

STANDARD TERMS & CONDITIONS

1. Payments: We offer very competitive rates for our services and therefore do not offer extended credit. Initial system software and related costs are payable by rental on a minimum 12 month contract of if a licence purchase route is preferred, 50% with order in advance and 50% on the first go live date of installation. Title to the licence passes when payment has been made in full.

This is except Database Design Plans or Planning Workshops which are payable in full with order. All other invoices are due within seven days from date of invoice. Attention is drawn to the detail of this in your specific Service Level or Rental Agreement (SLA). If in doubt, Support terms agreed in your signed SLA take precedence over this general document. If your SLA has not been signed these Standard Terms apply. If the annual Support invoice is not paid within 30 days of the date of invoice we must reserve the right to withdraw services.

2. Annual support, maintenance and hosting plans (for convenience here referred to collectively as "Support") are payable in advance in full and are for a *minimum* period of 12 months and are renewed automatically for successive periods of 12 months thereafter. They apply from the anniversary of the *first* go live date, which is usually when your system is first available on the web for you to use and populate with data should you wish. Where agreed, monthly payments for Support will incur a 10% admin fee. Monthly payments fall due on the first of the month. Subject to sub clause 2.4 in the SLA, the parties shall be entitled to terminate this agreement by giving not less than one (1) month written notice to the other party prior to the end of that 12 month contract. The minimum term in all circumstances is twelve (12) months. On occasion 12 or 36 month contracts for provision of software and related installation services may be agreed on a per user per month basis. These commence when the Database Design Plan is booked and Steam Software starts to commit their time to the project.
(Note that these support maintenance and hosting charges do not apply for out of the box rented applications).

3. Support is available to all users via the purchase of an appropriate support plan. Support plans are compulsory for all software purchases over 5 licenses and must be renewed on an annual basis.

4. All consultancy services whether concerning technical or marketing services will be provided on a confidential basis to an agreed plan. Site visits use expensive human resources which may not be easily reallocated at short notice. All consultancy, training or site visits booked are subject to a 7-day notice period for cancellation without charge. A 50% cancellation charge may be charged for any visit cancelled within 7 days. For visits cancelled within 48 hours of the appointment the full fee is chargeable.

5. Software is licensed only to the purchasing company and the stated number of users. Licensing is concurrent but will only allow 10% or two more user names (whichever is the lower) than the licence paid for to be registered and will only allow the specified number of users access at any one time. Additional licenses are available for all products. Copying or reselling the software is forbidden without permission.

6. To access 99% of Business Builder applications you simply need stable access to the internet, there is NOTHING to install on any site. All set up work is undertaken on the basis that you have stable access to the internet operating system and/or network (if VPN based systems have been provided). No responsibility can be taken for your current internet access, hardware or software installations. We are happy to work with your IT Support Company or department to help resolve any issues that may arise but this work may be chargeable.

7. The intellectual property Business Builder or in any custom implementations of Business

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Builder commissioned by you or in customisation to the NetNucleus core technology or customization of anything else created by Steam Software remains the property of Steam Software Ltd under all circumstances. Any of your own data we are given access to will be treated as confidential and not shown or used by any third party. To protect this, intellectual property systems must be hosted on Steam web server unless express agreement in writing is made between Steam Software and the Customer.

8. Until the Database Design / Workshop plan is completed we cannot be absolutely certain how much work is involved in setting up your system. Therefore in some cases it is impossible to give a definitive project cost until the Database Design day has been completed and approved.

9. Any Design work or template alterations within your Business Builder system are chargeable once the original specification has been approved by you.

10. Software functionality is as detailed on the product data sheet which is either supplied by your advisor or downloaded from our website

www.steam-software.co.uk/products/businessbuilder/

Business Builder is a web based modular business software package but note that significant customisation to the standard functionality provided is possible and is chargeable. The package does feature user configuration options so please check with our office or your adviser whether the specific functionality you require can be included free of charge. See 12 below.

11. Subject to the purchase of specific day's consultancy, Steam Software Ltd accepts responsibility for the import of data into Business Builder in accordance with the agreed Database Design Plan. Unless specified to the contrary, Steam Software Ltd is not responsible for extracting data from any other systems you operate (although this can be quoted for as a separate process). If payment is by lease rental and cancelled after the implementation process has been started i.e. Database Design plan has been scheduled and / or carried out, payment is still due for the work completed up to the cancellation date.

12. Additional programming is undertaken to specific requirements, A specification will be provided prior to any additional programming being completed to ensure we cover your exact needs. The specification must then be agreed before the work is started.

13. Our liability is limited to the purchase price of the software and no liability will be accepted for any additional costs arising from the use / misuse of the software supplied.

14. Title of any goods supplied remains the property of Steam Software Ltd until paid for in full. The intellectual property of the software (including any additional programming) remains with Steam Software Ltd and is licensed to your company.

15. Any data supplied to you is subject to the appropriate data protection acts and should be used in relation to the appropriate instructions. Advice is available on all relevant areas.

16. Additional travelling costs may be incurred for each project. These will always be detailed on the proposal provided prior to the project commencing.

17. If in doubt please tell us. We can only become your business partners if you involve us and the relationship will work best if we are open with each other.

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