Terms & Conditions

SOFTWARE LICENSING, INSTALLATION, SUPPORT AND MAINTENANCE

Folding Space innovates, develops, markets, delivers, deploys, supports and maintains various software solutions and services that address the data, document, file and record *discovery*, *analytics* and *management* needs of its customers. Folding Space is the owner and has a right to license to others its software solutions, services and related documentation ("product"). These **Terms & Conditions** accompany the Folding Space **'Project Quotation'** and **'Service Level Agreement'** with the Customer which signifies the acceptance of these Terms & Conditions by the Customer. Consequently, Folding Space authorises the use of the software solution and services by the Customer as set out in the Terms & Conditions below.

1. INTERPRETATION AND DEFINITIONS

In this document, unless the context otherwise requires:

COMPANY means **Microports.Net Ltd** trading as 'Folding Space' whose registered office is at 5 Technology Park, Colindeep Lane, London, NW9 6BX.

CUSTOMER means the organisation that will purchase and use the software solution and services as signified in the Project Quotation.

CHARGE or COSTS or COST CHARGE means the price to be paid by the Customer for the software and services supplied by the Company as defined in the Project Quotation.

PROJECT QUOTATION or QUOTATION is confirmation of the specific software and services to be provided by the Company to the Customer. This includes the scope of work to be undertaken, the Product to be supplied, the Professional Services to be provided and the Costs to be charged. This may comprise multiple Quotations over the period of engagement with the Customer as new or additional requirements emerge and are mutually agreed.

SERVICE LEVEL AGREEMENT or SLA is the confirmation that the software maintenance and system support provided to the Customer by the Company will be effectively managed and includes response commitments, accountability and operational procedures to ensure continuing fitness for purpose of the software solution and services supplied.

DESIGNATED EQUIPMENT means the combination of Hardware (e.g. Server) and Operating Software (e.g. Microsoft Windows) and DBMS (e.g. Microsoft SQL, MySQL) wherein which the Folding Space software solution will be installed by the Company. Designated Equipment may derive from various options such as the following or any similar or alternative provision approved by the Company.

ON-PREMISE is where the software solution is installed onto Designated Equipment being provided by the Customer and hosted within the Customers in-house IT environment.

CO-LOCATION is where the software solution is installed onto Designated Equipment being provided by the Company but hosted within the Customers in-house IT environment.

MANAGED HOSTING SERVICE or **SOFTWARE AS A SERVICE (SAAS)** is where the software solution is installed, managed and maintained on behalf of the Customer using a hosted IT environment provided by the Company and made securely available for online access and use by the Customer.

COMMENCEMENT DATE is the date of the authorisation from the Customer to the Company to initiate supply of the agreed software solution with that authorisation contained in a Customer Purchase Order or confirmation in writing by email or letter.

DURATION means the period of time during which the software solution can be used by the Customer; effectively, from commencement until termination.

RENEWAL ANNIVERSARY means the date calculated for Annual Renewal being every 12 (twelve) months from commencement.

SOFTWARE SOLUTION or SOFTWARE means the assembly of software components, program code, data and operations including all associated materials and media owned, installed and maintained by the Company and licensed for use by the Customer as defined in the Project Quotation.

INTELLECTUAL PROPERTY RIGHTS or IPR means copyrights, patents, trade and service marks, registered designs and applications for any of the Folding Space or Third Party software including source and program code, database, moral rights, know-how, confidential information, trade or business names and any other similar protected rights.

INSTALLATION means the implementation of the software solution onto the Designated Equipment by the Company to enable access and usage of the software solution by the Customer.

THIRD PARTY SOFTWARE means any proprietary or open source software not being owned by the Company that is supplied under license to the Customer by the Company in connection with the delivery of the Folding Space software solution and any software supplied by the Customer but operating on the Designated Equipment.

PROFESSIONAL SERVICES means all Company resource, time, materials and expertise to provide all necessary software development, customisation, tailoring, set-up and configuration as well as full system assembly, installation, testing & handover plus Consultancy, Training & Project Management.

2. GRANT OF SOFTWARE LICENSE

2.1. The Company grants to the Customer a non-exclusive annually renewable license to enable the Customer to use the Software upon the Designated Equipment subject to the Terms & Conditions herein.

2.2. Any cost charges for the provision and subsequent renewal of the Software Licenses, System Support and Software Maintenance must be fully satisfied by the Customer within the timeframe cited in the Project Quotation and herein stated under section 7.

2.3. Any cost charges for the provision of Co-Location or Managed Hosting services must also be fully satisfied by the Customer within the timeframe cited in the Project Quotation and herein stated under section 7.

2.4. The Software may not be used for the operation of any timesharing bureau or similar activity for the benefit of third parties; nor be the subject of any patent or patent application or any other form of application or registration for intellectual property protection.

3. OWNERSHIP AND IPR

3.1. The Software is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. All Intellectual Property Rights in or relating to the Software are and shall remain the property of the Company.

3.2. Neither the Customer nor any of their subsidiary or associated companies nor any Third Party retained or sponsored by the Customer may copy, reverse engineer, decompile, disassemble or seek to duplicate the Software, except and only to the extent that such activity is expressly permitted by applicable law.

3.3. If the Customer seeks to undertake any activity described in clause 3.2 in exercise of claimed or perceived legal rights, then the Customer must first give the Company ninety (90) days' notice in writing of their intention to undertake such action.

4. ORDER ACCEPTANCE

4.1. All orders placed with the Company by the Customer for the Software Solution shall constitute an offer to the Company under these Terms & Conditions subject to availability of the Software Solution and to acceptance of the order by the Company.

4.2. A Customer Order to the Company means the issuing by the Customer of a Purchase Order or confirmation in writing (by email or letter) that the Company is authorised to initiate supply of the agreed software solution.

4.3. All Customer Orders are accepted and the Software Solution supplied subject to these express Terms & Conditions only. No amendment to these Terms & Conditions will be valid unless expressly confirmed in writing by the Company to the Customer.

4.4. Unless otherwise agreed in writing with the Customer, it is agreed that these Terms & Conditions prevail over any Customer Terms & Conditions of purchase.

5. COMMENCEMENT, DURATION AND ANNIVERSARY

5.1. This Agreement shall commence on the date signified within the Customer Order as per clause 4.2 preceding and shall continue thereafter until terminated by either party as per section 18 herein.

5.2. The anniversary of the Annual Renewal Cost Charges is every 12 (twelve) months from the commencement date cited in clause 5.1 above.

6. COST CHARGES

6.1. The cost charges to be paid to the Company by the Customer for the Software Solution, including Master Software License Fees and Professional Services Charges plus Annual Renewals for the Software Licenses, System Support & Software Maintenance is agreed in writing between the Customer and the Company as confirmed in the Project Quotation. Alternatively, the cost charges, in whole or in part, may be expressed in terms of an amortised charge or spread payment or similar over time but again, as agreed in writing between the Customer and the Company as confirmed in the Project Quotation.

6.2. The cost charges to be paid to the Company by the Customer for provision of any Co-Location hardware and software and/or the provision of a Managed Hosting Service is agreed in writing between the Customer and the Company as confirmed in the Project Quotation. Alternatively the cost charges, in whole or in part, may be expressed in terms of an amortised charge or spread payment or similar over time but again, as agreed in writing between the Customer and the Company as confirmed in the Project Quotation.

6.3. All cost charges are exclusive of VAT and any similar taxes. All such taxes are payable by the Customer and will be applied by the Company in accordance with UK legislation in force at the tax point date.

6.4. Unless otherwise agreed in writing with the Customer, the Company reserves the right to change its standard rate of cost charges from time to time and will inform the Customer in writing at least 30 days prior to any change.

7. INVOICING AND PAYMENT

7.1. Invoicing by the Company and subsequent Payment by the Customer for the Software Solution, including Master Software License Fees and Professional Services Charges plus Annual Licenses Renewal, System Support & Software Maintenance charges and in regard to any charges for Co-Location and Managed Hosting Service shall be made by means agreed in writing between the Customer and the Company as confirmed in the Project Quotation.

7.2. Unless otherwise agreed by the Company, payment of a Company Invoice by the Customer is thirty (30) days from the date of the invoice.

7.3. Unless otherwise agreed by the Company, the standard policy for Invoicing and Payment of the Master Software License Fees and Professional Services Charges is a division into three invoices and payments; namely, 50% of the total charge upon project commencement (defined as the receipt of the Customer Order as per clause 4.2) followed by 35% of the total charge upon completion of project development and then 15% of the total charge upon installation. Thereafter, for Annual Licenses Renewal, System Support & Software Maintenance charges, Invoicing and Payment is three months prior to the renewal anniversary date which is defined in section 5 preceding.

7.4. Alternatively to clause 7.3 above, the cost charges, in whole or in part, may be expressed in terms of an amortised charge or spread payment or similar over time which will be incorporated into Invoicing and Payment as appropriate and as agreed in writing between the Customer and the Company as confirmed in the Project Quotation.

7.5. Unless otherwise agreed by the Company, the standard policy for Invoicing and Payment by the Customer for cost charges regarding the provision of any Co-Location hardware and software is prior to the installation of the relevant hardware and software within the Customers in-house IT environment.

7.6. Invoicing and Payment by the Customer for cost charges regarding the provision of a Managed Hosting Service is agreed in writing between the Customer and the Company as confirmed in the Project Quotation. These cost charges may be expressed in terms of an amortised charge or spread payment or similar over time.

7.7. If any payment to be made hereunder is not received by the due date then, without prejudice to the Company's other rights and remedies and at the discretion of the Company;

7.7.1. the Customer shall suspend all usage of the Software Solution until payment is received;

7.7.2. the Company may at its discretion declare this dereliction as a Termination Event as per section 18 excepting that clause 18.2.3 shall not apply; that is, this clause 7.7 takes precedence over clause 18.2.3.

8. SOFTWARE PROPRIETORY RIGHTS

8.1. No title or ownership of the Software Solution or any Third Party Software licensed or supplied by the Company to the Customer is transferred to the Customer under any circumstances.

8.2. The Customer hereby acknowledges that it is their sole responsibility to comply with any Terms & Conditions of license attaching to any Third Party Software supplied and delivered by the Company or the Customer on the Designated Equipment (Customer provided or Co-Location but not Managed Hosting), including if so required the execution and return of a Third Party Software license, and agrees to do so.

8.3. The Customer is hereby notified that failure to comply with such Terms & Conditions could result in the Customer being refused a software license or having the same revoked by the proprietary owner.

8.4. The Customer further agrees to indemnify the Company in respect of any costs, charges or expenses incurred by the Company at the suit of a Third Party Software owner as a result of any breach by the Customer of such conditions.

9. INSTALLATION

9.1. The Company will install the Software onto the Designated Equipment and ensure that the Software runs within its normal operating parameters and is fit for the purpose as agreed between the Company and the Customer subject to the provisions in Clause 14.1.2 hereafter.

9.2. The Customer acknowledges that the actual running operations of the Software are affected by the hardware specification of the Designated Equipment and the technical constraints of the Customer's infrastructure and network. Similarly, if the Software Solution is being supplied as a Managed Hosting Service then the Customer acknowledges that the actual running operations of the Software are affected by the Customer's internet connectivity and the performance and availability of Internet services and operations.

10. MAINTENANCE AND SUPPORT

10.1. Unless otherwise agreed by both parties, during the first 12 (twelve) months from the date signified in the Customer Order as per clause 4.2 preceding, all necessary maintenance of the Software (program code improvements, program code bugs, installation stability and program integrity) will be carried out by the Company at the Company's expense either remotely or onsite at the Company's discretion.

10.2. Unless otherwise agreed by the Company, for the second 12 (twelve) months from the date signified in the Customer Order as per clause 4.2 preceding, and for every twelve 12 (twelve) months thereafter, the Company will continue to perform all necessary maintenance of the Software as in clause 10.1 above but at the expense of the Customer as signified in the Project Quotation but subject to the provisions set out in clause 7.3 preceding.

10.3. Alternatively as variously cited herein, any charges for system support or software maintenance may be expressed in terms of SAAS ('Software As A Service') and payments amortised as agreed between the Customer and the Company.

10.4. In all cases, system support and software maintenance and any associated charges provided by the Company to the Customer are as per the Project Quotation.

11. CONFIDENTIALITY BETWEEN BOTH PARTIES

11.1 Neither the Company nor the Customer shall use or divulge or communicate to any person (other than those whose province it is to know the same or as permitted or contemplated by this Agreement or with the written authority of the other party or as may be required by law) any confidential information concerning the Software Solution or other party's customers, business, accounts, finance or contractual arrangements or other dealings, transactions, or affairs of the other party and its subsidiaries which may come to the first party's knowledge during the continuance of this agreement.

12 RESERVATION OF RIGHTS

12.1 The Company reserves the right to make modifications or additions to the Software Solution in any way whatsoever as the Company may in its discretion determine. The Customer will be consulted prior to any exercise of such rights.

12.2 The Company may vary these Terms & Conditions or any Part at its discretion and will publish the current version on its website - www.foldingspace.co.uk.

13 LEGAL RELATIONSHIP

13.1 The relationship of the Company with the Customer is that of seller and buyer and nothing in this Agreement shall render the Customer a partner or agent of the Company unless otherwise agreed in writing by the Company.

13.2 The Software and its Licenses are provided on a per Designated Equipment basis and are not transferable by the Customer to any other equipment or to any other party without the written consent of the Company which shall not be unreasonably withheld.

13.3 In the event that the Company consents to a transfer as per clause 13.2 above, the Company reserves the right to levy a cost charge for such to the Customer which shall be agreed in writing by the Customer prior to the event of transfer

14. WARRANTIES

14.1 Subject to the exceptions set out in clause 14.4 following and the limitations upon its liability in section 15 hereafter, the Company warrants that:

14.1.1 Its title to any property in the Software Solution is free and unencumbered and that it has the right, power and authority to license the same upon these Terms;

14.1.2 The Software and Installation will conform to the Project Quotation and that the Software upon installation and for 90 (ninety) days thereafter will be free from defects in materials, design and workmanship.

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

14.3 Subject to clause 14.4 following the Company will use all reasonable endeavours to remedy any breach of the warranties set out in clause 14.1 free of charge by diagnosing the fault and using all reasonable endeavours to rectify the fault (remotely or by attendance onsite as determined by the Company), or of program fixes in respect of the Software and the making of all necessary consequential amendments (if any) to the Installation.

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

14.4.1 The improper use, operation or neglect of either the Software or the Designated Equipment (Customer or Co-Location but not Managed Hosting); or

14.4.2 The modification of the Software or its merger (in whole or in part) with any other software; or

14.4.3 The use of the Software on equipment other than the Designated Equipment (Customer or Co-Location but not Managed Hosting); or

14.4.4 The failure by the Customer to implement recommendations in respect of or solutions to faults previously communicated by e-mail or in written form or via the Folding Space Customer Support Portal to the Customer by the Company; or

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

14.4.6 Any breach by the Customer of any of its obligations under any maintenance agreement in respect of the Designated Equipment (Customer or Co-Location but not Managed Hosting); or

14.4.7 The use of the Software for a purpose for which it was not designed.

14.5 The Company provides all software hereunder on an "as is" and "where is" basis and makes no other express warranties, written or oral, and all other warranties are specifically excluded, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose or non-infringement, and any warranty arising by statute, operation of the law, course of dealing or performance or usage of trade.

14.6 Without prejudice to the foregoing the Company does not warrant that the use of the Software will meet the Customer's data processing requirements or any specific purpose or that the operation of the Software will be uninterrupted or error free.

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

15.   LIMITATION AND EXCLUSION OF LIABILITY

15.1 Neither party excludes or limits its liability for:

15.1.1 Death or personal injury caused by negligence; or

15.1.2 Any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982: or

15.1.3 Fraudulent misrepresentation.

15.2 Subject to the following provisions of this section 15 or to any other express provisions relating to liability contained in these Terms & Conditions the liability of the Company or that of any of its employees, agents, distributors or sub-contractors for any act or default in relation to these Terms & Conditions whether in contract, tort (including negligence), strict liability or otherwise shall be limited for any one event or series of connected events to the price paid by the Customer in Year One for the Master Software Licenses portion as signified in the Project Quotation or in the case of

SAAS ('Software As A Service') provision, to the charge made for three months.

15.3 No liability shall attach to the Company for any loss (or associated expenses) in the nature of:

15.3.1 Loss of profits, loss of revenue, loss of production or loss of use;

15.3.2 Loss of goodwill or reputation;

15.3.3 Third party claims;

15.3.4 Other indirect, special or consequential losses as generally understood under English Law;

15.3.5 Whether foreseeable or otherwise and whether or not the Company had been made aware of the possibility of the same arising.

15.4 The Company will not be liable to the Customer for loss arising from or in connection with any representation, agreement, statement or undertaking made before the parties entered into the Agreement on these Terms other than those representations, agreements, statements or undertakings confirmed by duly authorised representatives of the Company in writing or expressly incorporated or referred to in these Terms & Conditions or the Service Level Agreement or Project Quotation. The Customer expressly represents that it is not relying upon (and therefore shall have no remedy in respect of) any such representation, agreement, statement or undertaking other than as expressly set out or referred to in these Terms. These Terms 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. Nothing in these Terms & Conditions shall limit the Company's liability for fraudulent misrepresentation.

15.5 Advice or assistance provided by the Company, its agents or representatives relating to any aspect of the Software Solution (whether provided before, during or after delivery) including (but not limited to) operational usage or potential applications is given for the Customers sole assessment and decision (if necessary after trial operations by the Customer) having regard to the Customers own particular circumstances. Accordingly such advice or assistance is given without responsibility or liability.

15.6 The Customer accepts that the Software Solution is supplied as a software platform comprising an assembly of complementary software components which is constantly being developed and that the Customer is solely responsible for the way in which the Software is used and for any output resulting from the Customers use of the Software and the consequences of such use in conjunction with any other software or equipment or product. Without prejudice to the foregoing obligation in accordance with best industry practice the Customer shall at each stage verify data, documents, files and records that are input or transferred into and produced from the Software Solution.

15.7 The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Company may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of misuse of the Software Solution by the Customer.

15.8 If any claim is made against the Customer for which indemnification is sought under the preceding clause, the Company shall consult with the Customer and, subject to its reasonable satisfaction, shall co-operate with the Customer in relation to any reasonable request made by the Customer in respect of such a claim.

15.9 The Customer shall indemnify and defend the Company and its employees in respect of any claims by third parties which are occasioned by or arise from any Company performance pursuant to the instructions of the Customer.

15.10 The Company disclaims & excludes all liability to the Customer in connection with these Terms & Conditions including the Customers use of the Software Solution and in no event shall the Company be liable to the Customer for special, indirect or consequential damage arising from use of the Software Solution. All terms of any nature, express or implied, statutory or otherwise, as to correspondence with any particular description or sample, fitness for purpose or merchantability, are hereby excluded.

16. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

16.1 The Company will indemnify and hold harmless the Customer 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 Solution by the infringes the patent, copyright, registered design or trade mark rights of the said third party provided that the Customer:

16.1.1 Gives notice to the Company of any Intellectual Property Infringement immediately upon becoming aware of it; and

16.1.2 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 instructions of the Company; and

16.1.3 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.

16.2 The Company will reimburse the Customer its reasonable costs incurred in complying with the provisions of clause 16.1 above.

16.3 The Company will have no liability to the Customer in respect of an Intellectual Property Infringement if it results from any breach of the Customers obligations under these Terms.

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

16.4.1 Procure the right for the Customer to continue using the Software Solution; or

16.4.2 Make such alteration, modification or adjustment to the Software Solution so that they become non-infringing without incurring a material diminution in function; or

16.4.3 Replace the Software Solution with non-infringing substitutes provided that the substitutes do not entail a material diminution in function.

17. RISK IN THE SOFTWARE INSTALLATION

17.1 Risk in the Software Solution will pass to the Customer following Installation. If subsequently the Software is destroyed, damaged, lost or stolen, the Company will upon request as soon as reasonably practicable replace the Software and reserves the right to levy a charge to the Customer for any replacement and installation.

17.2 The Customer shall take such steps as may be necessary in respect of any matters arising out of or relating to its possession and use of the Software to the extent at least to which the Customer excludes or limits its liability in respect of

the same pursuant to these Terms including where appropriate obtaining insurance cover.

18. TERMINATION

18.1 The License will continue until terminated in accordance with the provisions of clause 18.2 below.

18.2 The License may be terminated:

18.2.1 By the Customer giving notice to the Company within the first 9 (nine) months of any year following the renewal anniversary; that is, within the 9 (nine) months following the Annual Renewal which is every 12 (twelve) months from the commencement as cited in clause 4.2 and section 5 preceding. Termination will then occur in the twelfth month following the Renewal Anniversary;

18.2.2 If a Termination Notice is not sent in writing by recorded delivery or by e-mail by the Customer for receipt by the Company as per clause 18.2.1 above, then payment of the Annual Renewal Cost Charge for the following year is mandatory as per 7.3 preceding;

18.2.3 Subject to clause 7.7, forthwith by either party if the other commits any material breach of any of these Terms and which (in the case of a breach capable of being remedied) shall not have been remedied within 90 days of a written request to remedy it;

18.2.4 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 123 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).

18.3 Any termination of the License will be without prejudice to any other rights or remedies to which a party may be entitled under these Terms 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.

18.4 Unless agreed otherwise by the Company, within 10 (ten) days of the termination of the License (irrespective of the reason for termination), the Customer will (at the Company's sole option) either return all copies of the Software in its possession or control, or destroy all copies of the Software in its possession or control, and a duly authorised officer of the Customer shall certify in writing to the Company that the Customer or has complied with its obligation under this clause.

19. TERMINATION EXIT OR NOVATION

19.1 Upon notice of a termination event, the Company will seek to agree an exit plan with the Customer to ensure the secure and safe export of the Customers data and/or documents from the software solution and co-operate in any migration support into the replacement system or similar nominated by the Customer.

19.2 All relevant cost charges from the Company to the Customer to support the exit and migration are to be invoiced and payment made prior to the exit and migration operations.

19.3 Alternatively but at the sole discretion of the Company which shall not be unreasonably withheld, the Customer may elect to novate the software solution from being a 'live installation' to an 'archive installation' instead whereby access to the software solution and all its contents continues but no further data or documents can be added; effectively, the contents are frozen but still available for search, retrieval and viewing.

19.4 In the case of the above novation option occurring, the Company and Customer will agree a new set of cost charges for software licensing, system support and software maintenance including annual renewal which will be embodied into a new Project Quotation incorporating the relevant Novation Agreement.

20. RESUMPTION

20.1 In the event that a Customer has been responsible for terminating the license as per sections 18 and 19 preceding but later wants to resume the license, the Company may at its discretion consent to a resumption of the license on an agreed date.

20.2 If the Company consents to a resumption of license, the following clauses shall apply unless otherwise agreed by the Company:

20.2.1 Prior to resumption, the Customer must make payment of the Annual Renewal Cost Charge that was relevant prior to the Termination Event excepting only if said payment had already been made as per clause 18.2.2.

20.2.2 Prior to resumption, the Customer must make payment of a Resumption Cost Charge which is calculated as being 4 x multiple (four times multiple) of the Annual Renewal Cost Charge that was relevant prior to the Termination Event;

20.2.3 The Company may also charge for professional services for software re-installation needed for resumption of services and will confirm such cost charges to the Customer prior to the resumption date.

20.3 Upon the resumption date, all sections and their clauses set out in these Terms & Conditions will again apply.

21. FORCE MAJEURE

21.1 No party will be liable for any breach of its obligations under these Terms & Conditions resulting from causes beyond its reasonable control such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies including the passage of laws or regulations or other acts of government that impact the delivery of services (an "Event of Force Majeure").

21.2 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.

21.3 Any Event of Force Majeure will not apply to the payment obligations of the Customer under these Terms & Conditions.

22. WAIVER

22.1 The waiver by either party of a breach or default of any of these Terms 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 under these Terms operate as a waiver of any breach or default by the other party.

23. ENTIRE AGREEMENT

23.1 The Company and the Customer have read and understood this agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof and supercedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.

23.2 The Company and the Customer irrevocably and unconditionally waive the right to claim damages and/or rescind this agreement as a result of misrepresentation, unless such misrepresentation was made fraudulently.

24. NOTICES

24.1 Unless otherwise stated herein, any notice to be served on any of the parties by any other shall be sent by registered post and shall deemed to have been received by the addressee within 48 hours.

25. REMEDIES

25.1 The remedies available to the parties under this agreement shall be without prejudice to any other rights, either at common law or under statute, which either may have against the other.

26. LAW AND DISPUTES

26.1 Each party irrevocably agrees that this Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this agreement.