after termination of this Agreement either directly or indirectly engage, employ or otherwise solicit for employment any person who was at the relevant time an employee of the other party without the other party's consent.

**C.4 Liability**

(i) Although PSI 2000 will use its best endeavours to provide the service hereunder in a timely and professional manner using qualified software personnel familiar with the Software, No warranty or representation is given in connection with the support and maintenance or the Telephone Support Line service unless expressly stated in writing. PSI 2000 shall not be liable for any loss or damage arising from or in connection with the support and maintenance services (except so far as may not be lawfully excluded), or for any consequential loss, loss of profit or other indirect loss.

(ii) PSI 2000's liability shall (so far as permitted by law) be limited to the support and maintenance fee and other fees paid hereunder.

**C.5 Termination**

(i) Both PSI 2000 and the Client have the right to terminate this Agreement if either party is the subject of any insolvency proceedings or is in breach of its obligations hereunder which breach if capable of remedy is not remedied within 14 days of notice by either party.

(ii) Either party may terminate this Agreement by not less than 30 days' written notice expiring on an anniversary date of this Agreement.

(iii) Termination of this Agreement shall be without prejudice to PSI 2000's rights hereunder.

**C.6 Force Majeure**

(i) Neither party shall be under any liability to the other in respect of anything which apart from this provision may constitute a breach of this Agreement arising by reason of circumstances beyond the reasonable control of the other party.

(ii) Upon the occurrence of an event of force majeure pursuant to the clause C6 (i) the parties agree to meet as soon as reasonably possible thereafter and to use reasonable endeavours to seek to agree and implement a recovery plan in a timely and cost effective manner.

**C.7 Notice**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post

to the last known business address of PSI 2000 or the Client or by facsimile transmission and shall be deemed to have been received by the addressee within 48 hours of posting or immediately if sent by facsimile transmission to the correct facsimile number with proof of complete transmission.

**C.8 General**

(i) This Agreement constitutes the entire Agreement between the parties and supersedes any prior agreement between the parties.

(ii) This Agreement constitutes PSI 2000 standard terms of support and maintenance and may not be varied except by a director of PSI 2000 in writing.

(iii) PSI 2000 shall not be under any obligation to render support and maintenance services hereunder at any time when any amount due to PSI 2000 hereunder is overdue.

(iv) Any delay or failure by either party in enforcing any rights under this Agreement shall not be construed as a waiver of its right to rely on such rights in the future.

(v) If any provision of this Agreement is held to be illegal or unenforceable the validity or enforceability the remainder of this Agreement shall not be affected.

(vi) This Agreement shall be governed and construed in accordance with English law.