

ACUTY SOLUTIONS LIMITED - STANDARD TERMS AND CONDITIONS

Any agreement for the supply, on-going licence to use, consultancy, and support of software programs and hardware, from Acuity Solutions Limited is subject to the following standard terms and conditions.

1. Definitions

"Acuity" means Acuity Solutions Ltd, the supplier of the software programs, their installation, and provider of ongoing software licence and support;

"Customer" means the individuals, partnerships or entities that receive service and benefit from the agreement.

"Third Party Software" means any software owned or developed by Acuity or a third party, which may be used or supplied with the Sage software;

"Implementation Services" means project management, customisation, data transfer, and training.

"Maintenance Services" means the maintenance services for the software programs and hardware specified in clause 4 that are provided on an annually renewable basis;

"Software Licence Fee" means the licence fee to be paid by the Customer to Acuity in respect of the use of the Sage software and Third Party Software;

"Maintenance Fee" means the Sage Annual Licence Plan (SALP) and the Acuity maintenance fee to be paid annually in advance by the Customer to Acuity in respect of the Maintenance Services;

"Working hours" means 09:00am to 5:30pm on Mondays to Fridays excluding bank and public holidays within England.

2. Term – Any agreement between Acuity and the Customer commences on the date of the agreement and continues in accordance with the term of that agreement

3. Charges and Fees

3.1 The Customer shall pay to Acuity the amounts specified for hardware and software programs and the Implementation Services and Maintenance Services showing on the Acuity sales order form.

3.2 Acuity shall invoice for all sums payable under any agreement as they become due and the Customer shall pay the invoice within 30 days of the date of the invoice. The Customer is deemed to have accepted the invoice after 7 days of receipt if written notification of the details of any invoice discrepancy or dispute is not given to Acuity.

3.3 Interest shall accrue on overdue invoice amounts at the statutory rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act") and the LPCD (Regulations) 2013 ("Regulations") of currently 8.5% per annum (8% above the Bank of England base rate), and subject to variation in accordance with changes in the base rate. In addition, a fixed charge will be made for recovery of the sums overdue

as currently prescribed by the Act and Regulations. Further, the Company will claim, under the Act and Regulations, all reasonable costs of recovery of outstanding sums due, including costs incurred in taking court action, and/or the use if required of any outside agencies or professional services, including any disbursements they may incur.

3.4 All charges raised by Acuity are exclusive of VAT and the Customer shall be responsible for paying to Acuity all applicable VAT and any other similar taxes imposed on charges raised.

3.5 Without prejudice to its rights and remedies under any agreement or at law, if any fee payable by the Customer is not paid by the due date, Acuity shall be entitled in its discretion to suspend the provision of any Services under this agreement until such time as payment is made, and require the Customer to make all future payments in advance, and/or terminate this agreement in accordance with clause 10 on giving thirty (30) days' notice of the same to the Customer.

3.6 Acuity shall be entitled to increase the Maintenance Fee each year by giving not less than 30 days prior written notice to the Customer.

3.7 Services rendered and expenses incurred in the provision of said services, shall be billed at Acuity's prevailing charge rates.

4. Maintenance Services

4.1 Maintenance Services will be provided by Acuity or its agents within Working Hours. Acuity is not obliged to provide service outside Working Hours. Should Acuity provide any Maintenance Services outside Working Hours at the Customer's request Acuity will charge the Customer the prevailing daily rates for the services provided.

4.2 Maintenance Services comprise Acuity's commercially reasonable efforts to correct any faults in the software programs and hardware. Acuity cannot guarantee a specific timescale for corrections, but where these are estimated to take over three working days, a workaround will be offered, where reasonably practicable.

4.3 Acuity or its agents will respond to calls with telephone advice, customer-run utilities provided by Acuity or direct access to software programs and hardware via a broadband link. The Customer shall inform Acuity of all faults as soon as they arise. Acuity will log a full and detailed description of any fault and the circumstances in which it arose. Acuity will not be obliged to commence work on a fault in the absence of this information, nor liable for failure of service provision due to such delays.

4.4 Acuity's obligation to provide Maintenance Services is dependent on the Customer having made payment of its Software Licence Fee and Maintenance Fee.

4.5 Maintenance Services will include the support of any corrected or modified versions of software programs previously supplied to the Customer.

4.6 Maintenance Services shall not apply in circumstances where the Customer is not using the latest version of the software supplied or maintained by Acuity.

4.8 Maintenance Services do not include repair or replacement resulting from the failure of the customer to use the software or hardware in a prudent and proper manner; the use of software for purposes other than for which it was designed; operator error; hardware malfunction or breakdown; alterations to the software programs by any party other than Acuity or its agents; restoration of data following hardware malfunction; alterations required to the software as a consequence of legislative changes.

5. Customer's Obligations

5.1 Enter into a Sage Software Licence Agreement with Sage for the use of Sage software and the ongoing annual Maintenance Fee.

5.2 Operate all software programs in accordance with the training provided by Acuity.

5.3 Take all reasonable care to ensure that environment does not affect the operation of the Software Programs or the Hardware.

5.4 Allow Acuity's representatives reasonable access to software programs.

5.5 Not allow any persons other than Acuity to maintain or repair the software programs.

5.6 Ensure that all personnel are correctly trained in the use of the software programs.

5.7 Ensure adequate data backup routines are in place.

6. Intellectual Property Rights

Acuity grants the Customer a non-exclusive non-transferable licence to use Third Party Software specified in any agreement.

7. Warranties

7.1 Acuity warrants that all Implementation Services and Maintenance Services will be provided with reasonable care and skill.

7.2 Acuity shall not be liable for any defect or other problem with or in relation to the software programs attributable to alterations, modifications, repairs or any other work done on or in relation to the software programs by anyone other than Acuity or its agents; failure by the Customer to maintain the hardware or other equipment on or with which

the software programs are installed; abnormal or incorrect operating conditions; any other act outside the control of Acuity; any breach by the Customer of its obligations under this agreement; or any third party products being operated with the software programs, without Acuity's approval.

8. Exclusions and limitations

8.1 The Customer acknowledges that Acuity's obligations and liabilities in respect of the provision and receipt of the services it provides are exhaustively defined in any agreement. The Customer agrees that the express obligations and warranties made by Acuity are in lieu of and to the exclusion of any warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise, relating to anything supplied, provided or performed, under or in connection with, any agreement, including (without limitation) the condition, quality, performance, or fitness for purpose of the software programs, hardware, and services provided.

8.2 Acuity's liability under or in relation to any agreement (whether for negligence, breach of contract or otherwise) shall be limited to an amount equal to 100% of the Software Licence Fee and to an amount limited to the Maintenance Fee in the 12 month period prior to the events giving rise to liability for all loss or damage in connection with the provision of the Maintenance Services. If more than one event results in substantially the same loss or damage then all such events shall be treated as one.

8.3 Acuity shall not be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, loss of sales, loss of revenue, loss of any software or data, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect or consequential loss.

8.4 The Customer shall be solely responsible for the consequences of any use of Acuity services that are not consistent with the intended or designed use of such services and for the security of its own software and data. Subject to any other provision in any agreement, Acuity shall have no liability for any loss of or corruption to any such software or data, however caused.

8.5 The parties acknowledge and agree that the allocation of risk contained in this clause 8 is reflected in the charges paid for in respect of the services provided and is also a recognition of the fact that, inter alia, it is not within Acuity's control how and for what purpose the results of such services are used by the Customer.

9. Confidentiality

9.1 The Customer shall keep confidential any information disclosed by Acuity and shall only use the same in relation to the performance of its obligations under any agreement.

9.2 Nothing in clause 9.1 shall apply to any information which is available to the public other than by breach of this agreement.

10. Termination

10.1 The Customer may terminate its contractual commitment to renew its Maintenance Fee by giving ninety (90) days written notice prior to the anniversary of the date of the agreement. Failure to give 90 day's written notice will immediately bring into effect the annual renewal of the Maintenance Fee with no refund or rebate due to the Customer.

10.2 If Acuity or the Customer breach any term of its agreement the party affected by the breach must provide written notice of the breach and allow sixty (60) days for its repair and remedy. Should the breach not be repaired or remedied within 60 days the affected party may terminate the agreement immediately by sending written notice of termination.

10.3 In the event that any agreement is terminated by Acuity due to a breach by the Customer, any Software Licence Fee or charges for Implementation Services or Maintenance Services become chargeable and are due for immediate payment.

10.4 In the event that the Customer terminates any agreement without cause of a breach by Acuity, payment will become immediately due to Acuity for all outstanding invoices, and for all Implementation Services and Maintenance Services that have been provided but not yet invoiced.

10.5 Either party may terminate this agreement immediately if the other party enters into any arrangement for the benefit of its creditors or administrative receiver, or a receiver or manager is appointed of all or any part of its assets or undertakings; any resolution or petition to wind up the other's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented; or the other party ceases to carry on its business or substantially the whole of its business or disposes of its undertaking or stops payment or threatens to stop payment of its debts as and when they fall due.

10.6 Should Acuity terminate any agreement in accordance with clause 10.5 the Software Licence Fee and charges for Implementation Services or Maintenance Services become chargeable and are due for immediate payment.

10.7 Rights of termination under this clause 10 shall be without prejudice to any other rights of termination or otherwise whether subsisting by virtue of any agreement or otherwise (including rights of termination arising at common law) and such termination shall not be taken to waive the right to assert or exercise any such rights.

10.8 The provisions of clauses 8, 9, and 15 shall survive termination of any agreement.

11. Recruitment

During Acuity's performance of Implementation Services or Maintenance Services under any agreement and for a period of one year following termination, neither party will, whether directly or indirectly, induce, take steps to induce or attempt to induce any of the other party's employees or contract staff who have been involved in the performance or receipt of services, to leave their employment or terminate their contracts.

12. Delay and force majeure

Neither party shall be liable for any delay or failure to perform any of its obligations under this agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including without limitation any delay caused by any act or default of the other party).

13. Waiver of remedies

No omission, forbearance, or delay by either party in enforcing the provisions of this agreement or any other right, power, privilege or remedy otherwise available to it shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each shall be cumulative.

14. Sub-contracting and assignment

14.1 Acuity may assign any agreement and sub-contract the performance of any of its obligations provided it informs the Customer that it has done so.

14.2 The Customer may not assign this agreement without the written consent of Acuity.

15. Variations

Variations to any agreement will only come into effect when they have been properly agreed through the Acuity change control process and defined in writing by all parties.

16. Notices and consents

All notices shall be in writing and shall be sent to the address of the recipient set out in any agreement or to such other address as agreed.

17. Entire Agreement

The agreement and these standard terms and conditions form the entire understanding of the parties and supercedes all earlier agreements, understandings and representations relating to its subject matter. All agreements shall be governed by and interpreted in accordance with the laws of England.