1   Services to be provided

1.1   Reconnix Limited Registered Company number 04227715, (Reconnix) agrees to provide the services and any other additional services described in the Order Confirmation Sheet or Proposal to the Client upon the terms and conditions contained in this Agreement.

1.2   The Services supplied are as described in more detail in the Schedule or Proposal .

2   Term

2.1   The Services shall commence on the Effective Date and shall remain in force for the Initial Term and from year to year thereafter, unless and until terminated in accordance with any of the provisions of clause 12 or any other clause of this Agreement.

3   Payment

3.1   The Fee shall be paid as provided on the Order Confirmation Sheet or Proposal or within 30 days of invoice date where not specifically stipulated on the Order Confirmation Sheet or Proposal.

3.2   Any charges payable by the Client under this Agreement in addition to the Fee shall be paid within 30 days of the invoice date shown on Reconnix's invoice.

3.3   The Fee and other charges payable under this Agreement are exclusive of VAT which shall be payable by the Client at the rate and in the same manner for the time being prescribed by the law against submission of a valid tax invoice.

3.4   Reconnix shall have the right to charge interest on overdue invoices at the rate of 8% per year above the base rate of the Bank of England calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgement.

3.5   Reconnix shall be entitled at any time after the Initial Term, to increase the Fee to accord with any change in Reconnix's standard scale of charges by giving to the Client not less than 30 days' written notice. After the Initial term, Reconnix may adjust the Fees no more often than once per twelve (12) month period.

4   Services

4.1   During the continuance of this Agreement Reconnix shall provide the Client with the Services. Reconnix shall perform the Support Services during the Support Hours

4.2   The Client shall report any fault requiring Support Services via an Authorised Contact (as set out in the Order Confirmation Sheet or Proposal, as varied from time to time) either by e-mail to clientname@Reconnix.co.uk, by telephone or through the Reconnix Client Portal to Reconnix, providing a detailed description of any such fault and the circumstances in which it arose and shall submit sufficient material and information to enable Reconnix's support staff to duplicate the problem. Reconnix shall use its reasonable endeavours to respond to all Client reports within the response times set out in the Service Level Agreement in the Schedule.

4.3   When appropriate Reconnix shall endeavour to give an estimate of how long a problem may take to resolve. Reconnix support staff shall use their reasonable endeavours to resolve a problem as soon as reasonably practicable within the Support Hours.

4.4   If requested by the Client and stipulated in the Order Confirmation Sheet or Proposal, Reconnix shall provide the Support Services outside the Support Hours for the additional fee specified in the Order Confirmation Sheet or Proposal.

4.5   As part of the Support Services and where Hosting Services are being provided, Reconnix may replace any hardware or other part of the system or network which Reconnix uses to provide the Hosting Services, provided that such parts are replaced with equipment that has a specification that is at least equivalent to that of the original parts.

5   Excluded responsibilities under the Services

5.1   Reconnix shall be under no obligation to provide Services in respect of problems arising out of (a) tampering, modification, alteration or addition to the hardware or software, which is undertaken maliciously or otherwise by persons outside of the control of Reconnix or its authorised representatives or (b) the Client's programs or hardware or (c) resolution of problems or server 'clean up' arising out of (i) compromise of server attributed to any script or code created or loaded by the Client; or (ii) compromise of server attributed to any user password guessed or cracked and used to access the server. Where such services are required, if Reconnix chooses to provide these services, these services will be charged at the emergency hourly rate in force at the time that the service is provided.

5.2   Except as expressly provided in the Order Confirmation Sheet or Proposal, Reconnix shall not be responsible for any back ups of any data and shall not be responsible, in any event, for the integrity of the data belonging to the Client.

5.3   Reconnix shall, upon request by the Client, provide the Services notwithstanding that a fault results from any of the circumstances described in clause 5.1 above. Any time spent by Reconnix investigating such faults arising through circumstances described in clause 5.1 will be chargeable at Reconnix's then current rates. Reconnix shall invoice such charges at its discretion and such sums shall be paid by the Client within 14 days of the date of said invoice.

5.4   Reconnix shall not be obliged to make modifications as part of the Services in relation to, the Client's computer hardware, operating system software, or third party application software or any data fees or external data.

6   Warranty

6.1   Reconnix warrants to the Client that all Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

6.2   The Client acknowledges that it is the responsibility of the Client to ensure that the facilities and functions of the Services as described in the Order Confirmation Sheet or Proposal meet its requirements.

6.3   Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the satisfactory quality, fitness for purpose or ability to achieve a particular result, of the Services is given or assumed by Reconnix and all such warranties conditions undertakings and terms are excluded to the fullest extent permitted by law.

6.4   Reconnix does not warrant that all errors can and will be corrected. Reconnix shall use its reasonable endeavours to correct errors, so long as the errors are replicable by Reconnix or to provide a patch or to bypass around such error.

6.5   Reconnix's sole obligation under the warranty in clause 6.1 shall be to remedy the defect. Reconnix shall have no obligation or liability under clause 6.1 unless the Client notifies Reconnix of any defect within 1 month of the date on which the Client became aware of or ought reasonably to have become aware of the defect.

7   Liability

7.1   Reconnix shall during the term of this Agreement, maintain employer's liability, third party liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £1,000,000 and with an insurance company of repute. Reconnix shall on request supply to the Client copies of the relevant certificates of insurance or other evidence that such policies remain in force.

7.2   Save in respect of claims for death or personal injury arising from Reconnix's negligence or fraud, in no event will Reconnix be liable whether in tort (including negligence), contract or otherwise for any loss or corruption of data or loss of use, loss of profits, loss of business, loss of anticipated savings, or for any special, indirect or consequential loss, costs, damages or expenses howsoever arising under or in connection with this Agreement.

7.3   Except in the case of personal injury or death arising from Reconnix's negligence or fraud, Reconnix's maximum aggregate liability to the Client under this Agreement or otherwise for any cause whatsoever (whether in the form of additional costs of remedial services or otherwise) will be for direct costs and damages only and will be limited to the Fee paid or payable by the Client in the 12 month period immediately prior to the date of the event, act or omission giving rise to liability, or where the date of the event, act or omission giving rise to liability occurs in the first 12 months of the Agreement, the Fee paid or payable for the Initial Term of the Agreement.

7.4   The Client acknowledges that whilst Reconnix's employees and agents may carry out work for the Client, so far as is lawful, they will not incur any separate or individual responsibility or liability whatsoever for any loss or damage suffered by the Client or any third party howsoever such loss or damage shall have been occasioned. In any event, such persons carrying out work for the Client shall be entitled to the protection of all the limitations, exclusions, qualifications and defences that are available to Reconnix under this Agreement.

7.5   The Client warrants that any material downloaded, uploaded, transmitted or stored using a Reconnix server or contained in or linked to the Client's website hosted by Reconnix will not be illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any applicable rules, regulations, laws or infringe third party intellectual property rights. If the Client is in breach of this warranty, Reconnix reasonably suspects that such a breach has occurred or a third party makes an allegation which, if

substantiated, would mean that such a breach had occurred ("Claim"), Reconnix may, without giving notice to the Client and without liability, suspend availability of the Services. The Client shall indemnify Reconnix against any claims, proceedings, losses, liabilities, damages, charges and expenses (including, without limitation, legal costs and expenses) of whatever nature arising out of or in connection with any Claim made against Reconnix.

7.6 Any computer hardware or other equipment purchased by Reconnix in connection with the provision of the Services shall be purchased by Reconnix as the Client's agent and, accordingly, Reconnix shall have no liability to the Client in respect of such hardware or other equipment, save as expressly set out elsewhere in this Agreement.

7.7 Whilst Reconnix has taken reasonable steps to prevent the introduction of computer viruses, it cannot guarantee that viruses will not enter the Client's systems through, via or as a result of Reconnix's systems or the provision of the Services. Accordingly, Reconnix shall not have any liability whatsoever (whether for breach of contract, negligence or otherwise) for any loss or damage caused by such virus where reasonable steps have been taken by or on behalf of Reconnix to prevent the same.

8   Client's Warranty

8.1 The Client warrants that it has not relied on any oral representation made by Reconnix or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by Reconnix which are only intended to convey a general idea of the products and services mentioned.

8.2 The Client warrants that it shall comply in all material respects with all applicable laws, regulations and mandatory codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licenses, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

9   Client's obligations

9.1 The Client shall:

9.1.1 effect and maintain adequate security measures to safeguard Reconnix's servers from access or use by any unauthorised person and ensure that all passwords are at all times kept confidential and are in accordance with required industry standards, used properly and not disclosed to unauthorised people and if the Client has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other beach of security then the Client shall inform Reconnix immediately;

9.1.2 by arrangement, grant access to its systems at all times to enable Reconnix to carry out the Services;

9.1.3 when required, enable logons or passwords to be available to Reconnix staff (who will have their own logons);

9.1.4 comply with all reasonable instructions of Reconnix with regard to the provision of the Services and the use of any Reconnix server; and

9.1.5 allow Reconnix access to such information as may be required by Reconnix in order to render the Services.

9.1.6 Accept the terms of Reconnix's Acceptable Use Policy published on Reconnix's website and available upon written request.

10   Confidential information

10.1 Each party undertakes to treat as confidential and keep secret the terms of this Agreement and all information contained or embodied in this Agreement and all documentation and/or information conveyed to it as a consequence of this Agreement (collectively referred to as 'the Information') and not disclose or use such Information other than for the purposes of carrying out this Agreement, except to the extent that such disclosure is required by law.

10.2 The receiving party shall not, without the prior written consent of the disclosing party, divulge, any part of the Information to any person except;

10.2.1 the receiving party's own employees and directors and then only to those employees who need to know the same, and

10.2.2 the receiving party's auditors or professional advisers.

10.3 The receiving party undertakes to ensure that persons and bodies mentioned in clause 10.2 are made aware, before the disclosure of any part of the information, that the same is confidential, and that they are subject to obligations of confidentiality no less onerous than those accepted by the receiving party under this Agreement. The receiving party shall indemnify the disclosing party against any loss or damage which the disclosing party may sustain or incur as a result of the receiving party failing to comply with such

undertaking.

10.4 The receiving party shall promptly notify the disclosing party if it becomes aware of any breach of confidence by any person to whom the receiving party divulges all or any part of the Information and shall give the disclosing party all reasonable assistance in connection with any proceedings which the disclosing party may institute against such person for breach of confidence.

10.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

10.6 The restrictions on the receiving party set out at clause 10.1 shall not apply to information which:

10.6.1 the receiving party can prove by documentary evidence produced to the disclosing party within 14 days of disclosure was already in the possession of the receiving party and at its free disposal before such disclosure; or

10.6.2 is subsequently disclosed to the receiving party without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or

10.6.3 enters the public domain through no act or default of the receiving party or its agents or employees.

11   Intellectual Property

11.1 Where the Client has access to third party software ("Software") through Hosting Services provided by Reconnix, the Client has the right to use this Software but only in connection with the receipt of the Hosting Services and provided that the Client agrees to use the Software in accordance with such third party's terms.

11.2 The Client acknowledges and agrees that Reconnix and/or its licensor's own all intellectual property rights in the Software and the Services. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Software, Services or any related documentation.

11.3 Reconnix confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12   Termination

12.1 The Client may terminate this Agreement at the end of the Initial Term or at the end of any auto renewal period thereafter by giving written notice to Reconnix at least 30 days' prior to the Contract expiry date. For avoidance of doubt it is the responsibility of the Client to ensure that written notice has been received by Reconnix and a receipted service such as Post Office Recorded delivery is recommended.

12.2 Reconnix shall have the right to terminate the Agreement either in its entirety or only in relation to the provision of any specific Service at the end of the Initial Term or at any time thereafter subject to giving the Client no less than 30 days' prior written notice.

12.3 Either party may terminate this Agreement forthwith on giving notice in writing to the other if:

12.3.1 the other party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of request in writing so to do, to remedy the breach (such request to contain a warning of intention to terminate); or

12.3.2 the other party ceases, or threatens to cease, to carry on business; becomes insolvent, has an encumbrancer take possession or a receiver appointed over its property or assets; is the subject of a bankruptcy petition or order; makes any voluntary arrangement with its creditors or becomes subject to an administration order (or has an administrator appointed); goes into liquidation' is unable to pay its debts as they fall due or admits inability to pay its debts (or the equivalent of any of these occurs in any other jurisdiction).

12.4 Forthwith upon the termination of this Agreement, any license made between Reconnix and the Client, relating to any Software or other materials subject to the Services under this Agreement in accordance with clause 11, shall terminate immediately.

12.5 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination.

12.6 If Reconnix terminates this Agreement pursuant to clause 12.3, then the Client shall not be entitled to any refund of the Fee or any part thereof that has been paid.

12.7 Reconnix may terminate this Agreement forthwith upon written

notice to the Client where the Fee has not been paid in accordance with the terms of this Agreement.

13   Data Protection

13.1   The parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

13.2   Client Data in this Agreement means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are owned, licensed or provided by or on behalf of the Client which Reconnix has access to in the performance of this Agreement.

13.3   The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

13.4   If Reconnix processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and Reconnix shall be the data processor and in any such case:

13.4.1   the Client shall ensure that the Client is entitled to transfer the relevant personal data to Reconnix so that Reconnix may lawfully process the personal data in accordance with this Agreement on the Client's behalf;

13.4.2   Reconnix shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Client from time to time; and

13.4.3   each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

14   Interpretation

14.1   In this Agreement unless the context otherwise requires:

14.1.1   words importing the singular include the plural and vice versa;

14.1.2   the headings in this Agreement are for convenience only and do not affect its interpretation; and

14.1.3   any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by-law made under that enactment.

14.2   In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

15   Agency, partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

16   Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except in writing signed by a duly authorised officer or representative of each of the parties to this Agreement.

17   Announcements

No party shall issue or make any public announcement or disclose any information regarding this Agreement, unless prior written consent has been obtained from the other party.

18   Assignment

18.1   This Agreement is personal to the parties and subject to clause 18.2 below, neither this Agreement nor any rights, licenses or obligations under it, may be assigned by either party without the prior written approval of the other party.

18.2   Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all, or of substantially all, of such party's equity securities, assets or business relating to the subject matter of this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

19   Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However, the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation, undertaking, promise, assurance or statement that is not expressly set out in this Agreement.

20   Force majerue

Reconnix shall have no liability to the Client under this Agreement or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond its reasonable control including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Reconnix or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration. If such circumstances continue for a continuous period of more than 30 days either party may terminate this Agreement by written notice to the other party.

21   Notices

All notices or other documents to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered post or facsimile to the party concerned at the address set out at the head of this Agreement or such other address as one party may from time to time designate by written notice to the others. Any such notice or other document shall be deemed to have been received by the addressee if delivered by hand, upon delivery; if posted, on the second working day following the date of posting; and if sent by facsimile, when the communication is transmitted to the recipient's fax number and a successful transmission report is generated PROVIDED THAT a copy of the communication is sent by registered post or delivered by hand as soon as practicable thereafter.

22   Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

23   Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

24   Counterparts

With the prior written consent of the Client (such consent not to be unreasonably withheld or delayed) Reconnix may perform any or all of its obligations under this Agreement through agents or sub-contractors, provided that Reconnix shall remain liable for the acts and omissions of such agents or sub-contractors as if they were the acts and omissions of Reconnix.

25   **Set-off**

All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counter-claim against Reconnix in order to justify withholding payment of any such amount in whole or in part.

26   Third Parties

The parties confirm their intent (except as provided in clause 7.5) not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement except as provided in clause 7.5.

27   Proper law and jurisdiction

This Agreement and all matters arising from it shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

28   Non-solicitation of staff

The Client agrees that during the term of this Agreement and for an additional period of 6 months after termination, the Client shall not, without the prior written consent of Reconnix, directly or indirectly canvass, solicit or approach:

28.1   any employee engaged in the provision of the Services and with whom the Client was concerned or had personal contact, with a view to contracting with such person or offering such person any other form of engagement;

28.2   any contractor of Reconnix engaged in the performance of the Services with whom the Client was concerned or had personal contact, with a view to contracting with such person or offering such person any other form of engagement.

Nothing in this clause 28 shall, however, prevent the Client (acting in a bona fide manner) from undertaking recruitment advertising in the national, local or industry press and offering employment or engagement to any such person who responds to such advertising.