

IT OUTSOURCE General Terms of Business

This Agreement applies to the purchase of all services (collectively, the "Services") ordered by CLIENT under this Service Agreement ("Agreement").

A. CLIENT's obligations

1. CLIENT shall pay the fees and charges for each Service as provided in this Service Agreement.
2. Service charges shall be invoiced monthly, unless otherwise agreed, and payment shall be due on the date specified in the invoice ("Due Date"). Charges for project work, equipment, additional hours and other services requested, shall be invoiced upon completion or installation by IT OUTSOURCE.
3. IT OUTSOURCE shall be entitled to vary charges, or other amounts payable under any contract (the "charges") by revising its published scale of charges and giving not less than 30 days prior written notice of variation to the CLIENT.
4. CLIENT will pay a late payment charge equal to 4% above the Cayman National Bank prime rate per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the Due Date.
5. Accounts unpaid thirty (30) days after the Due Date may have service suspended or terminated. Such suspension or termination shall not relieve CLIENT of its obligation to pay the monthly fee.
6. The legal and beneficial ownership of any equipment, tangible goods or media supplied by IT OUTSOURCE to the CLIENT ("the Equipment") shall pass to the CLIENT on payment in full and in cleared funds of all and any sums which may then be due therefore and IT OUTSOURCE shall be entitled to recover from the CLIENT any part of the Equipment for which payment in full has not been received when due and to enter upon the premises of the CLIENT at all reasonable times to recover such Equipment or part thereof.
7. Risk in the Equipment shall pass to the CLIENT on collection by the CLIENT from IT OUTSOURCE or on delivery by IT OUTSOURCE to the CLIENT and accordingly the CLIENT shall be responsible for insuring the Equipment against all normal risks with effect from the time the risk passes to the CLIENT. In the event that IT OUTSOURCE should agree to accept the return of any equipment risk shall pass in a like manner but IT OUTSOURCE reserves the right to levy a percentage charge in respect thereof.
8. CLIENT agrees to pay IT OUTSOURCE its reasonable expenses, including attorney's fees and collection agency fees, incurred in enforcing its rights under this Agreement.
9. CLIENT shall use its best efforts to protect and keep confidential all intellectual property provided by IT OUTSOURCE to CLIENT through any hardware or software and shall make no attempt to copy, alter, reverse-engineer, or tamper with such intellectual property or to use it other than in connection with the Services.
10. CLIENT will indemnify, and defend IT OUTSOURCE and all employees, and agents of IT OUTSOURCE (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to use of the Services.
11. The CLIENT will require their Users to be trained in the normal operation of their systems and be familiar in the routine fault reporting procedures. Such trained staff will be on duty during all periods during which maintenance is requested and these personnel will be responsible for contacting IT OUTSOURCE and indicating the nature of the fault report.
12. The CLIENT will allow IT OUTSOURCE to remove equipment for repair where this is necessary in the opinion of IT OUTSOURCE' representative.
13. The CLIENT will allow IT OUTSOURCE representatives at all reasonable times to inspect any relevant CLIENT equipment and for that purpose and for the purpose of servicing the same to enter upon the premises in which such equipment is kept and to afford them reasonable and proper facilities for such inspection and servicing.
14. When IT OUTSOURCE personnel are on any of the CLIENT'S sites, the CLIENT shall retain responsibility for the buildings and facilities. To this extent and respect all relevant health and safety obligations remain the responsibility of the CLIENT, including the issuing in advance of any guidance and warnings to the IT OUTSOURCE personnel.

B. Scope of the services

1. IT OUTSOURCE agrees to provide the Services as described in this Agreement.
2. IT OUTSOURCE will respond to CLIENT support requests by telephone within the agreed response time and additionally, if considered necessary by IT OUTSOURCE, will visit the site or access the system remotely. In the unlikely event that our response time exceeds that agreed, the CLIENT's account will be credited with One Hour of free block time for each hour that our response exceeds the agreed response time.
3. IT OUTSOURCE shall use good quality materials, techniques and standards and execute this Agreement with care, skill and diligence required in accordance with best practice. The ability to complete any repair will be subject to the availability of spare parts and other resources but where for reasons beyond its control such resources or spare parts become unavailable IT OUTSOURCE will endeavour to find suitable alternative replacements.
4. IT OUTSOURCE makes no warranties, either express or implied, including, but not limited to, warranties of quality or fitness for a particular purpose, or non-infringement for the services or any equipment IT OUTSOURCE provides.
5. Neither IT OUTSOURCE, its employees, affiliates, agents, third-party information providers, merchants, licensors or the like, warrant that the services will not be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use of the services or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the services.
6. IT OUTSOURCE is not liable for the content of any data transferred either to or from CLIENT or stored by CLIENT or any of its CLIENT via the service(s) provided by IT OUTSOURCE.
7. IT OUTSOURCE is acting only as a reseller of the hardware and software offered under this Agreement, which was manufactured by a third party ("Manufacturer") and provision of such hardware etc is not part of this agreement.
8. IT OUTSOURCE shall not be responsible for any changes in Service(s) that cause hardware or software to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of equipment either provided by IT OUTSOURCE to CLIENT or purchased directly by CLIENT in connection with the Service(s) will not be deemed a breach of IT OUTSOURCE's obligations under this Agreement.
9. Any interruption in any Service(s) that is caused by the malfunction or interruption of any CLIENT equipment purchased directly by CLIENT in connection with the Service(s) will not be deemed a breach of IT OUTSOURCE's obligations under this Agreement. The provision of services necessary to remedy such problems is outside this agreement and the responsibility of the CLIENT. Where the manufacturer or supplier of the equipment replaces the defective equipment the CLIENT will be charged at the contract rate for the additional services provided.

10. IT OUTSOURCE will refund the cost of, or at its discretion replace or repair free of charge, any of the goods proved to IT OUTSOURCE'S satisfaction to have been lost or damaged in transit up to the moment of delivery provided that within 3 days after receipt of goods in the case of damage, or within 10 days of receipt of Invoices in the case of loss, the CLIENT notifies IT OUTSOURCE in writing of the occurrence of the damage or loss, and its nature and extent.
11. The CLIENT shall not return goods or cancel orders without IT OUTSOURCE'S previous consent. Such consent will not normally be given where goods have been specially purchased by IT OUTSOURCE to meet the CLIENT'S requirements. If IT OUTSOURCE gives such consent, it reserves the right to make a cancellation charge.
12. Save as otherwise provided, the copyright and all other Intellectual property rights of whatever nature relating thereto shall remain in or be vested in IT OUTSOURCE as the case may be.
13. IT OUTSOURCE shall execute and deliver such instruments and take such other action as may be required and requested by CLIENT to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by IT OUTSOURCE pursuant to this Agreement shall be owned by IT OUTSOURCE until such time as all fee(s) owing to IT OUTSOURCE under the terms of this Agreement and the attached Schedules have been paid in full by CLIENT.

C. Breach

1. In no event shall IT OUTSOURCE be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by CLIENT or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if ITOUTSOURCE has been advised of the possibility of such damages.
2. In no event will IT OUTSOURCE's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by CLIENT for the Service which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.
3. IT OUTSOURCE shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption or delay in transportation, interruption or delay in telecommunications services or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.
4. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity.

E. Termination and Assignment

1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and assigns.
2. This Agreement may not be amended except by written agreement of both parties.
3. CLIENT may request changes that affect the scope, timing or duration of this Service Agreement although neither party shall be bound by any change request until such change has been accepted in writing by both parties. If CLIENT requests any such change, IT OUTSOURCE shall notify CLIENT of any proposed adjustment to the charges set out in this Agreement and the parties shall then negotiate in good faith.
4. IT OUTSOURCE may terminate this Agreement forthwith on giving 30 days notice in writing to the CLIENT if the CLIENT shall fail to pay any sum due under the terms of any contract and such sum remains unpaid for seven days after the due date, and/or if the CLIENT is in breach of its obligations under this agreement.
5. IT OUTSOURCE shall be entitled to vary any of these General Terms and Conditions upon giving not less than 30 days prior written notice to the CLIENT.
6. CLIENT may not assign this Agreement without the prior written consent of IT OUTSOURCE, which will be granted subject to such conditions as IT OUTSOURCE sees fit, including an audit of the assignee that meets the requirements of IT OUTSOURCE.

F. Choice of Law, Terms and Enforceability

1. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the Cayman Islands.
2. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
3. This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with the terms and conditions of any order submitted. This Agreement constitutes the entire agreement between the parties relating thereto
4. Each party will treat as confidential all information obtained from the other party under or in connection with any contract which is designated as confidential by the other party, or which is by its nature clearly confidential. The recipient party will not disclose such confidential information to any person (except only to those employees, agents, sub-contractors, IT OUTSOURCEs and other representatives who need to know it) or use such confidential information for purposes other than under or in connection with such contract without the other party's prior written consent.

G. Commencement

1. Acceptance of this Agreement by IT OUTSOURCE is subject, in IT OUTSOURCE'S discretion, to satisfactory completion of an audit of the CLIENTs equipment that will be subject to the agreement. A separate charge will be levied for the audit, separately agreed to and invoiced accordingly.
2. Written confirmation of completion of the satisfactory audit shall indicate IT OUTSOURCE'S acceptance of this Agreement.
3. CLIENT'S acceptance of this Agreement occurs upon signing contract.