

TERMS and CONDITIONS for React Computer Partnership Ltd

1. Service Charges and Payment

- 1.1 Customer agrees to pay React Computer Partnership Ltd (React) charges, as specified on the ORDER, for the service under Customer's Orders. React reserves the right to modify its charges for the Service upon 30 days written notice.
- 1.2 Service charges will be invoiced monthly and payment must be received by React within 30 days after the date of the invoice. React may charge daily interest on outstanding amounts until payment in full is received at a rate equal to 4 per cent per annum above the HSBC Bank plc Base Lending Rate as current from time to time.
- 1.3 Upon Customer request, as selected in any Order submitted hereunder, React agrees to invoice in the manner and currency set forth in such Order. Customer's selection, subject to continued availability by React, are:
 - a) Service charges will be raised in the local currency associated with the country in which Customer accesses the Service, and in accordance with React's then current rates. For example, if the customer accesses the service in Japan through the Service's local access site, their usage will be rated in Yen.
 - b) Although Service charges are rated as maintained above, Customer may request that charges for all users affiliated with the account or accounts be consolidated and billed in one pre-selected remittance currency. In such cases, the foreign exchange rates used to convert Service charges rated in foreign currencies to the pre-selected remittance currency will be the exchange rates per the Wall Street Journal for the last Friday of the month that is a non-holiday.
 - c) In cases where Customer establishes multiple/separate accounts for the service for accounts of its Branch offices, subsidiaries or affiliates, in and outside of the United Kingdom, each location may be regionally invoiced in a separate pre-selected currency.
- 1.4 All sums due to React under any Order are exclusive of Value Added Tax ("VAT"), and any other use or sales taxes, duties, or levies imposed by any authority, government, or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Service and shall be paid by the Customer.
- 1.5 If the service is subject to a tariff, the terms and conditions of such tariff (including price), shall govern Customer's use of the Service, including any charges imposed by any local exchange carrier.

2. Duties and Responsibilities

- 2.1 Customer agrees to pay in accordance with React's then current rates for maintenance and other service activities relating to the Service, if any, in accordance with React's then current rates and to pay for loss or damage to equipment used in providing the Service due to Customer's actions.
- 2.2 Service will be furnished to Customer subject to the condition that they will not, nor will it permit others to, use the Service for unlawful purposes or any purpose for which the Service was not designed including unauthorised use, obtaining or attempting to obtain service by rearranging, tampering with or making connection with any facilities of React or by any deception, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever.
- 2.3 Customer will indemnify and save React harmless from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by the negligent acts or omissions of the Customer or user which result in claims for damage to property and/or injury or death to persons, claims for libel, slander, invasion of privacy or infringement of copyright, or any actions brought pursuant to the provisions of the Data Protection Act, including any amendment, replacement, or re-enactment thereof for the time being in force, and invasion and/or alteration of private records or data arising from any information, data or message transmitted by Customer or its users, and claims for infringement of patents arising from the use of apparatus and systems of the Customer in connection with the Service furnished by React.
- 2.4 Customer will be responsible for the content of any transmission over the Service and the connection of any non React equipment to the Service.
- 2.5 Customer shall use its best endeavours to protect and keep confidential all software used by it and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with, or otherwise misuse such software.
- 2.6 Customer shall comply at all times with all relevant statutory and licensing obligations in connection with accessing the Service.
- 2.7 Customer's right to use the Service are personal to Customer and its authorised users, non-exclusive and non-transferable.
- 2.8 Customer agrees to provide a suitable environment for any equipment necessary to provide the service. Customer agrees to permit reasonable access to React's employees, agents or contractors onto its premises whenever necessary for purposes of installation or repair of React supplied equipment necessary to promote the service.

- 2.9 React shall be responsible for i) installation of all React's supplied equipment necessary to provide Service, ii) all cabling for the connection of React supplied equipment. Title to any leased React equipment installed at the Customer's site, hereunder shall at all times remain with React.
- 2.10 React will maintain the Service and provide Customer and its authorised users of the Service such training, instructional material and other support service as deemed appropriate at React's then current prices for such support services.

3. Warranties

- 3.1 React warrants the Service provided will conform to React's current service specifications. The Customer's sole remedy in the event of non-performance is resumption of the Service. React's sole liability for any damages due to any defect or non-performance of the Service is limited to those actually proven as directly attributable to React, limited to the monthly charges paid for the Service from the date said damages were incurred, but in no event more than three months of charges, subject to a ceiling of 10,000 pounds in the aggregate under this Agreement.
- 3.2 React will not be responsible for any delay in or failure of the Service due to any occurrence beyond React's control.
- 3.3 REACT WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REACT MAKES NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE FITNESS OR PURPOSE OF THE SERVICE OR MERCHANTABILITY.

4. Term and Termination

- 4.1 Either Party can terminate this Agreement upon 30 days of written notice.
- 4.2 React shall not be required to give notice of beginning of its performance hereunder. React reserves the right to disconnect the Service if the Customer does not fulfil its obligations under this Agreement.
- 4.3 In the event of default which include failure by Customer to pay any amounts; or failure by either Party to cure any breach of a term or condition in this Agreement within 15 days after written notice; or if an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented, or a bankruptcy order is made by either Party, or a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed of any of either Party's assets or undertaking or a resolution or petition to wind up either Party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation); or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, the other party shall be entitled to terminate this Agreement without further liability, except that the Customer agrees to pay for all sums due up to the time of such termination.

5. General

- 5.1 All notices from either party to the other shall be sent by first class prepaid post.
- 5.2 This Agreement may not be assigned, delegated, transferred or otherwise dealt with, without the prior written consent of React. Customer authorises React to assign or transfer this Agreement, including any and all billing and service provisioning activities, to any third party for Service to be provided outside the UK as necessary to enable React to provide the service.
- 5.3 No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen.
- 5.4 This Agreement may not be waived, altered, or modified, except by a writing signed by authorised representatives of React and Customer. No agent, employee or representative of React or Customer has any authority to bind React or Customer to any affirmation, representation or warranty unless such is specifically included in this written Agreement.
- 5.5 The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
- 5.6 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the jurisdiction of the English Courts. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provision shall not be in any way affected or impaired thereby.

THE PARTIES FURTHER AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THEM, AND SUPERSEDES ALL PROPOSALS, ORAL, OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SUBJECT HEREOF. THIS ORDER SHALL CUMULATIVELY CONTAIN THE ENTIRE CONTRACT BETWEEN THE PARTIES