

Terms & Conditions of business

1. Definitions

"Licence Fee" means the fee payable for each element of software ordered by the customer.

"Updates, Support and Maintenance Services" means the technical support, fixes, updates and enhancements to the Software provided by Altman Information Management Ltd and/or the developers of the Software.

"Software" means software and related items supplied by Altman Information Management Ltd;

2. Formation and Interpretation of Contracts

2.1 All contracts between Altman Information Management Ltd and the person acquiring the licence to use the Software ("the Customer") are subject to the following terms and conditions. No addition or variation to these conditions or any contract is effective unless agreed in writing and signed by an authorised representative of Altman Information Management Ltd. These conditions override any other terms and conditions in any document or other communication used in any order by the Customer.

2.2 Any quotation given by Altman Information Management Ltd is not an offer of a contract. A binding contract is created when Altman Information Management confirm acceptance of the Customer's order.

3. Goods and Services Included

3.1 In this clause 3 the following words and expressions shall have the following meanings:

"Updates, Support and Maintenance Period" means a mandatory rolling period of 12 months commencing on the day of delivery of the software to the customer.

3.2 Subject to these terms and conditions and in consideration of the payment by the Customer of the Licence Fee Altman Information Management Ltd grants to the Customer a non-exclusive and non-transferable perpetual licence ("the Licence") to use the Software, unless otherwise agreed in writing by Altman Information Management Ltd.

3.3 Subject to clauses 3.4 and 3.5, Altman Information Management Ltd shall provide and the Customer shall be obliged to pay the Updates, Support and Maintenance Charge (as defined in clause 5) and shall receive the Updates, Support and Maintenance Services until the Customer gives notice to Altman Information Management Ltd as provided for in clause 3.5, subject always to the provisions for earlier termination provided in these terms and conditions.

3.4 Altman Information Management Ltd may elect not to provide the Updates, Support and Maintenance Services by giving notice to the Customer not later than 30 days prior to the expiry of the previous Updates, Support and Maintenance Period.

3.5 The Customer may elect not to receive the Updates, Support and Maintenance Services beyond the first year by giving notice to Altman Information Management Ltd not later than 30 days prior to the expiry of the previous Updates, Support and Maintenance Period.

3.6 For the avoidance of doubt, if the Customer does not give notice to Altman Information Management Ltd as provided for in clause 3.5 the Customer shall be invoiced for the provision of the Updates, Support and Maintenance Services automatically, prior to the end of the current period.

4. Services to be provided

4.1 The Updates, Support and Maintenance Services do not include the provision of on-site training and consultancy services. If such services are requested by the Customer they will be provided at Altman Information Management Ltd's standard rates prevailing from time to time.

4.2 Customers requiring technical support should contact Altman Information Management Ltd by e-mail or telephone and Altman Information Management Ltd shall respond to such requests as quickly as possible but time shall not be of the essence. Technical support will be provided to the Customer by e-mail or telephone by duly authorised representatives of Altman Information Management Ltd between the hours of 9am and 5pm (UK time) Monday to Friday, excluding public and other published holiday periods.

5. Price

5.1 Subject to clause 5.2, all goods and services are supplied at prices ruling at the date of delivery. All prices stipulated are exclusive of VAT.

5.2 Where a quotation has been given by Altman Information Management Ltd, Altman Information Management Ltd will fulfil orders which are received within 30 days of the date of the quotation at the price quoted.

5.3 Altman Information Management Ltd shall in its discretion be entitled to increase the Updates, Support and Maintenance Charge in each year by 5%, and the Updates, Support and Maintenance Charge payable shall be the amount stipulated on the invoice issued in accordance with clause 6.3.

5.4 If Altman Information Management Ltd wishes to increase the Updates, Support and Maintenance Charge by more than 5%, it shall notify the Customer of its intention to make such a change not less than 30 days prior to the expiry of the preceding Updates, Support and Maintenance Period.

6. Payment

6.1 Unless otherwise stated, the Licence Fee shall be due and payable to Altman Information Management Ltd without set off or counterclaim within 30 days of the date of supply of the Software.

6.2 Altman Information Management Ltd may in its discretion require payment of the Licence Fee in full in advance of delivery.

6.3 Unless notice is given by the Customer in accordance with clause 3.5 an invoice in respect of the Updates, Support and Maintenance Charge will be issued in the month prior to the expiry of the current period. Payment of the Updates, Support and Maintenance Charge shall be made to Altman Information Management Ltd without set off or counterclaim within 30 days of the date of the invoice.

6.4 Time of payment is of the essence of every contract and on failing to make full and prompt payment the Customer shall become liable to pay to Altman Information Management Ltd interest on the amount due

calculated at 4% above the Lloyds Bank base rate calculated from the date of due payment until the date of actual payment. Any fees or charges which may be incurred in the collection of overdue accounts will be chargeable to and payable by the Customer.

7. Dispatch and Delivery

7.1 Any stated delivery date or time is an estimate only and shall not be of the essence in this Contract. Altman Information Management Ltd will use reasonable endeavours to meet any such date or time but it shall not be binding on Altman Information Management Ltd and Altman Information Management Ltd shall not incur any liability whatsoever for any loss or damage resulting from the delay however caused.

7.2 Delivery shall be made electronically. The Software shall be deemed to have been delivered by electronic delivery, following the issue of download information provided to the Customer by Altman Information Management Ltd.

8. Proprietary Rights

The Customer will not acquire title, copyright or other proprietary rights in the Software, including any materials provided under the Updates, Support and Maintenance Service or in any copies of it.

9. Termination

9.1 If the Customer shall fail to pay to Altman Information Management Ltd on the due date any sum payable or shall breach any other provision of these terms and conditions, or shall have a Receiving Order in Bankruptcy made against him or make any arrangements with his creditors or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up of the Customer, Altman Information Management Ltd may without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further delivery and cancel this and any other contract between Altman Information Management Ltd and Customer without any liability attaching to Altman Information Management Ltd in respect of such suspension or condition and debit the Customer with any loss sustained thereby.

9.2 On termination of the Licence however caused the Customer shall immediately cease to use the Software.

9.3 If the Customer cancels his order, Altman Information Management Ltd shall be entitled to retain any payment made by the Customer to recover any loss sustained thereby from him.

10. Descriptions

All specifications, descriptions, drawings, catalogues, advertising matter and samples of the Software are approximate only, being intended to serve as a guide and so the Customer shall not rely on them and Altman Information Management Ltd shall not be liable for their accuracy.

11. Warranties

11.1 Altman Information Management Ltd warrants that if Altman Information Management Ltd (acting reasonably) is satisfied that the Software is defective, and the defect has not been caused by the Customer, the Customer has not attempted to repair or alter the Software or combine the Software with any other

software or equipment without the prior consent of Altman Information Management Ltd and the Customer has paid the Licence Fee (and any Updates, Support and Maintenance Charge that may be payable) then Altman Information Management Ltd shall at its option make good the defect by repair or replacement.

11.2 If upon investigation a problem is found not to be the responsibility of Altman Information Management Ltd under the provisions of this clause, then the Customer shall pay all reasonable costs and expenses incurred by Altman Information Management Ltd as a result of such investigation.

11.3 Altman Information Management Ltd does not exclude or restrict the liability of Altman Information Management Ltd for death or personal injury resulting from negligence, or for breach of the obligations arising from Section 12 of the Sale of Goods Act 1979 (A Altman Information Management Ltd's implied undertakings as to title).

11.4 Save as mentioned in this clause 11, all representations, conditions, warranties and other terms, express, implied or statutory as to the nature, condition, quality, description or fitness for any purpose of the Software, and all liability of Altman Information Management Ltd however arising in respect of any of the same, are hereby expressly excluded.

11.5 Save as mentioned in this clause 11, in no circumstances shall the liability of Altman Information Management Ltd to the Customer (whether in contract or for negligence or otherwise) exceed the price of the Software received by Altman Information Management Ltd.

11.6 Save as mentioned in this clause 11, in no circumstances, shall Altman Information Management Ltd be liable for any indirect, special or consequential losses (including the loss of anticipated profits) howsoever arising, even if Altman Information Management Ltd has been advised of the possibility of such potential loss.

12. Customer's obligations

12.1 The Software may not be used by any person other than the Customer or an employee of the Customer in the course of his employment with the Customer.

12.2 The Customer is permitted to make a backup copy of the Software, but shall not otherwise make or permit others to make any copies of the Software without the prior consent of Altman Information Management Ltd.

13. Intellectual Property

Altman Information Management Ltd shall not be liable for any infringement of any intellectual property rights caused by the Software or its use by the Customer. The Customer shall forthwith notify Altman Information Management Ltd of any allegations of any such infringement. Altman Information Management Ltd may at its own expense conduct negotiations or proceedings arising from any such allegation.

14. Force Majeure

Whilst Altman Information Management Ltd intends to use all reasonable endeavours to perform each contract properly, Altman Information Management Ltd may terminate, cancel, rescind and/or suspend for any period, and/or reduce the quantities to be supplied under any contract without liability for resulting loss

or damage if the performance of its obligations under the contract is in any way adversely affected by any event outside its reasonable control.

15. Law and Jurisdiction

These terms and conditions are governed by English law and the parties submit to the jurisdiction of the English court.

16. Notices

Any notice under these terms and conditions shall be in writing and given:

- (a) to Altman Information Management Ltd at Unit 5b Chevin Mill, Leeds Road, Otley, LS21 1BT, UK.
- (b) to the Customer at its Registered Office or any other address or fax number from which Altman Information Management Ltd has received communication from the Customer.