

Source Information Services Limited
Standard terms and conditions of business

Note that these terms and conditions encompass all our services, some of which may not be relevant to you, and should be read accordingly.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions **(Conditions)**.

Agreement: the agreement for the provision of the Services which may include but shall not be limited to a description of the Services, the charges for the Services, the Deliverables, and the In-put Material and which shall incorporate these Conditions.

Client: the person, firm or company who purchases Services from the Supplier.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including the deliverables specified in the Agreement.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Client relating to the Services including (without limitation) the in-put materials specified in the Agreement.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract.

Services: the services to be provided by the Supplier under the Agreement as set out in the Agreement, together with any other services which the Supplier provides, or agrees to provide, to the Client.

Subscription Services: any Services to be supplied on an ongoing basis as opposed to a one-off basis.

Supplier: Source Information Services Limited incorporated and registered in England and Wales with company number 06439935 whose registered office is at 26 Aldebert Terrace, London SW8 1BJ.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Website: www.sourceforconsulting.com.

- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 A reference to **writing** or **written** includes faxes and e-mail.
- 1.6 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:
 - (a) apply to and be incorporated into the Agreement; and
 - (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.
- 2.2 If there is an inconsistency between any of these Conditions and any other provisions of the Agreement, the other provisions of the Agreement shall prevail.
- 2.3 The Client's purchase order, or the Client's acceptance of a quotation by the Supplier, constitutes an offer by the Client to purchase the Services specified in it on these Conditions. No offer placed by the Client shall be accepted by the Supplier other than:
 - (a) by a written acknowledgement issued and executed by the Supplier; or
 - (b) (if earlier) by the Supplier starting to provide the Services,when a contract for the supply and purchase of the Services on these Conditions will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Agreement.
- 2.4 Quotations are given by the Supplier on the basis that no Agreement shall come into existence except in accordance with condition 2.3. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

3. COMMENCEMENT AND DURATION

- 3.1 Any Subscription Services shall be provided by the Supplier to the Client from the date of acceptance by the Supplier of the Client's offer in accordance with condition 2.3.
- 3.2 Subject to condition 12, any Subscription Services shall be supplied for a minimum period of twelve months (**Initial Term**). The Initial Term shall automatically be extended for a period of 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other party, not later than two months before the end of the Initial Term or the relevant Extended Term, to terminate the service at the end of the Initial Term or the relevant Extended Term, as the case may be.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance in all material respects with the Agreement.
- 4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client shall:
- (a) co-operate with the Supplier in all matters relating to the provision of the Services;
 - (b) comply and shall procure that its employees, officers, contractors and representatives comply, with any terms and conditions of use and acceptable use policy in force from time to time relating to the use of the Website;
 - (c) comply and shall procure that its employees, officers, contractors and representatives comply, with any terms and conditions relating to the use of the Deliverables;
 - (d) provide the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Client's premises, office accommodation, data and other facilities as reasonably required by the Supplier;
 - (e) provide to the Supplier, in a timely manner, such In-put Material and other information as the Supplier may (in its sole discretion) require and ensure that it is accurate in all material respects.
 - (f) warrant in relation to the In-put Material that:
 - (i) where it is stated to contain facts, those facts are accurate in all material respects;
 - (ii) where it is stated to contain opinions, those opinions are genuinely held;

- (iii) where it contains information relating to or attributed to third parties, all necessary third party licences and consents have been obtained and maintained;
- (iv) it does not contain material that is defamatory of any other person;
- (v) it does not infringe any Intellectual Property Rights of any other person;
- (vi) it is not likely to deceive any person;
- (vii) it does not give the impression that it emanates from us, if this is not the case; and
- (viii) it complies with all relevant legislation.

5.2 The Supplier reserves the right to make all such investigations and take all such action as it considers necessary (in its sole opinion) to verify that the Client has complied or is complying with its obligations set out in condition 5.1(d) above.

5.3 The Supplier reserves the right to take all such action as it considers necessary (in its sole opinion) to ensure that the Client has complied or is complying with its obligations set out in condition 5.1(d) above including, without limitation refusing to post or transmit or to remove, edit, delete, amend or alter in any way any In-put Material (in whole or in part). If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

5.4 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

5.5 The Client shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the last date of supply of the Services, solicit or entice away from the Supplier or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

5.6 Any consent given by the Supplier in accordance with condition 5.5 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

6. DELIVERABLES

- 6.1 The Client agrees not to circumvent or interfere with any digital rights management technology (DRM) used in the delivery by the Supplier of any DRM-protected Documents forming part of the Deliverables for Subscription Services (DRM Docs). Any circumvention or breach of DRM by the Client causing unauthorized deliveries of DRM Docs, or the unauthorized use of passwords shall be deemed to be a material and non-remediable breach of the Agreement.
- 6.2 The DRM utilised by the Supplier allows:
- (a) electronic delivery of DRM Docs to five PCs (one user account per PC);
 - (b) DRM Docs to be opened and viewed unlimited times during the Initial Term and any Extended Term after which time they cannot be opened or viewed; and
 - (c) DRM Docs to be printed twice (for the personal use of the registered user only).
- 6.3 DRM regulates the use of DRM Docs as follows:
- (a) to open a DRM Doc for the first time the registered user has to be online;
 - (b) when a DRM Doc has been opened once, it is bound to the PC it is opened on and the registered user account;
 - (c) if a DRM Doc has been opened once, it is not possible to forward it to another user nor to any other PC;
 - (d) if a DRM Doc has been opened once, it will not be possible to use the remaining rights on another PC; and
 - (e) if a DRM Doc has not been opened, it is possible to forward the e-mail containing the document attachment to another user.
- 6.4 To receive DRM delivery, users require an Adobe Reader plug-in. There are different plug-ins for different operating systems, see <http://plugin.fileopen.com/plugininstallpage.html>. The installation of the plug-in is free of charge.
- 6.5 The Client shall be responsible for providing the Supplier with the email addresses of up to five persons employed by the Client or engaged by the Client under a contract for services who are to be the initial registered users of DRM Docs.
- 6.6 The Client shall be responsible for providing the Supplier with the email addresses of up to five persons employed by the Client or engaged by the Client under a contract for services who are to be the initial registered users of the White Space Subscription Service.
- 6.7 The Client shall promptly notify the Supplier if any of the registered users in conditions 6.5 and 6.6 cease to so be employed or engaged by the Client (and the email address of any replacement user) whereupon the Client shall be responsible for destroying any Documents printed off by the departing user and the Supplier shall deregister the departing user.

7. CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the charges as set out in the Agreement, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 7.2 shall apply if the Supplier provides Services on a time and materials basis. Condition 7.3 shall apply if the Supplier provides Services for a fixed price. The remainder of this condition 7 shall apply in either case.
- 7.2 Where Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Agreement and as amended from time to time by the Supplier giving not less than 1 months' written notice to the Client
 - (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);
 - (c) all charges quoted to the Client shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;
 - (d) the Supplier shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this condition 7.2. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 7.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Agreement. The total price shall be paid to the Supplier together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in condition 7.4 (without deduction or set-off) in accordance with the Agreement.
- 7.4 Any fixed price excludes:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost; and
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.5 The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.

- 7.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank PLC accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
 - (b) suspend all Services until payment has been made in full.
- 7.7 Time for payment shall be of the essence of the Agreement.
- 7.8 All sums payable to the Supplier under the Agreement shall become due immediately on its termination, despite any other provision. This condition 7.8 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 7.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to condition 8.1, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If the Agreement terminates, this licence shall automatically terminate.
- 8.2 The Client acknowledges that, where the Supplier does not own any Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.
- 8.3 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the In-put Material shall be owned by the Client. Subject to condition 7.4, the Consulting Firm licenses all such rights to the Supplier free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Supplier to provide the Services. If the Agreement terminates, this licence shall automatically terminate.
- 8.4 The Client acknowledges that, where it does not own any Client Material, it has obtained a written licence (or sub-licence) from the relevant licensor or licensors on such terms as entitle the Client to license such rights to the Supplier.

9. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 8.2.

9.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this condition 8; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

10. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

10.1 This condition 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

- (a) any breach of the Agreement;
- (b) any use made by the Client of the Services, the Deliverables or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

10.2 While the Supplier endeavours to ensure that the information contained in Deliverables is correct, the Supplier does not warrant the accuracy and completeness of such information.

10.3 The information contained in Deliverables is provided "as is", without any conditions, warranties or other terms of any kind.

10.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

10.5 Nothing in these Conditions limits or excludes the liability of the Supplier:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Supplier.

10.6 Subject to condition 10.2 and condition 10.5

- (a) the Supplier shall not be liable for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of contract; or
 - (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier is not responsible for the use by the Client of any third party software (including any plug-in) and shall have no liability to the Client in relation to their use of any such software.
- (c) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to £250,000.

11. DATA PROTECTION

The Client acknowledges and agrees that personal data may be processed by and on behalf of the Supplier in connection with the Services.

12. TERMINATION

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply.

12.2 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Agreement without liability to the Client immediately on giving notice to the Client if:

- (a) there is a change of control of the Client (as defined in section 574 of the Capital Allowances Act 2001); or
- (b) the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

12.3 On termination of the Agreement for any reason:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

12.4 On termination of the Agreement (however arising), the following conditions shall survive and continue in full force and effect:

- (a) condition 8;
- (b) condition 9;
- (c) condition 10;
- (d) condition 12; and
- (e) condition 22.

13. FORCE MAJEURE

The Supplier shall have no liability to the Client under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14. VARIATION

14.1 No variation of the Agreement or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. WAIVER

15.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right

or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

- 15.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

- 16.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 16.2 If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. ENTIRE AGREEMENT

- 17.1 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 17.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently).
- 17.3 Nothing in this condition shall limit or exclude any liability for fraud.

18. ASSIGNMENT

- 18.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Agreement.
- 18.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
- 18.3 Each party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

19. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another

party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

21. NOTICES

21.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in Schedule 2, or as otherwise specified by the relevant party by notice in writing to the other party.

21.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in Schedule 2 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 This condition 21 shall not apply to the service of any notice in any proceedings or other documents in any legal action.

21.4 A notice required to be given under the Agreement shall not be validly served if sent by e-mail.

22. GOVERNING LAW AND JURISDICTION

22.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).