

Copyrite Business Solutions Limited

General Terms & Conditions Software, Software Support, I.T., Services

If any of these General Terms & Conditions are inconsistent with any terms set out in Copyrite Business Solutions Ltd Service specific Terms & Conditions, the Service specific Terms & Conditions shall prevail.

1. INTERPRETATION

1.1 Definitions. In these Terms & Conditions, the following definitions apply:

Business Day: Means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: Mean the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: Has the meaning set out in clause 2.2.

Contract: Means the contract between Copyrite and the Customer for the supply of Services in accordance with these Conditions.

Copyrite: Means Copyrite Business Solutions Limited, a company incorporated in England and Wales under company number 03255320 and whose registered company address is situated at 15 Riverside Park, Wimborne, Dorset, BH21 1QU.

Copyrite Materials: Has the meaning set out in clause 4.1(g).

Customer: Means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 being provided with goods or services by Copyrite and described or referenced in the Order.

Deliverables: Mean the deliverables set out in the Schedules to these Terms & Conditions.

Intellectual Property Rights: Mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: Means the Customer's order for Services as set out in the Customer's purchase order form, or the Customer's written acceptance of a quotation by Copyrite, or e-mail request as the case may be.

Regulatory Breach: Means any act, omission, breach or default by Copyrite of its obligations under these Terms & Conditions which results in the Customer being in breach of any applicable legislation, regulations, requirement or direction imposed by a relevant regulator or which results in the Customer being investigated or having orders, sanctions, penalties or fines imposed or other action taken against it by a relevant regulator.

Services: Means the services, including the Deliverables, supplied by Copyrite to the Customer as set out in the Specification.

Specification: Means the description or specification of the Services provided in writing by Copyrite to the Customer.

Terms & Conditions: Means these terms and conditions as amended from time to time in accordance with clause 12.8.

1.2 Construction. In these Conditions, the following rules apply:

- (a) A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to "writing" or "written" includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms & Conditions.

2.2 The Order shall only be deemed to be accepted when Copyrite accepts the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Copyrite which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Copyrite, and any descriptions contained in Copyrite's marketing material are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 The Services are subject to any additional provisions as set out in the Schedules to these Terms & Conditions. For the avoidance of doubt, the Schedules to these Terms & Conditions are incorporated into these Terms & Conditions and the Customer agrees to adhere to the provisions contained therein.

2.7 Any quotation given by Copyrite shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 Copyrite shall supply the Services to the Customer in accordance with the Specification in all material respects.

- 3.2 Copyrite shall use all reasonable endeavours to meet any performance dates specified in the Schedules to these Terms & Conditions, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Copyrite shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Copyrite shall notify the Customer in any such event.
- 3.4 Copyrite warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 Copyrite shall maintain appropriate insurance cover with a reputable insurance company against all relevant liabilities and indemnities that may arise under the Contract, and will provide to the Customer upon request evidence of such insurance cover.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) Ensure that the terms of the Order, and any information it provides which may affect the content of the Specification, are complete and accurate;
 - (b) Co-operate with Copyrite in all matters relating to the Services;
 - (c) Provide Copyrite, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Copyrite;
 - (d) Provide Copyrite with such information and materials as Copyrite may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) Prepare the Customer's premises for the supply of the Services;
 - (f) Obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - (g) Keep and maintain all materials, equipment, documents and other property of Copyrite ("**Copyrite Materials**") at the Customer's premises in safe custody at its own risk, maintain the Copyrite Materials in good condition until returned to Copyrite, and not dispose of or use the Copyrite Materials other than in accordance with Copyrite's written instructions or authorisation.
- 4.2 If Copyrite's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- (a) Copyrite shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Copyrite's performance of any of its obligations;
 - (b) Copyrite shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Copyrite's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - (c) The Customer shall reimburse Copyrite on written demand for any costs or losses sustained or incurred by Copyrite arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1 The Charges for the Services shall be either on a time and materials basis or as set out in the Specification or the Schedules to these Terms & Conditions:
- (a) The Charges shall be calculated in accordance with Copyrite's standard daily fee rates, as set out in the the Specification or the Schedules to these Terms & Conditions;
 - (b) Copyrite's standard daily fee rates for each individual are calculated on the basis of a seven-hour day between 8.30 am and 5.00 pm worked on Business Days;
 - (c) Copyrite shall be entitled to charge an overtime rate of 150 per cent or 200 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b). For the avoidance of doubt, the rate of 150% shall apply in respect of Saturdays and the rate of 200% shall apply in respect of Sundays; and
 - (d) Copyrite shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Copyrite engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Copyrite for the performance of the Services, and for the cost of any materials.
- 5.2 Copyrite reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. Copyrite will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Copyrite in writing within 2 weeks of the date of Copyrite's notice and Copyrite shall have the right without limiting its other rights or remedies to terminate the Contract by giving 1 months' written notice to the Customer.
- 5.3 Copyrite shall invoice the Customer on completion of the Services and/or monthly in arrears or as specified in the Schedules.
- 5.4 The Customer shall pay each invoice submitted by Copyrite within 30 Business Days of the date of the invoice or as specified in the Schedules or any quotation, in full and in cleared funds to a bank account nominated in writing by Copyrite by Direct Debit unless specified in the Schedules, and time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by Copyrite to the Customer, the Customer shall, on receipt of a valid VAT invoice from Copyrite, pay to Copyrite such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 Without limiting any other right or remedy of Copyrite, if the Customer fails to make any payment due to Copyrite under the Contract by the due date for payment Copyrite shall have the right to charge interest on the overdue amount at the rate of 5% per cent per annum above the then current RBS base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

- 5.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Copyrite in order to justify withholding payment of any such amount in whole or in part. Copyrite may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Copyrite to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Copyrite.
- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Copyrite obtaining a written licence from the relevant licensor on such terms as will entitle Copyrite to license such rights to the Customer.
- 6.3 All Copyrite Materials are the exclusive property of Copyrite.

7. CONFIDENTIALITY

- 7.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives and client data which are of a confidential nature ("**Confidential Information**") and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its officers, employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such Confidential Information to such of its officers, employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such officers, employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 7.2 In respect of Confidential Information of the Disclosing Party, and further to the general obligation of confidentiality as set out in clause 7.1, the parties agree as follows:
- (a) The Receiving Party shall not at any time whether during or after completion of the Services, unless expressly authorised in writing by the Disclosing Party, disclose to any person, exploit, or make use in any way whatsoever of any of the Confidential Information of the Disclosing Party;
 - (b) The Receiving Party shall give notice to the Disclosing Party of any unauthorised misuse, disclosure, theft or loss of the Disclosing Party's Confidential Information immediately upon becoming aware of the same; and
 - (c) The provisions of this clause 7 shall not apply to Confidential Information which:
 - (i) Is or comes into the public domain through no fault of the Receiving Party, or its officers, employees, agents or subcontractors;
 - (ii) Is lawfully received by the Receiving Party from a third party free of any obligation of confidence at the time of its disclosure;
 - (iii) Is evidenced by the Receiving Party as having been independently developed by the Receiving Party, without access to or use of the Confidential Information in question;
 - (iv) Is required by law, by court or governmental or regulatory order to be disclosed provided that the Receiving Party, where possible, notifies the Disclosing Party at the earliest opportunity before making any such disclosure.
- 7.3 This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Terms & Conditions shall limit or exclude Copyrite's liability for:
- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) Fraud or fraudulent misrepresentation; or
 - (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Subject to clause 8.1:
- (a) Copyrite shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract or arising out of or in connection with any misrepresentation made by the Customer or inaccurate information provided to Copyrite by the Customer; and
 - (b) Copyrite's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the related Services as detailed in the Schedules provided to the Customer in the 12 month period prior to date of the Customer's loss.
- 8.3 Except as set out in these Terms & Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 This clause 8 shall survive termination of the Contract.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) The other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of that party being notified in writing of the breach;
 - (b) The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (c) The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) The other party (being an individual) is the subject of a bankruptcy petition or order;
 - (f) A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
 - (g) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (h) A floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) Any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
 - (k) The other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (l) The other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 9.2 Without limiting its other rights or remedies, Copyrite may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the Due Date for payment.
- 9.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract in accordance with the provisions of the Schedules to these Terms & Conditions.
- 9.4 Without limiting its other rights or remedies, Copyrite shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and Copyrite if the Customer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(l), or Copyrite reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the Due Date for payment.
- 9.5 Without limiting its rights or remedies, Copyrite shall have the right to terminate the contract in the event that the Customer ceases active trading with Copyrite including circumstances where the Customer has not engaged Copyrite for any recurring transactions, whether such recurring transactions are due or pending, or circumstances where the Customer has a dormant account with Copyrite for a period of 90 days, such dormancy to be reasonably decided by Copyrite in its sole discretion. In the event that the Contract is terminated in accordance with this clause 9.5, the provisions of clause 10 shall apply.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) The Customer shall immediately pay to Copyrite all of Copyrite's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Copyrite shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) The Customer shall return all of Copyrite Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Copyrite may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- (e) The Customer acknowledges that any and all Customer data, whether stored in printed format by Copyrite or stored in digital format on Copyrite's servers or archived or backed-up on Copyrite's servers will be destroyed or deleted after 30 days of the date of termination of the Contract.

11. ANTI-BRIBERY

- 11.1 Each party shall comply with applicable anti-bribery legislation and regulations and each party shall use its reasonable endeavours to ensure that all officers, employees, agents or subcontractors of that party shall comply with applicable anti-bribery legislation and regulations.
- 11.2 Without limitation in respect of clause 11.1:
- (a) Neither party shall (directly or indirectly) offer or give or request, agree to receive or accept any bribe, other improper payment or advantage or bribe any UK or foreign public official in breach of applicable anti-bribery legislation or regulations; and
 - (b) Each party shall implement, maintain and enforce adequate procedures designed to prevent persons associated with that party engaging in conduct which contravenes the Bribery Act 2010.
- 11.3 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 11.
- 11.4 The expressions 'adequate procedures', 'associated with' and 'foreign public official' shall be construed in accordance with the Bribery Act 2010 and associated guidance.

12. GENERAL

12.1 Force majeure:

- (a) For the purposes of this Contract, "**Force Majeure Event**" means an event beyond the reasonable control of Copyrite including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Copyrite or any other party), failure of a utility service, third party communication service, third party IT service, communication network, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment, plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Copyrite shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Copyrite from providing any of the Services for more than 4 weeks, Copyrite shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

12.2 Assignment and subcontracting:

- (a) Copyrite may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of Copyrite, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

12.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

12.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.8 **Variation:** Except as set out in these General Terms & Conditions and Service Specific Terms & Conditions, any variation, including the introduction of any additional terms and conditions to the Contract, or amendments to the Customer's requirements, Deliverables or the Specification, shall only be binding when agreed in writing and signed by Copyrite. Copyrite may from time to time and without notice amend these General Terms & Conditions and Service Specific Terms & Conditions, and will do so by posting the new Terms & Conditions on the Copyrite website. Each and every amendment will be effective immediately and applies to all Services carried out for existing and future Customers.

12.9 **Professional regulation compliance:** In respect of professional regulation compliance:

- (a) Copyrite will allow the following to audit, obtain information from, and inspect the records (including electronic records) in relation to any Services supplied in accordance with these Terms & Conditions:
 - (i) A relevant regulator (including the appointed agent of a relevant regulator);
 - (ii) The Customer (including the appointed agent of the Customer);
 - (iii) For the avoidance of doubt, all costs incurred by Copyrite in respect of any inspections or compliance requested by the Customer or their professional body will be charged to the Customer.
- (b) Copyrite agrees with the Customer that it will provide Services in a manner that:
 - (i) Complies with any applicable legislation and/or regulations;
 - (ii) Is consistent with and complies with any equality and diversity legislation that may apply in Copyrite's jurisdiction;
 - (iii) Is consistent with and complies with any relevant anti-money laundering, counter terrorist financing, and anti-bribery legislation and/or regulations that apply in Copyrite's jurisdiction.

- (c) Copyrite agrees to ensure that its officers, employees, agents and subcontractors are made aware of and agree in writing to observe the obligations as set out in this clause 12.9.
- (d) This clause 12.9 shall survive termination of the Contract.

12.10 Step-in rights: In respect of step-in rights:

- (a) In this clause 12.10, "**Trigger Event**" shall mean any of the following:
 - (i) If Copyrite commits a Regulatory Breach or engages in an act or omission that, if unremedied, would result in a Regulatory Breach;
 - (ii) If Copyrite fails to supply the Services in 3 consecutive months;
 - (iii) If, in the Customer's reasonable opinion, Copyrite is unable or unwilling to provide any Services, or there is a real risk of degradation to the Services due to any breach by Copyrite of its obligations under the Contract.
- (b) If a Trigger Event occurs, the Customer shall be entitled, upon giving Copyrite (where practicable) not less than 10 Business Days' written notice providing details of the Trigger Event and the Customer's proposed action in response (including the Customer's proposed timetable for the same), to do any one or more of the following:
 - (i) Assume performance of the Services or any part of them;
 - (ii) Appoint another supplier to assume performance of the Services or any part of them itself.
- (c) Copyrite shall provide reasonable assistance and information to the Customer to enable them to exercise the step-in rights, analyse the cause of and (if possible) resolve the relevant Trigger Event, minimise disruption and degradation to the Services and to restore the Services either to Copyrite or, if the Contract is ultimately terminated, to the Customer or a replacement service provider.
- (d) For any period during which Copyrite is not performing the Services by reason of the Customer exercising its step-in rights under this clause 12.10, the Charges for those Services that Copyrite is not performing shall not be payable by the Customer to Copyrite.
- (e) Copyrite shall not be liable for any loss or damage to the extent caused by any act or omission of any other person in the course of the Customer exercising step-in rights.
- (f) The Customer shall be entitled to exercise step-in rights until such time as the Customer is satisfied (acting reasonably) that the Trigger Event giving rise to the step-in rights has been remedied (to the extent that it is capable of remedy), and:
 - (i) Where the Trigger Event resulted from a breach or default by Copyrite of its obligations under the Contract, Copyrite has implemented appropriate systems and/or procedures to prevent a recurrence; and
 - (ii) Copyrite is capable of resuming performance of the relevant Services; and
 - (iii) The Customer shall be entitled to terminate this Agreement or the affected Services on not less than 90 days' written notice to Copyrite.

12.11 Non-solicitation: If prior to the Commencement Date or during the supply of the Services, the Customer wishes to engage an officer, employee, agent or subcontractor of Copyrite directly or through a third party, the Customer acknowledges that Copyrite reserves the rights to charge the Customer a fee in connection with the engagement. Further and/or in the alternative, the parties may agree an extension to the Term (as defined in the Schedules to these Terms & Conditions) of the Contract, at the end of which Copyrite's officer, employee, agent or subcontractor may be engaged directly by the Customer or through a third party without further charge to the Customer. In addition to the foregoing, Copyrite will be entitled to charge a fee to the Customer if the Customer introduces Copyrite's officer, employee, agent or subcontractor to a third party who subsequently engages Copyrite's officer, employee, agent or subcontractor within a period of twelve months from date on which the Contract is terminated.

12.12 Data protection: The parties shall observe and comply with the relevant obligations of the Data Protection Act 1998 or any re-enactment thereof.

12.13 Complaints and dispute resolution procedure: Copyrite is committed to providing the highest standard of customer service to Customers. In the unlikely event of a Customer complaint, Copyrite will ensure the Customer complaint is dealt with quickly and fairly, and in accordance with the following:

- (a) A Customer complaint can be raised:
 - (i) Via the form available on the Copyrite website;
 - (ii) Via Telephone by calling Copyrite on 01202 848866 and speaking to the Customer's account manager;
 - (iii) Via e-mail to the Customer's account manager;
 - (iv) In writing at Copyrite's address as set out above.
- (b) A Customer complaint must include the Customer's account number and detail of the circumstances of the complaint.
- (c) Copyrite will investigate all Customer complaints promptly upon receipt.
- (d) If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("**Dispute**"), or in connection with any Customer complaint, the parties shall follow the procedure set out in this clause 12.13:
 - (i) Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Manager of Copyrite and the Customer shall attempt in good faith to resolve the Dispute;
 - (ii) If the Manager of Copyrite and the Customer are for any reason unable to resolve the Dispute within 30 Business Days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of Copyrite who shall attempt in good faith to resolve it with the Customer; and
 - (iii) If the Managing Director of Copyrite and the Customer are for any reason unable to resolve the Dispute within 30 Business Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 Business Days after the date of the ADR notice.
- (e) No party may commence any court proceedings in relation to the whole or part of the Dispute until 30 Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

- (f) If the Dispute is not resolved within 30 Business Days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 Business Days, or the mediation terminates before the expiration of the said period of 30 Business Days, the Dispute shall be finally resolved by the courts of England and Wales.

12.14 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Copyright Business Solutions

Copyrite Business Solutions Limited

Document Scanning Service Terms & Conditions

1. Definitions

- 1.1 In addition to the definitions contained in General Terms & Conditions, the following definitions apply in respect of the Document Scanning Services:

1.1.1	"Documents"	Mean the documents that are provided to Copyrite by the Customer which shall be scanned by Copyrite in accordance with the Deliverables;
1.1.2	"Document Scanning Services"	Means the Services as described in the Deliverables;
1.1.3	"Term"	Means the duration of the of the Scanning Services as described in the Deliverables ;
1.1.4	"Data"	Means the documents being electronic, .pdf, written or printed.

2. Copyrite Warranties

- 2.1 In addition to clause 3 of the General Terms & Conditions, Copyrite warrants to the Customer that:
- 2.1.1 It will use its reasonable endeavours to supply the Scanning Services in accordance with the Deliverables.
 - 2.1.2 In the event of any deficiency in the supply of the Document Scanning Services, Copyrite shall take all reasonable steps to remedy such deficiency
 - 2.1.3 Copyrite shall supply the Document Scanning Services for the Term; and
 - 2.1.4 Copyrite shall supply the Document Scanning Services promptly, efficiently and professionally using its own skills and expertise in good faith and with proper care.
- 2.2 For the avoidance of doubt, Copyrite does not warrant that it shall carry out the Document Scanning Services to any level of service that is not detailed in the Deliverables, and Copyrite is not liable to the Customer for any loss of profit or any indirect or consequential loss in respect of any level of service not detailed in the Deliverables.
- 2.3 Copyrite warrants that it shall use all reasonable endeavours to ensure the security of the Customer Documents or Data whilst in transit between the Customer's Premises and Copyrite's Premises or being taken for disposal.
- 2.4 Copyrite warrants that it shall use all reasonable endeavours to ensure the security of the Customer Documents or Data whilst at Copyrite's Premises.
- 2.5 Copyrite warrants that it will securely retain a copy of Customer Data until agreed return or disposal of the Customer Documents to a maximum of 1 year.

3. Customer Warranties

- 3.1 In addition to clause 4 of the General Terms & Conditions, the Customer warrants to Copyrite that:
- 3.1.1 By entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligations which it owes to any third party;
 - 3.1.2 It has received and approved the Specification in respect of the Document Scanning Services;
 - 3.1.3 It retains responsibility for implementing safeguards to the Customer's data, including the implementation of back-up systems;
 - 3.1.4 It will adhere to the provisions of clause 4.1(c) and clause 4.1(e) of the Terms & Conditions, and provide Copyrite with full and safe access to any and all equipment necessary for Copyrite to supply the Document Scanning Services;
 - 3.1.5 Ensure that any officers, employees, agents or subcontractors of Copyrite that are required to work on the Customer's premises are afforded a safe working environment in accordance with the Health & Safety at Work Act 1974; and
 - 3.1.6 The Customer has retained copies of all Customer Documents and Data.

4. Limitation of Liability

- 4.1 In addition to clause 8 of the General Terms & Conditions, Copyrite shall have no liability to the Customer in respect of:
- 4.1.1 Any additional Services or other repairs required as a result of loss or damage, including loss or damage caused to the Customer's data, caused by the Customer or its officers, employees, agents or subcontractors, arising as a result of negligence or misuse of the Scanning Services;
 - 4.1.2 Any losses, damages, costs and or expenses incurred or suffered by the Customer as a result of actions undertaken by the Customer in connection with the Document Scanning Services without the prior written consent of Copyrite; or
 - 4.1.3 Any failure to perform or delay in performing any of Copyrite's obligations under the Contract, if such failure or delay is due to any cause beyond Copyrite's reasonable control;
 - 4.1.4 Any loss of profit, or any indirect or consequential loss arising out of or in connection with:
 - 4.1.4.1 Factors outside of Copyrite's reasonable control;
 - 4.1.4.2 The Customer's actions or omissions (including, without limitation, breach of the Customers obligations set out in the Terms & Conditions) or those of any third parties;
 - 4.1.4.3 Interruptions to the Document Scanning Services requested by the Customer;
 - 4.1.4.4 Any loss of the Customer's Documents beyond the reasonable control of Copyrite;
 - 4.1.4.5 Any Regulatory Breach in connection with the loss of the Customer's Documents or Data, where such loss of the Customer's Documents or Data is beyond the reasonable control of Copyrite; or

4.1.4.6 Any cyber or Data breach or the unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject and/or Customer or any unauthorised acquisition, access, use or disclosure of personal data which obliges the Customer under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.

4.1.5 For the avoidance of doubt, the Customer agrees that the Customer's Documents do not hold any commercial value whilst in transit between the Customer's premises and Copyrite's premises and any other destination or while on Copyrite's premises. The Customer agrees that the Customer shall not be entitled to any compensation for the loss of the Customer's Documents whilst in transit or at Copyrite's premises.

4.1.5.1 Whatever the number and/or nature and/or basis of Customer claims, Copyrite's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms & Conditions) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the Services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

5. Document Scanning Services

5.1 The Document Scanning Services include the following:

5.1.1 The collection of the Customer's Documents, which may include the Customer's data, from the Customer's premises.

5.1.2 The transfer of the Customer's Documents to a digital format as required by the Customer and in accordance with the Deliverables;

5.1.3 The transfer of the Customer's Documents, which may include the Customer's data, to the Customer's premises.

5.1.4 The secure disposal of the Customer's Documents, which may include the Customer's data, by Copyrite or by a 3rd party contractor.

6. Termination

6.1 In respect of the termination of the Document Scanning Services:

6.1.1 Copyrite reserves the right to terminate the supply of the Document Scanning Services at any time. In the event that Copyrite terminates the supply of the Document Scanning Services in accordance with this clause 6.1.1 of the Schedule, the Customer will be entitled to a refund of the Charges for which the Customer has made payment in advance. For the avoidance of doubt, in the event that Copyrite terminates the Contract in accordance with clause 9.1(a) of the Terms & Conditions, the Customer will not be entitled to a refund of the Charges.

6.1.2 The Customer may terminate the supply of the Document Scanning Services at any time prior to the collection of the Customer's Documents by giving written notice to Copyrite.

7. Support Services

7.1 Copyrite shall use reasonable efforts to provide the following support Services between the hours of 08:45 and 17:30 on Business Days:

7.1.1 Copyrite shall endeavour to assist in the location of any important Documents pre & post scanning, however due to the nature of the Document Scanning Services and the large quantity of documents involved, this is not always possible. The charge for this is detailed in the Charges.

Copyrite Business Solutions Limited

SaaS Worldoxcloud.uk - Terms & Conditions

1. Definitions

- 1.1 In addition to the definitions contained in General Terms & Conditions, the following definitions apply in respect of the SaaS Worldoxcloud.uk Services:

1.1.1	"SaaS Worldoxcloud.uk Services"	Means the Services as described in the Deliverables;
1.1.2	"Term"	Means the duration of the of SaaS Worldoxcloud.uk Services as set out in the Deliverables.
1.1.3	"Data"	Means the documents being electronic, .pdf, written or printed.

2. Copyrite Warranties

- 2.1 In addition to clause 3 of the General Terms & Conditions, Copyrite warrants to the Customer that:
- 2.1.1 It will use its reasonable endeavours to supply the SaaS Worldoxcloud.uk Services in accordance with the Deliverables.
 - 2.1.2 In the event of any deficiency in the supply of the SaaS Worldoxcloud.uk Services, Copyrite shall take all reasonable steps to remedy such deficiency within 10 Business Days.
 - 2.1.3 Copyrite shall supply the SaaS Worldoxcloud.uk Services for the Term; and
 - 2.1.4 Copyrite shall supply the SaaS Worldoxcloud.uk Services promptly, efficiently and professionally using its own skills and expertise in good faith and with proper care.
- 2.2 For the avoidance of doubt, Copyrite does not warrant that it shall carry out the SaaS Worldoxcloud.uk Services to any level of service that is not detailed in the Deliverables, and Copyrite is not liable to the Customer for any loss of profit or any indirect or consequential loss in respect of any level of service not detailed in the Deliverables.

3. Customer Warranties

- 3.1 In addition to clause 4 of the General Terms & Conditions, the Customer warrants to Copyrite that:
- 3.1.1 By entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligations which it owes to any third party;
 - 3.1.2 It has received and approved the Specification in respect of the SaaS Worldoxcloud.uk Services;
 - 3.1.3 It retains responsibility for implementing safeguards to the Customer's data, including the implementation of back-up systems;
 - 3.1.4 It will adhere to the provisions of clause 4.1(c) and clause 4.1(e) of the Terms & Conditions, and provide Copyrite with full and safe access to any and all equipment necessary for Copyrite to supply the SaaS Worldoxcloud.uk Services; and
 - 3.1.5 Ensure that any officers, employees, agents or subcontractors of Copyrite that are required to work on the Customer's premises are afforded a safe working environment in accordance with the Health & Safety at Work Act 1974.

4. Limitation of Liability

- 4.1 In addition to clause 8 of the General Terms & Conditions, Copyrite shall have no liability to the Customer in respect of:
- 4.1.1 Any additional Services or other repairs required as a result of loss or damage, including loss or damage caused to the Customer's data, caused by the Customer or its officers, employees, agents or subcontractors, arising as a result of negligence or misuse of the SaaS Worldoxcloud.uk Services;
 - 4.1.2 Any losses, damages, costs and or expenses incurred or suffered by the Customer as a result of actions undertaken by the Customer in connection with the SaaS Worldoxcloud.uk Services without the prior written consent of Copyrite; or
 - 4.1.3 Any failure to perform or delay in performing any of Copyrite's obligations under the Contract, if such failure or delay is due to any cause beyond Copyrite's reasonable control;
 - 4.1.4 Any loss of profit, or any indirect or consequential loss arising out of or in connection with:
 - 4.1.4.1 Interruptions to the flow of data to or from the internet;
 - 4.1.4.2 Changes, updates or repairs to the network or software which it uses as a platform to provide the SaaS Worldoxcloud.uk Services;
 - 4.1.4.3 The effects of the failure or interruption of SaaS Worldoxcloud.uk Services provided by third parties or the failure of any disaster recovery protocols;
 - 4.1.4.4 Factors outside of Copyrite's reasonable control;
 - 4.1.4.5 The Customer's actions or omissions (including, without limitation, breach of the Customers obligations set out in the Terms & Conditions) or those of any third parties;
 - 4.1.4.6 Problems arising in connection with the Customer's equipment and/or problems arising in connection with third party equipment and/or any software conflicts; or
 - 4.1.4.7 Interruptions to the SaaS Worldoxcloud.uk Services requested by the Customer.
 - 4.1.4.8 Any cyber or Data breach or the unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject and/or Customer or any unauthorised acquisition, access, use or disclosure of personal data which obliges the Customer under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.

- 4.1.5 For the avoidance of doubt, the customer agrees that whatever the number and/or nature and/or basis of Customer claims, Copyrite's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms & Conditions) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the Services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

5. SaaS Worldoxcloud.uk Services

- 5.1 The SaaS Worldoxcloud.uk Services include the installation and use of the software required for using the SaaS Worldoxcloud.uk Services.
- 5.2 The SaaS Worldoxcloud.uk Services provides subscribed users with working version of the Worldoxcloud.uk software.
- 5.3 The Worldoxcloud.uk software shall be disabled where a subscribed user fails to pay the applicable subscription fee.
- 5.4 Support in connection with individual applications will be serviced by the licence provider and, for the avoidance of doubt, not by Copyrite. For example, Microsoft Office 2013 support queries will be managed by Microsoft or via a separate IT or software support agreement.
- 5.5 Copyrite grants the Customer a non-exclusive, non-transferable licence to use the Worldoxcloud.uk software for the Term solely in connection with the use of the SaaS Worldoxcloud.uk Services.
- 5.6 All Intellectual Property Rights arising out of or in connection with the Worldoxcloud.uk software, the SaaS Worldoxcloud.uk Services, and any associated documentation made available to the Customer during the Term shall remain the property of Copyrite or its licensors as applicable.
- 5.7 **Minimum system requirements:** The SaaS Worldoxcloud.uk Services require the Customer to adhere to the following in respect of minimum system requirements:
- 5.7.1 The minimum system requirements set out below must be satisfied for the Worldoxcloud.uk software to operate.
- 5.7.2 Customer equipment, including hardware, operating systems or browsers, with specifications less than the minimum system requirements are not supported as part of the SaaS Worldoxcloud.uk Services and, solely at the Customer's risk, may not satisfactorily accommodate the Worldoxcloud.uk software.
- 5.7.3 Copyrite shall notify the Customer of any changes in supported hardware, operating systems, or browsers at least 2 months prior to discontinuing any support in connection with the SaaS Worldoxcloud.uk Services.
- 5.7.4 The following table sets out the current minimum system requirements which may be updated from time to time and will be made available on request to Copyrite:

Item	Minimum
Operating System:	Windows 7/Windows 8.1/Windows 10
Processor:	Intel i-Series (or equivalent)
Memory:	4GB – 8GB
Microsoft Office Software:	2007/2010/2013/2016
Internet Bandwidth:	2mb ps + 512KB per user

- 5.8 **Broadband:** In order to use the SaaS Worldoxcloud.uk Services, it is the Customer's responsibility to procure at its cost a broadband connection providing a minimum internet bandwidth as set out in clause 5.7.4 of the Schedule. In respect of this the Customer acknowledges the following:
- 5.8.1 That the performance of the Worldoxcloud.uk software is dependent on the specification and availability of the Customer's broadband service to which the Customer is connected; and
- 5.8.2 Copyrite does not assume any liability or responsibility for the Customer's broadband service and Copyrite is not responsible for the Customer's internet connectivity. The minimum system requirements in respect of internet bandwidth as set out in clause 5.7.4 of the Schedule is an estimate only. For the avoidance of doubt, other factors may affect user experience, including the uploading of large scanned files. The SaaS Worldoxcloud.uk Services is an online cloud service, and sufficient internet connectivity will determine user experience. Copyrite strongly recommends the Customer undertakes sufficient testing at the Customer's premises prior to uploading any Customer data using the Worldoxcloud.uk software.
- 5.9 Copyrite will schedule regular afterhours maintenance to apply product updates and patches during which the SaaS Worldoxcloud.uk Service will be unavailable for use by the Customer. Copyrite will use reasonable endeavours to minimize the duration of any maintenance. The Customer will be notified of any maintenance in advance. For the avoidance of doubt:
- 5.9.1 Afterhours maintenance shall occur, where necessary, between the hours of 19:00 and 07:00
- 5.9.2 The SaaS Worldoxcloud.uk Service shall be available for use by the Customer at all such other times as can reasonably be expected in consideration of the nature of the SaaS Worldoxcloud.uk Service.

6. Termination

- 6.1 In respect of the termination of the SaaS Worldoxcloud.uk Services:
- 6.1.1 Copyrite reserves the right to terminate the supply of the SaaS Worldoxcloud.uk Services at any time by giving the Customer 30 Business Days' written notice. In the event that Copyrite terminates the supply of the SaaS Worldoxcloud.uk Services in accordance with this clause 6.1.1 of the Schedule, the Customer will be entitled to a pro rata refund of the Charges based upon any remaining period for which the Customer has made payment. For the avoidance of doubt, in the event that Copyrite terminates the Contract in accordance with clause 9.1(a) of the Terms & Conditions, the Customer will not be entitled to a refund of the Charges.
- 6.1.2 The Customer may terminate the supply of the SaaS Worldoxcloud.uk Services at any time by giving 90 days' written notice to Copyrite prior to the expiration of the Term. For the avoidance of doubt, in the event that the Customer does not provide 90 days' written notice to Copyrite prior to the expiration of the Term, the Term shall automatically renew for a further Term equal in length to the expiring Term.

7. Support Services

- 7.1 Copyrite shall use reasonable efforts to provide the following support Services between the hours of 08:45 and 17:30 on Business Days:
- 7.1.1 Provide initial online Worldoxcloud.uk software orientation. Additional onsite training time and custom Worldoxcloud.uk software configuration may be purchased by the Customer.
 - 7.1.2 Enable standard telephone and e-mail support to the designated contact, designated by the Customer in writing. Additional telephone and e-mail support for user contacts may be purchased by the Customer. For the avoidance of doubt, all support enquiries to World Software must be made by a designated user contact.
 - 7.1.3 Provide product updates and new releases, but, for the avoidance of doubt, not new versions, that World Software, at its discretion, makes generally commercially available without additional charge.

Copyright Business Solutions

Copyrite Business Solutions Limited

On-Premises Worldox Software & Services - Terms & Conditions

1. Definitions

- 1.1 In addition to the definitions contained in General Terms & Conditions, the following definitions apply in respect of the On-Premises Worldox Software & Services Services:

1.1.1	"On-Premises Worldox Software & Services"	Means the Services as described in the Deliverables;
1.1.2	"Worldox Software"	Means the software supplied by World Software Corporation, Glen Rock, New Jersey
1.1.4	"Term"	Means the duration of the of On-Premises Worldox Software & Services as set out in the Deliverables.
1.1.5	"Data"	Means the documents being electronic, .pdf, written or printed.

2. Copyrite Warranties

- 2.1 In addition to clause 3 of the General Terms & Conditions, Copyrite warrants to the Customer that:
- 2.1.1 It will use its reasonable endeavours to supply the On-Premises Worldox Software & Services in accordance with the Deliverables.
 - 2.1.2 In the event of any deficiency in the supply of the On-Premises Worldox Software & Services, Copyrite shall take all reasonable steps to remedy such deficiency.
 - 2.1.3 Copyrite shall supply the On-Premises Worldox Software & Services for the Term; and
 - 2.1.4 Copyrite shall supply the On-Premises Worldox Software & Services promptly, efficiently and professionally using its own skills and expertise in good faith and with proper care.
- 2.2 For the avoidance of doubt, Copyrite does not warrant that it shall carry out the On-Premises Worldox Software & Services to any level of service that is not detailed in the Deliverables, and Copyrite is not liable to the Customer for any loss of profit or any indirect or consequential loss in respect of any level of service not detailed in the Deliverables.

3. Customer Warranties

- 3.1 In addition to clause 4 of the General Terms & Conditions, the Customer warrants to Copyrite that:
- 3.1.1 By entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligations which it owes to any third party;
 - 3.1.2 It has received and approved the Specification in respect of the On-Premises Worldox Software & Services;
 - 3.1.3 It retains responsibility for implementing safeguards to the Customer's data, including the implementation of back-up systems;
 - 3.1.4 It will adhere to the provisions of clause 4.1(c) and clause 4.1(e) of the Terms & Conditions, and provide Copyrite with full and safe access to any and all equipment necessary for Copyrite to supply the On-Premises Worldox Software & Services; and
 - 3.1.5 Ensure that any officers, employees, agents or subcontractors of Copyrite that are required to work on the Customer's premises are afforded a safe working environment in accordance with the Health & Safety at Work Act 1974.

4. Limitation of Liability

- 4.1 In addition to clause 8 of the General Terms & Conditions, Copyrite shall have no liability to the Customer in respect of:
- 4.1.1 Any additional Services or other repairs required as a result of loss or damage, including loss or damage caused to the Customer's data, caused by the Customer or its officers, employees, agents or subcontractors, arising as a result of negligence or misuse of the On-Premises Worldox Software & Services;
 - 4.1.2 Any losses, damages, costs and or expenses incurred or suffered by the Customer as a result of actions undertaken by the Customer in connection with the On-Premises Worldox Software & Services without the prior written consent of Copyrite; or
 - 4.1.3 Any failure to perform or delay in performing any of Copyrite's obligations under the Contract, if such failure or delay is due to any cause beyond Copyrite's reasonable control;
 - 4.1.4 Any loss of profit, or any indirect or consequential loss arising out of or in connection with:
 - 4.1.4.1 Interruptions to the flow of data to or from the internet;
 - 4.1.4.2 Factors outside of Copyrite's reasonable control;
 - 4.1.4.3 The Customer's actions or omissions (including, without limitation, breach of the Customers obligations set out in the Terms & Conditions) or those of any third parties;
 - 4.1.4.4 Problems arising in connection with the Customer's equipment and/or problems arising in connection with third party equipment and/or any software conflicts; or
 - 4.1.4.5 Interruptions to the On-Premises Worldox Services requested by the Customer.
 - 4.1.4.6 Any cyber or Data breach or the unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject and/or Customer or any unauthorised acquisition, access, use or disclosure of personal data which obliges the Customer under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.

- 4.1.5 For the avoidance of doubt, the customer agrees that whatever the number and/or nature and/or basis of Customer claims, Copyrite's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms & Conditions) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the Services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

5. On-Premises Worldox Software & Services

- 5.1 The On-Premises Worldox Software & Services include ongoing support in connection with the use of the software required for using the Worldox Software.
- 5.2 Support in connection with individual applications will be serviced by the licence provider, for example, Microsoft Office 2013 support queries will be managed by Microsoft or via a separate IT or software support agreement.
- 5.3 **Broadband:** In order to support the Worldox Software, it is the Customer's responsibility to procure at its cost a broadband connection providing a minimum internet bandwidth (currently 4mbps). In respect of this the Customer acknowledges the following:
- 5.3.1 Copyrite does not assume any liability or responsibility for the Customer's broadband service and Copyrite is not responsible for the Customer's internet connectivity. The minimum system requirements in respect of internet bandwidth as set out in the Schedule and is an estimate only. For the avoidance of doubt, other factors may affect user experience, including the uploading of large scanned files. Copyrite strongly recommends the Customer undertakes sufficient testing at the Customer's premises.

6. Termination

- 6.1 In respect of the termination of the On-Premises Worldox Software & Services:
- 6.1.1 Copyrite reserves the right to terminate the supply of the On-Premises Worldox Software & Services at any time by giving the Customer 30 Business Days' written notice. In the event that Copyrite terminates the supply of the On-Premises Worldox Software & Services in accordance with this clause 6.1.1 of the Schedule, the Customer will be entitled to a pro rata refund of the Charges based upon any remaining period for which the Customer has made payment. For the avoidance of doubt, in the event that Copyrite terminates the Contract in accordance with clause 9.1(a) of the Terms & Conditions, the Customer will not be entitled to a refund of the Charges.
- 6.1.2 The Customer may terminate the support agreement in respect of the On-Premises Worldox Software & Services at any time by giving 90 days' written notice to Copyrite prior to the expiration of the Term. For the avoidance of doubt, in the event that the Customer does not provide 90 days' written notice to Copyrite prior to the expiration of the Term, the Term shall automatically renew for a further Term equal in length to the expiring Term

7. Support Services

- 7.1 Copyrite shall use reasonable efforts to provide the following support Services between the hours of 08:45 and 17:30 on Business Days:
- 7.1.1 Provide software support as set out in the Deliverables.
- 7.1.2 Enable standard telephone and e-mail support for a user contact, designated by the Customer in writing as set out in the Deliverables. For the avoidance of doubt, all support enquiries to Copyrite must be made by a designated user contact.
- 7.1.3 Provide product updates and new releases, but, for the avoidance of doubt, not new versions, that World Software, at its discretion, makes generally commercially available without additional charge.

Copyrite Business Solutions Limited

IT Support - Terms & Conditions

1. Definitions

1.1 In addition to the definitions contained in General Terms & Conditions, the following definitions apply in respect of the IT Support Services:

1.1.1	"IT Support Services"	Means the Services as described in the Deliverables;
1.1.2	"Term"	Means the duration of the IT Support Services as set out in the Deliverables;
1.1.3	"Time Plan"	Means the method of payment whereby the Customer may purchase a number of days in which the IT Support Services will be carried out by Copyrite and as detailed in the Charges.
1.1.4	"Data"	Means the documents being electronic, .pdf, written or printed.

2. Copyrite Warranties

2.1 In addition to clause 3 of the General Terms & Conditions, Copyrite warrants to the Customer that:

- 2.1.1 It will use its reasonable endeavours to supply the IT Support Services in accordance with the Deliverables.
- 2.1.2 In the event of any deficiency in the supply of the IT Support Services, Copyrite shall take all reasonable steps to remedy such deficiency.
- 2.1.3 Copyrite shall supply the IT Support Services for the Term; and
- 2.1.4 Copyrite shall supply the IT Support Services promptly, efficiently and professionally using its own skills and expertise in good faith and with proper care.

2.2 For the avoidance of doubt, Copyrite does not warrant that it shall carry out the IT Support Services to any level of service that is not detailed in the Deliverables, and Copyrite is not liable to the Customer for any loss of profit or any indirect or consequential loss in respect of any level of service not detailed in the Deliverables.

3. Customer Warranties

3.1 In addition to clause 4 of the General Terms & Conditions, the Customer warrants to Copyrite that:

- 3.1.1 By entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligations which it owes to any third party;
- 3.1.2 It has received and approved the Specification in respect of the IT Support Services;
- 3.1.3 It retains responsibility for implementing safeguards to the Customer's data, including the implementation of back-up systems;
- 3.1.4 It will adhere to the provisions of clause 4.1(c) and clause 4.1(e) of the Terms & Conditions, and provide Copyrite with full and safe access to any and all equipment necessary for Copyrite to supply the IT Support Services; and
- 3.1.5 Ensure that any officers, employees, agents or subcontractors of Copyrite that are required to work on the Customer's premises are afforded a safe working environment in accordance with the Health & Safety at Work Act 1974.

4. Limitation of Liability

4.1 In addition to clause 8 of the General Terms & Conditions, Copyrite shall have no liability to the Customer in respect of:

- 4.1.1 Any additional Services or other repairs required as a result of loss or damage, including loss or damage caused to the Customer's data, caused by the Customer or its officers, employees, agents or subcontractors, arising as a result of negligence or misuse of the IT Support Services;
- 4.1.2 Any losses, damages, costs and or expenses incurred or suffered by the Customer as a result of actions undertaken by the Customer in connection with the IT Support Services without the prior written consent of Copyrite; or
- 4.1.3 Any failure to perform or delay in performing any of Copyrite's obligations under the Contract, if such failure or delay is due to any cause beyond Copyrite's reasonable control;
- 4.1.4 Any loss of profit, or any indirect or consequential loss arising out of or in connection with:
 - 4.1.4.1 Interruptions to the flow of data to or from the internet;
 - 4.1.4.2 Factors outside of Copyrite's reasonable control;
 - 4.1.4.3 The Customer's actions or omissions (including, without limitation, breach of the Customers obligations set out in the Terms & Conditions) or those of any third parties;
 - 4.1.4.4 Problems arising in connection with the Customer's equipment and/or problems arising in connection with third party equipment and/or any software conflicts; or
 - 4.1.4.5 Interruptions to the IT Support Services requested by the Customer.
 - 4.1.4.6 Any cyber or Data breach or the unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject and/or Customer or any unauthorised acquisition, access, use or disclosure of personal data which obliges the Customer under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
- 4.1.5 For the avoidance of doubt, the customer agrees that whatever the number and/or nature and/or basis of Customer claims, Copyrite's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms & Conditions) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the Services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

5. IT Support Services

- 5.1 The IT Support Services include ongoing support in connection with the following:
- 5.1.1
 - 5.2 Where the Customer has purchased the Time Plan, the following provisions shall apply:
 - 5.2.1 The Customer shall be entitled to receive the IT Support Services for the number of hours as set out in the Charges during the Term;
 - 5.2.2 The Customer's requirements in respect of the IT Support Services for the number of hours as set out in the Charges shall be reviewed by Copyrite on a [monthly/quarterly] basis.

6. Termination

- 6.1 In respect of the termination of the IT Support Services:
- 6.1.1 Copyrite reserves the right to terminate the supply of the IT Support Services at any time by giving the Customer [20] Business Days' written notice. In the event that Copyrite terminates the supply of the IT Support Services in accordance with this clause 6.1.1 of the Schedule, the Customer will be entitled to a pro rata refund of the Charges based upon any remaining period for which the Customer has made payment. For the avoidance of doubt, in the event that Copyrite terminates the Contract in accordance with clause 9.1(a) of the Terms & Conditions, the Customer will not be entitled to a refund of the Charges.
 - 6.1.2 The Customer may terminate the supply of the IT Support Services at any time by giving [90] [days'/Business Days'] written notice to Copyrite prior to the expiration of the Term. For the avoidance of doubt, in the event that the Customer does not provide [90] [days'/Business Days'] written notice to Copyrite prior to the expiration of the Term, the Term shall automatically renew for a further Term equal in length to the expiring Term.

7. Support Services

- 7.1 Copyrite shall use reasonable efforts to provide the support Services between the hours of 08:45 and 17:30 on Business Days

Copyrite Business Solutions Limited

Software Support - Terms & Conditions

1. Definitions

- 1.1 In addition to the definitions contained in General Terms & Conditions, the following definitions apply in respect of the Software Support Services:

1.1.1	"Software Support Services"	Means the Services as described in the Deliverables;
1.1.2	"Term"	Means the duration of the of Software Support Services as set out in the Deliverables.
1.1.3	"Data"	Means the documents being electronic, .pdf, written or printed.

2. Copyrite Warranties

- 2.1 In addition to clause 3 of the General Terms & Conditions, Copyrite warrants to the Customer that:
- 2.1.1 It will use its reasonable endeavours to supply the Software Support Services in accordance with the Deliverables.
 - 2.1.2 In the event of any deficiency in the supply of the Software Support Services, Copyrite shall take all reasonable steps to remedy such deficiency.
 - 2.1.3 Copyrite shall supply the Software Support Services for the Term; and
 - 2.1.4 Copyrite shall supply the Software Support Services promptly, efficiently and professionally using its own skills and expertise in good faith and with proper care.
- 2.2 For the avoidance of doubt, Copyrite does not warrant that it shall carry out the Software Support Services to any level of service that is not detailed in the Deliverables, and Copyrite is not liable to the Customer for any loss of profit or any indirect or consequential loss in respect of any level of service not detailed in the Deliverables.

3. Customer Warranties

- 3.1 In addition to clause 4 of the General Terms & Conditions, the Customer warrants to Copyrite that:
- 3.1.1 By entering into and performing its obligations under the Agreement it will not thereby be in breach of any obligations which it owes to any third party;
 - 3.1.2 It has received and approved the Specification in respect of the Software Support Services;
 - 3.1.3 It retains responsibility for implementing safeguards to the Customer's data, including the implementation of back-up systems;
 - 3.1.4 It will adhere to the provisions of clause 4.1(c) and clause 4.1(e) of the Terms & Conditions, and provide Copyrite with full and safe access to any and all equipment necessary for Copyrite to supply the Software Support Services; and
 - 3.1.5 Ensure that any officers, employees, agents or subcontractors of Copyrite that are required to work on the Customer's premises are afforded a safe working environment in accordance with the Health & Safety at Work Act 1974.

4. Limitation of Liability

- 4.1 In addition to clause 8 of the General Terms & Conditions, Copyrite shall have no liability to the Customer in respect of:
- 4.1.1 Any additional Services or other repairs required as a result of loss or damage, including loss or damage caused to the Customer's data, caused by the Customer or its officers, employees, agents or subcontractors, arising as a result of negligence or misuse of the Software Support Services;
 - 4.1.2 Any losses, damages, costs and or expenses incurred or suffered by the Customer as a result of actions undertaken by the Customer in connection with the Software Support Services without the prior written consent of Copyrite; or
 - 4.1.3 Any failure to perform or delay in performing any of Copyrite's obligations under the Contract, if such failure or delay is due to any cause beyond Copyrite's reasonable control;
 - 4.1.4 Any loss of profit, or any indirect or consequential loss arising out of or in connection with:
 - 4.1.4.1 Interruptions to the flow of data to or from the internet;
 - 4.1.4.2 Factors outside of Copyrite's reasonable control;
 - 4.1.4.3 The Customer's actions or omissions (including, without limitation, breach of the Customers obligations set out in the Terms & Conditions) or those of any third parties;
 - 4.1.4.4 Problems arising in connection with the Customer's equipment and/or problems arising in connection with third party equipment and/or any software conflicts; or
 - 4.1.4.5 Interruptions to the Software Support Services requested by the Customer.
 - 4.1.4.6 Any cyber or Data breach or the unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject and/or Customer or any unauthorised acquisition, access, use or disclosure of personal data which obliges the Customer under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
 - 4.1.5 For the avoidance of doubt, the customer agrees that whatever the number and/or nature and/or basis of Customer claims, Copyrite's maximum aggregate liability to the Customer under or in connection with the Contract in respect of any direct loss (or any other loss to the extent that such loss is not excluded by other provisions in these Terms & Conditions) whether such claim arises in contract or in tort shall not exceed a sum equal to the fees paid by the Customer for the Services in relation to which the Customer's claim arises during the 12 month period prior to such claim.

5. Software Support Services

- 5.1 Copyrite shall use reasonable efforts to provide the Software Support Services between the hours of 08:45 and 17:30 on Business Days.
- 5.2 The Software Support Services include ongoing support in connection with the following:
- 5.2.1 Software as detailed in this Schedule;
 - 5.2.2 For the avoidance of doubt, the ongoing support is continuous. If renewal is required or requested after any expiry date, it will be renewed from the expiry date, not the date on which the Customer notifies or requests to Copyrite.
- 5.3 In accordance with clause 5.1, Copyrite shall use reasonable efforts to provide the following support Services between the hours of 08:45 and 17:30 on Business Days:
- 5.3.1 Copyrite acts as a reseller for all the Software and acts as an intermediary between the Customer and the Software Manufacturer or Distributor. This reseller service may also be referred to as Software Assurance or Upgrade Assurance.
 - 5.3.2 Copyrite acting as a reseller for the Software Manufacturer or Distributor may need to liaise with the Software Manufacturer or Distributor for Technical Assistance in supplying the Software Support Services. This level of Software Support will be in accordance with the Software Manufacturer or Distributor own Terms & Conditions or Agreements and this may differ from Copyrite's normal Terms & Conditions.
 - 5.3.3 Provide software support as set out in the Deliverables.
 - 5.3.4 Enable standard telephone and e-mail support for one user contact, designated by the Customer in writing as set out in the Deliverables. For the avoidance of doubt, all support enquiries to Copyrite must be made by a designated user contact.

6. Termination

- 6.1 In respect of the termination of the Software Support Services:
- 6.1.1 Copyrite reserves the right to terminate the supply of the Software Support Services at any time by giving the Customer 30 Business Days' written notice. In the event that Copyrite terminates the supply of the Software Support Services in accordance with this clause 6.1.1 of the Schedule, the Customer will be entitled to a pro rata refund of the Charges based upon any remaining period for which the Customer has made payment. For the avoidance of doubt, in the event that Copyrite terminates the Contract in accordance with clause 9.1(a) of the Terms & Conditions, the Customer will not be entitled to a refund of the Charges.
 - 6.1.2 The Customer may terminate the supply of the Software Support Services at any time by giving 90 days' written notice to Copyrite prior to the expiration of the Term. For the avoidance of doubt, in the event that the Customer does not provide 90 days' written notice to Copyrite prior to the expiration of the Term, the Term shall automatically renew for a further Term equal in length to the expiring Term.