

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Contract.

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation, as further described in clause 3.2(d).

Bespoke Service: any customisation or bespoke development carried out by Tang specifically for the Client.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client: the person who purchases Barracuda from Tang.

Client Data: the data inputted by the Client, Authorised Users, or Tang on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

Contract: the contract for the provision of Services by Tang to the Client which incorporates these terms of business and, where Bespoke Services are provided, the Development Terms of Business.

Contract Signature Page: the document setting out the Client and Contract details and signature.

Development Terms of Business: Tang's standard terms of business for its Bespoke Service.

Documentation: the document made available to the Client by Tang online via the Tang Solutions Website or such other web address notified by Tang to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this Contract.

Initial Subscription Term: the initial term of this Contract as set out in Schedule 2.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the Barracuda subscription services provided by Tang to the Client under this Contract which are detailed on the Tang Solutions Website as updated by Tang from time to time together with any Bespoke Services provided by Tang.

Software: the online software applications provided by Tang as part of the Services.

Subscription Fees: the subscription fees payable by the Client to Tang for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Tang: Tang Solutions Limited whose registered office is at Tang Solutions Ltd, The Creative Industries Centre, Wolverhampton Science Park, Mammoth Drive, Wolverhampton, WV10 9TG.

Tang Solutions Website: Tang's website at www.tangsolutions.com.

User Subscriptions: the user subscriptions purchased by the Client pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Contract.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract and shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.
- 1.6 A reference to writing or written includes e-mail.

2. BASIS OF CONTRACT

- 2.1 The Contract shall come into existence when the Contract Signature Page is signed by both parties or, if earlier when Tang starts to supply the Services. If the Client applies for the Services online through the Tang Solutions Website, the Contract shall come into existence upon acceptance by Tang. The Contract shall continue for the Initial Subscription Term and afterwards unless and until terminated in accordance with its terms.

- 2.2 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Tang which is not set out in the Contract.
- 2.3 Any descriptive matter or advertising issued by Tang are issued or published for the sole purpose of giving an approximate idea of Barracuda and the Services described. They shall not form part of the Contract or have any contractual force.
- 2.4 These conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Tang shall not constitute an offer, and is only valid for a period of 90 Business Days from its date of issue.

3. USER SUBSCRIPTIONS

- 3.1 Subject to the Client purchasing the User Subscriptions in accordance with clause 4.3 and clause 9.1, the restrictions set out in this clause 3 and the other terms and conditions of this Contract, Tang hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Client's internal business operations.
- 3.2 In relation to the Authorised Users, the Client undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Tang within 5 Business Days of Tang's written request at any time or times;
 - (e) it shall permit Tang to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Tang's expense, and this right shall be exercised

with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

- (f) if any of the audits referred to in clause 3.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Tang's other rights, the Client shall promptly disable such passwords and Tang shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 3.2(e) reveal that the Client has underpaid Subscription Fees to Tang, then without prejudice to Tang's other rights, the Client shall pay to Tang an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within 10 Business Days of the date of the relevant audit.

3.3 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Tang reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

3.4 The Client shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3; and

3.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Tang.

4. ADDITIONAL USER SUBSCRIPTIONS AND REDUCTIONS

4.1 Subject to clause 4.2 and clause 4.3, the Client may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph 1 of Schedule 1.

4.2 If the Client wishes to purchase additional User Subscriptions, the Client shall notify Tang in writing. Tang shall respond to the Client with approval or rejection of the request.

4.3 If Tang approves the Client's request to purchase additional User Subscriptions, the Client shall, within 30 days of the date of Tang's invoice, pay to Tang the relevant fees for such additional User Subscriptions as set out in paragraph 2 of Schedule 1, pro-rated where applicable.

4.4 The Client may reduce the number of User Subscriptions with effect from the end of the Initial Subscription Term or any Renewal Period by notifying Tang, in writing, at least 30 days before the end of such Initial Subscription Term or Renewal Period provided that the Client shall pay such increased Subscription Fees as may result from the reduction in User Subscriptions as further detailed in Schedule 1.

5. SERVICES

5.1 Tang shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of this Contract.

5.2 Tang shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance and any

unscheduled maintenance performed outside Normal Business Hours, provided that Tang has used reasonable endeavours to give the Client notice in advance.

- 5.3 Tang will, as part of the Services, provide the Client with Tang's standard customer support services during Normal Business Hours. Any increased level of support may be subject to an additional charge as notified by Tang from time to time.

6. CLIENT DATA

- 6.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

- 6.2 Tang shall follow its archiving procedures for Client Data as set out on the Tang Solutions Website or such other website address as may be notified to the Client from time to time, as such document may be amended by Tang in its sole discretion from time to time. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Tang to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Tang in accordance with the archiving procedure detailed above. Tang shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Tang to perform services related to Client Data maintenance and back-up).

- 6.3 Tang shall, in providing the Services, comply with its privacy and security policy relating to the privacy and security of the Client Data, as such policy may be amended from time to time by Tang in its sole discretion.

7. SUPPLIER'S OBLIGATIONS

- 7.1 Tang undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Tang's instructions, or modification or alteration of the Services by any party other than Tang or Tang's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, Tang:

- (a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and

- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 Tang warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

8. CLIENT'S OBLIGATIONS

The Client shall:

- (a) provide Tang with:
 - (i) all necessary co-operation in relation to this Contract; and
 - (ii) all necessary access to such information as may be required by Tang; in order to provide the Services, including but not limited to security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this Contract;
- (c) carry out all other Client responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Tang may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Tang, its contractors and agents to perform their obligations under this Contract, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by Tang from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Tang's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. CHARGES AND PAYMENT

9.1 The Client shall pay the Subscription Fees to Tang for the User Subscriptions in accordance with this clause 9 and Schedule 1.

- 9.2 The Client shall on the Effective Date provide to Tang valid, up-to-date and complete credit card details or approved purchase order information acceptable to Tang and any other relevant valid, up-to-date and complete contact and billing details and, if the Client provides:
- (a) its credit card details to Tang, the Client hereby authorises Tang to bill such credit card for the Subscription Fees on the Effective Date and throughout the Subscription Term, at the frequency agreed with the Client and in the absence of an expressly agreed frequency, monthly in advance;
 - (b) its approved purchase order information to Tang, Tang shall invoice the Client for the Subscription Fees on the Effective Date and throughout the Subscription Term, at the frequency agreed with the Client and in the absence of an expressly agreed frequency, monthly in advance and the Client shall pay each invoice within 30 days after the date of such invoice.
- 9.3 If Tang has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Tang:
- (a) Tang may, without liability to the Client, disable the Client's password, account and access to all or part of the Services and Tang shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of HSBC Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All amounts and fees stated or referred to in this Contract:
- (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 13.4(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added at the appropriate rate.
- 9.5 If, at any time whilst using the Services, the Client exceeds the amount of disk storage space specified in the Documentation (if any), Tang shall charge the Client, and the Client shall pay, Tang's then current excess data storage fees. Tang's excess data storage fees current as at the Effective Date are set out in Schedule 1.
- 9.6 Tang shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 and/or the excess storage fees payable pursuant to clause 9.5 at the start of each Renewal Period upon 90 days' prior notice to the Client and Schedule 1 shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

- 10.1 The Client acknowledges and agrees that Tang and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated, this Contract does not grant the Client any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 10.2 Tang confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

11. CONFIDENTIALITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Contract. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Contract.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Contract.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Client acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Tang's Confidential Information.
- 11.6 This clause 11 shall survive termination of this Contract, however arising.

12. INDEMNITY

- 12.1 The Client shall defend, indemnify and hold harmless Tang against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:
- (a) the Client is given prompt notice of any such claim;
 - (b) Tang provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - (c) the Client is given sole authority to defend or settle the claim.
- 12.2 Tang shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- (a) Tang is given prompt notice of any such claim;
 - (b) the Client provides reasonable co-operation to Tang in the defence and settlement of such claim, at Tang's expense; and
 - (c) Tang is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, Tang may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 2 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 12.4 In no event shall Tang, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than Tang; or
 - (b) the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Tang; or
 - (c) the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Tang or any appropriate authority.
- 12.5 The foregoing and clause 13.4(b) state the Client's sole and exclusive rights and remedies, and Tang's (including Tang's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of Tang (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

- (a) arising under or in connection with this Contract;
- (b) in respect of any use made by the Client of the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

13.2 Except as expressly and specifically provided in this Contract:

- (a) the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Tang shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Tang by the Client in connection with the Services, or any actions taken by Tang at the Client's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and
- (c) the Services and the Documentation are provided to the Client on an "as is" basis.

13.3 Nothing in this Contract excludes the liability of Tang:

- (a) for death or personal injury caused by Tang's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) Tang shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and
- (b) Tang's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.

14. TERM AND TERMINATION

14.1 This Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term following which this Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Contract;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 On termination of this Contract for any reason:

- (a) all licences granted under this Contract shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

- (c) Tang may destroy or otherwise dispose of any of the Client Data in its possession unless Tang receives, no later than ten days after the effective date of the termination of this Contract, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Tang shall use reasonable commercial endeavours to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Tang in returning or disposing of Client Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

15. FORCE MAJEURE

Tang shall have no liability to the Client under this Contract if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Tang or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

16. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Contract and the Schedules, the provisions in the main body of this Contract shall prevail.

17. VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

20.1 If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1 This Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

22. ASSIGNMENT

22.1 The Client shall not, without the prior written consent of Tang, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

22.2 Tang may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

23. NO PARTNERSHIP OR AGENCY

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

25.1 Any notice required to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Contract, or such other address as may have been notified by that party for such purposes.

25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

26. GOVERNING LAW AND JURISDICTION

26.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 Subscription Fees

1. SUBSCRIPTION FEES

The Subscription Fees shall be based upon the number of User Subscriptions multiplied by the individual User Subscription Fees plus VAT as set out in the accompanying communication to these Terms (website, letter, email or the like) per month.

Any reduction in the number of User Subscriptions may result in an increased Subscription Fee as notified by Tang Solutions Ltd.

2. ADDITIONAL USER SUBSCRIPTION FEES

Additional User Subscriptions may be purchased by the Client in accordance with clause 4. The additional Fee will be based upon the current Subscription Fee as set out in Schedule 1 Paragraph 1. All Fees are subject to VAT.

3. EXCESS STORAGE FEES

Tang's excess storage fees from time to time can be found at www.tangsolutions.com/tsandcs/storagefees.pdf.

Schedule 2 Initial Subscription Term

1. INITIAL SUBSCRIPTION TERM

The Initial Subscription Term shall be 12 months.

Contract Signature Page

TANG SOLUTIONS LTD:

SIGNED FOR AND ON BEHALF OF TANG SOLUTIONS LIMITED:

TANG SOLUTIONS LTD DIRECTOR NAME: _____

DATE _____

CLIENT:

CLIENT NAME: _____

CLIENT ADDRESS:

SIGNED FOR AND ON BEHALF OF ABOVE CLIENT:

NAME (PLEASE PRINT) _____

SIGNATURE _____

DATE _____