

## Definitions

Software is any source code, compiled code, script, batch file, form design, template, web element, document, specification or computer file.

The terms we, us, our and so on refer to **telanova limited**.

The terms you, your and so on refer to the other party to the agreement, as defined in the Schedule or quotation.

## General Terms and Conditions

1. We will apply the necessary skill and expertise to the performance of our services. We will provide suitably qualified personnel to carry out the services, in a timely and efficient manner, and to a professional standard, conforming to the standards generally observed in the industry for similar services, and to co-operate with employees and other suppliers. We may substitute personnel at any time.
2. Together with you we will identify and agree in writing all relevant aspects of the project. You will designate one individual who will be responsible for reviewing, in consultation with our nominated representative, all aspects of the project.
3. The products and services we supply are provided at your request and you are responsible for verifying that they are suitable for your needs.
4. You accept that we are constrained by the limitations of equipment and software, and you will co-operate with us to work around the limitations, adapting business processes when this is the most practical option.
5. You will provide all necessary information, support and co-operation. If it is necessary to carry out work for you at your site, you will provide adequate working space and facilities at no charge to us.
6. You authorise our access to your computer systems. We will respect the confidentiality of your data and information. We will apply the same safeguards as we apply to our own confidential data and information.
7. For billing based on time we will maintain an accurate record of our time spent. Work outside business hours, at weekends, and on public holidays may be subject to a premium.
8. Quotations are subject to change prior to the Order Confirmation. Orders are subject to availability. Estimates of cost and time scale are our best estimates but may be subject to fluctuation due to factors that may be difficult or impossible to foresee. We reserve title in any goods we supply until we receive your full payment.
9. You are responsible for making backup copies of your data, testing the backup's integrity and completeness, and storing backups for as long as you require them. Although we can assist you, and take backups ourselves, you accept that no backup is 100% safe, and that we are not liable for your loss of data. You are responsible for assessing your risks and reducing the risks to a level that is acceptable to you.
10. We accept no liability for any consequential loss or damage whatsoever, however caused. We make no representations and give no warranty, guarantee or

undertaking except as expressly set out in this agreement. All other warranties, express or implied, by statute or otherwise, are excluded.

11. Your use of all third party software and hardware is subject to the manufacturer's terms and conditions. If we install software on your behalf you authorise us to accept the manufacturer's licence agreement, terms and conditions on your behalf.
12. You acknowledge the importance of subscribing to support and maintenance before using software and equipment for business purposes.
13. Terms are subject to the variations defined in the Schedule.
14. We review our fees at intervals and will provide you 30 days notice of changes.
15. You should pay our invoices by the due date stated on the invoice. You will incur interest on invoices not paid in full by the due date. This will accrue from the due date at 2% per month, calculated on a daily basis, compounded monthly.

## **Network support**

1. The agreement covers the servers, PCs, printers, and network appliances defined in the schedule or quotation. We will provide the services identified in the schedule or quotation.
2. We will use reasonable endeavours to respond within the Service Level Agreement defined in the Schedule. If our response falls below the Service Level Agreement, we will honour the terms of the guarantee.
3. We will provide itemised activity reports and/or invoices monthly. We will communicate the status of each incident at intervals appropriate to the severity and duration of the incident.
4. You will pay the fee for the support service defined in the schedule, in advance. You will pay the fees for requested additional administration, troubleshooting, maintenance, advice and support at the hourly rates agreed in the schedule, and in accordance with the terms defined in the schedule.
5. You may purchase equipment from us or directly from any supplier. Direct equivalent replacements do not affect the annual fee. Additional equipment may affect the annual fee.
6. You will authorise remote access to your network via modem, ISDN, internet, and/or Virtual Private Network.
7. The support agreement is for a minimum period of 30 days. The agreement continues until either party terminates the agreement, subject to 30 days notice in writing. We will refund any balance due at termination, at month end.

## **Consultancy services**

1. We retain the right to undertake consultancy for other clients for similar, or identical, projects.
2. If we are unable to carry out our obligations under this agreement and such incapacity continues for more than sixty days you are entitled to terminate this agreement forthwith.

## Software we develop for you

1. We grant you a non-exclusive, non-transferable licence to use software that we (or our subcontractors) develop for you. We license you to use the software at your business premises at the delivery addresses. You may transfer your licence to your alternative business premises by giving written instruction. We license you to make copies of the software only for security and backup purposes. You do not have title to the software. We retain copyright and title in the software.
2. It is not possible to produce software known to be error free in all circumstances. It is not practical to test in advance every possible operating combination and environment. For software that we (or our subcontractors) develop for you, we will correct any error notified to us within thirty days of delivery, free of additional charge.
3. You acknowledge the importance of subscribing to a support and maintenance agreement before using software for business purposes.
4. These obligations and liabilities are in place of all implied guarantees and warranties, including merchantability or fitness for purpose.

## Support for software we develop for you

1. We provide support and maintenance during normal working hours of 9:00 to 5:30, Monday to Friday, excluding public holidays. Upon request we will endeavour to provide out-of-hours service at our prevailing extended cover rates.
2. You should notify us of any errors, using standard problem reports, by email, fax or by first class post. Optionally you may telephone us before such formal notification, but we recommend that you reserve this for emergencies and for when prior discussion is appropriate. Both parties will summarise the status of problems monthly, in order to ensure that support activities are prioritised correctly.
3. We will investigate the problem within the response time prescribed in the service level. We will advise you of the best way to proceed. We will endeavour to diagnose faults and recommend corrective action, either by proposing circumvention of the problem or a software update. We will consider the severity of the problem and the feasibility of alternative solutions.
4. We will undertake remote diagnosis and correction. We will investigate problems on-site where we consider this appropriate. We will release software updates via email, internet or physical delivery for you to install. We will install major software releases on site.
5. You are responsible for trial use of updates prior to full-scale installation.
6. Support is for a minimum period of six months. It will remain in force until terminated following either party's 90 days' notice.