

P.C.T.I. SOLUTIONS LIMITED - TERMS AND CONDITIONS

These terms and conditions apply to the provision to the Customer (as defined by below) of the Software (as defined below) and any services by P.C.T.I. Solutions Limited, a company registered in England and Wales, company number 03342552 whose registered office is at Pioneer Court, Pioneer Way, Whitwood, Castleford, West Yorkshire, WF10 5QU ("PCTI").

1 Definitions and interpretation

- 1.1 In these terms and conditions the following words and expressions shall have the meanings set out below:

"**Confidential Information**" means the Software and any information which is designated by PCTI to be confidential;

"**Customer**" means the customer identified in the Quotation;

"**Installation**" means installation of the Software at the Customer's premises;

"**Order**" means the order made by the Customer under the Quotation;

"**Paying PCT**" means the Primary Care Trust that pays for the Software on the Customer's behalf;

"**Quotation**" means the accepted quotation or accepted order provided by PCTI; and

"**Software**" means the software set out in the Quotation.

- 1.2 PCTI's provision of the Software and any services is subject to these terms, the Quotation, the Docman licence terms and the Docman service level agreement. PCTI does not agree to the terms of any other contract or terms of business provided by the Customer, including any such terms attached to a purchase order provided by the Customer.

2 Acceptance of Quotation

- 2.1 Subject to clause 2.2, following provision of a Quotation by PCTI to the Customer, a contract between PCTI and the Customer for the provision of the Software and any services will be formed under these terms on the earliest of:

2.1.1 receipt by PCTI of a signed copy of the Quotation from the Customer;

2.1.2 receipt by PCTI of a purchase order from the Customer referencing the Quotation; or

2.1.3 email confirmation from the Customer confirming acceptance of the Quotation.

- 2.2 The terms of Quotations provided by PCTI remain valid for 30 days. If a Customer purports to accept a Quotation more than 30 days after the date of the Quotation, PCTI reserves the right to refuse to accept the Customer's order. PCTI may withdraw a

Quotation at any time by giving notice in writing to the Customer.

3 Payment and payment terms

- 3.1 PCTI will submit an invoice to the Customer in respect of all sums payable under the Quotation on completion of Installation or in accordance with clauses 4.2 or 4.4 (as appropriate).

3.2 The Customer shall pay, or shall ensure that the Paying PCT pays, all fees set out in the Quotation within 10 days of the date of the invoice.

3.3 If the Customer wishes to request any services or items in addition to those set out in the Quotation, PCTI will quote and charge for these separately.

3.4 If the full functionality of the Software is contingent on the purchase of any additional software or other items and the Customer does not agree to purchase such other items, the Customer shall remain liable to pay the fees in respect of the Software in accordance with the Quotation and these terms.

3.5 If the Customer does not pay any fees due within 10 days of the date of the relevant invoice, PCTI reserves the right to charge interest at a daily rate on all sums outstanding until payment in full is received whether before or after judgment at a rate of 3% above the base lending rate of Barclays Bank plc from time to time. PCTI reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

3.6 The Customer shall be responsible for any applicable sales, use or value added taxes arising out of or in connection with these terms, other than UK corporation tax arising in respect of PCTI's income or profits. All payments due are expressed exclusive of UK Value Added Tax, which will be invoiced in addition where applicable at the rate prevailing on the date of Installation.

3.7 All payments made by the Customer to PCTI shall be made in full without set-off, deduction or counterclaim.

4 Delivery and Installation

- 4.1 PCTI will notify the Customer of the proposed day for Installation. Subject to clause 4.2, if the Customer notifies PCTI in writing that it wishes to arrange a different date, PCTI will propose an alternative day for Installation.

- 4.2 If the Customer has not agreed a date for Installation in accordance with clause 4.1 within 90 days of the date of the acceptance of the Quotation, PCTI reserves the right to invoice the Customer for all sums due under the Quotation in accordance with clause 3 above.
- 4.3 The Customer shall provide PCTI with such access to its premises, staff and IT systems as is necessary to enable PCTI to carry out Installation.
- 4.4 If PCTI schedules an engineering visit to the Customer (including but not limited to any visit carried out for Installation, training or the provision of support services, the Customer shall give PCTI at least thirty working days' notice if it wishes to rearrange the visit. If the Customer does not give notice in accordance with this clause, PCTI will invoice and charge the Customer for a full day for the cancelled visit at its standard consultancy rates from time to time.

5 Hardware

- 5.1 PCTI may despatch hardware to the Customer's premises before Installation.
- 5.2 If PCTI despatches any hardware to the Customer under clause 5.1, the Customer shall:
- 5.2.1 store such hardware in accordance with any instructions provided by PCTI;
- 5.2.2 be responsible for any loss of or damage to such hardware; and
- 5.2.3 ensure that such hardware is insured against any loss or damage.
- 5.3 PCTI may charge the Customer for any hardware provided under this clause 5. Any such charges will be set out on the Quotation.

6 Cancellation

- 6.1 After acceptance of a Quotation by the Customer in accordance with clause 2.1 above, the Customer may only cancel an order if it does so in accordance with this clause 6.
- 6.2 The Customer may cancel its order by giving notice in writing to PCTI at any time during the period of 14 days after the date of the Quotation.
- 6.3 If the Customer cancels its order under clause 6.2 above then it shall, within seven days of such cancellation, on PCTI's request and at PCTI's option either deliver up to PCTI or destroy all copies of the Software and all documents and other materials which include PCTI's Confidential Information in its possession.

7 Limitation of liability

- 7.1 Nothing in these terms shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of that party or for liability for any fraudulent misrepresentation or act.
- 7.2 Subject to clause 7.1, the liability of PCTI to the Customer in contract, tort or otherwise for direct loss arising out of or in connection any failure to provide the Software and any services in accordance with these terms or otherwise in connection with these terms or the Customer's use of the Software or any related documentation shall be limited for any one incident or series of connected incidents to 150 % (one hundred and fifty per cent) of the sums paid by the Customer to PCTI under the Quotation.
- 7.3 Subject to clause 7.1, PCTI shall not in any circumstances be liable to the Customer, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of profits, revenue, goodwill, business opportunity, loss of or cost of restoration of data or any indirect, consequential, financial or economic loss or any damage, costs or expenses whatever or however arising out of or in connection with any failure to provide the Software and any services in accordance with these terms or otherwise in connection these terms or the Customer's use of the Software and any related documentation.
- 7.4 If any of the limitations on the liability of PCTI under these terms are adjudged to be unreasonable in the circumstances, then the liability of PCTI shall be limited to the amount that it can recover from its insurer for the loss in question.

8 General

- 8.1 These terms constitute the entire understanding between the parties with respect to the subject matter of these terms and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into a contract with PCTI by any representation, warranty, or undertaking not expressly incorporated into these terms. However, nothing in these terms purports to exclude liability for any fraudulent statement or act.
- 8.2 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 8.3 These terms shall be governed by and construed in accordance with English law and each party irrevocably submits to the non-exclusive jurisdiction of the English Courts