



Commercial Trade Agreement

Version 1.0.0

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Executive Summary

The following constitutes the Agreement between Netpractise and the Buyer and the End-User as defined applicable.

The purpose of this Agreement is to define the rights and the responsibilities of the Netpractise, the Buyer and the End-user when undertaking commercial trade and therein to define the framework in which such commercial trade is undertaken.

Notwithstanding the provisions, terms and conditions herein, the spirit of the Agreement is to minimise the opportunity for misunderstanding, error or dispute and to optimize the opportunity for successful commercial trade.

Interpretation

In this Agreement the following words and phrases have the following meanings:

“Agreement” means this Agreement and the provisions, terms and conditions therein.

“Netpractise” means Netpractise Limited, a company incorporated under the laws of England, whose registered office is situated at Swan House, Exchange Road, Lincoln, LN6 3JZ. Registration number is 8723721.

“Buyer” means any person, organisation, entity or firm named as being the purchaser of the Products and/or the Services from Netpractise in a Quotation or Purchase Order.

“Parties” means Netpractise and the Buyer.

“End-User” means the end user or final recipient of the Products and/or the Services.

“Quotation” means the written quotation for Products and Services as may be provided by Netpractise to the Buyer.

“Products” means the products (hardware and/or software) to be provided by the Netpractise to the Buyer as specified in Netpractise’s written Quotation.

“Services” means the services to be provided by the Netpractise to the Buyer as specified in Netpractise’s written Quotation.

“Price” means the total price stated in Netpractise’s Quotation.

“Purchase Order” means written order for the provision of Products and/or Services as may be provided by the Buyer to Netpractise.

“Invoice” means written invoice for payment for the provision of Products and/or Services as may be detailed within a Purchase Order.

“Credit Note” means written credit note for payment of an individual credit against and individual Invoice.

“Attachment” means a written attachment to this Agreement, as accepted in writing by the Parties.

“Schedule” means a written schedule to this Agreement as accepted in writing by the Parties.

“Amendment” means a written amendment or provision to this Agreement, as accepted in writing by the Parties.

“Confidential Materials” means any confidential information, as may be defined within this Agreement, disclosed by the Discloser to the Receiver.

“Discloser” means the discloser of confidential information.

“Receiver” means the receiver of confidential information.

“Purpose” means a Quotation or Invoice, and the Products and/or Services therein, or other written statement mark as “confidential”.

“Project” means the work undertaken by Netpractise for the Buyer from time to time.

“Maintenance & Support Agreement” (MSA) means an agreement for the provision of maintenance and support services to the Buyer.

“Service-Level” means the level of service to be provided by Netpractise to the Buyer.

“Term” means the term or duration of an MSA.

“Equipment” means the equipment (hardware and software) covered by an MSA as specifically defined within the MSA.

“Software” means the proprietary software of Netpractise.

“Software License” means the license for use of the Software.

“Device” means any computer, laptop, tablet, PDA, player or device intended to run Software.

“Materials” means any guide, manual, instruction or release note, related to the Software.

“Display” means any Screen, LCD, LED, Plasma, CRT, TFT, TV, PDA, Projector or other such display device.

“1st Line” means front line helpdesk services for software

“2nd Line” is the escalation point for 1st line helpdesk

“3rd Line” is on site support by a hardware engineer

“4th Line” means software development support for bug fixes

“Hardware Maintenance” means support for hardware by means of remote returns management and / or hardware replacement

“Software Maintenance” means buyer access to software updates for bug fixes and or new features

“Software Support” means buyer access to our help services based on the level of service you are entitled too.

1. Quotations

Quotations shall be issued by Netpractise to the Buyer in written format only (electronic and/or hardcopy) and shall be dated with the date of issue and shall have a unique identifier or reference for identification.

Quotations issued by Netpractise to the Buyer shall state the End-User, the scope of Products and/or the Services and the Price associated therein. All Products and/or Services which are not specifically stated therein are specifically excluded.

It remains the sole and exclusive duty of the Buyer to read the Quotation in its entirety and to ensure that the scope of Products and/or Services therein is, without further dispute, fully sufficient and suitable for their requirement.

Where applicable, Quotations issued by Netpractise to the Buyer shall state in writing any additional provisions, terms and conditions, which may be specific to the individual Quotation. All such additional provisions, terms and conditions therein shall be considered in addition to the provisions, terms and conditions of this Agreement, as stated herein. It remains the sole and exclusive duty of the Buyer to read all such additional provisions, terms and conditions, which may be specific to the individual Quotation, as will be written on said Quotation and where the End-User is a third-party other than the Buyer, to advise the End-user of such provisions, terms and conditions to the extent to which the Buyer, at its sole discretion, feels necessary to do so.

Quotations issued by Netpractise to the Buyer may not be ordered in part by the Buyer. Should the Buyer wish to order a Quotation in part, the Buyer shall request that a new Quotation is issued by Netpractise to the Buyer for the limited or part scope of Products and/or Services, as may be required by the Buyer in such instance, and Netpractise shall raise and issue a new Quotation accordingly.

2. Purchase Orders

A Purchase Order from the Buyer shall only be accepted by Netpractise where the Purchase Order:

Is in written format (digital and/or hardcopy) which may not be altered subsequent to transmission, issue or delivery.

Is dated with the date of issue and signed by an authorised signatory of the Buyer, or contains another such official mark of authorisation of the Buyer.

Contains a clear and unambiguous reference to the unique identifier or reference, as stated within the associated Quotation from Netpractise.

Contains a clear and unambiguous reference to the intended End-User, as stated within the associated Quotation from Netpractise.

Contains the complete scope of Products and/or Services, as stated within the associated Quotation from Netpractise.

Contains the correct total Price, as stated within the associated Quotation from Netpractise (including any and all relevant taxes, duties and other such charges as may be applicable to the Purchase Order).

By the Buyer issuing a Purchase Order to Netpractise, Netpractise shall rightly and justly consider that the Buyer has, without dispute, accepted, in full, the limited scope of Products and Services and the Price as detailed within the Quotation and the provisions, terms and the conditions of this Agreement, as stated herein, and any such additional provisions, terms and conditions which have been stated in writing within the associated Quotation issued by Netpractise to the Buyer and this has been confirmed by the Buyer.

3. Variations and Variation Orders

Netpractise reserves the right to charge for any and all Products and/or Services, which may be required for the fulfillment of a project, above and beyond the scope of Products and/or Services which may be stated within a given Quotation.

In such circumstances where additional products and/or Services may be required, with the agreement of the Buyer:

Netpractise shall advise the Buyer and shall provide the buyer with a new Quotation for the provision of such scope of Products and/or Services.

The Buyer shall issue Netpractise with a new Purchase Order against the said new Quotation for the provision of such scope of Products and/or Services.

Any and all additional Products and/or Services required for the fulfillment of a project, which are not specifically detailed and priced within a given Quotation and associated Purchase Order shall only be supplied and/or delivered by Netpractise to the Buyer upon receipt, by Netpractise, of an additional Purchase Order from the Buyer for such additional Products and/or Services.

In such cases where time may be of the essence, Netpractise may, at its sole and exclusive discretion, provide additional Products and/or Services to the Buyer, upon receipt of a Variation Order, where such a variation order:

Clearly states the scope of additional Products and/or Services required.

Clearly states full and undisputed acceptance of the provisions, terms and conditions of this Agreement and any such additional provisions, terms and conditions which may be stated in writing upon an individual variation order.

Clearly shows the dated signature and printed name of an authorised representative of the Buyer and/or the End-User as may be appropriate.

Where a Variation Order is raised;

Netpractise will issue the Buyer with a formal Quotation in accordance with the Variation Order within 48-hours of receipt of the Variation Order.

The Buyer shall then issue Netpractise with a Purchase Order in accordance with the Quotation within 48-hours of receipt of the Quotation.

The Buyer accepts, in full and without dispute, that all Variation Orders, as may be signed by an authorised representative of the Buyer who is regularly dealing with the contents of such orders' and have 'and/or the End-User and/or the End-User, shall be valid in full and may be interpreted by Netpractise as constituting a Purchase Order to Netpractise from the Buyer and that the Buyer shall, without dispute, pay all and any subsequent Invoices for the supply to the Buyer of Products and/or Services by Netpractise, as may be detailed within the Variation Order.

4. Delays and Stoppages

Netpractise reserves the right to charge in addition to any Quotation and associated Purchase Order for any and all time, materials and expenses incurred in the delivery of its Products and/or Services to the Buyer. Netpractise will use its best endeavours to communicate with the Buyer to minimise any delays /issues in order to fulfil its duties. Where Netpractise is unable to properly fulfill its duties under said Purchase Order due to:

Delays to its work caused by the demonstrable non-fulfilment of pre-requisites and/or assumptions and/or dependencies, and/or obligations of the Buyer, as may be stated within the associated Quotation, or the demonstrable interruption or the negligence of the Buyer and/or other parties, pertaining to the delivery of the Products and/or Services.

Stoppages to work caused the demonstrable non-fulfilment of pre-requisites and/or assumptions and/or dependencies, and/or obligations of the Buyer, as may be stated within the associated Quotation, or the demonstrable interruption or the negligence of the Buyer and/or other parties, pertaining to the delivery of the Products and/or Services.

Where under such circumstances, the charge levied by Netpractise to the Buyer for the time, materials and expenses incurred due to the delay and/or stoppage shall be, in the sole and undisputed opinion of Netpractise, commensurate with the time and/or duration of the delay or stoppage and/or the materials utilised and/or expenses incurred by Netpractise.

5. Cancellations and Reschedules

Netpractise reserves the right to charge for all or any time, materials and expenses incurred in the delivery of its Products and/or Services to the Buyer, where Netpractise is unable to properly fulfill its duties due to the cancellation or reschedule of any Purchase Order issued to Netpractise by the Buyer, where such a cancellation or reschedule is:

For scheduled Project work; within 2 working-days of the scheduled delivery of Products and/or Services; or

For scheduled Preventative Maintenance Engineering assigned to fulfill our obligations under a Maintenance and Support Agreement; within 1 working- day of the scheduled delivery of Products and/or Services; or

For scheduled Call-out Engineering assigned to fulfill our obligations under a Maintenance and Support Agreement; within 4 working-hours of the scheduled delivery of Products and/or Services.

Where under such circumstances, the charge levied by Netpractise to the Buyer for cancellation or reschedule shall be, in the sole and undisputed opinion of Netpractise, commensurate with:

The day-rate of the engineers, as written in the associated Quotation, allocated to the project, where said engineers cannot be effectively redeployed by Netpractise on other commercial projects, to a maximum of 2 working days.

The Price, in full, of all and any Products relating to said cancellation or reschedule, which cannot be returned by Netpractise to their supplier. In which case Netpractise will then issue said Products to the Buyer.

The Price, in full, of all and any re-stocking charges, levied upon Netpractise by their supplier, against any Products returned to them by Netpractise, relating to said cancellation or reschedule.

6. Working Hours

Unless specifically detailed otherwise within an individual Quotation, Netpractise working hours as are follows (excluding Bank/Public Holidays)

09:00-17:30 (GMT) Monday-Friday

7. Price and Validity

The Price quoted for the Products and/or Services shall be the Netpractise's quoted price, which shall be valid for 30 days from the date of issue only (excluding Prices quoted in currencies other than GBP £ Sterling), after which time the quoted Price may be altered by Netpractise without giving any notice to the Buyer.

The Price quoted within any given Quotation does not imply nor constitute a benchmark for any future Quotations by Netpractise to the Buyer and/or any other party.

The Price quoted by Netpractise to the Buyer shall be quoted in GBP £ Sterling, unless specifically stated otherwise in writing, within the Quotation.

Prices quoted in currencies other than in GBP £ Sterling may fluctuate, due to global currency exchange markets, up to the date of the Purchase Order. In such cases, Netpractise reserves the right to adjust the Price quoted accordingly, at any time up to the date of Purchase Order.

The Price is exclusive of any applicable VAT and/or associated taxes or duties, which shall be added to the Price, unless specifically stated otherwise in the Quotation.

8. 3rd-Party OS and Service Provider Charges

The Buyer and/or End-User shall assign and free-issue against their corporate license any Microsoft or otherwise Operating System software licenses as may be required for a Project, unless stated otherwise in the Quotation.

Some RSS, XML and other 3rd-party provider data feeds may require licensing and/or subscription from a 3rd-party service provider. Any and all subscriptions must be undertaken directly between the Buyer and/or the End-User and the 3rd-party service provider, as Netpractise cannot act as an agent thereof.

Some broadcast television and radio feeds may require licensing and/or subscription from a 3rd-party service provider. Any and all subscriptions must be undertaken directly between the Buyer and/or the End-User and the 3rd-party service provider, as Netpractise cannot act as an agent thereof.

It remains the sole and exclusive duty of the Buyer and/or another party to ensure that all requisite licenses and subscriptions have been procured, prior to the commencement of our works.

9. Invoice and Payment

Netpractise shall be entitled to invoice the Buyer for the provision of all and any Products and/or Services supplied to the Buyer, against any individual Purchase Order, according to the provisions, terms and conditions of this Agreement and any such additional provisions, terms and conditions which may be stated within the associated Quotation.

Netpractise reserves the right to raise an Invoice to the Buyer in full or in part against any given Purchase Order, where;

The Products within any given Purchase Order (hardware and/or software) may be invoiced upon delivery where delivery is defined as:

- The Products have been delivered to the Buyer by Netpractise; or
- The Products have been delivered to the End-User by Netpractise; or
- The Products have been delivered to Netpractise and are being held in Bond by Netpractise on behalf of the Buyer or End-User for shipment to the Buyer or End-User at a later date

The Services within any given Purchase Order may be invoiced upon completion and performance testing of said Services; or

As determined by the stated payment plan of an individual Maintenance and Support Agreement.

Invoices shall be issued by Netpractise to the Buyer in written format (electronic and/or hardcopy) and shall be dated with the date of issue and shall have a unique identifier or reference for identification. Each Invoice will reference the unique identifier or reference of the Buyer's Purchase Order.

The Price and any additional sums payable, as may be detailed on the Invoice, shall be paid to Netpractise by the Buyer within 30-days of the date of the Netpractise's invoice, without set off or deduction of any kind.

The Buyer will notify Netpractise, in writing, within 2 working-days of receipt of any Invoice from Netpractise, if it considers such an Invoice to be invalid or incorrect, failing which the Buyer will be deemed by Netpractise to have accepted the Invoice in full and without dispute.

The Buyer warrants that only a demonstrable error in the Invoice, against the associated Purchase Order to said Invoice, shall constitute an Invoice to be considered invalid or incorrect and the Parties warrant that all efforts shall be made by the Parties to remedy any demonstrable Invoice error and that time shall be of the essence in such a remedy.

The Buyer warrants that at any time, any delay, stoppage or failure of any payment to the Buyer, from any third-party, shall not in any way hinder, delay or stop the timely payment of all and any Invoices issued to the Buyer by Netpractise, which may at any time, under the provisions, terms and conditions of this Agreement, be due for payment.

If the Buyer fails to make any payment on the due date then, without prejudice to any of the Netpractise's other rights, Netpractise may elect, in its sole discretion, to suspend the provision of Products and/or Services, in part or in full, to the Buyer, until a time of Netpractise's sole discretion.

Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of full payment (both dates inclusive) at a rate of 4% above Barclays Bank plc's base rate and shall accrue at such a rate after, as well as before, any judgement.

10. Credit Notes

Any credit claim by the Buyer against an Invoice, shall be issued to Netpractise by the Buyer in written format (electronic and/or hardcopy) and shall be dated with the date of issue and shall have a unique identifier or reference for identification. Each claim will reference the unique identifier or reference of the related Netpractise Invoice.

Any credit claim by the Buyer against an Invoice, accepted by Netpractise, shall be issued to the Buyer in written format (electronic and/or hardcopy) as a Credit Note and shall be dated with the date of issue and shall have a unique identifier or reference for identification and will reference the unique identifier or reference of the related Netpractise Invoice.

Credit will be payable only upon receipt in full of any and all payment for the related Invoice.

11. Performance, User Acceptance, Warranties and Liabilities

Netpractise shall provide the Products and perform the Services to the Buyer and/or the End-User with reasonable skill and care and will use its reasonable endeavours to provide

the Products and/or the Services promptly, having regard to the current availability of personnel, supplies and facilities.

Netpractise shall maintain sufficient suitably qualified and experienced personnel to supply the Products and/or perform the Services to the Buyer and/or the End-user.

Where the Buyer is acting as an agent or a reseller to the End-user, Netpractise shall refer to the Buyer as its "Partner" and shall conduct its communications, interactions and engagements with, and provision of Services to, the End-User, on behalf of the Buyer, in a professional manner.

The Buyer shall remain responsible to Netpractise to ensure that, prior to the commencement of our work, all assumptions, pre-requisites and dependencies have been fulfilled. The Buyer accepts that failure to ensure such fulfilment will result in delays, stoppages, cancellations or reschedules, which shall be chargeable under the provisions, terms and conditions of this Agreement.

Netpractise may at any time make any changes to the Products and/or the Services, which are necessary to comply with any applicable safety or other statutory requirements, or which do not in, its sole opinion, materially affect the nature or quality of the Products and/or the Services. Netpractise will advise the Buyer in writing of any such changes.

Netpractise will not be responsible to the Buyer and/re the End-User for the continuity of supply of equipment from any 3rd-party suppliers or the lead-times, thereof.

Netpractise shall have no liability to the Buyer and/or the End-user for any loss, damage, costs, expenses or other claims for compensation arising from any specifications or instructions supplied to Netpractise, or other, by the Buyer and/or the End-User which are incomplete, incorrect, inaccurate, illegible, illegal, out of sequence or in the wrong form, or any other fault of the Buyer and/or the End-User.

Upon delivery of the Products to the Buyer and/or the End-user and/or their designated location, as specified within the Quotation and Purchase Order, the Products will be considered as accepted by the Buyer and shall be the total responsibility of the Buyer in regards to, theft, integrity, security, damage and associated insurances.

Upon completion of the Services, in accordance with the Quotation, the Products and Services will be tested by Netpractise (performance test, which may be taken in stages) in the presence of a representative of the Buyer and will be accepted for handover by the Buyer in wiring (SIGN-OFF).

Following testing and handover (SIGN-OFF), unless where a separate Maintenance and Support Agreement is undertaken between Netpractise and the Buyer, a Standard Operational Warranty period will be applicable, for all Products and Services provided by Netpractise. The warranty is limited to:

Hardware:

First thirty (30)-days: The function of the Products (excluding any and all user error) and where no Service-level beyond best endeavour is implied or is applicable.

Thereafter: The limited liability warranty of the manufacturer of each Product (excluding, unless where included within said warranty, any associated Services) and

where no Service-level beyond best endeavour is implied or is applicable (unless where included within said warranty).

Services:

First thirty (30)-days: The functional configuration of the Products as may have been influenced by the Services (excluding any and all user error) and where no Service-level beyond best endeavour is implied or is applicable.

Thereafter: No cover.

Software:

First thirty (30)-days: The functional configuration of the Software as may have been influenced by the Services (excluding any and all user error) and where no Service-level beyond best endeavour is implied or is applicable.

Thereafter: No cover.

If the Buyer requests that Netpractise repairs a fault or defect in the Products and/or the Services provided and no such fault or defect is subsequently to be demonstrably found, upon investigation by Netpractise, then the Buyer accepts, without dispute, that it will be liable for the time, materials and expenses, in the sole and undisputed opinion of Netpractise, commensurate with the time and/or duration of the investigation and/or the materials utilised and/or expenses incurred by Netpractise.

If the Buyer requests that Netpractise repairs a fault or defect in the Products and/or the Services provided and a fault or defect is subsequently found upon investigation by Netpractise, then Netpractise's entire liability shall be limited to making good the individual fault or defect, without charge to the Buyer, by repair or (at Netpractise's sole discretion) replacement of any defective parts.

Except in respect of death or personal injury caused by the Netpractise's negligence, or as expressly provided in the provisions, terms and conditions of this Agreement, Netpractise shall not be liable to the Buyer and/or the End-User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the individual Purchase Order, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Netpractise, its servants or agents or otherwise) which arise out of, or in connection with, the provision of the Products and/or the Services, or their use by the Buyer and/or the End-User, and the entire liability of the Netpractise under, or in connection with, the individual Purchase Order shall not exceed the amount of the Netpractise's Price for the provision of the Products and/or the Services as detailed within the individual Purchase Order.

12. Independence and Non-Exclusivity

The provision of a Quotation by Netpractise to the Buyer and/or the acceptance of a Purchase Order from the Buyer by Netpractise do not create any relationship between the Parties of partnership, joint venture or other legal entity, expressed, implied or otherwise.

Notwithstanding their obligations under this Agreement, both Parties shall have the right to retain and/or enter into an agreement with any other party to provide the Products and/or

the Services or any products or services similar to the Products and/or the Services and/or to provide such Products and/or perform such Services itself.

Where the Buyer is acting as an agent or a reseller to the End-user, Netpractise shall respect the commercial relationship between said Buyer and said End-User and, in such circumstances, will not actively seek to engage in a direct commercial relationship with said End-User of the Buyer, except where, and where under such circumstances, there is no breach of any other agreement;

Said End-User of said Buyer is an existing customer and/or End-User of Netpractise and/or has previously demonstrably been engaged directly by Netpractise for the purposes of commencing a direct relationship with Netpractise.

Said End-User of the Buyer is demonstrably a customer and/or End-User of another Buyer of Netpractise.

Said Buyer provides Netpractise with a written authorisation to undertake a direct commercial relationship with said End-User.

Such an End-User of the Buyer has formally and demonstrably terminated or somehow restricted their commercial relationship with said Buyer.

13. Insurance and Force Majeure

Both Parties shall, at all times under this Agreement, maintain the appropriate insurances to cover their respective risks under this Agreement, where such cover shall be commensurate with levels and amounts in their respective markets. Both Parties shall agree to provide evidence of insurances upon request.

Netpractise shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Netpractise's obligations in relation to provision of the Products and/or the Services, or failure in performance of any part of a Purchase Order if such delay or failure arises from any cause beyond its reasonable control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, shortages in supplies, delays in transportation, war, natural disasters, acts of God, or requirements of any governmental authority. The obligations under this Agreement shall be suspended to the extent made necessary by such force majeure event, provided that the Party whose performances fails or is delayed shall give immediate notice to the other Party of the force majeure event and provided that the disabling effect of such force majeure event shall be eliminated as soon as reasonably possible and to the extent reasonably possible.

14. Copyright and Intellectual Property Rights

Whether copyrightable or not, or patentable or not, all technical, scientific, commercial or financial inventions, innovations, designs, concepts, programs (including, but not limited to, all object and source code and programmer and user documentation), know-how and techniques made or conceived by Netpractise (solely or jointly with others), together known as "intellectual property" shall remain the sole and exclusive property of the Netpractise.

Netpractise may, at its sole discretion, grant the Buyer a limited license to use and/or reproduce such intellectual property. Such a license must be in writing with the signature of at least two Executive Directors of Netpractise.

The acceptance by Netpractise of a Purchase Order from the Buyer or the granting of a license for use by Netpractise to the Buyer shall not deliver or infer any right or lien to the Buyer over any intellectual property of Netpractise.

All right, title and interest in and to such technical, scientific, commercial or financial inventions, innovations, designs, concepts, programs (including, but not limited to, all object and source code and programmer and user documentation), know-how and techniques, which are conceived or developed directly from or in connection with any Products and or Services provided pursuant to a Purchase Order, shall be and shall remain the sole and exclusive property of Netpractise. These rights may not be transferred to any other party without prior permission in writing from the Netpractise with the signature of at least two Executive Directors of Netpractise.

In such cases where Netpractise may produce commercial material for the Buyer, which the Buyer is required to provide to an End-User for the purpose of conducting business, where such material shall include but not be limited to quotations, designs, drawings, know-how, intellectual property and Price, then the Buyer warrants to Netpractise that such material shall be passed only to the intended End-User, as is defined in the Quotation and/or the Purchase Order, and that the Buyer shall take all reasonable undertaking to advise said End-User of all and any copyrights and intellectual property and that the End-User shall enter into an agreement of acceptance with the Buyer to consider such materials are copyright and/or confidential as may be applicable.

15. Confidentiality

The Parties shall, during the course with its relationship with each other and in terms of this Agreement, provide various Confidential Materials to one another, where such Confidential Materials may mean, but not be limited to:

Technical, scientific, commercial, financial or market information, know-how or trade secrets; or

Data concerning business relationships, processes, services, personnel, architecture, information, demonstrations or machinery; or

Plans, designs, drawings, functional an technical requirements and specifications; or

Information relating to the Discloser's strategic objectives and planning for both its current and future technology needs; or

Information contained in or constituting the Discloser's hardware or software, including any third-party products, and associated material and documentation; or

Intellectual property that is proprietary to the Discloser or that is proprietary to a third-party and in respect of which the Discloser has rights or use or possession; or

Information concerning faults or defects in the Discloser's systems, hardware, software and processes or the incidents of such faults or defects; or

Agreements to which the Discloser is a party; or

And all other information in whatever form, whether or not subject to or protected by common law or statutory laws relating to copyright, patent, trademarks, registered or unregistered or otherwise,

Which is disclosed or communicated to the Receiver by the Discloser in connection with or arising out of the Purpose; by its nature or content is identifiable as confidential and/or proprietary to the Discloser and/or any third-party in relation to or arising out of the Purpose.

The Discloser makes no representation nor gives any warranty relating to the accuracy of such disclosure or that in fact such disclosures are exhaustive. Furthermore, the Discloser does not provide any warranty that the Confidential Materials shall be accurate, bug free or that same shall not contain any defects of whatsoever nature and the Receiver shall have no claim, nor shall the Discloser have the obligation to pay the Receiver for any damages and/or losses arising there from.

All Confidential Materials disclosed by the Discloser to the receiver remains proprietary of the Discloser and the disclosure of such Confidential Materials does not confer or suggest any rights of whatsoever nature in such Confidential Materials to the Receiver.

The Receiver agrees to protect the Confidential Materials of the Discloser by using the same standard of care used to safeguard its own Confidential Materials and taking all reasonable steps to prevent any unauthorised disclosure of such Confidential Materials.

The Parties shall not make or issue any formal announcement, advertisement or statement to the press in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter thereof to any other person or entity without the prior written consent of the other.

The obligations of confidentiality between the Parties pursuant to the provisions, terms and conditions of this Agreement shall not extend or apply to any information that is demonstrably:

Known or in the possession of the Receiver, prior to disclosure by the Discloser, or

Becomes publicly known, otherwise than pursuant to a breach of this Agreement, or

Acquired independently of the Discloser, by the Receiver, in circumstances which do not constitute a breach of this Agreement, or

Disclosed to a third-party, pursuant to the written authorisation of the Discloser, or

Disclosed by the Receiver to satisfy an order of the court under the Jurisdiction of this Agreement, or to comply with any laws or regulations in force from time to time, provided that in these circumstances, the Receiver shall advise the Discloser in

writing within 20 working-days prior to such a disclosure to enable the Discloser to take whatever steps it deems necessary to protect its interests in this regard; provided further that the Receiver will disclose only that portion of the Confidential Materials which it is legally required to disclose and that the Receiver shall use its reasonable endeavours to protect the confidentiality of such Confidential Materials to the widest extent possible in the circumstances; and

The onus shall be on the Receiver to demonstrate that the provisions of this clause do not apply to Confidential Materials.

The Discloser may at any time, by written notice to the Receiver, require the receiver to return any or all Confidential Materials, and to expunge such Confidential Materials from any electronic retrieval system, photocopy, recording, word processor, computer or similar device into which it was entered or programmed and that the Receiver shall provide the Discloser with a written statement, signed and dated by the person or Director of the Receiver to the effect that the Receiver has not retained any such material in its possession or under its control, either directly or indirectly.

16. Non-Solicitation

The Parties shall respect each other's personnel and may not actively seek to recruit any individual employee, agent, officer or member of the other, for the duration of the Agreement, except where and, where under such circumstances, the terms and conditions of their employment contract do not preclude them from seeking other employment;

Such an individual has had their employment formally terminated by their employer.

Such an individual has formally served notice of resignation to their employer.

The employer has undergone any circumstances which resulted in the termination of this Agreement, as defined within this Agreement.

17. Indemnification

The Buyer shall indemnify and hold Netpractise, its directors, partners, officers, employees, dealers, agents and assignees harmless against any liability for any claims arising from performance by the Buyer of its duties or the exercise of its rights pursuant to this Agreement. This indemnity shall continue in effect even after and notwithstanding the expiration or termination of this Agreement.

Netpractise shall indemnify and hold The Buyer, its directors, partners, officers, employees, dealers, agents and assignees harmless against any liability for any claims arising from performance by Netpractise of its duties or the exercise of its rights pursuant to this Agreement. This indemnity shall continue in effect even after and notwithstanding the expiration or termination of this Agreement.

18. Law and Jurisdiction

The Parties warrant that each shall comply with all laws, rules and regulations pertaining to this Agreement.

This Agreement shall be governed by and interpreted under the laws of England and Wales. The parties agree to the jurisdiction of the English Courts and agree that any action or proceeding brought by either party to enforce this Agreement shall be commenced in these courts.

19. Termination

Notwithstanding any other provision within this Agreement, either of the Parties may (without limiting any other remedy), terminate this Agreement by giving written notice to the other party, upon the occurrence of any of the following events:-

Either of the Parties ceases to trade or carry on business; or.

Either of the Parties has a receiver or receivers appointed over the whole or part of its assets, or suffers the appointment of an administrator; or

Either of the Parties is subject to the proceedings of any bankruptcy or insolvency laws by the other, or by any other 3rd party; or

Either of the Parties convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or

Either of the Parties is in breach of any provisions of this Agreement and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so by the other; or

Either of the Parties may terminate this Agreement for any reason with the provision of 60-days' notice in writing to the other.

Netpractise may terminate this Agreement should the Buyer's and or the End-Users personnel and/or sub-contractors demonstrate aggressive, abusive or otherwise conduct unbecoming against any Netpractise personnel.

20. Consequences of Termination

Notwithstanding any compromise agreement or other remedy, as may be agreed between the parties in writing, all Services provided by Netpractise to the Buyer shall immediately cease.

Netpractise shall have no obligation to the Buyer and/or the End-user to continue or complete any actions, works, or services of any kind whatsoever, whether current or planned, for or on behalf of the Buyer and/or the End-User.

Netpractise shall be entitled to:

Immediately invoice the Buyer in full for any and all Products which have been provided to the Buyer and/or the End-User, as the fulfillment of any Purchase Order from the Buyer.

Immediately invoice the Buyer in full for any and all Products which have been procured by Netpractise for the fulfillment of any Purchase Order from the Buyer and cannot, at Netpractise's sole option, be returned by Netpractise to their supplier. Netpractise will then issue said Products to the Buyer.

Immediately invoice the Buyer in full for any and all re-stocking charges for all and any Products which can, in Netpractise's sole opinion, be returned by Netpractise to their supplier and where such Products have been returned by Netpractise to its supplier.

Immediately invoice the Buyer in full for all and any Services which have been provided to the Buyer and/or the End-User to the date of the Services are ceased, as the fulfillment of any Purchase Order from the Buyer.

The Buyer shall be obliged to pay Netpractise in full, any and all sums due and outstanding, including any amounts pursuant to their obligations under this Agreement, within 60-days of the date of termination, without set-off of any kind, where Netpractise has fulfilled all its obligations under this Agreement.

Netpractise shall be obliged to pay the Buyer in full, all sums due and outstanding, including any amounts pursuant to the provisions, terms and conditions of this Agreement, within 60-days of the date of termination, without set-off of any kind, where the Buyer has fulfilled all its obligations under this Agreement.

Both Parties shall immediately cease to utilise and shall demonstrably destroy, or return to the other in full, any intellectual property and/or confidential information and/or Confidential Materials of the other as may have been supplied and/or interpreted under this Agreement.

The Buyer shall immediately cease to affiliate itself with Netpractise in any manner.

21. Notices

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed as per below which shall for the purpose of this Agreement be considered the relevant domicilia citandi and executandi of the Parties.

Notices by the Buyer to Netpractise should be made to:

“The Financial Director”

At the Registered Office of Netpractise

Specific Notices by Netpractise to a specific Buyer, relating to the provisions, terms and conditions of this Agreement shall be made to:

“The Financial Director”

At the address stated on the Buyer’s Purchase Order

Any such notice may be delivered personally or sent by first class prepaid letter, email or facsimile transmission and will be deemed to have been received:-

By hand delivery: at the time of delivery

By first class post [to an address within the United Kingdom]: 48 hours after the date of mailing as defined on the official postmark.

By first class post [to an address outside the United Kingdom]: 7 working-days after the date of mailing as defined on the official postmark.

By email transmission: upon receipt of a “Read Receipt” from the receivers email exchange system, where a hardcopy is also sent by first class post including a copy of such receipt.

By facsimile transmission: upon receipt of a “Received Receipt” from the receivers facsimile exchange system, where a hardcopy is also sent by first class post including a copy of such receipt.

General Notices by Netpractise to Buyers shall be made on our website at www.netpractise.com and shall be emailed to the Buyer. It shall remain the sole responsibility of the Buyer to monitor such notices.

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision, term or condition of this Agreement is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions, terms or conditions of this Agreement and the remainder of the provision, term or condition in question shall not be affected.

Nothing in these terms shall confer on any third party any benefit or right to enforce any of the provisions, terms or conditions of this Agreement.

22. Entire Agreement, Assignment, Beneficiaries and Survival

This Agreement, together with all Attachments, Schedules, Amendments, Purchase Orders and Invoices shall constitute the entire Agreement between the Parties and supersedes any prior engagements, negotiations or proposals, written or oral, between the Parties. There are no other representations, conditions or warranties, expressed or implied, statutory or otherwise between the Parties applicable to this Agreement, as specifically set forth herein.

The provisions, terms and conditions of this Agreement shall apply to all contracts for the provision of Products and/or Services by Netpractise, to the Buyer, to the exclusion of all

other terms and conditions which the Buyer may purport to apply under any Purchase Order, confirmation of order, or similar document, unless otherwise agreed in writing by both Parties.

Any Amendment to this Agreement (including any special terms and conditions agreed between the Parties) shall be inapplicable unless made applicable within the provisions of this Agreement or otherwise agreed in writing by both Parties.

Any Attachment to this Agreement shall be inapplicable unless made applicable within the provisions of this Agreement or otherwise agreed in writing by both Parties.

Any Schedule to this Agreement shall be inapplicable unless made applicable within the provisions of this Agreement or otherwise agreed in writing by both Parties.

This Agreement shall not be assigned or transferred to any third-party without the express consent in writing of Netpractise. Otherwise, this Agreement shall remain inured to the benefit of and be binding upon the successors and permitted assigns of the Parties.

Should any provision of this Agreement be ruled or determined to be void or unenforceable, in whole or in part, the provision shall be deemed to be severable from this Agreement and shall not cause the invalidity or unenforceability of any other provision within this Agreement.

No provisions of this Agreement shall not confer upon, or give to, any person or entity, other than the Parties, any rights, remedies or other benefits under, or by any reason of, this Agreement.

Any provision of this Agreement that, by its nature, should survive the termination of this Agreement shall survive such termination, including (without limitation) the provisions for payment, confidentiality and indemnification.

23. Acceptance of Terms and Conditions

By the Buyer issuing a Purchase Order to Netpractise, Netpractise shall rightly and justly consider that the Buyer has, without dispute, accepted in full, the scope of Products and Services and the Price as detailed within the Quotation and the provisions, terms and the conditions of this Agreement, as stated herein, and any such additional provisions, terms and conditions which have been stated in writing within the associated Quotation, issued by Netpractise to the Buyer.

Where the Buyer is not the End-User and the Buyer is acting as an agent or a reseller to the End-user, Netpractise reminds the Buyer that this Agreement is between Netpractise and the Buyer and that Netpractise strongly recommends that the Buyer ensures that the End-User does enter a separate and binding agreement with the Buyer to comply with the provisions, terms and conditions of this Agreement.