

COBRA SYSTEMS UK LIMITED

TERMS AND CONDITIONS OF SALE FOR THE SUPPLY OF GOODS AND SERVICES

1. Definitions

"the Customer" in relation to any Contract (as hereinafter defined) means the party so defined on the quotation forming part of that Contract.

"COBRA", "COBRA SYSTEMS" or "COBRA SUPPORT" means Cobra Systems UK Limited.

"Contract" means any quotation signed by an authorised signatory of COBRA SYSTEMS accepted by an authorised signatory of the Customer or order signed by an authorised signatory of the Customer and accepted by an authorised signatory of COBRA SYSTEMS (together with any attachment thereto).

"Product/Service" means the hardware, software or service listed on any quotation/invoice forming part of a Contract.

"the Quotation Date" in relation to any Contract means the date of the quotation sent to the customer and "the Invoice Date" in relation to any Contract means the date of the invoice sent to the customer proceeding the installation of the Product and/or the completion of Services provided by COBRA SYSTEMS.

"Goods" means any Product, Equipment, Software and Documentation.

"Services" means those services set out in the Contract made between COBRA SYSTEMS and the Customer.

"Software" means any operating system application software and other software listed on the quotation/invoice forming part of a Contract and other software supplied by COBRA SYSTEMS to the Customer in the performance of its obligations under such Contract.

"Documentation" means any operator manual and all other documentation relating to the Product and/or the Software supplied at any time by COBRA SYSTEMS to the Customer in connection with any Equipment, Product and/or Software supplied by COBRA SYSTEMS to the Customer.

"Customer Site, Location or Address" means that area within the Premises of the Customer where the Equipment, Product and Service are to be provided.

"the Address/Premises" means the address of the Customer shown on the quotation/invoice forming part of a Contract or other premises of the Customer agreed with COBRA SYSTEMS

"the Unit Price" means the aggregate price for any Goods and Services shown on the quotation/invoice forming part of a Contract.

"the Total/Total Price" means the total cumulative price for all Goods and Services and their quantities shown on the quotation/invoice forming part of a Contract.

"the Maintenance Service" means the maintenance service described in condition 12 hereof.

"the Maintenance Period" in relation to any contract means the period specified in the quotation/invoice which forms part of a Contract.

"the Maintenance Charge" means the fee payable by the Customer for provision of the Maintenance Service in the sum specified in the quotation/order.

"Installation and Configuration" means the service described in Condition 14 hereof.

"Remote Support Service and Remote Support Online Service" means the service described in Condition 15 hereof.

"the Remote Support Service Period" in relation to any contract means the period specified in the quotation/invoice which forms part of a Contract.

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"Remote Server Monitoring and Support Service" means the service described in Condition 15 hereof.

"Helpdesk Service" means the service described in Condition 15 hereof.

"Online Backup Service" means the service described in Condition 16 hereof.

"the Online Backup Service Period" in relation to any contract means the period specified in the quotation/invoice which forms part of a Contract.

"Updates" means the service provided to the Customer to update their PC software or hardware.

"Additional Charges" means the items that will require an extra carriage charge due to their weight being above the 20Kg limit as set out in Condition 17.

"Hours" means the duration of time to perform the service to the Customer.

"Hosting Services" means all of our third party hosted solutions to include Microsoft Exchange Hosting and Website, Domain and Email Hosting.

2. General

2.1 Quotations are open to acceptance by the Customer for seven days. Prices of all Products/Services are fixed within this period.

2.2 The terms of any Contract entered into by COBRA SYSTEMS for the supply of Goods and/or Services to the Customer shall consist of the express terms of any quotation/invoice (including these Conditions of Sale for the Supply of Goods and Services) together with the terms of any other document expressly referred to in such quotation/invoice. Any such Contract shall supersede all previous discussions negotiations letters and agreements in relation to the supply of such Goods and/or Services.

2.3 If the Customer accepts any Goods delivered or Services supplied to the Customer by COBRA SYSTEMS before a binding agreement for the supply of such Goods or Services is in existence then the Customer's acceptance of such Goods/Services shall be deemed to constitute acceptance of the terms of the quotation and of the terms of any invoice rendered by COBRA SYSTEMS.

2.4 The Customer has deemed to have accepted all Goods and Services as stated on the Quotation when confirmation to proceed with the quotation has been provided by the Customer to COBRA SYSTEMS. The Customer enters into a contract with COBRA SYSTEMS on acceptance of the quotation either by signing and returning the quotation by email, fax or post OR by replying to the quotation email and confirming the unique Quote No provided by COBRA SYSTEMS.

3. The Total Price, Payment, Handling and Delivery Charges

3.1 The Price or Total shall be the Price specified in the Contract. The Price is exclusive of Insurance and unless otherwise specified of Delivery Charges.

3.2 Handling and Delivery charges are in respect of the cost of delivery and administrative handling of Goods to the Location. They do not include the cost of any building electrical or other special works necessary to enable Goods to be used at the Location.

3.3 Unless otherwise specified in the Contract payment of the Total Price shall be due and payable upon receipt of the Invoice or at completion of service. If payment is not made to COBRA SYSTEMS on receipt of the Invoice or at completion of service, 30 days will be allowed as maximum time to receive payment from the date of the Invoice. From time-to-time COBRA SYSTEMS shall deem fit and only after specifically stating in writing on the form of the quotation, to request 50% of the Total Price payable on acceptance of the quotation.

3.4 Interest on the Total Price shall accrue for late payment of the Invoice commencing from when payment becomes due at a rate of 5% above Barclays Bank Plc's base rate until the date of actual payment. This shall be applied from time to time in force.

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3.5 All payments made online incur a 3% surcharge which will be added to the online total on the 'Nochex' third party gateway site.

3.6 Unless otherwise specified in the Contract, Quote or Invoice, VAT will be charged on service and supplies at the current rate of 17.5%.

4. Delivery, Part Delivery and Returns

4.1 Any date for delivery of Goods or provision of Services specified in any Contract or otherwise quoted or agreed to by COBRA SYSTEMS will be estimated by COBRA SYSTEMS as accurately as possible but is not guaranteed and in the event of any failure to meet such date COBRA SYSTEMS's sole obligation shall be to deliver the Goods or provide such Services within a reasonable period thereafter.

4.2 Any claims for incorrect delivery damage or loss of Goods must be made to COBRA SYSTEMS in writing within 2 working days of delivery/collection by the Customer supplying full details. Any claims for non-delivery must be made in writing within 2 days of the delivery note/invoice date.

4.3 Unless a written notice is received by COBRA SYSTEMS pursuant to sub-clause 4.2 the Customer shall be deemed to have accepted the Goods in accordance with the delivery note/invoice.

4.4 If the Contract provides for the Installation of the Goods:

4.4.1 The Customer shall make the proposed installation site available for inspection by appropriate COBRA SYSTEMS staff at an agreed time during a minimum period of 14 days before the date scheduled for delivery.

4.4.2 Next Day Delivery shall mean Next Working Day delivery and be between the hours of 8.30am and 5.30pm. Normal Delivery shall be made during COBRA SYSTEMS's or the Customer's normal working hours of 9.30am to 5.30pm to the specified Customer Site, Business Location or Home Address.

4.4.3 COBRA SYSTEMS shall provide the labour required for taking any Equipment to the Customer Site, Location or Address and unpacking it. The Customer shall provide in any event a member of staff to assist in the supervision of the delivery and installation but shall not be required to participate with the actual installation of the goods, products or application of the services.

4.5 If confirmation of order has been received by COBRA SYSTEMS and the customer wishes to cancel or change the order, it is the obligation of the customer to contact COBRA SYSTEMS within a maximum of 5 days and request cancellation or alteration. This can be done either by telephone or email. No charge will be made to the customer for cancelling the order.

4.6 If after payment of the invoice and the customer wishes to return a product, the customer must contact COBRA SYSTEMS within 14 days of receipt of the invoice to request a full or part return of item(s). This period is known as a "cooling-off" period and acknowledges that the customer will not incur any financial charges within this period. If after 14 days, the customer wishes to return full or part of the products contained on the invoice, it is the obligation of the customer to contact COBRA SYSTEMS by telephone or email where COBRA SYSTEMS will reply within 5 working days.

5. Passing of Risk and Title

5.1 Risk in any Goods passes to the Customer when COBRA SYSTEMS delivers such Goods to any entrance to the Customer Site, Location or Address or when the Goods are collected by the Customer.

5.2 The Customer shall indemnify COBRA SYSTEMS against any damage to or loss of any Goods from the time of collection by the Customer or delivery of such Goods to any entrance to the Customer Site, Location or Address until the receipt by COBRA SYSTEMS of the Total Price.

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5.3 Property in any Goods shall pass only when COBRA SYSTEMS receives payment in full of the Total Price as stated on the Quote/Invoice.

5.3.1 All Goods supplied by COBRA SYSTEMS to the Customer under the terms of this Contract shall remain the sole and absolute property of COBRA SYSTEMS both in law and in equity until the Customer shall have paid the Total Price to COBRA SYSTEMS together with the Total Price of any other goods supplied by COBRA SYSTEMS to the Customer pursuant to any other contract between them.

5.3.2 Pending payment by the Customer as specified in sub-clause 5.3.1 the Customer acknowledges that it is in possession of the Goods solely as a bailee.

5.3.3 Until such time as the Customer becomes the owner of the Goods in accordance with this condition 5.3 it will keep them in such a manner which makes them readily identifiable as the Goods of COBRA SYSTEMS.

5.3.4 The Customer's right to possession of the Goods shall cease if the Customer become insolvent or is unable to pay its debts as they fall due or the Customer suspends or ceases or threatens to suspend or cease trading and COBRA SYSTEMS may thereupon enter any premises where the Goods are stored or where they are reasonably thought to be stored for the purpose of repossessing them.

5.3.5 Until such time as either the Customer shall have ceased to have the right to retain possession of the Goods or shall have acquired the property in them in accordance with this condition 5.3 the Customer may be licensed by COBRA SYSTEMS to sell the Goods but the Customer shall not hold itself out as agent but shall sell on its own account and shall hold the entire proceeds of sale as trustee for COBRA SYSTEMS and shall pay them into a separate bank account opened for the purpose approved by COBRA SYSTEMS and shall ensure that in no circumstances are the proceeds mingled with other money or paid into any overdrawn bank account but are at all times identifiable as COBRA SYSTEMS's money.

5.3.6 If the Customer has not received the proceeds of any such sale it will if called upon to do so by COBRA SYSTEMS assign to COBRA SYSTEMS within 7 days all rights against the person or persons by whom the proceeds are owed.

6. Patents and Copyrights

6.1 This condition states COBRA SYSTEMS's entire liability to the Customer arising from patent copyright or intellectual property right infringement and is subject to the Customer accepting the terms of any Software Licence Agreement required pursuant to sub-clause 7.4 of condition 7.

6.2 COBRA SYSTEMS warrants to the Customer:

6.2.1 That COBRA SYSTEMS either is the beneficial owner of any letters patent or copyright in the Goods or has the written permission of the owners of the letters patent or copyright in such Goods for their use by COBRA SYSTEMS and the Customer.

6.2.2 That neither the Goods nor their use shall infringe or violate any rights of any other party.

6.3 Subject to the provisions of this condition and to the Customer not being in breach of any other obligation under any Contract COBRA SYSTEMS shall indemnify the Customer against all costs, expenses, losses and damages occasioned to the Customer in consequence of any breach of these warranties or arising out of any claims alleging breach of these warranties and shall defend any proceedings in the Customer's name provided always that:

6.3.1 COBRA SYSTEMS is notified within 21 days in writing of any such claim and is given complete control of any information required for the defence of the same.

6.3.2 The Customer does not prejudice in any manner COBRA SYSTEMS's ability to defend such claim and

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6.3.3 The alleged infringement or breach does not arise from the Customer's use of goods or any part of any Goods in conjunction with Equipment, Hardware or Software obtained from third parties or as a result of any modifications made by the Customer or where goods or any part of any Goods have been used for a purpose for which they were not supplied or where all or any part of any Goods have been used otherwise than at the Location.

6.4 Where an injunction is granted against COBRA SYSTEMS's use of any Goods or any part thereof by reason of infringement of any patent or copyright or intellectual property right or where in the opinion of COBRA SYSTEMS any Goods or any part thereof are likely to become the subject of a claim for patent or copyright or intellectual property right infringement, COBRA SYSTEMS may at its option and expense either:

6.4.1 Procure for the Customer the right to continue using such Goods or any part thereof or

6.4.2 Replace or modify the same so that there is no infringement or

6.4.3 If neither of options 6.4.1 and 6.4.2 above is possible accept the return of such Goods and

6.4.4 Grant the Customer a credit equal to the value of such Goods taking into account depreciation.

7. Hardware and Software

7.1 Copyright and/or any intellectual property right in any Hardware or Software and any other Hardware or Software supplied by COBRA SYSTEMS in respect of any Equipment and copyright in all Documentation relating thereto (whether printed or stored magnetically) shall remain with COBRA SYSTEMS or (as the case may be) such third party who has permitted COBRA SYSTEMS to supply such items hereunder. In no circumstance shall copyright in such items pass or be deemed to pass to the Customer.

7.2 Any Hardware or Software supplied by or on behalf of COBRA SYSTEMS in connection with any Contract which is specifically written or modified for use with Equipment supplied or specified under such Contract is to be used on such Equipment only and no part of such Hardware is to be reproduced or utilised in any form or by any other means without the prior written approval of COBRA SYSTEMS and no part of such Software may be copied, reproduced or utilised in any form or by any other means without the prior written approval of COBRA SYSTEMS.

7.3 If any Equipment, Hardware, Software or Documentation supplied hereunder is amended or modified COBRA SYSTEMS or other third party copyright and/or intellectual property rights in respect thereof shall continue to exist and shall extend to such modifications.

7.4 The Customer shall accept and when required sign a Software Licence Agreement in the form required by COBRA SYSTEMS or the supplier of the Software to COBRA SYSTEMS.

8. Confidentiality

8.1 Any Software and all information and explanations supplied by COBRA SYSTEMS under or in connection with the Contract are supplied on a confidential basis and the Customer shall maintain the confidentiality of the same and in particular will not without COBRA SYSTEMS's prior written consent:

8.1.1 Disclose any details of any Software, Hardware or any Equipment or its method of operation to any third party.

8.1.2 Allow any use of the Equipment and/or the Hardware and/or the Software and/or the Documentation or any part thereof by any third party.

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8.1.3 Give or lend to any third party any copy of any program or any other Software in whatever form or any copy of or any part of any operating manual or Documentation supplied by or on behalf of COBRA SYSTEMS.

8.1.4 Make or cause to be made any copy of any Equipment or any part thereof or

8.1.5 Make or cause to be made any copy of any Software or any other Software supplied by COBRA SYSTEMS to the Customer other than one copy for the purposes of security.

8.2 The Customer will further take all reasonable steps to ensure that:

8.2.1 No authorised person may take or remove from the Customer's possession any copy of any Hardware, Software or of the documentation supplied by or on behalf of COBRA SYSTEMS.

8.2.2 Those persons who with the Customer's consent have access to any Goods are aware of the provisions of this clause.

9. Substitution and Modification

COBRA SYSTEMS reserves the right to make improvements substitutions and modifications in the specification of any item or items of Equipment, Hardware or Software provided that such improvements substitutions or modifications will not materially affect the performance of such Equipment and Software.

10. Communications Equipment

If the Contract includes the supply or use of data communications equipment the Customer will obtain and produce to COBRA SYSTEMS any agreement required by the supplier of communication services to the Customer ("the Service") in regard to the connection of data communications equipment with apparatus belonging to the Service. The Customer will indemnify COBRA SYSTEMS against any breach of the Service regulations.

11. Warranty

11.1 Except as otherwise expressly stated herein COBRA SYSTEMS's sole warranty in respect of the Equipment or Hardware comprised in any Contract is that on its installation it will perform in accordance with the manufacturer's specifications for such Equipment and Hardware published at the date of the execution of the Contract.

11.2 In respect of the Software or Updates comprised in any Contract the sole warranty is that such Software and Updates will perform in accordance with the specification published by the manufacturer and that such Software and Updates are compatible with the Equipment and Hardware (if any) comprised in such Contract.

12. Maintenance Service

12.1 Subject to the payment of the Maintenance Charge and to the provisions of any Maintenance Agreement made between COBRA SYSTEMS and the Customer the Maintenance Service comprises:

12.1.1 the repair of all mechanical and electronics failures in the Equipment or Hardware in accordance with the manufacturer's standards and general working practice which occur notwithstanding that the Equipment and Hardware is used in a normal and proper manner ("Remedial Maintenance").

12.1.2 the carrying out of preventative maintenance to the Equipment and Hardware at the intervals set out in the quotation ("Preventative Maintenance").

12.1.3 the carrying out of modifications which COBRA SYSTEMS may from time to time consider necessary.

12.1.4 the supply of all replacement parts.

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12.2 COBRA SYSTEMS will carry out its obligations in respect of the Maintenance Service during the hours 9.00am to 5.30pm (Monday to Friday inclusive but excluding Public holidays). COBRA SYSTEMS engineers at the Location at 5.30pm may at their discretion and with the Customers agreement stay later to finish work in hand.

12.3 In the case of Remedial Maintenance the fault must be reported by the Customer specifying the equipment which has failed (including the manufacturer model and model number), the nature of the problem and any other symptom of the problem. When it is necessary to attend the Location COBRA SYSTEMS's engineer will respond

12.4 COBRA SYSTEMS's obligations under sub-clause 12.1 do not extend to:

12.4.1 the replacement or repair of:

- (i) ribbons magnetic cards punch cards punch tapes cassettes diskettes disc cartridges, CRT and LCD components
- (ii) magnetic read/write heads where discs of a type which require cleaning have not been cleaned professionally within 6 months prior to such head replacement or where damage to the read/write heads has been caused by the users discs having been subjected to shock damage or distortion,
- (iii) panels and cabinets affected by wear and tear,
- (iv) mains supply and clean line installation,
- (v) regulators,
- (vi) any consumable item,
- (vii) equipment declared obsolete by manufacturer and/or for which spare parts are no longer available,
- (viii) monitors with reduced display clarity due to age,
- (ix) monitors with reduced display capacity due to incompatibility with modern software or hardware.

12.4.2 the rectification of failure resulting from:

- (i) misuse of the Equipment, deliberate or accidental damage to the Equipment or from an Act of God,
- (ii) the Customer not complying with reasonable recommendations made by COBRA SYSTEMS,
- (iii) failure of the Customer's electricity supply to conform to the Electricity supplier's specification for mains supply,
- (iv) failure by the Customer to maintain the environmental conditions specified by COBRA SYSTEMS,
- (v) failure by the Customer to store stationery and magnetic media in accordance with COBRA SYSTEMS's instructions given from time to time,
- (vi) failure by the Customer to keep the Equipment in the position in which it was installed,
- (vii) the use of any of the Equipment in conjunction with any other equipment or supplies not the subject of this contract unless such use of other equipment or supplies has previously been approved in writing by COBRA SYSTEMS,
- (viii) the modification or repair of any of the Equipment which has not been carried out by or with the approval of COBRA SYSTEMS,
- (ix) electrostatic discharge through any Equipment arising in whole or in part from fabrics and materials of the premises,
- (x) the use of any equipment other than in accordance with the manufacturer's instruction.

12.5 If the Customer requires other services in addition to the Maintenance Service COBRA SYSTEMS will use its reasonable endeavours to provide such

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services and will charge the Customer on a time and materials basis in accordance with COBRA SYSTEMS's then current charging rates/price list.

12.6 Any items loaned by COBRA SYSTEMS to the Customer remain the property of COBRA SYSTEMS. Any items removed from the Equipment or Hardware after a replacement part has been provided become the property of COBRA SYSTEMS. Any item supplied as a replacement part during the course of a repair become the property of the Customer.

12.7 The Customer will provide COBRA SYSTEMS with details of all manufacturers' warranties given in respect of the Equipment or Hardware and any Equipment or Hardware which fails during a warranty period will be repaired in accordance with the Terms and Conditions of the warranty.

12.8 The Maintenance period commences from the date specified on the quote/invoice and ends on the date specified on the quote/invoice.

13. Maintenance Charges and On-Site Maintenance

13.1 The Maintenance Charge shall be paid on the dates and in the manner specified in the quotation/invoice.

13.2 On-Site Maintenance is chargeable at the standard hourly rate as specified in the quotation/invoice.

13.3 The Maintenance Charge and On-Site Maintenance is based upon the Equipment and Hardware being sited at the Location or Site Address and COBRA SYSTEMS shall not be obliged to provide the Maintenance Service at any other location.

14. Installation and Configuration

14.1 Installation and Configuration charges shall be paid on the dates and in the manner specified in the quotation/invoice.

14.2 Installation and Configuration is chargeable at the standard hourly rate as specified in the quotation/invoice.

14.3 Installation and Configuration charges are based upon the Equipment, Hardware and Software already being present at the Location or Site Address or upon delivery by COBRA SYSTEMS or by an authorised engineer or representative of COBRA SYSTEMS.

14.4 COBRA SYSTEMS shall not be obliged to provide the Installation and Configuration at any other location.

15. Remote Support, Server Monitoring and Helpdesk Service

15.1 The Remote Support Service shall be paid on the dates and in the manner specified on the quote/invoice.

15.2 Unless otherwise specified on the quote/invoice, the Remote Support Service period is for a minimum 12 months, commencing from the date specified on the quote/invoice and ending on the date specified on the quote/invoice.

15.3 The Remote Support Online Service (via the company website at www.cobrasupport.net) is payable by the customer on conclusion of the support session and upon receipt of an invoice from COBRA SYSTEMS. The customer has consented to the session and being charged by ticking the confirmation box on the online form. The total amount payable is as specified on the invoice and the customer can pay through selected payment methods. All payments conform to the usual payment terms of COBRA SYSTEMS as specified in clause 3.3.

15.4 The Remote Server Monitoring and Support Service shall be paid on the dates and in the manner specified on the quote/invoice. Unless otherwise specified on the quote/invoice, the Remote Server Monitoring and Support Service period is for a minimum 12 months, commencing from the date specified on the quote/invoice and ending on the date specified on the quote/invoice.

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15.5 Non-chargeable remote and on-site support is provided with the Remote Server Monitoring and Support Service as part of the fee specified on the quote/invoice. However, the non-chargeable remote and on-site support only relates to resolving errors on the specific computer, machine or device that has been installed with the Remote Server Monitoring Software and which has been identified by COBRA SYSTEMS as part of the Remote Server Monitoring and Support Service. The Remote Server Monitoring and Support Service does not include the replacement of hardware in relation to the machine or device being monitored and any replacement parts or hardware identified by COBRA SYSTEMS as part of the Remote Server Monitoring and Support Service as a result of a hardware failure will be additionally charged to the customer separately and the physical replacement of the parts or hardware will be charged at the standard hourly rate. The Remote Server Monitoring and Support Service does not include any remote or on-site support for general support, upgrades, fixes or replacements in relation to computers, machines or devices that has not been installed with the Remote Server Monitoring Software at the Customer Site.

15.6 If the subscriber is a non-Cobra customer, the Helpdesk service shall be paid in the manner specified on the online payment page or from an invoice COBRA SYSTEMS.

15.7 The Helpdesk Service only covers support via telephone, email or web-based communication from within the Helpdesk Account. If a Remote Support request is initiated from within the Helpdesk Account, this will be charged at our standard Remote Support Service rates as mentioned in 15.1 to 15.3. unless otherwise agreed between the Customer and COBRA SYSTEMS or if the Customer has entered into an IT Support Outsourcing and Helpdesk Contract, in accordance with our Service Level Agreement (SLA).

15.8 The Helpdesk Service is provided to the customers of COBRA SYSTEMS and subscribers of The Helpdesk Service with the ability to raise an unlimited number of support tickets. However, if COBRA SYSTEMS assesses that a customer is creating an unreasonable quantity of support tickets within a calendar month, then COBRA SYSTEMS will initiate a Fair Usage Policy, contact the customer by either telephone or email to discuss the nature of their on-going issues and if necessary schedule a Remote Support Service or On-Site Maintenance charged at our standard rates as mentioned in 13.1 to 13.3 and 15.1 to 15.3.

15.9 All Helpdesk Tickets will be responded to within 24 hours of creation.

15.10 The Helpdesk Service operational hours are between 9am to 9pm Monday to Sunday excluding Bank and Public Holidays.

16. Online Backup Service

16.1 The Online Backup Service shall be paid on the dates and in the manner specified on the quote/invoice.

16.2 Unless otherwise specified on the quote/invoice, the Online Backup Service period is for a minimum 12 months, commencing from the date specified on the quote/invoice and ending on the date specified on the quote/invoice.

16.3 Our Online Backup Service is provided by a third party company in the United States, who has signed the Safe Harbor Policy (for more information on the UK Data Protection accepted International Transfers visit http://www.ico.gov.uk/what_we_cover/data_protection/international/international_transfers.aspx). Due to the nature of our Reseller Agreement, we are bound by the third party terms and conditions. When we provide you with our Online Backup Service, you agree to be bound by the same third party terms and conditions, notably all Acceptable Usage, Privacy and Service Level Agreement Policies. To read the full terms and conditions of our third party online backup partners that you have been quoted for or signed up to through COBRA

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SYSTEMS, visit <http://www.idrive.com/terms.htm> and
http://www.ibackup.com/license/terms_new.htm respectively.

17. Family Protect Service

17.1 The Family Protect Service shall be paid on the dates and in the manner specified on the quote/invoice.

17.2 Unless otherwise specified on the quote/invoice, the Family Protect Service period is for a minimum 12 months, commencing from the date specified on the quote/invoice and ending on the date specified on the quote/invoice.

17.3 Net Nanny is provided as part of our Family Protect Service. Net Nanny is a product copyrighted and owned by ContentWatch Inc and COBRA SYSTEMS do not make any warrant of ownership over the Net Nanny product or ContentWatch product range. COBRA SYSTEMS are authorised resellers of these ContentWatch products and you may find our reseller profiles at the Net Nanny Website at <http://www.netnanny.com/partners/profile/693> and the Content Watch website at <http://www.contentwatch.com/partners/profile/693>

18. Outsourcing and Support Contracts

18.1 The IT Support & Helpdesk Outsourcing Contract shall be paid on the dates and in the manner and frequency specified on the quote/invoice.

18.2 Unless otherwise specified on the quote/invoice, The IT Support & Helpdesk Outsourcing Contract period is for a minimum 1 month period, commencing from the date specified on the quote/invoice. The IT Support & Helpdesk Outsourcing Contract will be continuously billed on a rolling monthly contract ending either on the date specified on the quote/invoice or in accordance with clause 18.3.

18.3 30 days notice required to be given by the Customer to cancel The IT Support & Helpdesk Outsourcing Contract.

18.4 The IT Management & Administration Outsourcing Contract shall be paid on the dates and in the manner and frequency specified on the quote/invoice.

18.5 Unless otherwise specified on the quote/invoice, The IT Management & Administration Outsourcing Contract period is for a minimum 1 month period, commencing from the date specified on the quote/invoice. The IT Management & Administration Outsourcing Contract will be continuously billed on a rolling monthly contract ending either on the date specified on the quote/invoice or in accordance with clause 18.6.

18.6 30 days notice required to be given by the Customer to cancel The IT Management & Administration Outsourcing Contract.

19. Website Design and Hosting

19.1 If a website has been commissioned or hosted, the phrase "Designed by Cobra", "Hosted by Cobra" or "Designed & Hosted by Cobra" will be displayed at the bottom of the home or index page with a hyperlink attached to the phrase, providing a link-back to www.cobrasupport.net

19.2 All Web and POP3/SMTP Email Hosting shall be paid on the dates and in the manner specified on the quote/invoice.

19.3 Unless otherwise specified on the quote/invoice, Web and POP3/SMTP Email Hosting period is for a minimum 12 months, commencing from the date specified on the quote/invoice and ending on the date specified on the quote/invoice.

19.4 30 days notice before the renewal date is required to be given by the Customer to cancel any Web and POP3/SMTP Email Hosting

19.5 The Microsoft Exchange Hosting shall be paid on the dates and in the manner and frequency specified on the quote/invoice.

19.6 Unless otherwise specified on the quote/invoice, the Microsoft Exchange Hosting Contract period is for a minimum 1 month period, commencing from the

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date specified on the quote/invoice. The Microsoft Exchange Hosting Contract will be continuously billed on a rolling monthly contract ending either on the date specified on the quote/invoice or in accordance with clause 19.7. 19.7 30 days notice required to be given by the Customer to cancel The Microsoft Exchange Hosting Contract.

19.8 All of our Hosted Services are provided by third party companies and we are an authorised reseller. We do not own a dedicated server but we own a portion of a dedicated server, known as a shared server. All of our customer hosting services are stored on our portion of the dedicated server's hard drive and are always within our full control. Due to the nature of our Reseller-Hosting Agreements with our Hosting Partners, we are bound by their terms and conditions. When we provide you with a Hosting Solution, you agree to be bound by the same third party terms and conditions, notably all Acceptable Usage, Privacy and Service Level Agreement Policies. To read the full terms and conditions of our third party Microsoft Exchange hosting partner, visit <http://www.rackspace.co.uk/aboutus/legal.htm/> and to read the full terms and conditions of our third party website, domain and email hosting partner, visit http://www.uk2.net/important_information/terms_and_conditions/

20. Force Majeure

COBRA SYSTEMS shall be relieved from liability under any Contract if and to the extent that it may become unable to carry out all or any of its obligations as a result of any event or matter beyond its reasonable control which occurs after the date of such Contract and which was not reasonably to be foreseen as likely to occur during the anticipated period for the performance of such Contract and/or if and to the extent that the performance of all COBRA SYSTEMS's obligations becomes materially more expensive or onerous as the result of any such event or matter. Where there is any shortage of Goods materials energy or labour COBRA SYSTEMS will endeavour to allocate available resources fairly between one Customer and another. COBRA SYSTEMS's decision as to any such allocation shall be final and in so far as such allocation results in a shortfall or delay in the supply of Goods or Services such shortfall or delay shall be deemed to arise from matters beyond the control of COBRA SYSTEMS and COBRA SYSTEMS shall be relieved from liability accordingly.

21. Liability

21.1 The provisions of this condition reflect the insurance cover which COBRA SYSTEMS has effected. If the Customer seeks further protection against loss the Customer is advised to effect its own insurance.

21.2 COBRA SYSTEMS shall be liable without limit in amount for death or personal injury relating from COBRA SYSTEMS's "negligence" as defined in Section 1 of the Unfair Contract Terms Act 1977.

21.3 COBRA SYSTEMS shall be liable up to a maximum of £1,000,000 in the case of any one event or series of events in respect of damage caused by fire or explosion resulting from COBRA SYSTEMS's negligence as defined in sub-clause 21.2.

21.4 Subject always to the provisions of sub-clauses 21.1, 21.2 and 21.3 hereof COBRA SYSTEMS's liability (whether in contract tort or otherwise) arising out of any failure to perform its obligations contained in the Contract shall not exceed the Price of the Goods.

21.5 COBRA SYSTEMS shall not in any circumstances be liable to the Customer for any loss of profit by the Customer arising out of any failure by COBRA SYSTEMS to perform its obligations hereunder.

21.6 The Customer shall indemnify COBRA SYSTEMS in respect of:

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21.6.1 Direct physical damage to any Equipment for so long as it remains the property of COBRA SYSTEMS and damage to any other COBRA SYSTEMS property on the Customer's premises arising other than that directly attributable to negligence by COBRA SYSTEMS or its servants or agents.

21.6.2 The Customer's liability for direct physical damage is limited to the invoiced value of any Goods damaged.

21.6.3 Direct physical injury to or death of any of COBRA SYSTEMS's servants or agents resulting from the negligence of the Customer or its agents or servants. Such liability shall be unlimited in amount.

22. Miscellaneous

22.1 No failure delay relaxation or indulgence on the part of COBRA SYSTEMS in exercising any power or right conferred upon it in any Contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or to the exercise of any other power or right.

22.2 The Customer shall not assign or purport to assign the benefit of all or any part of any Contract or any interest herein.

22.3 The Customer shall not make or seek to make any offer of employment or of consultancy work to any person who is for the time being an employee of COBRA SYSTEMS or otherwise encourage such person to become their employee or consultant.

22.4 Any notice given under any Contract by either party to the other must be in writing and may be effected by personal delivery fax or recorded delivery post and shall in the case of fax be deemed to be received on the same date as it was sent and if sent by recorded delivery post within 48 hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties as set out above or if a substitute address is notified in writing to the other for such purpose after the date of this Contract then to such substituted address and all notices shall be marked for the attention of "The Managing Director".

22.5 All unwanted or replaced components removed from the Location by COBRA SYSTEMS prior to or upon the Completion Date subject to the Customer's consent shall thereafter be deemed to belong to COBRA SYSTEMS and COBRA SYSTEMS shall be deemed to hold good title thereto.

22.6 COBRA SYSTEMS reserves the right to formally vary these conditions by not less than 7 days notice in writing to the Customer. The Customer is entitled to reject any such variation which rejection must be in writing and served within 7 days of the original notice. If no rejection is received the Customer shall be conclusively deemed for all purposes to have accepted such variation.

22.7 In the event of any conflict between these conditions and any Software Licence/Support Agreement entered into between the Customer COBRA SYSTEMS and/or the supplier/manufacturer of the Software the terms of the Software Support/Licence Agreement shall prevail.

23. Termination

Without prejudice to any other provisions of the Contract, the Contract may be terminated:

23.1 Forthwith by either party if the other party is in fundamental breach of the Contract and fails to remedy such breach within 14 days.

23.2 By either party giving 3 months' notice in writing to the other.

23.3 COBRA SYSTEMS will be entitled to terminate any Contract it has with the Customer (without prejudice to any claims which it may have in respect of such Contract) if the Customer is in breach of any other agreement with COBRA SYSTEMS and has failed to remedy such breach in accordance with the terms of

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that Contract or if the Customer shall have a receiver appointed of the whole or any part of its assets or if a petition is presented an order is made or a resolution is passed for the winding up of the Customer (otherwise than for the purpose of reconstruction and amalgamation) or if the Customer shall convene a meeting of and propose or enter into any agreement with its creditors.

24. Complaints

If at any time you feel dissatisfied with the service please contact either Simon Raine (simon@cobrasupport.net) or David Share (david@cobrasupport.net) by email or call 0208 123 2535 to speak to one of the Directors directly. All complaints will be replied to within 3 working days.

25. Jurisdiction

Any Contract shall be governed by and construed in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

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Support Service Level Agreement (SLA)

Response and Resolution Times for Service Issues

The following table details the targets of response and resolution for each priority level:

| Problem / Issue | Priority | Response time (in hours) | Resolution time (in hours) | Escalation to 2 nd /3 rd Level Support (in hours) |
|--|----------|--------------------------|----------------------------|---|
| Service not available <i>(all users affected with all functions unavailable)</i> | 1 | Within 1 hour | ASAP - Best Effort | ASAP - Best Effort |
| High service degradation <i>(large number of users or business critical functions affected)</i> | 2 | Within 2 - 4 hours | ASAP - Best Effort | 2 - 4 hours |
| Medium service degradation <i>(limited number of users or functions affected, business process can continue)</i> | 3 | Within 24 hours | Within 48 hours | 24 hours |
| Low service degradation <i>(business process can continue, one user affected)</i> | 4 | Within 48 hours | Within 72 hours | 48 hours |

1st , 2nd and 3rd Support Levels

The following table details and describes our Support Tier levels:

| Support Level | Description |
|-----------------|--|
| Level 1 Support | All support incidents begin at Level 1, where the initial issue is created on our helpdesk, the issue is identified and clearly documented and basic hardware/software troubleshooting is initiated. |
| Level 2 Support | All support incidents that cannot be resolved with Level 1 Support are escalated to Level 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. |
| Level 3 Support | Support Incidents that cannot be resolved by Level 2 Support are escalated to Level 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues. |

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Association of Independent Computer Specialists Code of practice

- AICS members will not misrepresent their experience or capabilities and will carry out any work undertaken to the best of their ability.
- AICS members will divulge any relevant commercial interests they may have when recommending services or items of hardware or software.
- AICS members will not start work for a client until clear terms have been agreed, preferably in writing.
- AICS members will accept full responsibility for any work that they sub-contract.
- AICS members will make all reasonable endeavours to see each and every job they start through to the agreed conclusion.
- AICS members will, at the request of a client, agree to submit any dispute to a mediator appointed by the AICS Council.
- AICS members will ensure that the ownership of any intellectual property rights that might arise from work for a client is made clear to the client before that work starts.
- AICS members will not disclose any confidential information about a client's business to a third party without first obtaining the client's express permission to do so.
- AICS members will give a copy of this Code of Practice to every prospective client at the time of quotation.

Revised code agreed unanimously by the AICS Council 12 December 2001



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