

THE FOLLOWING INITIAL CLAUSES APPLY EQUALLY TO THE STORAGE, DATA CONVERSION AND SOFTWARE SUPPORT AGREEMENTS

A. Definitions in this Agreement.

- "The Articles"

The items comprising data records, papers, documentation and other materials (in whatever format) agreed to be stored/processed by the Company

"The Company"

Images-on-line Ltd

"The Customer"

A business or individual for whom the Company provides one or more of the Services.

- "The Services"

A business or individual for whom the Company provides one or more of the Services.

- "The Services"

(i) The storage of such of the Articles at the Company's facilities as the Customer requests.

(ii) The provision of Document/Data Conversion Services and furnishing the Customer with various media formats as are reasonably required.

(iii) The provision of software support in regards to **on-line** document retrieval

- "The Term"

A minimum period of 12 months from the commencement of this Agreement and to continue thereafter from year to year until it is terminated by not less than six months prior written notice by either party to the other.

B. Services Charges

All charges for such of the Services provided to the Customer shall be as specified in the pricing schedule and are exclusive of VAT or any similar duty or tax which will be included in all relevant invoices.

Charges are reviewed annually and any increase will be based on inflation as denoted by the increase in the UK Retail Price Index in the preceding 12 month period.

Should the Company notify the Customer of its intention to increase Service Charges otherwise than in accordance with the percentage increase in the RPI Index then the Customer shall be entitled, by notice in writing to the Company, to terminate this agreement from the date upon which the increased Services Charges would otherwise have taken effect.

C. Where the Customer believes the services rendered hereunder not to be in accordance with the

generally acceptable and/or relevant standards, or that the media formats supplied hereunder are damaged, the Customer will give notice to the Company of such non-conformity or damage giving full details thereof within 5 working days of delivery and in the absence of notification of such alleged non-conformity or of damage, within the time mentioned above, the goods shall be deemed to be delivered in accordance with the Agreement and in the absence of notification of any matter permitted by this condition within the time mentioned above the Customer shall be deemed to have waived all its rights against the Company in relation thereto.

D. These terms and conditions cancel all others issued by the Company and overrule any terms issued by the Customer unless otherwise negotiated and agreed in writing prior to the commencement of the provision of services in accordance with this Agreement.

No alteration, modification or addition to these terms, nor any waiver of these terms shall be valid unless made in writing and signed by an authorised representative of the Company

E. In any case where these terms and conditions conflict with any provision of the Sale of Goods Act 1979 (other than s.12 thereof) or any subsequent modification or re-enactment thereof, these conditions shall prevail.

F. Any notice to be given under this Agreement must be in writing and will be deemed to be sufficiently served by one party on the other if it is either delivered personally or is sent by pre-paid first class post and addressed to the party to whom it is to be given. In the case of the Customer at the address specified as being its usual place of business and in the case of the Company at its registered office, and any such notice if so posted will be deemed to have been served on the day (excluding Sundays and Public Holidays) following that on which it was posted.

G. Force Majeure.

Neither the Company nor the Customer shall be responsible for failure to perform their respective obligations hereunder where such failure arises from or is caused by a force majeure, act of God, act of government whether political, legal or otherwise, fire, explosion, accident, industrial dispute, equipment failure, impossibility of obtained materials, shortage of fuel, aircraft explosion, riot, malicious damage, earthquake, storm, flood, burst pipes, impact, theft arising from forcible entry into the Company's premises or any other event beyond or outside the control of the Company or the Customer.

H. This Agreement shall be construed in accordance with the law of England and Wales

STORAGE

1. The Company hereby agrees to accept for storage at its facilities such Articles (as defined on page 1) as the Customer requests and in consideration the Customer agrees to pay the Company for storage services according to the amounts and provisions specified in the pricing schedule (subject to price reviews as allowed for by this Agreement) for the duration of the Term (as defined in above).

2. Value of Articles.

The Customer declares that for the purposes of this Agreement the value of the Articles is £1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item and the Company's aggregate liability is limited to not more than £ 1,000.00.

3. Limitation of Liability

The Company's liability, if any, for loss of or damage to part or all of the Articles shall be limited to £5.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item, and the Company's maximum aggregate liability is limited to not more than £1,000.00

The Company shall not be liable for any loss or damage to any Articles, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Company is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of the Company's liability is limited as provided under these terms and conditions. Articles deposited by the Customer with the Company are not insured by the Company against loss or damage, however caused. The Customer may insure Articles through third party insurers for any amount including amounts in excess of the limitation of liability. The Customer shall cause its insurers to waive any rights of subrogation against the Company

In no event will the Company be liable for any loss of business, loss of profits, loss of contracts, loss of goodwill or any consequential or incidental damages arising as a result of the Articles and the related services to be provided pursuant to the terms of this Agreement.

The Company cannot reasonably assess the value to the Customer of the information comprised in the Articles being stored and cannot replace that information if Articles are lost or destroyed. The Company cannot reasonably obtain insurance for such eventualities so, except as otherwise expressly set forth in this Agreement the Company shall not be liable for any loss or damaged suffered or incurred by the Customer arising out of or in connection with any loss or mis-delivery of or damage to Articles or other breach by the Company of its obligations under this Agreement (including, without limitation, those set out above), save that any exclusion or limitation shall not extend to any liability of the Company in respect of any death or personal injury caused by the negligence of the Company.

The Customer acknowledges to the Company that the Customer considers the exclusions and restrictions and limitation of the obligations of the Company and of liability of the Company for breach of duty in contract and/or tort (including negligence) and otherwise contained in this Agreement to be reasonable in view of inter alia, the availability of services similar to the Services provided by the Company from sources other than the Company.

4. All invoices in respect of the provision of either of the Services pursuant to this Agreement shall be submitted by the Company and shall be paid by the Customer within 28 days of the date of the relevant invoice and time shall be of the essence in respect of this clause.

Where the invoice has not been paid as required above the Company shall be entitled to charge interest on any amounts outstanding at the rate of 5% (five percent) above Lloyds Banking Group plc base rate pertaining at the date of issue of the relevant invoice. Such interest to be compounded monthly and all expenses incurred in collecting charges which are in arrears, including reasonable legal fees.

If the Customer fails to pay the charges of the Company for a period of 45 (forty-five) days after the date of the invoice, the Company may, after giving 10 (ten) business days notice by registered mail, at its option either:-

- (a) redeliver any Articles stored by the Company to the Customer
- (b) refuse access to the Articles

The Company shall have a lien on all Articles of the Customer for all money due to the Company and other charges and expenses in connection with such Articles and shall also have a general lien on all Articles for any money due to the Company from the Customer upon any account whatsoever.

5. All information and other media supplied by the Customer and results arising there from shall be treated as confidential by the Company and its employees and the Company shall use reasonable endeavours to ensure that such information is not divulged to any unauthorised third party.

6. The Customer shall treat all information pertaining to the Services provided by the Company hereunder as confidential and it employees and the Customer shall use all reasonable endeavours to ensure that such information is not divulged to any third party.

7. The Customer warrants that all Articles either belong to it or are lawfully held by it on behalf of a third party and that they do not constitute stolen or illegal items of any description including (but not exhaustively) firearms, drugs/illegal substances, explosives, knives, wild animals and birds, pornographic material or any other Article that the Company may be prohibited from storing under the terms of its occupancy of its storage premises or any statute or by-law AND the Company shall be at liberty to remove and dispose of (or cause to be disposed of by the proper authorities e.g. Police, Environmental Health Officer, Army Bomb Disposal Unit) any Article that is or the Company reasonably believes has been supplied by the Customer in breach of this provision and the Company shall have no liability to the Customer for any such disposal or consequences thereof.

Signed on behalf of the Company _____

Print Name _____

Position _____

Date ____/____/____

Signed on behalf of the Customer: _____

Print Name _____

Position _____

Date: ____/____/____

DOCUMENT/DATA CONVERSION

1. The Company hereby agrees to provide or procure the provision of Document/Data Conversion Services and to furnish the Customer with various media formats as reasonably required and in consideration the Customer agrees to pay the Company according to the amounts and provisions specified in the pricing schedule (subject to price reviews as allowed for by this Agreement) for the duration of the Term (as defined above). The Customer agrees with the Company that during the Term of this Agreement that it will use the Company's services exclusively for its entire document management requirements and for all those applications implemented and/or processed by the Company for so long as the Customer shall require such conversion services in relation to the said applications.

2. **Limitation of Liability**

Any documents and other data belonging to the Customer and from time to time in the possession of the Company shall be at the Customer's risk. The Company does not accept any liability in respect of damage to the same other than that caused by the negligence of the Company or its employees and in any event the liability of the Company is limited to the replacement cost of the same excluding the costs of reconstitution of the original data.

Save as aforesaid, the Company shall not be liable for any liability, loss, costs, damages, expenses or claims suffered hereunder or incurred by the Customer arising out of the Data Conversion service supplied hereunder to the Customer whether arising through negligence in contract or otherwise including, in particular but without limitation, any loss of profits or any indirect or consequential loss of whatsoever nature.

The Company accepts no responsibility for any loss, damage, claim, cost or expense arising out of any infringement or alleged infringement of any patent, trademark, registered design, or copyright or other proprietary right (together "Intellectual Property") whether in the United Kingdom or elsewhere resulting from the use or the supply of the conversion services.

Intellectual Property belonging to the Company in the conversion services supplied hereunder shall remain the property of the Company.

The Customer acknowledges to the Company that the Customer considers the exclusions and restrictions and limitation of the obligations of the Company and of liability of the Company for breach of duty in contract and/or tort (including negligence) and otherwise contained in this Agreement to be reasonable in view of inter alia, the availability of services similar to the Services provided by the Company from sources other than the Company.

3. In relation to the Data Conversion services the Company does not accept responsibility or liability for loss or damage of whatsoever nature and howsoever caused arising from or as a consequence of the Customer's and its employee's act or default, including in particular:-

- (a)
 - (i) errors in coding/indexing information
 - (ii) illegible information on documents or the illegibility of data on other media supplied to the Company
 - (iii) faulty or damaged or incorrectly processed documents/data supplied to the Company
 - (iv) the late arrival or non-arrival of documents/data
 - (v) incorrect documents/data supplies or data out of specified sequence or in wrong form
- (b) In the event that any happenings to which this clause relates should necessitate additional work and or machine time the Company reserves the right to revise

delivery times and to make a fair and reasonable charge thereof.

(c) All delivery times specified from time to time by the Company shall be estimates only, provided that the Company shall use all reasonable endeavours to ensure that the delivery times shall be complied with.

4. All invoices in respect of the provision of either of the Services pursuant to this Agreement shall be submitted by the Company and shall be paid by the Customer within 28 days of the date of the relevant invoice and time shall be of the essence in respect of this clause.

Where the invoice has not been paid as required above the Company shall be entitled to charge interest on any amounts outstanding at the rate of 5% (five percent) above Lloyds Banking Group plc base rate pertaining at the date of issue of the relevant invoice. Such interest to be compounded monthly and all expenses incurred in collecting charges which are in arrears, including reasonable legal fees.

If the Customer fails to pay any charges for the conversion services on or before the date due or if in the event of insolvency in relation to the Customer (that is, if the Client enters into any composition or arrangement with its creditors, or being a company, passes a resolution to wind up itself or has a winding up Order made against it or, not being a company commits an act or bankruptcy) the Company (without prejudice to any other right or remedy) may cancel any request for conversion services not yet being processed and/or suspend or cancel any conversion services currently being rendered pursuant to the terms of this Agreement, both in respect of this Agreement or any other agreement to which such failure (if any) relates, without liability whatsoever to the Customer

5. All information and other media supplied by the Customer and results arising there from shall be treated as confidential by the Company and its employees and the Company shall use reasonable endeavours to ensure that such information is not divulged to any unauthorised third party.

6. The Customer shall treat all information pertaining to the Services provided by the Company hereunder as confidential and its employees and the Customer shall use all reasonable endeavours to ensure that such information is not divulged to any third party.

7. The Company shall not be required to process any matter which is in the opinion of the Company of an illegal or libellous nature. Furthermore the Company shall be indemnified and be kept indemnified by the Customer in respect of any claims, costs and expenses whatsoever arising out of the processing of any illegal defamatory matter for the Customer or out of any infringements of copyright, patent or design or otherwise by reason of the performance of the services hereunder.

Signed on behalf of the Company _____

Print Name _____

Position _____

Date ____/____/____

Signed on behalf of the Customer: _____

Print Name _____

Position _____

Date: ____/____/____

SOFTWARE SUPPORT AGREEMENT/ON-LINE RETRIEVAL

1. The Company hereby agrees to provide the Customer with Software Support (as detailed in clause 2 below) and in consideration the Customer agrees to pay the Company according to the amounts and provisions specified in the pricing schedule (subject to price reviews as allowed for by this Agreement) for the duration of the Term (as defined above).

2. Software Support

- The Company will make available to the Customer telephone support within a 2 hour response to calls during the hours of 9am and 5pm Monday to Friday exclusive of public holidays and when deemed necessary by the Company provide on site support during the same hours

- The Company will employ licence protection techniques for each system covered by this contract.

- The Company will recommend the use of all updates within version to the software provided that the Customer's hardware is capable of running such software

- By arrangement the Company will make available suitable training courses for the software covered by this agreement. Charges for such courses to be provided on request.

- Full documentation will be issued to all attendees of training courses

3. The Customer agrees to pay for time and travel costs incurred as a result of Customer neglect, abuse, accident, misuse, Acts of God or any other cause outside the Company's control.

4. The Customer shall permit the Company's personnel full and free access to the equipment to perform all required diagnostics, modifications and updates. Should computer time be required then such time will be made available at no charge

5. The Company does not provide any warranty as to the speed at which document downloading occurs as this is dependant upon the Customers equipment bandwidth and although the Company is hosting the Customers data it shall not be held liable for any failure of a file server resulting in the Customer being unable to access its data. This Agreement does not cover the provision of modules, which give new functionality.

6. Limitation of Liability

Any data belonging to the Customer and from time to time in the possession of the Company shall be at the Customer's risk. The Company does not accept any liability in respect of loss or damage to the same other than that caused by the negligence of the Company or its employees and in any event the liability of the Company is limited to the replacement cost of the same excluding the costs of reconstitution of the original data.

Save as aforesaid, the Company shall not be liable for any liability, loss, costs, damages, expenses or claims suffered hereunder or incurred by the Customer arising out of the Software Support/On-line Retrieval service supplied hereunder to the Customer whether arising through negligence in contract or otherwise including, in particular but without limitation, any loss of profits or any indirect or consequential loss of whatsoever nature.

The Company accepts no responsibility for any loss, damage, claim, cost or expense arising out of any infringement or alleged infringement of any patent, trademark, registered design, or copyright or other proprietary right (together "Intellectual Property") whether in the United Kingdom or elsewhere resulting from the use or the supply of this service.

Intellectual Property belonging to the Company shall remain the property of the Company.

The Customer acknowledges to the Company that the Customer considers the exclusions and restrictions and limitation of the obligations of the Company and of liability of the Company for breach of duty in contract and/or tort (including negligence) and otherwise contained in this Agreement to be reasonable in view of inter alia, the availability of services similar to the Services provided by the Company from sources other than the Company.

7 It is strongly recommended that the Customer allow the Company online access to their system for diagnostic purposes. This can be on a "dial back" arrangement and in full accordance with the Customer's own security arrangements.

8. Each On-line retrieval licence purchased by the Customer can only be used on a concurrent basis by anyone the Customer authorises so to do, i.e. any workstation can be used to access the on-line data, but no more than the number of concurrent licences at any one time.

9. At the time of purchase the Company will issue (in conjunction with the Customer's instructions) on-line retrieval licence user names and passwords (either temporary or permanent). It is the Customer's responsibility to inform the Company (in writing) of any amendments/additions thereto

10. It is the Customer's responsibility to restrict access to any on-line data via their own security procedures (which the Customer warrants they have in place and apply). The Company does not accept responsibility or liability in any way whatsoever for breaches of security in terms of accessing data via unauthorised sites or providers.

11. The Company will endeavour to ensure at all times that its on-line access modules are secure and tamper-proof. The Company accepts no responsibility under any circumstances for "computer-hacking/espionage" events or occurrences.

12. If the Customer fails to pay its annual maintenance fee to the Company, the Company may in its absolute discretion deny the Customer access to its data until payment of all outstanding sums has been made. All invoices in respect of the provision of either of the Services pursuant to this Agreement shall be submitted by the Company and shall be paid by the Customer within 28 days of the date of the relevant invoice and time shall be of the essence in respect of this clause.

Where the invoice has not been paid as required above the Company shall be entitled to charge interest on any amounts outstanding at the rate of 5% (five percent) above Lloyds Banking Group plc base rate pertaining at the date of issue of the relevant invoice. Such interest to be compounded monthly and all expenses incurred in collecting charges which are in arrears, including reasonable legal fees.

The Company shall have a lien on all Articles of the Customer for all money due to the Company and other charges and expenses in connection with such Articles and shall also have a general lien on all Articles for any money due to the Company from the Customer upon any account whatsoever.

Signed on behalf of the Company _____

Print Name _____

Position _____

Date ____/____/____

Signed on behalf of the Customer: _____

Print Name _____

Position _____