

TIME & ATTENDANCE CLOCKS - MAINTENANCE AGREEMENT

SITE SURVEY:

DIAGRAM OF LOCATION AND/OR NOTES OF SPECIAL INSTRUCTION

UNLESS OTHERWISE DETAILED ABOVE, CLOCK WILL BE POSITIONED 1.2M FROM BASE OF CLOCK TO GROUND.

POSITIONING INSTRUCTION:

The clock will be positioned within 2 metres of a fuse spur.

That the fuse spur is live/will be made live in time for installation.

Agreed by client representative:

(Sign)

(Print)

The clock will be positioned where a GPRS signal can be obtained.

Agreed by client representative:

(Sign)

(Print)

Agreed by Sales representative:

(Sign)

(Print)

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This agreement is made between Innovise plc (hereinafter called the Company) which expression shall include their successors and assigns on the one part and the customer in receipt of this document (hereinafter called "the Customer") whereby it is agreed as follows:

THE SYSTEM

This agreement is for maintenance services of Time and Attendance clocks supplied by Innovise plc.

MAINTENANCE SERVICE PROVIDED

Maintenance will be carried out between 09.00 and 17.00 Monday to Friday excluding Bank Holidays. The service supplied will be as follows:

- 1) Emergency maintenance visits to remedy malfunction of the System including the replacement of unserviceable parts. The Company may at its option temporarily provide a substitute unit for any of those constituting the System.
- 2) All defective parts permanently removed by the Company will become the property of the Company and the replacement will become the property of the Customer (except equipment on loan or rental).
- 3) The Company's rate of charge covers all labour and parts associated with normal use and fair wear and tear of the System (excluding consumables such as cards etc.). The Company reserves the right however to make additional charges to cover abnormal use of the System, repairs due to other than fair wear and service calls caused by other than system malfunction, such as operator error, accident, interruption of electricity supply etc. at the Company's standard rate of charges per visit for non-contract calls.
- 4) Maintenance requested outside the specified hours will be supplied as and when maintenance personnel are available and will be charged at special rates available on request.

RESPONSIBILITY FOR THE SYSTEM

The Company will be under no obligation to maintain the System unless the Customer complies with the following conditions.

- a) To use the System correctly in accordance with the manufacturers operating instructions and with suitable operating supplies, promptly and regularly carry out all operator's maintenance routines.
- b) To notify the Company immediately if the System needs maintenance or is not operating correctly.
- c) To keep in good working condition.
- d) Not without the consent of the Company (which shall not be unreasonably withheld) to move, alter or add or attach anything to the System.
- e) To make available at his own expense adequate working space and facilities for the Company's personnel.
- f) To provide the Company with full and free access to and use of any machine attachments, features or other equipment necessary to enable the Company to provide the maintenance service.
- g) To comply at all time with all provisions of the Offices, Shops and Railway premises Act 1963 and all other statutes and by-law relating to health and safety regulations in so far as they relate to, or affect the System or the Company's personnel.

h) To ensure that the site and all environmental, electrical and other conditions are suitable for the System specifications or such variations thereof as shall have been advised by the Company prior to or during the commencement of this agreement.

EXCLUSIONS

The maintenance service does not cover:

- a) Operating supplies or accessories, painting or refinishing the System or the supply of materials for this purpose.
- b) Electrical work external to the System, power failures or damage caused by lightning.
- c) Accessories, attachments and additions to the System made subsequent to the commencement of this agreement, unless the Contract has been altered accordingly.
- d) Failure of magnetic media.
- e) Consequential loss of data. Notwithstanding all reasonable attempts to recover data.
- f) Batteries of all kinds including but not limited to those in UPS units and systems.
- g) PC operating software Support (This is taken to include the backing up and/or restoration of data for whatever reason).
- h) Allowing unqualified personnel to operate the System.
- j) The System if rendered faulty through accident, damage or negligence of any kind.

DURATION OF CONTRACT

The Contract will be for the period of one year unless specified over leaf from the date of the signing of this agreement by the Company and continue thereafter annually until terminated by either party. The Contract may be terminated by either party giving to the other not less than three months notice in writing to expire on an anniversary of the signing of this Agreement by the Company.

NON-MAINTAINABLE EQUIPMENT

If in the reasonable opinion of the Company any part of the System cannot be maintained satisfactorily by the provision of replacement spare parts or if a faulty printed circuit board, major sub-assembly or the whole of the System is damaged or faulty beyond economic repair then the Company reserves the right at its option either to cancel this Agreement forthwith, upon giving written notice to the Customer, in so far as it relates to that part of the System and any other parts which are rendered incapable of being maintained as a result, or to give the Customer an allowance based on the age, replacement value estimated usage of the System, this allowance to be used by the Customer to form part of the purchase price of a new or replacement unit from the Company at a normal market price.

CHARGES

The maintenance services in this Contract will be charged for the initial year at the price stated in the Schedule. The Company reserves the right to increase the annual charge provided that any such increase shall be limited to the amount which is proportionate to the increase, if any, since the date of the agreement or the last increase as the case may be in the Index of Hourly Wages for all workers in all industries and services published by the Central Statistical Office or any index substituted by the Company thereof. Submission of an invoice to the client setting out

particulars of any increase in charge under the provision of this clause should give sufficient notice of any such increase and shall be effective on the anniversary of the agreement. The Company reserves the right to make changes in its rate of charges for visits for non-contract calls at its current standard rate which will be made known to the Customer on request. Where Value Added Tax (hereinafter called VAT) is chargeable on a supply of goods and/or services by the Company it will be charged at the prevailing rate. Any service call which is due to operator error or faulty software programming (excluding that supplied by Innovise) or faulty peripherals (excluding those supplied by Innovise) will be charged at the current call out charges.

RESPONSE TIME

The Company shall not be liable for consequences of any delay in service arising from exceptional circumstances, or for the delay in obtaining spare parts from suppliers. Whilst the Company will make all reasonable endeavours to meet stated and required response times, time shall not be the essence of the Contract.

EXCLUSION OF ALL WARRANTIES

Except as expressly provided herein no warranty condition or representation on the part of the Company is implied by or given by the Company in relation to the services nor is any warranty condition or representation to be taken to have been given or implied from anything said or written in negotiations between the parties and any statutory or other warranty condition or description express or implied as to the state, quality or fitness of the System or services provided is hereby expressly excluded.

If the Customer attempts to repair a fault and causes damage to the System the Company shall be entitled either to refuse to repair the fault or to charge additional fees to the Customer.

FORCE MAJEURE

No party shall be liable for failure to perform obligations if the failure results from circumstances beyond its reasonable control including in particular accident industrial dispute or breakdown and non availability of spares from the manufacturer.

LIMIT OF LIABILITY

The total of the Company's liabilities under or in connection with any contract resulting from this agreement (arising from contract negligence or howsoever) is limited in respect of any one event or series of connected events to the value of the Contract or £5000.00 whichever be the less and for the purpose hereof the value of the Contract shall be the aggregate of the payments due under the quotation and terms of payment from the date of the event of the last in a series of events giving rise to the liability. If however personal injury or damages to property is caused by the negligence of the Company, the Company's liability will be limited to £1,000,000 in respect of any claim or series of claims arising out of any one accident.

The Company shall not be liable to the Customer for:-

- a) Loss of profit or contracts.
- b) Any damage or injury to the extent of any kind whatsoever to any property, persons or animals howsoever caused arising from equipment owned by either the Customer or the Company.
- c) Any damage or injury to the extent the same is caused by/arises out of act or omission(s) of the Customer or others.

d) Failure to repair or restore the System to good working order where such failure is attributable to causes beyond the reasonable control of the Company.

e) The introduction by any means, whatsoever of any virus into the System.

ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of any agreement or as to any act, matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing such agreement shall be appointed at the request of either party by the president for the time being of the Institute of Electrical Engineers. The arbitration shall be in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

GENERAL

The acceptance of the Company's quotation or the Company's acceptance of the Customer's order includes the acceptance of the preceding terms and conditions which prevail over any inconsistent terms and conditions contained in or referred to in the Customer's order or correspondence or otherwise save that the terms and conditions herein may be expressly varied in writing between the parties hereto. These terms together with any documents deemed to be incorporated with any such written variations thereof shall constitute the basis of any contract between the parties. This agreement shall only become binding on the Company upon acceptance by signature by a director or other senior officer of the Company made on the Company's behalf and shall be deemed to be made on the date on which it is so signed