

GENERAL

1. These conditions shall apply to all software licences, services, and other items ("Goods") offered from time to time for sale by Epix Systems Ltd ("Epix") and purchased by any customer ("Customer"). The term "Agreement" means any agreements entered into between Epix and a Customer to which these standard Terms and Conditions apply.
2. The following terms and conditions supersede any inconsistent or supplementary provisions contained in the Customers purchase order(s) or any other communications. Epix contracts with the Customer on condition that the Customer accepts these terms and conditions without modification or qualification and, without prejudice to this, the delivery of Goods or the acceptance of Goods or any other act or conduct of the Customer in confirmation of the supply of Goods shall constitute an unqualified acceptance by the Customer of these terms and conditions.
3. All software supplied by Epix is licenced subject to the terms and conditions contained in Epix's Licence Agreement and in some cases its suppliers' licence agreements.
4. All Goods or parts of Goods supplied by Epix which are manufactured or supplied by a third party are additionally subject to that manufacturer's / supplier's standard terms and conditions, which will be provided on request, and any warranties or guarantees are limited to those provided by that manufacture / supplier.
5. No representations, warranties, or guarantees other than those contained herein, and no variation of these terms and conditions, shall be binding on Epix unless contained in a written document signed by a director of Epix. Any variation, warranty or guarantee made as aforesaid will apply only to the particular order concerned except where otherwise agreed.

PRICES

6. Prices are subject to change without notice. Epix reserves the right to charge the current prices in force at the time of order or acceptance of the Goods.
7. All prices are net of postage or packaging, Value Added Tax, and any other taxes or duties chargeable in respect of the sale of Goods, which shall be charged and are payable by the Customer in addition.

CUSTOMER'S OBLIGATIONS

8. During the continuance of the Agreement the Customer shall:
 - a) Provide, free of charge, reasonable usage of machine time, communications, stationery, media, suitable working accommodation and access deemed necessary by Epix to fulfil the Agreement and shall provide an appropriate environment or platform to enable Epix to provide or test the Goods and, in particular, the Customer warrants to Epix that the Customer shall provide an environment capable of receiving the Goods;
 - b) Furnish Epix promptly upon receipt of a request such information as Epix may reasonably require for the provision of the Goods;
 - c) Nominate prior to the provision of any services under the Agreement an authorised representative to be its prime point of contact with Epix during the continuance of the Agreement;
 - d) Ensure the accuracy and validity of all data and technical information provided to Epix;
 - e) Allow Epix reasonable access to its employees for the purpose of investigation and discussion in connection with the Agreement and ensure that its employees cooperate fully with Epix in relation to the provision of any services under the Agreement;
 - f) Provide free and safe access as is necessary by Epix to comply with its obligations under the Agreement; and
 - g) Ensure that equipment provided by Epix for the purpose and provision of the Agreement shall not be modified, changed or removed without prior written permission of Epix. Where such equipment is modified, changed or removed then the cost of restoring or replacing the equipment shall be recovered from the Customer.

BUSINESS ASSOCIATES AND DELEGATION

9. Epix may delegate any of its obligations or responsibilities arising out of the Agreement to any of its business associates. Performance by such associates shall be deemed to be performance by Epix.
10. The Customer may not assign the benefit or burden of the Agreement in any way.
11. At the written request of the Customer Epix may, at its sole discretion, agree to novation of the Agreement. Such agreement must be evidenced in writing.

ORDERS AND DELIVERIES

12. Customer's purchase orders are not binding on Epix until and unless confirmed by Epix in writing and then will only be binding subject to availability.

13. Published availability dates for Goods are provisional and subject to change without notice. Any delivery date quoted is only an estimate and not of the essence. Epix accepts no responsibility or liability for any delay in delivery or failure to deliver.

14. The customer must notify Epix in writing within 3 days after delivery of any damage to Goods in transit and Epix will replace such Goods free of charge. Epix shall not be required to replace any Goods damaged in transit and the Customer shall be obliged to pay for them, if the Customer does not comply with this notification requirement.

15. Epix does not acknowledge any implied right of cancellation of Customer's order(s) and reserves the right to make such charges as it considers reasonable, if (without prejudice to the foregoing) it expressly accepts that any order may be cancelled in whole or in part.

PAYMENT

16. Payment is due as stated on Epix's invoices or, if no terms are stated, on or before the 30th day from the date of invoice. In the event of late payment Epix reserves the right to charge interest at 10% per annum over the Natwest Bank base lending rate from time to time on any outstanding balance calculated from the expiry of such period until the date of payment.

17. If payment of any invoice is not otherwise due it shall become automatically due immediately on the commencement of any act or proceeding in which the Customer's solvency is involved.

18. In the event of late payment Epix reserves the right to suspend further deliveries, technical support and all other services without prejudice to its rights hereunder and without incurring any liability whatsoever.

SPECIFICATIONS AND WARRANTY

19. Epix reserves the right to change designs, colours, materials or specifications of Goods at any time without prior notice.

20. Epix does NOT warrant that its Goods will be free from faults or errors. Subject to clause 4 hereof, any Goods found within twelve months of purchase by the Customer to have contained faults or errors when supplied will, at Epix sole discretion and in whatever manner Epix sees fit, be either rectified, replaced or repaired, or payment for said Goods refunded (providing said Goods are returned to Epix), provided the Customer notifies Epix in writing within the said period giving full details of such faults or errors. This undertaking to rectify, replace, repair or refund shall be the full extent of Epix's liability and in no event will Epix be liable to the Customer for any damages including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such Goods even if Epix has been advised of the possibility of such damages or claims.

21. Subject to clause 4 hereof, Epix warrants to the Customer that any media on which Goods are supplied are free from defects in materials and workmanship at the time of supply. Epix's liability in the event of any breach of this warranty shall be to replace without charge or refund (at its sole discretion) any defective media returned to it within ninety days from the date of delivery, and to refund to the Customer any postage costs incurred in returning defective media. This warranty does not oblige Epix to replace media damaged through misuse or neglect.

22. Except as aforesaid, all warranties, conditions or otherwise and whether arising under the contract of sale, or under any prior agreement, or in oral or written statements made by or on behalf of Epix in the course of negotiations with the Customer or its representatives, are hereby excluded. Under no circumstances shall Epix be liable for any direct, indirect, consequential or incidental loss or damages or injury of any kind whatsoever (including, without limitation, loss of revenue, contracts or profits) or for any damage to or destruction of property, however caused or arising and whether or not as a result of negligence except for death or personal injury caused by the negligence of Epix.

23. Subject to the provisions set out in clauses 20 to 22 above Epix's entire liability to the Customer in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with any Agreement shall be limited to the value of the Agreement.

RISK, PROPERTY AND REPOSSESSION

24. Risk of loss of, or damage to, the Goods shall pass to the Customer on delivery to the Customer.

25. Legal and beneficial ownership in the Goods shall remain in Epix until Epix has received payment in full of the price and any additional sums due under the contract under which the Goods are supplied.

26. Where a licence shall be granted by a Supplier and/or Epix to the Customer then the Customer shall not have the

benefit of the licence until payment in full has been received by Epix.

27. If the Customer fails to make any payment to Epix when due, enters into bankruptcy, liquidation or a composition with its creditors, has a Receiver, Manager, Administrator or Administrative Receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a Court for its winding up or for an Administration Order; or becomes insolvent; or Epix has reasonable cause to believe that any of these events is likely to occur, Epix shall have the right, without prejudice to any other remedies, to enter without prior notice any premises where property owned by it may be and to discharge any sums owed to it by the Customer; to require the Customer not to re-sell or part with possession of property owned by Epix until the Customer has paid in full all sums owed by it to Epix; to withhold delivery of any Goods or services and stop any Goods in transit.

PROPRIETARY RIGHTS

28. Unless otherwise specified in the Agreement, copyright and all other proprietary rights in the Goods and associated documentation and any documentation supplied in respect of any services provided under the Agreement and all parts and copies thereof shall remain vested in Epix or, for third party Products, in the Supplier.

FORCE MAJEURE

29. Epix shall not be liable for any loss or damage caused by the delay in the performance of, or by the non-performance of, any of its obligations hereunder where the same is occasioned by any cause whatsoever which is beyond Epix control including but not limited to Acts of God, civil disturbance, requisitioning, governmental or municipal restrictions, prohibitions or enactments of any kind, strike, lockout or trade disputes (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, illness, breakdown or machinery, fire or accident. Should any such event occur Epix may cancel or suspend any order for Goods made by the Customer without incurring any liability for any loss or damage thereby incurred.

HEADINGS

30. The headings and clauses are for convenience only and shall not effect their interpretation.

LAW

31. These conditions shall be governed and construed by English Law and the English Courts shall have exclusive jurisdiction in connection herewith.

MISCELLANEOUS

32. In the event that any provisions of these Terms and Conditions or the application of any such provision shall be held by a court of law to be contrary to law, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

33. Failure by Epix to enforce any of the rights herein shall not be deemed to be a waiver thereof.

34. Neither the Customer nor Epix shall during the term of the Agreement and for a period of 6 months thereafter solicit or entice away or endeavour to solicit or entice away from the other any employee who has worked under the Agreement without written consent of the other.

35. Where services and other items are charged on an annual basis, Epix reserves the right to vary the charges prior to renewal as it may deem appropriate. The Customer shall receive 90 days' written notice of any such variation. Such variations shall take effect from the starting date of the successive term.

36. Where services and other items are charged on an annual basis they will automatically be renewed for a further twelve (12) months at each anniversary, unless terminated by either party by giving forty five (45) days written notice to the other party prior to expiration of the initial term or any successive term.

HOSTING

Where the Agreement requires Epix to provide hosting for Software licenced to the Customer, the following additional terms and conditions shall apply:

37. Epix shall provide the Customer with application level access to Software via an internet Uniform Resource Locator (URL) together with User IDs and Passwords for each user. No direct access to server hardware, operating system, database management system or other system resources shall be provided.

38. The Customer shall provide, maintain and support its own computer equipment, infrastructure and Internet connectivity to enable it to access the Software via the Internet.

39. Epix shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up off-site on a separate storage system at regular intervals.
40. The Customer shall restrict access to the Software to Customer employees or authorised agents.
41. The Customer shall use commercially reasonable efforts to protect User IDs and passwords.
42. Epix shall use its best and reasonable endeavours to ensure that access to the licenced Software is available, without interruption, 24 hours a day, 7 days a week, 365 days a year. This undertaking shall be subject to the exceptions contained in Clauses 18, 27, 29, 36, 42 and 43 of this document.
43. Whenever possible Epix will endeavour to undertake maintenance work outside of the Customer's business hours.
44. Where support is included in the Agreement, Epix shall provide telephone and email support services during their normal business hours. Epix shall respond to service related incidents and/or requests submitted by the Customer within the following time frames:
- Z. A simple question that we can answer on the phone.
 - A. Complete failure of the system – 4 hours.
 - B. Failure of part of the system preventing some users from working – Response in 4 hours, fix in 12 hours.
 - C. A non-critical problem – 20 days.
 - D. A problem with a temporary work around requiring coding to fix – 20 days.
 - E. Change request – as agreed