

Integritie Customer Agreement (Terms and Conditions)

Reference Integritie CA -V007

Products and Services sold and provided by Integritie, are subject to these "Customer Agreement" terms and conditions, (hereinafter referred to as "Agreement"),

This Agreement and its attachments are the complete Agreement and replace any prior oral or written communications between us.

Each Agreement takes effect on written confirmation, which can include the original signed Agreement, or include facsimile or emails, of the transaction details.

Any reproduction of this Agreement, an Attachment or Transaction Document made by reliable means (for example, photocopy, or facsimile, or scanned document) is considered an original and all Products and Services you order under this Agreement are subject to it.

These terms and conditions apply to all Integritie Contracts, and contain the following Terms and Conditions.

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1) Definitions

In this Agreement the following expressions shall, unless the context requires otherwise, have the following meanings:

- a) Customer means Customer as identified in the Customer Agreement.
- b) Services means those Services provided by Integritie to the Customer on the terms and conditions of this Agreement and pursuant to the Customer Agreement scope of work,
- c) Site means the locations where the software, hardware, or solution is installed.
- d) Software means any software listed in the Customer Agreement.
- e) The Customer Agreement 'Agreement' means this Agreement and any relevant Customer Agreement, Statements of Work, Scopes of Work, and other attachments or appendices specifically referenced in this Agreement.

2) Proprietary Nature of this Agreement

Integritie prepares each customer Agreement for the Customer organisation's exclusive use. Each Agreement is protected by copyright. The Customer may make Integritie Agreements, or parts of them, available to other organisations only with the written approval of the Integritie office issuing the document.

This Agreement supersedes all previous agreements and understandings between the parties on this subject whether in writing or oral.

3) Terms of Agreement

This Agreement commences on the date the Customer provides a Purchase Order to Integritie for products or services. This Agreement will remain in force until terminated by the Customer giving at least 90 day 's written notice of termination to Integritie at any time or by Integritie giving not less than 90 days' written notice of termination to the Customer at any time after the initial period of 12 months.

4) Price Quotations

All prices quoted are for the Customers information only. Prices for Products and Services sold by Integritie will be those as stated in this Agreement. Receipt by the Customer of a Purchase Order automatically confirms your acceptance to this Integritie agreement. Prices will be subject to the terms and conditions of this Agreement. All prices quoted are exclusive of local country taxes.

5) Delivery

Any delivery dates quoted by Integritie are based on Integritie's current delivery schedule and are subject to change. Integritie will try to meet your delivery requirements for Products and Services ordered, and will inform the Customer of their status. Transportation charges, if applicable, will be specified in Integritie quotes and invoices.

6) Third-Parties

If a third party carries out any of the Customer's responsibilities, it is the Customer's responsibility to evaluate, select, and negotiate the terms of agreement for such a third party. Integrity is not a party to such arrangements and therefore will not be responsible for the results achieved or the schedule of completion.

The contractual relationship between Integrity and the Customer will be governed only by the terms of this Agreement and is independent of and unaffected by any relationship you may establish with a third party.

Integrity does not make any warranty, express or implied, as to the quality, completion, or fitness for intended purpose of non-Integrity products or services.

Integrity will not assume responsibility for any damages, which result if the Customer fails to assume their responsibilities, or from acts or omissions of non-Integrity firms or individuals.

7) Third-Party Programs

The Customer is responsible to obtain any necessary permission for the use or copying of non-Integrity program materials. If the Customer discloses such materials to Integrity or request or permits Integrity to copy or otherwise use them, the Customer warrants that they are entitled to do so and that they have the necessary consent to enable Integrity to copy or use the materials without infringing any third party's rights.

8) Responsibilities

Successful application, operation, and management of products and services are the responsibility of the Customer. Examples of these responsibilities are:

- Validating the proposed equipment and program,
- Developing appropriate systems procedures,
- Incorporating protective measures to safeguard the plans,
- Preparing adequate documentation,
- Providing qualified personnel to obtain desirable results,
- Ensuring proper system redundancy, backup and recovery.

In no event shall Integrity have any liability for consequential damages.

9) Payment and Charges

The amount payable for a Product or Service will be based on one or more of the following types of charges:

1. one-time (for example, the price of a Machine);
2. recurring (for example, a periodic charge for Programs or measured use of Services);
3. time and materials (for example, charges for hourly Services); or
4. fixed price (for example, a specific amount agreed to between us for a custom Service).

Depending on the particular Product, Service, or circumstance, additional charges may apply (such as special handling or travel related expenses). We will inform you in advance whenever additional charges apply.

Recurring charges for a Product begin on or after its Date of Installation. Charges for Services are billed as we specify which may be in advance, periodically during the performance of the Service, or after the Service is completed.

The Customer will settle invoices within 7 days from the date of receipt of a valid invoice. If the Customer fails to pay any sum due then Integritie shall be entitled to interest on the amount due at the rate of 4% per annum above Bank of England base rate ruling from time to time calculated from the date due and to recover all costs including reasonable expenses, legal fees and the cost of collection. In the event that the Customer fails to pay any undisputed sum due within 30 days of the due date for payment under this Agreement Integritie may, with immediate effect, suspend performance under this Agreement.

If any government imposes a duty, tax (other than income tax), levy or fee on the agreement or on the product or service itself, that is not otherwise provided for in the amount payable, you agree to pay it when we invoice you. One-time and recurring charges may be based on measurements of actual or authorised use (for example, number of users or processor size for Programs, meter readings for maintenance Services, or connect time for network Services).

You agree to provide actual usage data if requested. If you make changes to your environment that impact use charges (for example, change processor size or configuration for Programs), you agree to promptly notify us and pay any applicable charges. Recurring charges will be adjusted accordingly.

Integritie may increase one-time charges upon written notice to the Customer. However, an increase to one-time charges does not apply to the Customer if (i) Integritie receive the order before the announcement date of the increase and (ii) one of the following occurs within three months after receipt of the order:

1. Integritie ship the Machine or make the Program available to the Customer,
2. Integritie make the Service available to the Customer,
3. The Customer makes an authorised copy of a Program or distribute a chargeable component of a Program to another Machine; or
4. A Program's increased use charge becomes due.

The Customer receives the benefit of a decrease in charges for amounts which become due on or after the effective date of the decrease.

Services for which the Customer prepay must be used within the applicable contract period or they will be forfeited.

10) Warranty and Disclaimer of Warranty

Integritie shall perform its obligations in a professional manner in accordance with generally recognised commercial practices and standards and with reasonable skill and care and within a reasonable time and rate for such services.

Except as specifically set forth herein all express or implied representations and warranties, including any implied warranty of satisfactory quality or fitness for a particular purpose are hereby disclaimed. Without limitation to the foregoing Integritie expressly does not warranty that the operation of the Customer's business will be uninterrupted or that the software will be error free.

11) Indemnities and Limits of Liability

Integritie will indemnify the Customer for direct physical injury or death caused solely by the negligence of its employees acting within the course of their employment and the scope of their authority.

Except as expressly stated in this Agreement Integritie disclaims all liability to the Customer in connection with Integritie's performance of this Agreement or the Customer's use of the software and in no event will Integritie be liable to the Customer for physical injury or death damage to real property or for special, indirect or consequential damages or damages by virtue of the negligence of its employees or howsoever arising including but not limited to loss of profits or arising from loss of data or unfitness for user purposes.

The Customer will indemnify and defend Integritie and its employees in respect of any third party claims which arise from any Integritie performance carried out on the instructions of the Customer or its employees.

The Customer will indemnify Integritie in respect of any losses or expenses incurred by Integritie as a result of the Customer's failure to maintain adequate current licences.

12) Personnel

The Customer shall not (and its respective Group), shall not solicit or approach in any way, any of Integritie's employees or contractors connected with provision or receipt of Services and or Support or managing the parties' relationship hereunder, with a view to offering such employees or contractors employment or to solicit services from them on their own account (whether for themselves or for another party) during the Term and for the period of one (1) year after the termination or expiry of this Agreement.

If any employee or contractor of Integritie leaves the employment as a result of a breach by the Customer (the "Poaching Party"), and thereafter (and always within a further period of one (1) year) that leaving employee commences employment with, or provides services to that Poaching Party (or third party as was "introduced" by that Poaching Party), that Poaching Party shall pay (by way of liquidated damages, but in full and final settlement of any claim in connection herewith) the party losing or having lost their employee or contractor (and not being in breach), GBP (£) 100,000 (the "Sum"). Such Sum is hereby acknowledged by the parties to be a reasonable and genuine pre-estimate of the loss that will be suffered by Integritie, is not intended as a penalty, but is comparatively high because of the specialist nature of the business; that Sum reflecting inter alia, the cost of recruiting and training a replacement employee, together with the (minimum) likely impact (including loss of profit and/or business) that will be suffered by the party not in breach.

Notwithstanding the aforesaid, in the event that any court or other body of competent jurisdiction should, contrary to the parties' intention, deem such Sum to be such a penalty provision, such Sum will immediately be reduced to the maximum permitted by the relevant court or other body of competent jurisdiction (and to which is shall continue to give effect to).

13) Confidentiality

The Parties recognise that under this Agreement they may each receive trade secrets and confidential or proprietary information of the other party, including but not limited to information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests, source and object program codes and development plans.

All such information, which is either marked Confidential or stated at the time of disclosure and subsequently confirmed in writing to be confidential constitutes Confidential Information. Each party agrees not to divulge Confidential Information received from the other to any of its employees who do

not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party. This obligation will survive the termination of this Agreement for a period of three years or until such earlier time as the Confidential Information concerned reaches the public domain other than through the receiving party's own default.

14) Termination for Cause

This Agreement may be terminated immediately by notice in writing:

By Integritie if the Customer fails to pay any sums due under this Agreement within 30 days of the due date for payment without prejudice to any other provisions relating to late payment in this Agreement.

By either Party if the other party is in material breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of 30 days after written notice by the other party.

By either Party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or equivalent circumstances occur in any other jurisdiction.

Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

15) Force Majeure

Neither party shall be liable for delay, non-performance, loss or damage due to acts of God, acts of government, wars, riots, civil unrest, strikes, accidents in transportation or other causes beyond the reasonable control of the parties. The foregoing shall not apply to the Customer's obligation to make payment.

16) Notices

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered post or facsimile to the last known address of the parties hereto. A notice sent by registered post or certified mail shall be deemed to have been received 48 hours after the time of posting.

17) Invalid Provision

Should any provision of this Agreement become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith to find a replacement for the provision, which is of similar economic effect to both parties.

18) Modification

No modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless confirmed in writing and duly executed by both parties.

19) Non Waiver

The failure of either party to give notice to the other of any breach or non-fulfilment of any provision, term or clause hereof constitute a waiver of any other provision, term or clause hereof.

20) Intellectual Property

Any and all improvements, designs or inventions, whether capable of registration or not, made by Integritie during the course of this Agreement with the Company, shall be the property of 'Integritie Franchise Division'. Any bespoke software (code) developed as a direct or indirect result of the tasks undertaken as part of this Agreement or an Integritie Scope of Work remain the property of Integritie and all intellectual rights reside solely with Integritie unless otherwise agreed.

Nothing in this clause shall affect any rights conferred by statutory law.

21) Assignment

The Customer shall not assign or otherwise dispose of the Agreement or any part thereof or of the benefit or advantage of this Agreement or any part thereof without the previous consent in writing of Integritie.

22) Validity Period

This Integritie Agreement is valid for thirty days only from the header date of the proposal, unless otherwise stated.

23) Recommendations, Analyses, and Estimates

Integritie proposals to the Customer include recommendations for the Customers use of products and services and may include related financial analyses and estimates of volumes, performance, costs, and savings. These recommendations, analyses, and estimates are based on information the Customer have given Integritie, our observations and assumptions, and public tariffs.

The Customers actual results against Integritie's recommendations, analyses, and estimates are the Customers responsibility to validate. The Customer should review them to determine their relevance to your business and make your own decisions from such input.

24) Geographic Scope

All your rights, all our obligations, and all licences (except for Licensed Internal Code and as specifically granted) are valid only in the United Kingdom.

25) Governing Law

The laws of the country in which Customer purchases Support Services govern this Agreement, including, except;

- 1) in Australia, the laws of the State or Territory in which the transaction is performed govern this Agreement; and
- 2) in the United Kingdom, all disputes relating to this Agreement will be governed by English Law and will be submitted to the exclusive jurisdiction of the English courts; and
- 3) in Canada, the laws in the Province of Ontario govern this Agreement; and
- 4) in the United States the laws of the State of Delaware govern this Agreement;

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.