

4CAMBRIDGE SERVICES TERMS AND CONDITIONS

DEFINITIONS

1. "Client" means the client to whom 4Cambridge is providing the Services.
2. "4Cambridge" means 4Cambridge Limited, and any of its subcontractors.
3. "Services" means the services which 4Cambridge will perform as described in a Service Description or a signed Proposal Document.
4. "Data" means Client data to the extent that it relates to their requirements for Services or is necessary for the proper provision of the Services to the Client.
5. "Normal Working Hours" means 8.30am to 5.30pm on a Working Day.
6. "Working Day" means Monday to Friday, excluding Bank or other Public holidays in England.
7. "Proposal Document" means the document agreed by the parties which specifies the Services to be provided and the requirements for their provision.
8. "Equipment" means the products sold by 4Cambridge as set out in the Proposal Document or in a Service Description.
9. "Out of Hours" means time outside of Normal Working Hours.
10. "Packaged Service" means a standard pre-defined and repeatable service offering which 4Cambridge will perform as described in a Service Description.
11. "Service Description" means the document setting out the scope of a Packaged Service.

ORDERS

1. All contracts for the provision of Services and Equipment by 4Cambridge shall be deemed to incorporate these terms and conditions, which shall prevail over any other terms from the Client. Once an order has been received, if the Client wishes to cancel the order, the Client will be liable for the cancellation and postponement charges as set out in these terms and conditions (see "Cancellation/Postponement" below).
2. All orders are subject to acceptance and to availability to provide the Services ordered: 4Cambridge is entitled to refuse any order placed by the Client.
3. The Client undertakes that all details it provides to 4Cambridge for the purpose of purchasing Equipment or Services are correct.

PRICES

1. Services and Equipment, together with VAT, are invoiced at the price as set out in the Proposal Document or quote. The Proposal Document and quote pricing are valid for 14 days only from the date of the Proposal Document or quote, unless otherwise stated therein.
2. 4Cambridge reserves the right to modify the prices from time to time for future orders.
3. Any estimates made by 4Cambridge for the cost of any Services and Equipment shall be estimates only. Whenever estimated prices are quoted, 4Cambridge shall use all reasonable efforts to perform the relevant Services at the estimated price but in no event shall such estimates constitute a fixed price or a not-to-exceed price agreement unless stated otherwise in the Proposal Document or quote.

DELIVERY, TITLE AND RISK

1. 4Cambridge shall use reasonable endeavours to despatch Equipment by the date agreed with the Client, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond 4Cambridge's control. This may include, but shall not be limited to such as delays caused by couriers or manufacturer lead times. If it appears a delay may be likely, 4Cambridge shall use all reasonable efforts to contact the Client and advise of the delay.
2. Title in the Equipment does not pass to the Client until payment is received in full by 4Cambridge. In any event title in software shall remain with the software vendor.

PRODUCT SPECIFICATIONS

1. If 4Cambridge cannot supply the Equipment ordered by the Client, 4Cambridge reserves the right to offer Equipment of equal or superior quality at no extra cost. In such a case, if the Client does not wish to accept the alternative Equipment offered, it may cancel the order and require the refund of any money paid to 4Cambridge in respect of that order, including carriage charges. This shall be the sole remedy of the Client in these circumstances.

PRE-REQUISITES & ESSENTIAL REQUIREMENTS

1. The Client shall provide 4Cambridge and its staff sufficient working space as well as such access to the Client's personnel, files and equipment at the Client's facility as 4Cambridge reasonably deems necessary for the performance of the Services.
2. The Client shall:
 - Comply with the obligations set out in these terms and conditions;
 - Undertake the specific obligations specified in the Proposal Document or Service Description;
 - Ensure that any assumptions or dependencies set out in the Proposal Document or Service Description are fulfilled or complied with as the case may be.
3. If the Client fails to fulfil any of its responsibilities under these terms and conditions in a proper and timely manner and such failure causes a delay in the performance of the Services or results in additional costs to 4Cambridge, 4Cambridge shall take such action as it deems reasonably prudent and shall provide the Client with a written specification of such delay and the resulting costs. The Client agrees to pay these costs to 4Cambridge at the then current standard 4Cambridge rates for the Services involved.
4. No additional work will be undertaken if not included on the Proposal Document or Service Description. A Request for Change Document may be drawn up by 4Cambridge to cover such work but it must be agreed and signed by the Client before such additional work can be carried out.
5. Any existing equipment belonging to the Client being utilised or connected, must be fully operational and virus free, and fully accessible to 4Cambridge during the installation.
6. Delays on site caused by faulty equipment, not supplied by 4Cambridge, services not being ready, or access restrictions may incur additional charges at the then current 4Cambridge rates.

SERVICE PERFORMANCE

1. 4Cambridge shall use reasonable endeavours to provide the Services by the date agreed with the Client, but does not accept liability for failure to deliver within the stated time where this is caused by circumstances beyond 4Cambridge's reasonable control. If a delay is likely, 4Cambridge shall contact the Client and advise of the delay.
2. Installation and completion dates are an estimate and are dependant on the Client complying with its obligations and third parties complying with their obligations. Installation and completion dates are not guaranteed. If, solely due to 4Cambridge's negligence, a component of the Services is unreasonably delayed the Client's sole remedy is to reject that component.
3. Clients are required to give 4Cambridge access to provide/install the Services within Normal Working Hours and Out of Hours (where agreed).
4. If the Client cannot allow 4Cambridge access to provide/install the Services on the agreed date 4Cambridge may re-arrange provision/installation of the Services provided that 4Cambridge may charge the Client for the additional costs incurred at the then current 4Cambridge rates.
5. Upon completion of the Services, Client will be notified of the same. The Services are deemed to be accepted if the Client has not raised any concerns in writing with 4Cambridge within 3 days thereafter.

SOFTWARE

1. Any software provided as part of the Services is subject to any accompanying End User License Agreement and the terms thereof. The Client agrees to be bound by the same.

PAYMENT

1. 4Cambridge shall invoice the Client on the payment dates specified in the Proposal Document or in the Service Description, if none are specified, 4Cambridge shall invoice Customer: on delivery in respect of hardware and software; on completion of professional services or monthly in arrears in respect of recurring services unless otherwise agreed in writing; and in advance in respect of maintenance and support services. Payment is due within 14 days of the invoice date unless otherwise agreed in writing with 4Cambridge.

2. If payment is not made on the due date, 4Cambridge will be entitled to charge interest daily on the outstanding balance at the rate of 3% above Barclays Bank PLC base lending rate from time to time and in any event an administration fee in the sum of £50 shall be applied to each overdue invoice.
3. The provision of any services outside the scope of the Services as set out in the Proposal Document or Service Description shall be billed to the Client at the then current 4Cambridge rates for such services.
4. Amounts stated do not include taxes. VAT will be charged at the rate prevailing at the date of invoice.

CANCELLATION/POSTPONEMENT

1. Once a purchase order has been received for the services defined within the Proposal Document or Service Description, the Client will be liable for the following cancellation and postponement charges;
 - Less than 48 hours in advance of agreed commencement date of Services - 50% of the service order value
 - 7 days to 48 hours in advance of agreed commencement date of Services - 25% of the service order value
 - 7 days or more in advance of agreed commencement date of Services - No Charge
2. Notwithstanding the above, any built-to-order or non-cancellable hardware or software cannot be cancelled.

CONFIDENTIALITY

1. Both 4Cambridge and the Client acknowledge that they may receive information and material constituting trade secrets concerning the business, finances, systems, products and documentation of the other ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential. Both 4Cambridge and the Client agree to protect and preserve the confidentiality of the other's Confidential Information using the same standard of care as it uses to protect its own Confidential Information of a similar nature, but in no event using a lesser standard than a reasonable standard of care. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter.
2. Both 4Cambridge and the Client will only divulge Confidential Information to those employees, sub-contractors and agents who have entered into a binding written agreement to maintain confidentiality and for whom knowledge of the Confidential Information is necessary for the proper performance of their duties.

INTELLECTUAL PROPERTY

1. All service data collected by 4Cambridge (including but not limited to asset data bases, call data and system configuration details) shall belong to 4Cambridge.
2. All Intellectual Property rights in the Services provided by 4Cambridge shall belong to 4Cambridge.

WARRANTIES

1. 4Cambridge warrants that:-
 - (a) it shall use reasonable skill and care to carry out the Services to the generally accepted industry standards and the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in a professional and workmanlike manner
 - (b) the Services will be free from defects for a period of 30 days after completion. The Client shall report in detail any deficiencies in the Services to 4Cambridge in writing within 3 days of completion of the Services. In the event of a breach of warranty, Client shall allow 4Cambridge the opportunity to correct errors or re-perform the Services so as to comply with the warranties set out in sub clauses (a) and (c).
 - (c) the Services, when supplied, shall conform to the description and service level agreements set out in the relevant Proposal Document or Service Description;
 - (d) the provision of the Services and Clients' use thereof shall not infringe any Intellectual Property Rights of any third party. This warranty does not apply insofar as it relates to items of hardware, software or other equipment manufactured by third party OEM's;
 - (e) where the provision of the Services involves the supply or fitting of spare parts, title to such parts shall pass to the Client once the relevant part is fitted and the parts removed shall become the property of 4Cambridge, unless otherwise specified in a Proposal Document or Service Description;
2. 4Cambridge cannot be held responsible for any fault or damage not caused by 4Cambridge. In the event of a claim arising relating to the level of skill and judgement applied in the course of providing Services, 4Cambridge reserves at its sole discretion the right to appoint an independent expert in the field to

appraise the work carried out in the execution of the Services. Additionally, 4Cambridge cannot be held responsible for equipment installed or configured when the equipment has subsequently been altered or configured by persons other than 4Cambridge.

3. In relation to Equipment, 4Cambridge warrants that 4Cambridge does not sell products on a trial basis. Clients are strongly advised to check suitability and specifications of Equipment before ordering. In some instances, Clients may benefit from special price discounts issued by a manufacturer specifically for their benefit. Such Equipment is not returnable to the manufacturer and may not be sold to other Clients.
4. Unless otherwise stated in the manufacturer's documentation, all Equipment delivered to a UK mainland address carries a manufacturer's warranty. Clients who wish to make a warranty claim must comply with the manufacturer's instructions and warranty procedure.
5. No software on which seals have been broken can be returned for credit. If any software discs are faulty, the manufacturer will replace them. Please note Software Licences are non returnable unless the software is materially non-compliant with its specification or the physical media on which it is supplied is defective.
6. Except as set out here all warranties and conditions, whether express or implied by statute, common law or otherwise relating to the Services are hereby excluded to the fullest extent permitted by law.
7. The Client warrants that it has the authority to provide information and personal data to 4Cambridge and authorises 4Cambridge to handle the Client's information and personal data and to transfer it to third parties to the extent required to deliver the Services.

4CAMBRIDGE'S LIABILITY

1. 4Cambridge shall under no circumstances be liable for any consequential or indirect damage or loss, however caused, including (but not restricted to) loss of business or profits in the ordinary course, loss of goodwill, damage to trading relationships loss of data and other financial loss. 4Cambridge's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order.
2. Nothing in this agreement shall limit 4Cambridge's liability for death, personal injury fraud or fraudulent misrepresentation.

FORCE MAJEURE

1. Where, in spite of its reasonable efforts, 4Cambridge is unable to perform an obligation due to circumstances beyond its reasonable control, it shall not be deemed to be in breach of its contract with the Client.

TERMINATION

1. If either party materially breaches any of its obligations and the breach has not been remedied within 30 days after written notice is given to the defaulting party specifying the breach, the party not in default may by written notice terminate this agreement (including the relevant Statements of Works or Service Description) as of the date specified in such termination notice.
2. Either party may terminate this agreement or the relevant Proposal Document or Service Description or suspend work if:
 - (a) the other party fails to promptly pay any amount due to be paid under this agreement or Proposal Document or Service Description; or
 - (b) the other party passes a resolution for winding up (save for the purpose of solvent amalgamation or reconstruction) or suffers a winding-up order being made against it; or
 - (c) a receiver, administrative receiver, administrator or similar officer is appointed over the other party.

ERRORS AND OMISSIONS

1. 4Cambridge makes every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of a manifest error or omission, 4Cambridge will be entitled to rescind the contract, notwithstanding that it has already accepted the Client's order and/or received payment from the Client. 4Cambridge's liability in that event will be limited to the return of any money the Client has paid in respect of the order. In the case of a manifest error in relation to price, the Client will be entitled to purchase the Equipment or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by 4Cambridge after the manifest error has been discovered.
2. A 'manifest error', as the term is used in sub-paragraph (1) above, means, in relation to an incorrect price, a price quoted in error by 4Cambridge which is more than 10% less than the price that would have been quoted had the mistake not been made.

GENERAL

1. If any provision in these terms and conditions is held to be invalid or unenforceable, it shall be deemed severed from the terms and conditions and this shall not affect the validity or enforceability of the remaining provisions.
2. Any variation of these terms and conditions must be in writing and signed by a duly authorised 4Cambridge official.
3. Any notices given under these terms and conditions shall be in writing and sent (a) by first class pre-paid post to the last known address of the party; or (b) by fax to their last known fax number; or (c) by e-mail to the last notified e-mail address of the party.
4. These terms and conditions shall be governed by and construed in accordance with the laws of England & Wales and the parties submit to the non-exclusive jurisdiction of the English courts.
5. 4Cambridge may at its discretion record telephone transactions for staff training and quality control purposes.