

This TELEPHONE SUPPORT SERVICES AGREEMENT is between Borer Data Systems Ltd hereafter referred to as "the company" and the user of the software and/or systems provided by Borer Data Systems Ltd hereafter referred to as "the customer".

STANDARD TELEPHONE SUPPORT AGREEMENT - TERMS & CONDITIONS

1. GENERAL

The terms and conditions in this contract are the sole terms and conditions of the contract between the Company and the Customer. No variation or modification of these terms or conditions and no agreement made, or purported to be made, between the Company and the Customer inconsistent with these terms and conditions shall be valid or of any effect, unless made in writing and signed by an authorised officer of the Company. No representation relating to or in any way connected with the equipment shall be deemed to be made on behalf of the Company nor shall any such representation bind the company unless such representation is made in writing and signed by an authorised officer of the company.

The contract charge and other amounts payable under the terms of this Agreement are exclusive of Value Added Tax or any other tax or duty levied.

The company may alter the cost of service for any year following the first year on giving the customer 30 days' written notice.

2. EXCLUSIONS

This Telephone Support Agreement shall apply only to Software sourced from and supplied by the company. The Company shall be under no obligation to the Customer for: -

- 2.1 Any failure of equipment due to: (a) use not in accordance with the manufacturer's instructions; (b) negligent usage, willful abuse or misuse; (c) fire, flood, lightning, theft or act of god.
- 2.2 Component failure or damage or loss of data or corruption of data and/or software programs resulting from the electrical surges or failure of the electricity supply to the equipment.
- 2.3 Data errors necessitating recovery and/or regeneration of the system and/or its associated data arising from changes and/or upgrades undertaken by the Customer or its representatives to PCs, file servers, the operating system, database or network.
- 2.4 Software not provided by the company.
- 2.5 Loss or damage to the customer's data.
- 2.6 In the event of a reported fault which is found to be a fault (a) external to the system covered under this agreement and/or (b) caused by network routing/connections/loading and/or (c) caused by network/system password settings, then the company reserves the right to make a reasonable charge for additional services.

3. ASSIGNMENT

The Company may assign this contract to a nominated service provider. The Customer cannot assign this contract without the prior written consent from the Company.

4. LIABILITY

- 4.1 The Company shall not be held liable for any delay in the execution of any work of installation replacement alteration removal maintenance repair or otherwise of or to the customer's systems howsoever caused and any such delay shall not be sufficient cause for cancellation of this contract.
- 4.2 The Company shall under no circumstances be liable for any failure or defective working of the system due to any fault or failure or change in the electricity supply and/or third party service provider and/or third party equipment and/or fault associated with the customers LAN or WAN.
- 4.3 Under no circumstances shall the Company be liable for any expense or additional charge or for any loss of profit business or production or any similar loss or damage consequential or otherwise whether direct or indirect howsoever caused whether by the negligence of the Company or its servants or agents or otherwise.
- 4.4 Any expense or change or loss or damage that may be incurred by the Customer shall not be sufficient cause for cancellation of this contract.
- 4.5 The User shall indemnify and defend the company in respect of any claims by third parties, which are occasioned by or arise from the company's performance pursuant to the instructions of the User.
- 4.6 Software and equipment that becomes obsolete or is no longer supported may be excluded from this agreement by written notice from the Company to the Customer. The Company is under no obligation to indefinitely extend maintenance cover for the equipment.
- 4.7 The Customer acknowledges that these terms and conditions set out the entire liability of the Company and that the Customer is responsible to affect insurance cover in respect of all risks relating to this contract.

5. CANCELLATION

This Agreement shall start on the commencement date specified overleaf and shall continue for a minimum term of 12 months ("the Initial Period") and shall remain in force thereafter from year to year unless and until terminated by either party giving not less than three calendar months written notice to the other, such notice to expire the last day of the Initial Period or any subsequent anniversary thereof. If notice to terminate this agreement is given by the Customer less than three calendar months prior to the last day of the Initial Period or any subsequent anniversary thereof the Customer shall remain liable to pay the Company the contract charge due for the next succeeding year and such payment shall become immediately due and payable.

6. PAYMENT

- 6.1 Payment if paid annually shall be due on the commencement date and on the anniversary date thereafter. It is an essential condition of this contract that payment is made on time.
- 6.2 Late payment shall lead to a suspension of support and/or services from the Company. This shall not prejudice any other remedies available to the Company.

7. ACCESS

- 7.1 In order to enable the company to undertake services under this agreement, the customer agrees to provide remote access for the company's technical support staff via any one of the following: (a) Log Me In remote web access; (b) Open Port on Firewall and VNC; (c) Citrix/ Web Interface provided by Customer. The Customer shall provide the company with sufficient documentation, information, assistance, support and test time on the application running on Customer's computer system, to duplicate the problem, verify that the problem is with the Software, and verify that the problem has been corrected.

8. FAULTS

THE CUSTOMER

- 8.1 Shall notify the Company of any fault in the operation of the equipment or any necessary repair, such notification to be confirmed by telephone, email or fax transmission.
- 8.2 Shall not themselves undertake or allow others to undertake: service, repair, adjustments, alterations or tamper with the system or software without the prior agreement of the Company.
- 8.3 Shall provide detailed information relevant to the fault reported and shall undertake all reasonable diagnostic procedures as directed by the Company over the telephone or via email.
- 8.4 Shall undertake database housekeeping, reconditioning and backup at regular intervals.
- 8.5 Shall download and install (including rebooting and checking applicable settings) the latest Service Pack for the Software. Customer shall check all electrical connections prior to contacting the Company including power, modem and all related cabling.

THE COMPANY

- 8.6 Shall provide the following maintenance and support services for the Software (the "Services"): (i) telephone and email support services to Customer's designated Support Contact, Monday through Friday between 9:00 a.m. and 5:00 p.m., excluding public holidays; (ii) error correction services, as further set forth below, and (ii) Updates, as further set forth below.
- 8.7 Shall under the terms of this agreement provide free of charge to the customer software updates for the software version installed (e.g. Version 1.1 to version 1.2) including bug fixes and software modifications and changes. The migration from one software release to a later software version (e.g. Version 1.n to version 2.n) is excluded from the scope of the service agreement.
- 8.8 Shall during each year of the service contract provide telephone support and advice on the configuration, usage and operation of all software supplied and supported by the Company for whichever is the lesser of up to 12 (twelve) hours or 10 (ten) separate incidents?
- 8.9 Shall use commercially reasonable efforts to correct or provide a workaround to any error in the Software, which causes a substantial nonconformity to the applicable specifications.
- 8.10 Shall provide support to Customer only by telephone or email services and do not include for on-site visits or system engineering services of any kind. Services shall not be provided for any problems, defects or errors in the Software that are caused by the Customer's use of the Software in an environment, or in a manner, not approved by the Company.

9. LIMITED WARRANTY

The company warrants that the services will be performed in a workmanlike manner with the ordinary degree of skill prevalent in the industry. Customer's sole and exclusive remedy, and company's entire liability, for company's breach of this warranty is for the company to perform the services in a manner consistent with this warranty EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH ABOVE.

10. OTHER PROVISIONS

If at any time one or more of the provisions of this contract becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the

remaining provisions shall not in any way be affected or impaired thereby. The Law of England therefore shall govern this Agreement and any conflict arising.

11. CHARGES FOR A ONE YEAR TELEPHONE SUPPORT SERVICES AGREEMENT

The Company will levy a lump sum charge of one thousand pounds (£1000) for the provision of telephone and email based support services as described above.

12. ADDITIONAL SERVICES

The following additional services are available, at the written request of an authorised customer representative, **to users who do not have a standard telephone support agreement and for works which are outside the scope of the standard telephone support agreement.** The hourly rates are for: - (a) The repair of damaged or faulty equipment; (b) Diagnostics or changes or alterations to the software and/or equipment, as requested by the User; (c) Installation or re-installation of software and/or equipment; (d) The embodiment of optional modifications and/or changes.

12. CHARGES FOR ADDITIONAL SERVICES

The Company will levy charges for additional services at the following rates: -

- (a) Software Engineer on site support £900 per day or part thereof inclusive of travelling time.
- (b) Software Engineer telephone support £70 per 30 minutes or part thereof.
- (c) Hardware Technician on site support £600 per day or part thereof inclusive of travelling time.
- (d) Hardware Technician telephone support £50 per 30 minutes or part thereof

---- End ----

Name:

Signed:

On behalf Of:

Contract to Commerce On:

Name:

Signed:

On Behalf Of: Borer Data Systems Limited, Crown House, Toutley Road,
Wokingham, Berkshire RG2 9LL

Contract to Commerce On: