Computing Solutions (GB) Limited's Terms and Conditions

The Customer indicates acceptance of the Agreement by:- using the Service provided by Computing Solutions (GB) Limited and/or by placing an order with Computing Solutions. These Terms and Conditions shall not be varied for individual Customers.

1.   Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:

'Agreement'	constitutes these Terms and Conditions and the Specification Form;
'Business Day'	a day other than a Saturday, Sunday or a public holiday;
'Commencement Date'	the date identified as such in the Specification Form or the date Computing Solutions started performance of its Services;
'Computing Solutions'	Computing Solutions (GB) Limited whose registered office is at 17 Worwood Drive, West Bridgford, Nottingham, NG2 7LY and whose company number is 06826843;
'Computing Solutions Software'	the software Computing Solutions has created, owns or is authorised to sub-licence;
'Customer'	the person or company as specified in the Specification Form to which the Agreement is binding on;
'Development Services'	the development services as set out in clause 2 of these Terms and Conditions and the Specification Form;
'Know-how'	information which the Customer owns or possesses, which Computing Solutions requires for the provision of the Services;

'Maintenance Services'	the maintenance service as set out in clause 2 of these Terms and Conditions and the Specification Form;
'Service Level'	the level of service as specified in the Specification Form;
'Services'	the Maintenance Services, Support Services, Development Services, Web-hosting Services or additional Services set out in the Specification Form provided by Computing Solutions to the Customer on the terms and conditions of the Agreement;
'Site'	the locations where the Services are carried out as agreed by Computing Solutions and identified in the Specification Form;
'Specification Form'	the specification form filled in by either party that sets out the Customer's individual requirements. For avoidance of doubt the Specification Form and these Terms and Conditions form the Agreement between the parties;
'Support Charge'	the charge by Computing Solutions to the Customer for provision of the Services as specified in the Specification Form;
'Support Services'	the support services as set out in Clause 2 of these Terms and Conditions and the Specification Form;
'System'	the existing software, hardware and computing infrastructure installed to and/or used by the Customer;
'Third Party Software'	the software provided by the Customer that it owns or is authorised to sub-licence;
'Third Party Suppliers'	third party contractors used by Computing Solutions;

'Web-hosting Services'   the web-hosting services as stated in clause 2 of these Terms and Conditions and the Specification Form;

'Working Hours'   Computing Solutions working hours of 9:00 to 17:00 GMT or BST where applicable on a Business Day.

1.1 Service specifications and details may be found at www.computing-solutions.org.

1.2 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings of the paragraphs of these Terms and Conditions are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of these Terms and Conditions.

2 Services

2.1 Computing Solutions will provide the Services as detailed in the Specification Form and these Terms and Conditions.

2.2 Maintenance Services will be charged at an hourly rate or a fixed price as detailed in the Specification Form.

2.3 Development Services will be charged at an hourly rate or a fixed price as detailed in the Specification Form.

2.4 Web-hosting Services will run for terms of 12 months consecutively and renew on the anniversary of the Commencement Date;

2.4.1   Computing Solutions requires payment for Support Charges to be paid upfront before the Commencement Date or any other anniversary of the Commencement Date;

2.4.2   The parties may give either party 30 days' notice before the anniversary of the Commencement Date that it intends to terminate the Agreement;

2.4.3   Computing Solutions, at its sole discretion, may offer a refund of Support Charges for Web-hosting Services if termination is facilitated before the anniversary of the Commencement Date;

2.4.4   An admin fee may apply for any cancellation of Support Charges that occurs prior to the anniversary of the Commencement Date.

2.5 Support Services will run for terms of 12 months consecutively and renew on the anniversary of the Commencement Date;

2.5.1 Computing Solutions requires payment for Support Charges to be paid upfront before the Commencement Date or any other anniversary of the Commencement Date;

2.5.2 The parties may give either party 30 days' notice before the anniversary of the Commencement Date that it intends to terminate the Agreement;

2.5.3 Computing Solutions, at its sole discretion, may offer a refund of Support Charges for Support Services if termination is facilitated before the anniversary of the Commencement Date;

2.5.4 An admin fee may apply for any cancellation of Support Charges that occurs prior to the anniversary of the Commencement Date.

2.6 All other Services will commence on the Commencement Date and will continue for the term as set out in the Specification Form and Support Charges will be set out in the Specification Form.

2.7 Computing Solutions may outsource its Services to Third Party Providers.

2.8 Where Computing Solutions has outsourced its Services to Third Party Providers the Service Level provided to the Customer will not be greater than that offered to Computing Solutions by the Third Party Providers.

2.9 Computing Solutions may offer hardware Services but this will be at its sole discretion and details of the hardware Services will be set out in the Specification Form.

2.10 Computing Solutions is entitled to annual leave and will give the Customer sufficient notice of its intention to go on annual leave. During any period of annual leave Computing Solutions will use its reasonable endeavours to provide the Services and may outsource its Services to Third Party Providers if need be. Attention is drawn to clause 13.4.

3.   Specification

3.1 Computing Solutions can be contacted during the Working Hours via email and phone subject to clause 2.10.

3.2 Orders can be made via telephone and email. These Terms and Conditions can be found on Computing Solutions' website. Once an order has been made Computing Solutions will send the Customer a Specification Form. The Specification Form and these Terms and Conditions will become binding on the Customer.

3.3 Where Services are added to, or deleted from, a Specification Form at any time during the Term of the Agreement, this will be confirmed to the Customer in writing from Computing Solutions, and invoicing will take account of such additions or deletions.

4.   Service Exclusions

4.1 Computing Solutions reserves the right not to provide the Services and to charge for costs and expenses incurred if access to the System is hindered, the Customer adversely or substantially changes its order as set out in the Specification Form after the Commencement Date or once Computing Solutions had commenced its Services or the environmental conditions at the Site are considered by Computing Solutions to be unsafe or hazardous.

4.2 The Services do not include:

4.2.1 operating supplies and accessories such as magnetic media and disk packs and other consumables, which must be paid for by the Customer;

4.2.2 services not covered by the Agreement.

5.   Disclaimers

5.1 Computing Solutions will use its reasonable endeavours to perform the Services promptly but no warranty is given in respect of any times for response or performance by Computing Solutions, and time will not be of the essence.

5.2 Computing Solutions is not liable for delay arising from any industrial dispute or any cause outside its reasonable control and any agreed timescale will be subject to reasonable extension in the event of such delay. If such delay or failure continues for at least 90 days either party will be entitled to terminate the Agreement by notice in writing to the other.

5.3 Provision of the Services does not imply any guarantee or representation that Computing Solutions will be able to assist the Customer in achieving any results which are not technically feasible. Subject to this, any services which are outside the scope of the Agreement will, at the Customer's request and at Computing Solutions' sole option, be provided on such terms as the parties may agree from time to time and shall incur additional charges.

5.4 Computing Solutions will use its reasonable endeavours not to create any malfunction to the System through performance of its Services but will not be liable for any malfunctions to the System through its performance of its Services.

5.5 Computing Solutions reserves the right to refuse to provide the Services at any time without refunding any sums paid by the Customer:

5.5.1 if any attempt is made, other than by Computing Solutions, to remove any defects or deal with any errors in the System during the Term of the Agreement; or

5.5.2 if any development, enhancement or variation of the System is carried out other than by Computing Solutions; or

5.5.3 if the Customer has failed to pay Computing Solution's invoice in accordance with the provisions of the Agreement; or

5.5.4 if the Customer has failed to comply with any of its responsibilities under clause 6 of the Agreement; or

5.5.5 where, in the reasonable opinion of Computing Solutions, the System has ceased to be capable of running successfully for any reason.

6.   Customer Responsibilities

The Customer will:

6.1 use the System correctly and in accordance with its operating instructions and with suitable operating supplies;

6.2 designate primary and secondary contacts appropriately qualified and trained to an acceptable standard authorised to request Services, and inform Computing Solutions accordingly. Authorised use of the telephone helpline is limited to these designated contacts;

6.3 maintain procedures to facilitate reconstruction of any lost or altered files, data or programs to the extent deemed necessary by the Customer, and the Customer agrees that Computing Solutions will not be liable under any circumstances for any consequences arising from lost or corrupted data, files or programs. The Customer is solely responsible for carrying out all necessary backup procedures for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason;

6.4 be solely responsible for the security of its confidential and proprietary information, and not disclose such information to Computing Solutions except on a 'need to know' basis for the purposes of Computing Solutions' performance of the Services;

6.5 notify Computing Solutions promptly of any System malfunction;

6.6 control the Site environmental conditions in accordance with any environmental operating ranges specified by Computing Solutions and/or the System manufacturer;

6.7 regularly perform the various Customer routine and preventative maintenance and cleaning operations described in the applicable user guides or as advised by Computing Solutions including but not limited to any operating and diagnostic checks and the regular inspection and, if necessary, cleaning, of disk packs and cartridges. The cost of rectifying any damage caused to the System by not observing this undertaking will not be covered by the Agreement;

6.8 keep records of the System's usage and performance if requested by Computing Solutions, in a mutually agreed format;

6.9 observe appropriate safety precautions in replacing parts provided under the Agreement;

6.10 provide Computing Solutions with access to and use of such of the Customer's information (including any Know-how) and facilities reasonably necessary to provide the Services;

6.11 make all the relevant Systems freely available to Computing Solutions during any agreed period to enable Computing Solutions to carry out the Services;

6.12 have a Customer representative who is familiar with the Customer's organisation, operations, procedures and business practices present at all times during the performance of the Services;

6.13 provide ready access to a telephone at the Site on which external calls connected with the Services can be made and received by Computing Solutions' personnel;

6.14 ensure that only properly trained employees operate or use the System in accordance with the operating instructions and manuals supplied;

6.15 not make any modification or addition to the System, except with Computing Solutions' consent, which shall not be unreasonably withheld;

6.16 provide telephone and modem facilities to Computing Solutions' requirements for remote investigation of System defects;

6.17 install the latest applicable software revisions and enhancements to the System as soon as reasonably practicable, and in any event within 6 months, unless the parties agree otherwise;

6.18 be solely responsible for ensuring that all consents and licences are obtained and maintained in respect of the System and Third Party Software necessary for the performance of the Services by Computing Solutions, and warrant as such;

6.19 warrant, where applicable, that the System will by the Commencement Date be in reasonable working order and condition for the purpose of performing the Services; and

6.20 test fully any application or programming relating to the System before making such application or programme available to use.

7.   Charges

7.1 The Customer will pay an amount as specified in the Specification Form before Computing Solutions commences its Services under the Agreement.

7.2 Once the Services are completed or when an invoice is issued the Customer is obliged to pay the balance in full within 30 days of the completion date or within 30 days of the invoice date.

7.3 V.A.T and any similar taxes will be applied to the Support Charges in accordance with prevailing legislation in force at the tax point date.

7.4 Payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 or any relevant late payment legislation that is in force at the time the payment became due. This interest will accrue on a daily basis and be payable on demand.

7.5 Notwithstanding the above provision for late payment, in this event Computing Solutions may at its option, and without prejudice to any other remedy at any time after payment has become due, immediately terminate or temporarily suspend the Agreement.

7.6 If Computing Solutions becomes entitled to terminate the Agreement for any reason, any sums then due to it will immediately become payable in full.

8.   Expenses

8.1 All prices quoted in the Agreement are exclusive of expenses incurred in the performance of the Agreement by Computing Solutions, which will be chargeable in addition.

8.2 Expenses include: travel to the Site (or other location) when applicable; magnetic media; data connection charges; couriers; freight; accommodation; and any other expenses reasonably incurred by Computing Solutions in connection with the Agreement.

9.   Variation of Support Charges

9.1 Computing Solutions may increase its Support Charges upon the anniversary of the Commencement Date.

9.2 Computing Solutions will give the Customer 30 days' written notice that it is increasing its Support Charges.

9.3 The Customer will be entitled to terminate the Agreement giving 30 days written notice to Computing Solutions upon receiving notification of the increase of Support Charges.

10.   Confidentiality

10.1 The parties recognise that under the Agreement they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to commercial information, products, customers, business accounts, finance or contractual arrangements or other dealings, program source and object codes. All such information which is either marked 'Confidential' or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes 'Confidential Information'. Each party agrees not to divulge Confidential Information received from the other to any of its employees, officers, agents, subcontractors or other third parties without the prior written consent of the disclosing party except to the extent absolutely necessary to perform its obligations hereunder. This shall not prevent a party from using or disclosing any information:

10.1.1 which the party can prove was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Agreement;

10.1.2 which is or enters into the public domain;

10.1.3 which is, and only to the extent that it is necessary, required to be disclosed by law provided that party notifies the other party prior to disclosure.

10.2 Each party shall ensure that its officers, employees, agents and subcontractors and any other third party to whom Confidential Information is disclosed are bound by confidentiality obligations at least equal to those under the Agreement and each party agrees that any breach by such persons shall be deemed to be a breach by that party of its obligations hereunder. Nothing herein obligates either party to disclose any Confidential Information to the other.

11. Ownership of Software, Data, Information and Know-how

11.1 Software

11.1.1 The Customer owns or is authorised to sub-license all copyright and other intellectual property rights it holds in the Third Party Software.

11.1.2 The Customer grants a non-transferable, non-assignable, non-exclusive licence to Computing Solutions to use the Third Party Software during the Agreement on the terms and conditions set out in this clause (the 'Licence') for the purposes of providing the Services.

11.1.3 Subject to clause 11.1.4, Computing Solutions and the Customer agree that:

11.1.3.1 the Third Party Software and all copies of it will remain at all times the property of the Customer and that Computing Solutions is not entitled to any rights or interests in the Third Party Software other than those expressly granted in this Licence or rights or interests already owned by Computing Solutions;

11.1.3.2 the Third Party Software is confidential information of the Customer and Computing Solutions will not disclose any of the Third Party Software or supply any copies of any of it to any person other than for the performance of the Services under the terms of this Licence, including appropriate express obligations of confidentiality;

11.1.3.3 Computing Solutions will not use any Third Party Software directly or indirectly otherwise than in connection with providing the Services;

11.1.3.4 Computing Solutions will not permit any copy of the Third Party Software to be made except for reasons of providing the Services.

11.1.4 Copyright and all other intellectual property rights made by or owned by Computing Solutions in any of Computing Solutions Software or modifications or enhancements to Computing Solutions Software will vest absolutely in Computing Solutions and Computing Solutions reserves the right to grant licences to use such modifications and enhancements to the Customer and any third parties.

11.1.5 Upon termination of the Agreement and in exceptional circumstances Computing Solutions reserves the right when payment has been received in full to give ownership of the copyright and/or intellectual property rights it holds in Computing Solutions Software, to the Customer.

11.1.6 The Customer will indemnify Computing Solutions against any expense, loss or damage incurred by Computing Solutions as a result of any claim or allegation that Computing Solutions' use of the Third Party Software infringes the intellectual property rights of a third party.

11.1.7 Upon termination of the Agreement, the Licence will terminate, and Computing Solutions will return Third Party Software in its possession (if any) to the Customer.

11.2 Data, Information and Know-how

11.2.1 The Customer grants Computing Solutions a non-exclusive, royalty-free licence to use Know-how for the purposes of fulfilling Computing Solutions' obligations to provide the Services. Computing Solutions undertakes not to use or otherwise deal with the Know-how for any other purpose.

11.2.2 For the avoidance of doubt, the parties agree that all data and information passed to Computing Solutions by the Customer or generated in the course of the Services will remain at all times the property of the Customer. The Customer grants to Computing Solutions a non-exclusive, royalty-free licence to use the Customer's data, information and Know-how as necessary for the purpose of fulfilling Computing Solutions' obligations under the Agreement.

11.2.3 Computing Solutions will not acquire any right in the Customer's data and information. Computing Solutions will take all necessary steps to ensure that it will not use nor reproduce any such data, information or Know-how which comes into its possession or control except as required to provide the Services under the Agreement.

11.2.4 The Customer will be responsible for maintaining secure copies and backups of all data and information.

12.   Employment restriction

While the Agreement is in force and for a period of 6 months from its termination for any reason, the Customer will not actively solicit or canvass the employment of any person employed by or acting on behalf of Computing Solutions who was assigned to work on the System over a period of 3 months or more in the preceding 12 months. If the Customer is in breach of this condition, the Customer (recognising that Computing Solutions will suffer substantial damage) will pay to Computing Solutions by way of liquidated damages and not by way of penalty a sum equal to the gross annual sum paid to that person as salary or for services by Computing Solutions in the immediately preceding 12 months.

13.   Indemnities and limits of liability

13.1 The Customer agrees that it has accepted these terms and conditions in the knowledge that Computing Solutions' liability is limited and that the prices and charges payable have been calculated accordingly. The Customer is advised to make its own insurance arrangements if it desires to limit further its exposure to risk or if it requires further or different cover.

13.2 Computing Solutions will indemnify the Customer for fraud, fraudulent misrepresentations, direct physical injury and death caused by the negligence of its employees acting within the course of their employment and the scope of their authority.

13.3 Except as expressly stated in this clause and elsewhere in the Agreement, any liability of Computing Solutions for breach of the Agreement will not exceed in the aggregate of damages, costs, fees and expenses capable of being awarded to the Customer the total price paid or due to be paid by the Customer under the Agreement.

13.4 Except as expressly stated in the Agreement, Computing Solutions disclaims all liability in contract or in tort (including negligence or breach of statutory duty) to the Customer or any third party arising out of or in connection with the Agreement, provision of the Services including but not limited to liability for loss of revenue, loss of profits whether in the course of the Customer's business or otherwise, or arising from loss of data or goodwill, and in no event will Computing Solutions be liable to the Customer or any third party for special, indirect or consequential damages.

13.5 The Customer will indemnify and defend Computing Solutions and its officers, employees, subcontractors and agents in respect of any third party claims which arise from any Computing Solutions performance carried out on the instructions of the Customer or its authorised representative or from any breach by the Customer of the Agreement.

13.6 The Customer will indemnify Computing Solutions in respect of any losses or expenses incurred by Computing Solutions as a result of any failure by the Customer to maintain adequate current licences for the software running on the System and for failure by the Customer to obtain and maintain all consents in respect of the Third Party Software necessary for the performance of the Services by Computing Solutions.

13.7 The parties agree that the Customer is the best judge of the value and importance of the data held on the System, and the Customer will be solely responsible for:

13.8 instituting and operating all necessary back-up procedures, for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason;

13.9 taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

13.10 If Computing Solutions fails to comply with its obligations during the Term of the Agreement then it will be entitled to be given a reasonable opportunity to correct any errors and to perform its obligations.

13.11 Computing Solutions makes no representations and gives no warranties, guarantees or undertakings concerning its performance of the Services except as expressly set out in the Agreement. All other warranties, express or implied, by statute or otherwise, are excluded from the Agreement.

14.   Data protection

14.1 In providing the Services to the Customer, Computing Solutions will comply with all relevant provisions of the Data Protection Act 1998 ('DPA'). Computing Solutions and the Customer agree and acknowledge that, in performing the Services, Computing Solutions is acting as a Data Processor (as defined in the DPA) in relation to any Personal Data (as defined in the DPA) for and on behalf of the Customer, who remains the Data Controller (as defined in the DPA) in relation to such Personal Data, and without limitation to the foregoing, Computing Solutions will:

14.1.1 process Personal Data only in accordance with the written instructions of the Customer;

14.1.2 take all appropriate measures to ensure that the Personal Data is kept secure and is not subject to any unauthorised processing, loss, destruction or damage;

14.1.3 ensure that its personnel and contractors are made aware of its obligations under the Agreement with regard to the security and protection of the Personal Data;

14.1.4 provide the Customer, at its reasonable request, with evidence of compliance with Computing Solutions' obligations under this clause;

14.1.5 assist the Customer to comply with any valid requests for access to Personal Data received by the Customer;

14.1.6 notify the Customer if Computing Solutions receives any requests for access to Personal Data and comply with the Customer's instructions in this connection;

14.1.7 notify the Customer of any unauthorised or unlawful disclosure or use of Personal Data of which Computing Solutions becomes aware;

14.1.8 at the request and option of the Customer, promptly return or safely destroy all Personal Data in Computing Solutions' possession or control.

15.   Termination

15.1 The Agreement may be terminated immediately by notice in writing:

15.1.1 by Computing Solutions if the Customer fails to pay any sums due under the Agreement by the due date notwithstanding any other provisions for late payment in the Agreement;

15.1.2 by either party if the other party is in material or continuing breach of any of its obligations under the Agreement and fails to remedy the same (if capable of remedy) for a period of 30 days after written notice of the breach by the other party;

15.1.3 by the Customer giving 30 days' notice within 30 days of receipt of notification by the Customer of a change in the Support Charge pursuant to clause 9 of the Agreement;

15.1.4 by either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or anything analogous to such event occurs in any applicable jurisdiction;

15.1.5 in accordance with clause 16.8 (force majeure) of the Agreement.

15.1.6 Any termination of the Agreement under this clause will be without prejudice to any other rights or remedies of either party under the Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

16.   General contract provisions

16.1 Entire agreement

The Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of the Agreement. Each of

the parties acknowledges that in entering into the Agreement, it does not rely on and will have no remedy in respect of any statement of fact or opinion not recorded in the Agreement (whether negligently or innocently made), except for any representation made fraudulently.

16.2 Variations

No variation of these Terms and Conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of the Agreement.

16.3 Severability

If any of the provisions of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced unless the substantive purpose of the Agreement is thereby frustrated, in which case either party may terminate the Agreement forthwith on written notice.

16.4 Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

16.5 Rights of third parties

A person who is not a party to the Agreement has no right to benefit under or to enforce any term of the Agreement. The parties to the Agreement do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

16.6 Assignment

The Customer will not assign, sub-contract or otherwise deal with the Agreement or any rights and obligations under the Agreement without the prior written consent of Computing Solutions and any such attempt shall be void.

16.7 Notices

Any notice given under the Agreement by either party to the other must be in writing and may be delivered personally or by first-class post, and in the case of post will be deemed to have been given 2 Business Days after the date of posting. Notices will be delivered or sent to the addresses of the parties on the first page of the Agreement or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of the Agreement.

16.8 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 90 days, the non-affected party may terminate the Agreement by written notice to the other party.

16.9 Nature of relationship

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

16.10 Counterparts

The Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same agreement.

16.11 Dispute resolution, governing law and jurisdiction

The Agreement is governed by and construed according to English law. The courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute, which may arise out of or in connection with the Agreement. Notwithstanding the foregoing, both parties may seek any injunctive relief or provisory/conservatory measures from any other competent court in England. In addition, both parties shall have the right to sue

for breach of its intellectual property rights or trade secrets (whether in connection with the Agreement or otherwise) in any country where it believes that infringement or a breach of the Agreement relating to its intellectual property rights might be taking place.

16.11.1 Each party recognises that the other party's business relies upon the protection of its intellectual property rights and that in the event of a breach or threatened breach of such intellectual property rights, the other party will be caused irreparable damage and may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its intellectual property rights.

16.11.2 With respect to all other disputes which are not intellectual property rights related arising out of or in connection with the Agreement, the following procedures in 16.11.3 to 16.11.6 below shall apply;

16.11.3 Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. The aggrieved party shall give the other party a reasonable amount of time to resolve the dispute.

16.11.4 Where the dispute cannot be resolved or the nature of the dispute is not capable of being resolved either party may seek its legal remedies as provided below.

16.11.5 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of the Agreement. For the avoidance of doubt, the place of performance of the Agreement is agreed by the parties to be England.

16.11.6 While the dispute resolution procedure above is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under the Agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated

between the parties pro rata according to the split of the principal sum as between the parties.

| The Customer agrees to accept the Services on the terms and conditions of the Agreement. | Computing Solutions agrees to provide the Services on the terms and conditions of the Agreement. |

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For and on behalf of the Customer

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For and on behalf of Computing Solutions