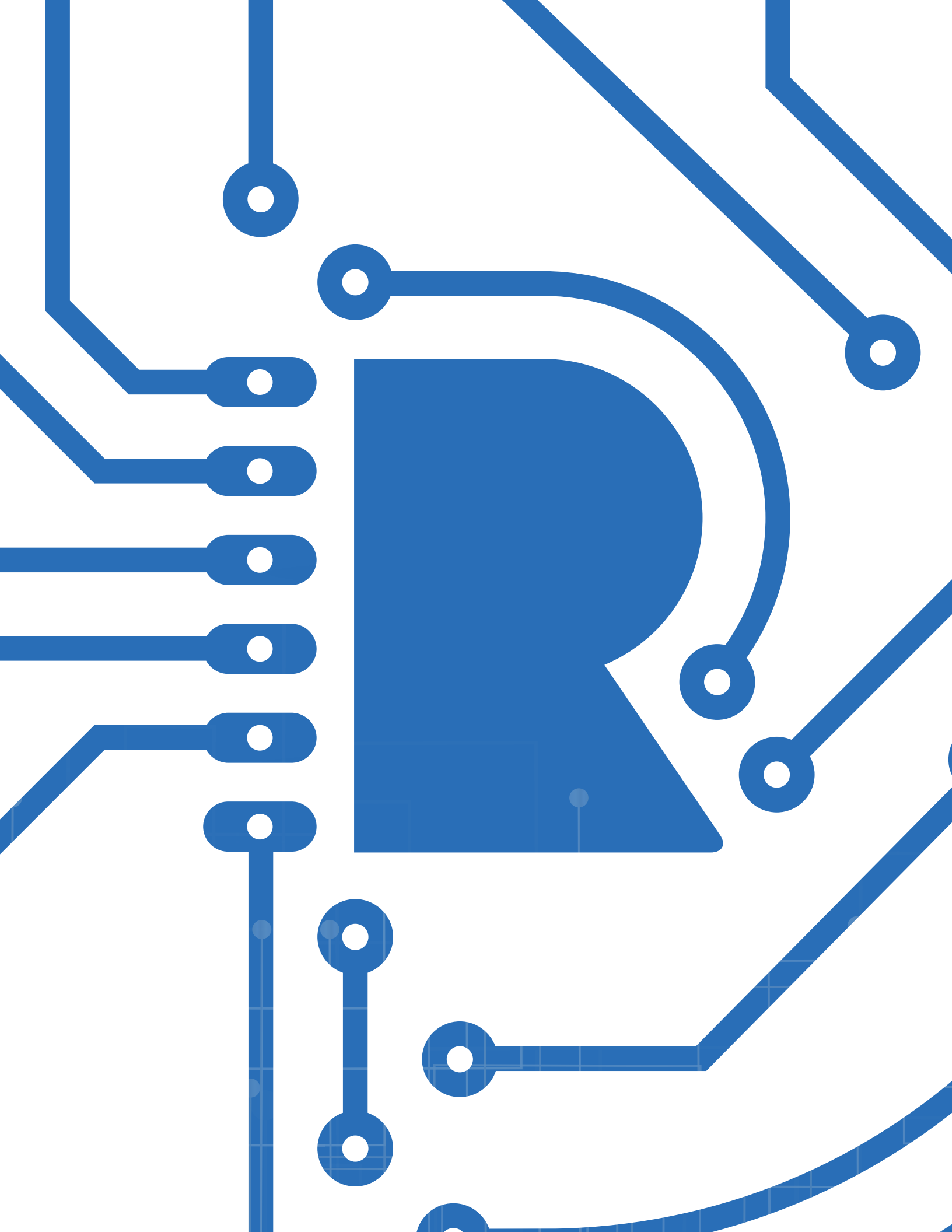


TERMS & CONDITIONS

This agreement is between:

Doctor Logic Limited whose registered office is at 5-15 Cromer Street, London WC1H 8LS, company no. 04947299 ("Dr Logic") and you, "the Client".



Definitions

Business Hours: 9:00am to 5:30pm, Monday to Friday (excluding Bank Holidays and other English national holidays).

Equipment: The Client's computers, server, network equipment, mobile devices, printers, scanners and related hardware.

Fee, Rate: The fee for the Services set out on separate rate card.

Services: services described in clause 1.2 which Dr Logic provides to the Client.

1 :: Appointment

1.1 - Dr Logic agrees to supply the Services to the Client in return for the Fee, subject to the terms and conditions of this Agreement.

1.2 - Dr Logic will provide the following support, maintenance and development/project Services:

1.2.1 - Support

Fixing items that have become broken, handling incidents such as applications not launching, emails not sending, recovering deleted files, troubleshooting non-functioning hardware

1.2.2 - Maintenance

Performing tasks to minimise the need for support, such as checking the health of disks, running security updates and installing bug fixes, making sure that disks aren't running out of space and email accounts are within their quotas, checking that antivirus definitions are up-to-date

1.2.3 - Development/Project

Support and maintenance just keeps things ticking over, but won't improve the IT on a regular basis. Development is improving on what the Client already has: for example installing upgrades rather than updates to software, setting up new computers rather than replacing broken ones, writing IT policies, creating disaster recovery plans, putting budgets together for the next year, providing training.

2 :: Service Levels

2.1 - Dr Logic's target for responding to incidents is

4 hours for Prepaid support
Next day for Ad Hoc support

2.2 - This is not a promise that Dr Logic's engineer will be on site within the response time. See further details in 4 and 5 below.

2.3 - All support requests must be raised by either ringing 020 3642 6540 or emailing support@drlogic.com.

2.4 - Clients should not contact Dr Logic's engineers direct - either by email or on their mobiles. Dr Logic cannot guarantee when - or if - it will respond to requests made in this way.

3 :: On site visits

3.1 - The duration of on site visits depends on the Client's requirements.

4 :: Support and Maintenance

4.1 - This is provided both on site and remotely by telephone and remote control.

4.2 - Support and maintenance is about looking after what's there, and not improving it. Improvement is part of development and projects.

5 :: Development

5.1 - This section is intentionally left empty.

6 :: Projects

6.1 - Improvements that the Client wishes to have implemented are classed as projects. For example, a Client may wish to upgrade some of its machines, which may also have to be done over a weekend to eliminate disruption to the employees. Or a Client may wish to upgrade one of its servers, which could for example take 2 days.

7 :: Dr Logic's obligations

7.1 - Cost of time spent troubleshooting hardware is chargeable. Cost of new parts, and any services (including labour) which need to be sourced from third parties will also be charged.

7.2 - Clients using software packages or hardware are strongly advised to take out support plans with the manufacturers. In certain situations Dr Logic may need to contact the manufacturer for support and any charges for such support will be payable by the Client. Dr Logic will use reasonable endeavours but cannot guarantee to provide solutions where the manufacturer does not provide support or has no solution for an issue.

7.3 - In terms of software Dr Logic will support operating systems and software packages that the manufacturer still supports. Dr Logic will use reasonable endeavours to support systems and packages no longer supported by the manufacturer, e.g. because they are too old.

7.4 - In terms of 3rd party software, Microsoft Office and Adobe Creative Suite packages are supported by Dr Logic. Dr Logic will use reasonable endeavours to support other software.

8 :: Working outside office hours

8.1 - Time that Dr Logic spends working for the Client out of office hours, or during holidays, will be charged at a higher rate, regardless of whether it is support, maintenance, development or a project.

9 :: Payment and terms

9.1 - Ad hoc work is billed at the end of each month and due 30 days after.

9.2 - Dr Logic will not provide services while any payments are overdue.

9.3 - Purchases (such as third party software packages or new computers or other hardware) must be paid for in advance unless the Client has a credit limit with Dr Logic, which must be agreed in advance.

9.4 - Purchases made on credit will remain Dr Logic's property until they have been fully paid for.

10 :: Term of agreement

10.1 - This section is intentionally left empty.

11 :: Independent contractor status

11.1 - Dr Logic is engaged as an independent contractor. Nothing in this Agreement will create a joint venture, partnership, or agency between the Client and Dr Logic, or render either party an agent or partner of the other.

12 :: Client obligations

The client must:

12.1 - Co-operate with Dr Logic in order to enable Dr Logic to provide the Services;

12.2 - Be solely responsible for maintaining backups of all critical software, documents, and applications on all of the Client's file servers, personal PCs, organisers, mobile phones, and any other electronic equipment;

12.3 - Be responsible for notifying Dr Logic in writing of any time limits, deadlines, or any other special requirements relating to the Services before Dr Logic starts to provide the Services. Such requests cannot be retroactive;

12.4 - Notify Dr Logic as soon as possible should the Client need to change the day and time for the provision of the Services, at least 24 hours before the agreed date and time. If the Client fails to notify Dr Logic within the time limit, Dr Logic will be entitled to charge the Client for the cancelled appointment and extra costs involved. Dr Logic will try to accommodate the Client's wishes when rearranging dates and times, but cannot guarantee a response time.

13 :: Subcontracting

13.1 - Dr Logic may engage sub-contractors to undertake the Services provided that Dr Logic will remain liable to the Client for its obligations under the terms of this Agreement.

14 :: Rates

14.1 - Time spent by Dr Logic travelling to and from the Client's premises for work undertaken outside Business Hours will be charged.

14.2 - If the Client's premises are outside London (i.e. such premises do not have a London postcode), time spent by Dr Logic travelling to and from the Client's premises will be charged.

14.3 - Dr Logic reserves the right to review its Rates periodically, and will provide the Client with 30 days' written notice of any changes.

15 :: Purchase of supplies

15.1 - Dr Logic may need to buy spare parts, equipment, supplies, accessories or software for the Client in order to provide the Services (for example, equipment or software needed before Dr Logic can start providing the Services, replacing broken equipment or buying equipment needed to support the Client's new equipment). Dr Logic will obtain prior written approval from the Client, which may be by email, before making any purchases.

15.2 - Payment for purchases will be in accordance with clause 9.3.

16 :: Payment

16.1 - Dr Logic shall invoice the Client monthly in arrears for all services provided and immediately for making any purchase on the Client's behalf.

16.2 - Payment must be made within 30 days of the invoice date, either

16.2.1 - By BACS or CHAPS (excepting first payment for the Services) to:

Account: Doctor Logic Limited
Account no.: 61562290
Sort code: 400303;

or

16.2.2 - By cheque,

payable to Doctor Logic Limited and sent to: Doctor Logic Limited, 3rd Floor, 5-15 Cromer Street, London WC1H 8LS. Services or purchases will be provided when Dr Logic has received the cleared funds.

16.3 - The Client agrees that if the Client fails to comply with this Clause 16 Dr Logic reserves the right to:

16.3.1 - Suspend this Agreement immediately without notice, and to terminate this Agreement 7 (seven) days from the date of suspension;

16.3.2 - Charge interest on any late payment on the amount unpaid at the rate of 6% per annum above the base rate of HSBC from time to time calculated on a daily basis, from (and including) the date on which payment was due until (and excluding) the date on which payment is made; and

16.3.3 - Claim compensation for any reasonable debt recovery costs incurred by Dr Logic from the Client should any action be undertaken to obtain settlement of the account.

16.4 - If any cheque submitted by the Client fails to clear on first presentation or is subsequently returned dishonoured, Dr Logic will charge the Client a fee of £35.00 (or the amount actually charged by the bank, if greater) to cover bank charges and administration costs, and invoice the Client accordingly.

17 :: Alterations to facilities or equipment

17.1 - Dr Logic will not be liable or responsible in any way whatsoever for problems or damage caused either directly or indirectly as a result of the Client's alteration of or interference with facilities, equipment, and/or the Client's network or system.

17.2 - If the Client requires Dr Logic to correct or fix any such problems, work which Dr Logic carries out will be charged, and the terms and conditions of this Agreement will apply.

18 :: Warranty and Indemnity – software licensing

18.1 - The Client warrants that all software it provides to Dr Logic for installation, configuration, or use in any way, has been legally obtained and is properly licensed for use by the Client.

18.2 - The Client further warrants that it has legally purchased a sufficient number of copies of such software for its use and that it has not violated copyright or any licensing terms in any way whatsoever.

18.3 - Dr Logic has no knowledge of the licensing of software provided to it by the Client and the Client indemnifies Dr Logic and will hold Dr Logic harmless against all costs, claims, damages, demands and expenses ("claims") that may be incurred by or made against Dr Logic by any third party by reason of the Client's unlawful purchase or use of any software or breach of copyright or any licensing terms, except to the extent that such claims arise from Dr Logic's breach of Clause 18.5.

18.4 - Subject to Clause 18.5, the Client agrees that it shall be solely responsible and liable for all licensing and purchasing of software.

18.5 - If Dr Logic supplies any software to the Client, Dr Logic may purchase such software in the name of the Client and Dr Logic warrants that such software will be legally obtained and properly licensed for use by the Client in accordance with the Client's requirements as notified to or agreed with Dr Logic. Prior to any such purchase, Dr Logic will inform the Client of any licensing and use conditions and/or limitations which apply to such software. Dr Logic hereby indemnifies the Client and will hold the Client harmless against all or any costs, claims, damages, demands and expenses ("claims") that may be incurred by or made against the Client by any third party by reason of Dr Logic's unlawful purchase or failure to license third party software supplied by Dr Logic to the Client as provided under by this clause. For the avoidance of doubt, this indemnity is limited to the Client's use of third party software in accordance with applicable licence terms, conditions and limitations of use which have been notified to the Client by Dr Logic, and the Client's indemnity given in clause 18.3 includes any use of third party software by the Client which is not in accordance with terms, conditions or limitations which Dr Logic has notified to the Client.

19 :: Limitation of liability

19.1 - Other than as provided under clauses 19.2 and 19.3, and in relation to personal injury or death, each party's liability to the other for any loss or damage that the other suffers (including any direct loss or damages and whether for negligence, breach of contract or otherwise in connection with this Agreement ("a Claim") is limited to: in the case of the Client, the fees charged plus any amounts due and unpaid under clause 9 and, in the case of Dr Logic, the amount which is paid by Dr Logic's insurers in respect of the Claim.

19.2 - Dr Logic will maintain professional indemnity insurance. Dr Logic will provide evidence of such insurance and that the premium has been paid up to date on request.

19.3 - In no circumstances shall either party be liable to the other for any special, indirect, punitive or consequential loss or damages (including but not limited to loss of profits, turnover, goodwill or opportunity) arising in relation to this Agreement.

19.4 - Dr Logic will not be liable for services provided by other providers, such as email hosting, broadband connections, or the effects of any failure of such services. Dr Logic can either work with the relevant supplier to get a fix/resolution or in the worst case move services to other suppliers, and such work will be billed in addition to the Fee.

19.5 - Dr Logic provides no guarantees as to how quickly it can solve an issue.

19.6 - Dr Logic provides no guarantees for the up time of any services that it is looking after, such as servers, wireless networks, etc.

20 :: Force majeure

20.1 - Neither party shall be liable to the other or deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of its obligations if the delay or failure was due to any cause beyond that party's reasonable control, including, but not limited to, Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, threat or act of terrorism, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of government, parliamentary or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving employees of Dr Logic or any third party), I.T. viruses, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

21 :: Non-solicitation of employees

21.1 - The Client acknowledges that Dr Logic has a substantial investment in its employees that provide Services to the Client under this Agreement.

21.2 - The Client agrees not to solicit, hire, employ, retain, or contract with any employee of Dr Logic during the Term of this Agreement and for a period of six months thereafter, without Dr Logic's prior written consent.

22 :: Termination

22.1 - Either party shall be entitled to terminate this Agreement with immediate effect if:

22.1.1 - the other is in material breach of any of its obligations and the breach, if capable of being remedied has not been remedied within 30 days of a written notice requiring such remedy; or

22.1.2 - the other is in material breach of any obligation which cannot be remedied;

22.1.3 - the other is the subject of any resolution for winding up (other than for the purposes of a solvent reconstruction) or a winding up order is issued in respect of that other party or that other party shall have an administrative receiver, manager or administrator appointed over all or part of its undertakings or assets or that party is unable to pay its debts as and when they become due.

22.2 - Dr Logic will be entitled to suspend the provision of Services during any period in which the Client is in breach of any of its obligations.

22.3 - Without prejudice to any other rights which Dr Logic may have in the event of termination, Dr Logic will be entitled to make a cancellation charge equivalent to one month's Fee, in addition to any Fee or other charges which are owed.

22.4 - On the termination of this Agreement Dr Logic will provide such assistance as the Client reasonably requires, including reasonable cooperation for handover arrangements, which will be charged for in addition to the Fee.

23 :: Assignment

23.1 - Neither party may assign any of its rights or obligations under this Agreement without the other's prior written consent which will not be unreasonably withheld or delayed.

24 :: Third parties

24.1 - The parties do not intend that any third party should be entitled to benefit from or enforce any provision of this Agreement pursuant to the Contracts (Right of Third Parties) Act 1999 or otherwise.

25 :: Amendments and variation

25.1 - The provisions of this Agreement may be varied or amended only by agreement in writing signed by the parties' authorized representatives.

26 :: Waiver

26.1 - No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by the parties' authorized representatives.

27 :: Notices

27.1 - Any notice will be in writing (including fax and email, but excluding SMS) addressed to the other party at the address above or other address which has been notified in writing.

27.2 - Any such notice may be:

27.2.1 - personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or

27.2.2 - if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two days after the date of posting; or

27.2.3 - if from or to any place outside the United Kingdom, sent by pre-paid priority airmail, in which case it shall be deemed to have been given seven days after the date of posting; or

27.2.4 - sent by facsimile, in which case it shall be deemed to have been when dispatched, subject to confirmation of uninterrupted transmission by a transmission report; or

27.2.5 - sent by email, in which case it shall be deemed to have been received when dispatched, and an automated confirmation that the email has been read by the recipient shall be deemed to be proof of receipt.

28 :: Severability

28.1 - If any part of this Agreement is held to be invalid, unlawful or unenforceable, the remainder of the Agreement will continue to be valid and enforceable to the fullest extent permitted by law.

29 :: Entire agreement

29.1 - This Agreement constitutes the entire agreement between the Parties (subject to clause 25). No other terms or conditions apply (including any standard terms or conditions on a party's purchase order or invoice).

30 :: Governing law and jurisdiction

30.1 - This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.



This agreement is between:

Doctor Logic Limited whose registered office is at 5-15 Cromer Street, London WC1H 8LS, company no. 04947299 ("Dr Logic") and you, "the Client".