

AVWORX LIMITED – STANDARD TERMS OF BUSINESS

1. GENERAL

1.1 These are the Standard Terms of AVworx and shall be subject to the Detailed Terms, govern all Contracts for the supply of Services to the Client and apply in place of and prevail over any terms or conditions contained or referred to in any correspondence or elsewhere or implied by trade, custom, practice or course of dealings unless specifically agreed to in writing by a director of AVworx, and any purported provisions to the contrary are hereby excluded or extinguished. In the event of a conflict between the Standard Terms and the Detailed Terms, the Detailed Terms shall prevail.

1.2 Any written order or other communication of any kind from the Client containing any terms and/or conditions inconsistent with the Standard Terms or the Detailed Terms shall not be accepted by AVworx to the extent of such inconsistency and such inconsistent terms and/or conditions shall be deemed to be severable and shall be severed from the Order without otherwise affecting the validity thereof.

1.3 No employee, servant or agent of AVworx has authority to vary these Standard Terms or the Detailed Terms orally and no variation of these Standard Terms or the Detailed Terms shall be effective or binding on AVworx unless incorporated in document made in writing and signed by a director of AVworx.

1.4 No responsibility is accepted by AVworx for any inaccuracy or error in Orders given by telephone.

2. DEFINITIONS.

2.1 The definitions shall apply to these Standard Terms, the Detailed Terms and to any Contract incorporating the same.

2.2 The definitions are set out in Schedule 1

3. BOOKING AND ACCEPTANCE

3.1 Request for Services may be made by the Client sending a request to AVworx usually in the form of a list of general requirements or purchase order.

3.2 Following discussions with the Client, AVworx shall prepare a Tender, which shall be sent to the Client.

3.3 The details and fees upon which AVworx is prepared to supply Services to the Client shall be as set out in the Tender or Proposal, which shall be sent to the Client together with these Standard Terms, constituting the Contract Pack. In the event of any inconsistency between the Detailed Terms and the Standard Terms, the Detailed Terms shall prevail.

3.4 The returning by you of a signed copy of the Contract Pack to AVworx shall constitute acceptance by you of these Standard Terms and of the Detailed Terms.

3.5 The Contract shall be deemed to be entered into when AVworx returns to you one copy of the Contract Pack, signed by a director of AVworx. Until a Contract is entered into, AVworx shall be under no obligation to supply the Services or any part thereof.

4. TIME

Any date or period quoted by AVworx for delivery of goods or Services is given in good faith by way of estimate only. While AVworx will endeavour to deliver within the period stated, such date or period is not to be of the essence of the contract. AVworx shall not be liable for any delays resulting in any way in respect of late delivery even when AVworx has expressly agreed in writing a delivery date, nor shall such failure to deliver on the date or within the period named by AVworx be deemed to be a breach of contract.

5. SERVICES

5.1 The Services shall comprise the provision by AVworx to the Client of the Services.

5.2. Where the Client requests and AVworx agrees to the supply of Extra Works then AVworx shall be entitled to levy Additional Charges.

5.3 Where the Client requires a level of support and maintenance which requires AVworx to engage a third party to rectify the fault, then AVworx shall be entitled to charge the Client for the services of such third party. Such Third Party Charges shall be determined by AVworx in its absolute discretion (usually in accordance with an action plan devised by AVworx.)

6. PAYMENT

6.1 Payment terms for the Services are set out in the Detailed Terms or, if not so specified, to be paid in full within 30 days following date of invoice. Payment of any annual fee or deposit shall be made in advance. Additional Charges, Third Party Charges and expenses shall be paid by the Client within 30 days following the date of the invoice. Payment shall be a condition precedent to the continued performance by AVworx of its obligations under the Contract. The Client's failure to comply with this payment condition shall make the supply of the Services voidable at the option of AVworx by giving written notice to the Client. Such notice by AVworx shall be without prejudice to AVworx rights to recover all monies owing to it by the Client which shall thereupon become immediately due and payable and shall be recoverable by AVworx as a liquidated debt.

6.2 AVworx has the right to suspend provision of the Services where payment is overdue, on giving immediate notice to the Client. The right to suspend performance ceases when the Client makes payment in full of all amounts due.

6.3 Any period during which performance is suspended in pursuance of this Clause 6 shall be disregarded in computing any contractual time limit taken, by AVworx or by a third party, to complete any work directly or indirectly affected by the exercise of this right. Where the contractual limit is set by reference to a date rather than a period, the date shall be adjusted accordingly.

6.4 AVworx reserves the right to charge the Client interest on all overdue amounts at the statutory rate payable under the Late Payment of Commercial Debts (Interest) Act 1998 in force from time to time.

6.5 AVworx may, at its absolute discretion, require a deposit or full payment before commencing any work and shall have no obligation to provide any goods or services until payment of the aforementioned deposit or full payment.

6.6 AVworx shall be entitled to invoice the Client for any goods acquired or created

by it for the purpose of enabling it to comply with its obligations under the Contract. Such invoice may be delivered prior to the delivery of such goods to the Client.

6.7 Where the Services are delivered in instalments or in the course of two or more separate deliveries any failure to make such payments due on or before the due date will entitle AVworx at its option to treat the Contract as voided by the Client and in such event AVworx reserves all rights therein which may have accrued to the Client prior to such termination.

7. RISK AND THE PASSING OF PROPERTY

7.1 Risk in any goods supplied under the Contract shall pass to the Client when the goods are delivered to the Client. The Client shall, until such time as title shall have passed to it, insure the goods to their replacement value noting AVworx interest on the relevant insurance policy and the Client shall forthwith, upon request, provide AVworx with a certificate or other evidence of such insurance.

7.2 Title in any goods supplied under the Contract remains vested in AVworx and shall only pass from AVworx to the Client upon full payment being made by the Client of all sums (due on whatsoever account or grounds) to AVworx.

8. WARRANTY.

AVworx warrants that:

8.1 The Services will not infringe the rights of any third party

8.2 It will provide the Services at all times with reasonable skill and care.

8.3 It will devote such of its time and resources as may reasonably be required to enable it to provide the Services.

8.4 It will observe the Client's reasonable instructions with regard to the performance of the Services.

8.5 It will use all reasonable endeavours to perform the Services within the agreed timescale.

9. COMPUTER AND OTHER ON-SITE FACILITIES.

9.1 The Client shall make available to AVworx free of charge:-

9.1.1- A competent representative to liaise with the AVworx personnel;

9.1.2- such use of any equipment as shall be reasonably required by AVworx to provide the Services and the Client hereby agrees to allow AVworx unhindered access to such equipment including but not limited to the ability for AVworx to turn off and/or restart the Client's server/s where appropriate;

9.1.3- use of a telephone for AVworx engineers for all reasonable purposes, including, but not limited to, providing AVworx Head Office with progress reports and contacting third party suppliers;

9.1.4- toilet and washroom facilities;

9.1.5- adequate security clearances and building passes;

9.1.6- such parking facilities as are required by the AVworx engineers;

9.1.7- secure storage for AVworx requirements including goods, equipment, tools, computer equipment and personal items.

9.2 The Client shall notify AVworx of all security and other office procedures implemented at the Site and shall provide AVworx with its Health and Safety policy prior to the commencement of the Term. AVworx shall comply with all such security and office procedures at all times during the provision of the Services.

10. CONFIDENTIALITY and INTELLECTUAL PROPERTY

10.1 Each party shall continue to own the Intellectual Property Rights in all documents, goods and services owned by that party prior to the date of the contract.

10.2 So far as is required for the completion of the Contract the party owning such Intellectual Property Rights shall grant to the other a royalty free, non-exclusive, non assignable licence that will terminate on the termination of the Contract.

10.3 AVworx shall own the Intellectual Property Rights in all documents, goods and services created by it during the course of the Contract and grants to the Client a royalty free, non-exclusive, non-assignable licence for such period as is reasonably necessary to enable the Client to receive the full benefits of the Contract.

10.4 AVworx and the Client will treat as confidential all information obtained from the other party under or in connection with the Contract concerning the business or affairs of the other or any member of the group of companies to which it belongs or which is designated as confidential by the other party or which is by its nature clearly confidential ("Confidential Information").

10.5 The recipient party will not modify the other party's Confidential Information or use or disclose it to any person (or permit others to do so, except those employees, agents, sub-contractors, suppliers and other representatives as necessary for the performance of AVworx rights and obligations under the Contract) without the other party's prior written consent.

10.6 The provisions of 10.4 and 10.5 will not extend to information which:

10.6.1- was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or

10.6.2- is already or becomes public knowledge through no act or omission of the receiving party paragraph; or - 3 -

10.6.3- is independently developed by the recipient party without access to or use of such information; or

10.6.4- is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

10.6.5- is required to be disclosed by law or by any regulatory authority having jurisdiction over either party.

10.7 Each party:

10.7.1- will ensure that all persons to whom it discloses any Confidential Information of the other party are aware prior to disclosure of the confidential nature of the information and that they owe a duty of confidence to the other party;

10.7.2- agrees to take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed by its employees or agents in violation of these provisions; and

10.7.3- shall give notice to the other party of any unauthorised misuse, disclosure, theft or other loss of that party's Confidential Information immediately upon becoming aware of the same.

10.8 These obligations will survive any termination of the Contract.

11. DATA PROTECTION

11.1- AVworx will process personal information (“Information”) provided by the Client as defined in the Data Protection Act 1998 (“DPA”) in accordance with applicable data protection law and this Clause 11.

11.2 The Client consents to AVworx using Information as follows:

11.2.1- AVworx will obtain, record, store and use Information as necessary to perform Services including transfer of Information to employees, agents and third parties as required for this purpose.

11.2.2- AVworx may transfer its business assets (which include Information) on reorganisation, sale or merger of the whole or any part of its business.

11.2.3- AVworx reserves the right to process Information as required for marketing purposes, to obtain legal advice, comply with legal requirements, enforce or apply any agreements (including the Contract) and protect the rights, property or safety of AVworx, its employees, clients, customers and others.

11.2.4- AVworx may transfer Information outside the European Economic Area for any of the purposes listed in this Clause 11.

11.2.5- If AVworx intends to process Information other than as set out above the Client will receive notice and be given the opportunity to decline the processing.

12. LIABILITY

12.1 Neither party shall be liable to the other or any person claiming through the other for any loss of profit, damages or expense, or for any consequential loss or damage of any kind whatsoever, arising out of the provision of the Services save as otherwise provided in the Contract.

12.2 In any event each party’s total liability to the other shall not exceed the fee payable under the Contract for the calendar year in which the cause of action arose.

12.2 AVworx acknowledges the importance of maintaining data protection and security but the Client shall be responsible for maintaining backups of all critical software, documents and applications on all of the Client’s file servers, personal PCs, organisers and other electronic equipment. The parties hereby agree that AVworx will have no liability whatsoever for any loss or compromise of data protection or security, for any failure to backup data, failure in backups of data or for any breaches of security to the Client’s equipment, loss or corruption of data or any delays in the provision of the service for any reason whatsoever, unless resulting from the negligence of AVworx or its employees agents or subcontractors.

12.3 AVworx shall not be liable for any of the Client’s goods, equipment or property if removed from site by an engineer, unless the Client has requested and obtained a written receipt in respect of that item signed by the engineer. In any event, AVworx accepts no responsibility for its loss or damage unless caused by the negligence of AVworx or its employees, agents or sub-contractors.

12.4 AVworx is not liable for any problems to the extent that such problems are caused or aggravated by third party suppliers.

12.5 Nothing herein shall be deemed to exclude or restrict either party’s liability for death or personal injury resulting from the negligence of that party.

13 FORCE MAJEURE

13.1 AVworx shall not be liable for any failure to deliver the Services arising from circumstances outside AVworx control.

13.2 Non-exhaustive illustrations of such circumstances would be Acts of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockouts, Government action or regulations, delay by suppliers, accidents, shortage of materials, labour or manufacturing facilities.

13.3 Should AVworx be prevented from delivering the Services in the above circumstances it shall give the Client written notice of this fact as soon as reasonably practicable after discovering it.

13.4 If the circumstances preventing delivery are still continuing six months after the Client receives AVworx notice then either party may give written notice to the other cancelling the contract.

13.5 If the contract is cancelled in this way, AVworx will refund any payment which the Client has already made on account of the price (subject to deduction of the appropriate pro rata amount for Services carried out by AVworx) but AVworx will not be liable to compensate the Client for any further loss or damage caused by the failure to deliver.

14. TERM & TERMINATION

14.1 The Services shall continue for the period set out in the Detailed Terms.

14.2 In the absence of such information in the Detailed Terms the Services shall continue for a minimum of one year and thereafter for successive periods of one year unless terminated by either party giving written notice to the other no later than three months before the end of any such period of one year.

14.3 If the Client shall fail to pay any payment to AVworx on the due date or becomes subject to any of the circumstances detailed below then AVworx may treat all sums due or to become due on any delivery as immediately payable and/or at its absolute discretion suspend or cancel further work or require payment in advance therefor or treat the Contract as repudiated by the Client but without prejudice to any other rights of AVworx.

14.4.1- the Client 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;

14.4.2- (being an individual) the Client is the subject of a bankruptcy petition or order;

14.4.3- a creditor or encumbrance of the Client 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 14 days;

14.4.4- (being a company) 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 Client;

14.4.5- (being a company) a floating charge holder over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;

14.4.6- a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;

14.4.7- any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.4.1 to 14.4.6;

14.4.8- the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.

14.5 If AVworx becomes subject to any of the circumstances detailed below then the Client may treat the Contract as repudiated by AVworx but without prejudice to any other rights of the Client.

14.5.1- AVworx 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;

14.5.2- a creditor or encumbrance of AVworx 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 14 days;

14.5.3- 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 AVworx;

14.5.4- a floating charge holder over the assets of AVworx has become entitled to appoint or has appointed an administrative receiver;

14.5.5- a person becomes entitled to appoint a receiver over the assets of AVworx or a receiver is appointed over the assets of AVworx;

14.5.6 any event occurs, or proceeding is taken, with respect to AVworx in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.5.1 to 14.5.5 (inclusive);

14.5.7 AVworx suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business.

14.6 If either party fails to comply with any of the provisions of these terms and does not rectify such non-compliance within 14 days of receipt of a written notice thereof, the other party may, without prejudice to any other of its rights or remedies it may have and without being liable to the other for any loss or damage which may be occasioned, give written notice to the non-complying party terminating the Contract with immediate effect, but such notice shall be without prejudice to AVworx right to recover all monies owing under the Contract.

15. NON SOLICITATION

15.1 The Client shall not during the Term or for a period of 12 months thereafter either directly or indirectly solicit or offer employment or any form of engagement whatsoever to any member of AVworx staff who at any time during the Term, was involved in providing any services on behalf of AVworx to the Client.

15.2 If any employee terminates his or her employment with AVworx (regardless of the reason for termination) and is employed by the Client (or any affiliate or subsidiary of the Client) in any capacity either directly, or via an agency or company, during or within the 12 month period, the Client shall immediately pay AVworx an amount equal to 50% of the yearly salary, wage or fees (including bonuses and benefits in kind) paid by AVworx to such employee in the last year of that employee's employment by AVworx.

16. NOTICES

Any notice here under shall be deemed to have been duly given if sent by prepaid first class delivery post, e-mail or facsimile to the party concerned at its last known address. Notices sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 48 hours after despatch and in proving the fact of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile or e-mail shall be deemed to have been delivered on the first working day following its dispatch.

17. ASSIGNMENT

Neither party shall assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior consent of each other

18. WAIVER

Failure by either party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to ban the exercise or enforcement thereof at any time or times thereafter.

19. SEVERABILITY

19.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20 THIRD PARTIES AND RELATIONSHIP

20.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any remedy or right of any third party which exists or is available apart from that Act.

20.2 AVworx provides Services to the Client here under as an independent contractor, and the Contract shall not be construed as a partnership or joint venture.

21. PROPER LAW AND JURISDICTION

These Standard Terms and any Contract shall be governed by and construed exclusively in accordance with English law and the parties hereby agree to submit any dispute arising therefrom to the exclusive jurisdiction of the English court.

SCHEDULE 1

Definitions

The following definitions and interpretations shall apply to these Standard Terms, the Detailed Terms and to any Contract incorporating the same. "Additional Charges" means the additional charges in respect of Extra Works, as agreed between the parties. Additional Charges may include Third Party Charges; "AVworx" "We" means AVworx Limited or any member of its group; "Client" "You" means the person, firm or company who contracts to purchase in full or in part the Services from AVworx; "Commencement Date" means the date when the supply of Services is due to commence; 'Contract' means the contract between the Client and AVworx;

“Detailed Terms” means the terms contained within the Tender, any variation to the Tender whether or not involving Extra Works or on any other documents agreed by AVworx and the Client; “Extra Works” means goods or services provided by AVworx to the Client, at the Client’s request and with AVworx agreement, relating to goods or services that fall outside the Services; “Fee” means any deposit and all sums payable by the Client and referred to in the Detailed Terms.

" Services" means the goods and services provided for the Term by AVworx to the Client as set out in the Detailed Terms; “Tender” means the document supplied by AVworx to the Client and detailing the Services and any goods to be supplied by them and includes a quotation and any similar document; "Term" means the period from the Commencement Date to termination of the Contract. Notwithstanding, the Client shall be legally bound by these terms from the date of signature or from the date of the first use of the Services, whichever is the sooner; “Third Party Charges” means such additional third party fees and expenses as AVworx may incur;

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