

## TERMS AND CONDITIONS

All defined terms in this Agreement will have the meaning assigned to them in Schedule 1.

### 1. Supply of hardware and/or software

The provisions of this clause 1 apply only where the Front Sheet specifies that Kingsbridge IT is to supply hardware and/or software under the Agreement.

1.1 In consideration of the payment of the Hardware Purchase Price and/or Software Purchase Price, Kingsbridge IT will supply the hardware and/or software specified in section 3 of the Front Sheet at the specified location, subject to the other terms and conditions of this Agreement.

1.2 In respect of any hardware to be supplied under the Agreement the Hardware Purchase Price will be as specified on the Front Sheet. In respect of any software to be supplied under the Agreement the Software Purchase Price will be as specified on the Front Sheet.

### 2. Supply of Maintenance Services

The provisions of this clause 2 apply only where the Front Sheet specifies that Kingsbridge IT is to supply Maintenance Services under the Agreement.

2.1 In consideration of the payment of the Maintenance Fee, Kingsbridge IT will supply the Maintenance Services in respect of the Maintained Equipment.

2.2 Kingsbridge IT will provide a help desk which is open and contactable by telephone and electronic mail during Working Hours for reporting any Faults. The relevant help desk number(s) and electronic mail addresses will be advised by Kingsbridge IT to the Customer from time to time.

2.3 The Customer will report Faults during Working Hours.  
The parties will agree the priority of Faults in accordance with the categories set out in Schedule 2. Kingsbridge IT will aim to respond within the period of time applicable to the Fault as set out in Schedule 2, such period to commence when the report is made. Where any such period of time would expire outside Working Hours, Kingsbridge IT will aim to respond on the next Business Day.

2.4 When a Fault is reported Kingsbridge IT will work with the Customer as appropriate to diagnose and help resolve the Fault. Kingsbridge IT will provide on-site attendance as soon as practicable where reasonably requested by the Customer or where remote diagnosis and resolution cannot resolve the Fault.

2.5 Kingsbridge IT agrees to use its reasonable endeavours to provide the Maintenance Services promptly having regard to the availability of personnel, necessary supplies and facilities and commitments or completion of any part of the Maintenance Services. The Maintenance Services will be provided in accordance with the level of support described in section 4 of the Front Sheet.

2.6 The Maintenance Services do not include support of any

Third Party Software unless it is expressly listed in this Agreement or its addition agreed in writing between the parties. Any expenditure incurred by Kingsbridge IT in providing Maintenance Services in respect of Third Party Software will be reimbursed to Kingsbridge IT by the Customer. The Customer is responsible for licensing any such Third Party Software.

2.7 Any price estimate given in the course of providing the Maintenance Services by Kingsbridge IT to the Customer for

replacement hardware or software will be valid for fourteen (14) days.

### 3. Releases

From time to time Kingsbridge IT may inform the Customer when Product Updates are available. Product Updates are not included in the Fees.

### 4. Excluded Maintenance Services

4.1 The Maintenance Services do not include work in respect of any defect, error or other problem (i) resulting from any modification of the Maintained Equipment made by any person other than Kingsbridge IT or its authorised representatives without Kingsbridge IT's prior written approval; (ii) resulting from incorrect use of the Maintained Equipment or operator error; or (iii) in or attributable to equipment and programs used in conjunction with the Maintained Equipment or to any other reason external to the Maintained Equipment.

4.2 Kingsbridge IT may at its discretion provide Maintenance Services in respect of a defect, error or other problem listed under this clause 4 subject to payment of additional fees for such excluded Maintenance Services. The provision of such excluded Maintenance Services will be governed by this Agreement (save in respect of the fees) if the parties agree that excluded Maintenance Services are to be provided.

### 5. Fees and Payments

5.1 The Customer will be invoiced for all Fees due under this Agreement monthly in arrears.

5.2 All invoices issued by Kingsbridge IT will be paid by the Customer within fourteen (14) days of the date of the invoice.

5.3 All Fees payable under this Agreement are exclusive of VAT and other taxes and duties which will be invoiced to and payable by the Customer at the rate and in the manner prescribed by law.

5.4 If any sum payable under this Agreement is not paid when due then, without prejudice to Kingsbridge IT's other rights under this Agreement, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 2 per cent per annum over Barclays Bank plc base rate from time to time.

5.5 If the Customer fails to pay any monies on the due date or does not comply with an obligation imposed upon the Customer under this Agreement then, without prejudice to any other right or

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|       | remedy available to Kingsbridge IT, Kingsbridge IT will be entitled to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7.1 | Kingsbridge IT warrants to the Customer that it has the right to enter into this Agreement. Kingsbridge IT will carry out its obligations under this Agreement with reasonable skill and care.                                                                                                                                                                                                                                                                                                                                                                             |
| 5.5.1 | withhold the supply of any hardware, software or Maintenance Services to be provided to the Customer by or on behalf of Kingsbridge IT until such payment is made; and/or                                                                                                                                                                                                                                                                                                                                                                                                     | 7.2 | Except as expressly set out in this Agreement, all conditions, warranties and representations express or implied by statute, common law or otherwise are excluded.                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.5.2 | suspend the performance of any other obligation owed by Kingsbridge IT under this Agreement or under any other agreement then in force between Kingsbridge IT and the Customer until such payment is made; and/or                                                                                                                                                                                                                                                                                                                                                             | 7.3 | Kingsbridge IT's liability under this Agreement, including any liability for consequential loss or damage which the Customer may suffer or incur, will be limited to the amount of the Fees paid by the Customer under this Agreement.                                                                                                                                                                                                                                                                                                                                     |
| 5.5.3 | require payment in full by the Customer for all the hardware, software and Maintenance Services which the Customer has agreed to purchase under this Agreement before supplying the hardware, software and Maintenance Services.                                                                                                                                                                                                                                                                                                                                              | 7.4 | Kingsbridge IT does not seek to limit or exclude its liability in the event of death or personal injury caused by its negligence or for fraud or for any other liability which it is not permitted by law to limit or exclude.                                                                                                                                                                                                                                                                                                                                             |
| 5.6   | Kingsbridge IT is entitled to increase the Maintenance Fees for all levels of support with effect from each anniversary of the Commencement Date upon 30 days prior written notice.                                                                                                                                                                                                                                                                                                                                                                                           | 7.5 | Subject to clause 7.4 and to the extent permitted by applicable law, in no event will Kingsbridge IT be liable to the Customer for any consequential, special, incidental or indirect damages of any kind or for corrupted data, lost profits or savings, loss of business or other economic loss whether direct or indirect, arising out of or in relation to this Agreement or the services hereunder, even if Kingsbridge IT has been advised of the possibility of such damages and                                                                                    |
| 5.7   | Kingsbridge IT may charge fees additional to the Maintenance Fees where the Customer requires Maintenance Services to be provided outside Working Hours or where the Customer requires the supply and/or installation of hardware or software which does not form part of the Maintained Equipment. Any additional fees will be charged at Kingsbridge IT's applicable rate current at the time such work is carried out.                                                                                                                                                     |     | regardless of the nature of the cause of action or theory asserted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6.    | <b>Customer Obligations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7.6 | The Customer will indemnify Kingsbridge IT against all or any damages, losses, claims, costs and expenses sustained or incurred by Kingsbridge IT as a result of Kingsbridge IT carrying out its obligations pursuant to this Agreement.                                                                                                                                                                                                                                                                                                                                   |
|       | The Customer agrees to:-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.1   | pay the Fees in accordance with this Agreement; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8.  | <b>Data Protection</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.2   | where the Agreement includes the provision of Maintenance Services:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     | The Customer hereby warrants and undertakes to Digital Parts that in providing the Maintenance Services, Digital Parts will not be in breach of the Data Protection Act 1998 (or subsequent enactment) and the Customer will indemnify Kingsbridge IT against all or any damages, losses, claims, costs and expenses sustained or incurred by Kingsbridge IT in connection with any prosecution or civil action brought against Kingsbridge IT under or in connection with that Act as a result of Kingsbridge IT carrying out its obligations pursuant to this Agreement. |
| 6.2.1 | keep full security copies of software specified in section 4 of the Front Sheet and computer records in accordance with best computing practice;                                                                                                                                                                                                                                                                                                                                                                                                                              | 9.  | <b>Service Contacts.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.2.2 | co-operate fully with Kingsbridge IT in the provision of the Maintenance Services by making available to Kingsbridge IT free of charge all information facilities and services reasonably required by Kingsbridge IT to enable Kingsbridge IT to resolve Faults and perform the Maintenance Services including without limitation the recreation of specific conditions, the provision of computer runs, printouts, data preparation, on-site access to facilities and appropriate working accommodation, access to appropriate employees and a safe working environment; and |     | The Customer will appoint Service Contacts to act as Kingsbridge IT's primary contact with the Customer for technical support. Only the Service Contacts may report Faults to Kingsbridge IT. The Customer must provide Kingsbridge IT with up-to-date contact information for the Service Contacts.                                                                                                                                                                                                                                                                       |
| 6.2.3 | comply with Kingsbridge IT's procedures from time to time for the reporting of Faults.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10. | <b>Back-Up</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.    | <b>Warranties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     | During the term of this Agreement, the Customer will be responsible for (1) carrying out regular back-ups of its computer system(s) on separate media and rotating and storing such media in accordance with best competing practice; and (2) providing disaster recovery facilities. The Customer                                                                                                                                                                                                                                                                         |

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|      | acknowledges that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Maintained Equipment or the provision of services under this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        | giving three (3) months prior written notice to the other party.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 11.  | <b>Mutual Confidentiality Obligations.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 13.3   | Kingsbridge IT may terminate this Agreement immediately if:                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11.1 | Each of Kingsbridge IT and the Customer agree to protect any confidential information disclosed to it by the other party during the performance of services under this Agreement from unauthorized disclosure or use as fully as it protects its own confidential information. Each party agrees not to use any confidential information for any purpose other than the provision of services under this Agreement and not to use confidential information disclosed to it by the other party to the commercial disadvantage of the other party. Notwithstanding the foregoing, Kingsbridge IT may use and pass such information to relevant third party service providers or software licensors in relation to product or virus-related Faults or queries submitted by the Customer to Kingsbridge IT's technical support.                                                                                                                    | 13.3.1 | the Customer becomes the subject of a voluntary arrangement or is unable to pay its debts within the meaning of the Insolvency Act 1986; or                                                                                                                                                                                                                                                                                                                                              |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 13.3.2 | the Customer has a receiver, manager, administrative receiver or administrator appointed over all or any parts of its undertaking, assets or income; or                                                                                                                                                                                                                                                                                                                                  |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 13.3.3 | the Customer fails to pay any Fees when they become due.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 11.2 | The obligation of confidentiality will not apply or will cease to apply to any information that: (a) was known to the receiving party prior to its receipt hereunder, (b) is or becomes publicly available without breach of this Agreement, (c) is received from any other person or entity without an obligation of confidentiality to the disclosing party and without breach of this Agreement, (d) is disclosed by the disclosing party to any other person or entity without an obligation of confidentiality, or (e) is disclosed by the receiving party to its professional advisors or pursuant to court order or other requirement imposed by law, provided that the originally disclosing party is given a reasonable opportunity to object to or restrict such disclosure to the extent practicable, and then such disclosure will be permitted only subject to the terms and conditions of such order or other legal requirement. | 13.4   | Upon termination of this Agreement because of a breach by the Customer, Kingsbridge IT's obligation to provide the Maintenance Services under this Agreement will immediately cease. Termination, howsoever or whenever occurring, will be subject to any rights and remedies either party may have under this Agreement in law. Upon termination, the Customer will return any material containing Kingsbridge IT's intellectual property or information proprietary to Kingsbridge IT. |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 14.    | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 14.1   | <b>Assignment/Sub-contractors.</b> The Customer will not sell, transfer, or assign this Agreement without the prior written consent of Kingsbridge IT.                                                                                                                                                                                                                                                                                                                                   |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        | Kingsbridge IT may assign or subcontract some or all of its Maintenance Services obligations under this Agreement to qualified third parties, provided that no such assignment or subcontract will relieve Kingsbridge IT from its obligations under this Agreement.                                                                                                                                                                                                                     |
| 12.  | <b>Intellectual Property Rights</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 14.2   | <b>Waiver/Severability.</b> No delay or indulgence by either party in enforcing the provisions of this Agreement will prejudice the rights of that party nor will any waiver of its rights operate as a waiver in relation to any subsequent breach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.                                             |
| 12.1 | Kingsbridge IT or its suppliers or licensors will retain all Intellectual Property Rights in any computer software, programs and associated documents supplied by Digital Parts or developed during the course of this Agreement.<br><br>The Customer will do all such acts and things as Kingsbridge IT may reasonably require for the purpose of preserving or perfecting these rights.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 14.3   | <b>Governing Law.</b> This Agreement is subject to English law and the parties agree to submit to the exclusive jurisdiction of the English courts.                                                                                                                                                                                                                                                                                                                                      |
| 12.2 | The Customer warrants that by entering into this Agreement it is not infringing any Intellectual Property Rights of any third party. The Customer will indemnify Kingsbridge IT against all liability arising as a result of the Customer's infringing any Intellectual Property Rights.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 14.4   | <b>Force Majeure.</b> Neither party will be held liable for failure to fulfil its obligations under this Agreement, if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of a governmental agency, acts of war or terrorism, inability or delay in obtaining supplies, or similar causes beyond the control of such party.                                                                                                                          |
| 13.  | <b>Term and Termination</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 14.5   | <b>Notices.</b> All notices under this Agreement will be in writing and will be sent to the party's addresses set out on the Front Sheet (or such other address as may be notified in writing from time to time) by first class pre-paid letter or fax transmission.                                                                                                                                                                                                                     |
| 13.1 | The initial term of this Agreement will be one (1) year subject to the Customer's payment of the applicable Fees. Thereafter, this Agreement will automatically renew for successive one (1) year periods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13.2 | Either party may terminate this Agreement on any anniversary of the Commencement Date upon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

- 14.6      **Amendment.** This Agreement may be modified only through a written instrument signed by both parties.
- 14.7      **Third Parties.** The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.
- 14.8      **Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes any previous agreements between the parties relating to the subject matter of this Agreement. Neither party has any action against the other in respect of any representations, whether written or oral, made to it in respect of this Agreement except a fraudulent misrepresentation.
- 14.9      Any reference in this Agreement to a provision or statute will be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 14.10     The headings in this Agreement are for convenience only and will not effect its interpretation.

**End of Terms and Conditions**

## **SCHEDULE 1**

### **Definitions**

**“Business Day”** means from Monday to Friday excluding public holidays in England;

**"Confidential Information"** means all data and information of a confidential nature, including, but not limited to trade secrets and any information related to the parties' business or intangible property. Data and information will be considered to be Confidential Information if (i) it is designated as such by the disclosing party orally, in writing, or in any other form before the disclosure, or (ii) if, due to its character or nature, a reasonable person in a like position and under like circumstances as the parties would treat it as secret and confidential;

**“Fault(s)”** means a technical problem with, or question about the operation or use of any hardware or software specified in section 4 of the Front Sheet;

**“Fee(s)”** means all fees, payments and any other charges described in this Agreement;

**“Intellectual Property Rights”** means a patent, right in a design, database right, copyright, trade mark or any other intellectual property right whether or not registered or capable of registration anywhere in the world;

**“Maintained Equipment”** means the hardware and/or software specified in section 4 of the Front Sheet to the Agreement together with any additional hardware and/or software agreed in writing between the parties;

**“Maintenance Fee(s)”** means the fee set out on the Front Sheet which is payable in respect of the Maintenance Services;

**“Maintenance Services”** means the diagnosis and resolution of Faults and the provision of the maintenance services described in section 4 of the Front Sheet;

**“Month”** means a period of a calendar month from the Commencement Date;

**“Priority 1 Maintained Equipment”** means the Maintained Equipment which is indicated in section 4 of the Front Sheet to be Priority 1 Maintained Equipment;

**“Product Updates”** includes but is not limited to new versions, bug fixes and/or product enhancements relating to hardware and/or software supplied by Kingsbridge IT under the Agreement or in respect of which Kingsbridge IT provides Maintenance Services under the Agreement;

**“Respond”** means to acknowledge the Customer's report of a Fault and to commence attempts to resolve such Fault (and “Response” shall be construed accordingly);

**“Third Party Software”** means any software in respect of which a party other than the parties to this Agreement owns the Intellectual Property Rights;

**“Working Hours”** means any hour, or periods of time in aggregate amounting to one hour, falling between 09.00 and 17.00 on a Business Day; and

**“Year”** means a period of 12 months from the Commencement Date.