

## TERMS OF BUSINESS

A contract is made by Nexor and the Customer signing an Order. The contract represented by an Order comprises:

- the Contract Order form completed with details of Hardware, Software, Services, Charges, and then signed by both parties
- these Terms of Business, which operate as a set of overarching legal rules which apply to all Orders
- specific terms set out in the Contract Templates, with the relevant Contract Template(s) being identified in the Contract Order
- any proposal referenced in the Contract Order
- data sheets published by Nexor
- third party terms and conditions (but only in some cases, and these will be identified in the Contract Order)

There are 4 Contract Templates which may apply to Orders (a single Order might incorporate terms from one or more Contract Templates, depending on the nature of the Hardware, Software or Services which are to be provided) :

1. Sale of Hardware
2. Software Licence
3. Professional Services
4. Maintenance & Support

## 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions are used in Orders, these Terms of Business and the Contract Templates:

<b>Contract Template</b>	The templates containing additional specific terms which apply to Orders.
<b>Charges</b>	The fees or charges for the sale of Hardware, Software Licence and/or Services, as set out in the relevant Order.
<b>Customer</b>	<p>The customer identified on the Contract Order. Where the Customer is not the End User of the Hardware/Software or Services, the following clauses must be flowed down to the End User.</p> <p>Clause 3 – Customer's Obligations</p> <p>Clause 5 – Intellectual Property Rights</p> <p>Clause 6 – Confidentiality</p> <p>Clause 7 – Staff</p> <p>Clause 8 – Warranties</p> <p>Clause 9 – Liabilities</p> <p>Clause 10 – Termination</p>

Clause 11 – Escalation Disputes

Clause 12 – Government Consents

Clause 13 – General Provisions

Contract Templates:

Sale of Hardware

Software Licence

Professional Services

Maintenance and Support

<b>Deliverables</b>	The agreed outputs to be produced by Nexor which are associated with Professional Services, as described in the relevant Order.
<b>End User</b>	The user of the Hardware/Software or Services.
<b>Error</b>	The failure of Software and/or Hardware to function in accordance with a data sheet.
<b>Extended Working Hours</b>	24 hours per day Monday to Sunday including public holidays in England and Wales.
<b>Hardware</b>	The goods (if any) described in the Contract Order.
<b>Incident Report (IR)</b>	Logging an incident report through the Nexor Customer Service Desk.
<b>Hotfix</b>	An emergency code rectification issued when the Customer's production systems are out of service.
<b>Licence Key</b>	A temporary or permanent code allowing use of Software under a Software Licence.
<b>Maintenance Release</b>	A release of the Software containing Error corrections and/or minor functional enhancements.
<b>Maintenance &amp; Support</b>	In respect of Hardware and/or Software, the services described in the Contract Template for Maintenance & Support.
<b>Nexor</b>	Nexor Limited (registered in England under number 5152465) whose registered office is at 8 The Triangle, Enterprise Way, ng2 Business Park, Nottingham NG2 1AE, UK.
<b>Nexor Customer Service Desk</b>	The first point of contact for a Customer when raising an Incident Report by either calling +44 (0) 115 952 0501 or emailing support@nexor.com; call +44 (0) 7815 150 501 during Extended Working Hours.
<b>Order</b>	A contract for supply of Hardware, Software, Third Party Programs or Services to the Customer, made by the parties completing and signing an Order form.

<b>Services</b>	Services to be performed by Nexor under an Order (Services may be Professional Services and/or Maintenance & Support).
<b>Software</b>	Nexor's standard software in executable form which is identified in the Contract Order and described more fully in the relevant data sheet.
<b>Standard Rates</b>	Nexor's standard charges or rates for Hardware, Software and Services from time to time.
<b>Third Party Programs</b>	Software where the intellectual property rights are owned by a third party and subject to an end user licence agreement.
<b>Version</b>	A version of the Software containing significant functional enhancements.
<b>Working Day</b>	Monday to Friday, excluding public holidays in England and Wales.
<b>Working Hours</b>	The hours of 09.00 to 17.00 based on UK local time on a Working Day.

- 1.2 Any purchase orders raised by the Customer in respect of an Order shall have administrative effect only to enable the processing of invoices and payment of Charges. Any terms and conditions contained in that purchase order shall not apply to the Contract Order.
- 1.3 In the event of conflict between an Order, the Terms of Business, a Contract Template, the proposal and the data sheets, the following hierarchy applies:
  1. Order
  2. the proposal
  3. Contract Template
  4. Terms of Business
  5. terms and conditions relating to Third Party Programs (if applicable)
  6. the relevant data sheet identified in the Contract Order

## 2. NEXOR'S OBLIGATIONS

- 2.1 Nexor shall provide the Hardware, Software or Services described in an Order subject to these Terms of Business and the relevant Contract Template(s).
- 2.2 Nexor reserves the right to make changes to the specification or design of the Hardware, Software, provided that such changes do not materially affect the functionality of the Hardware or Software.
- 2.3 Nexor shall use all reasonable efforts to meet any agreed delivery dates for Hardware, Software or Services, but time is not of the essence in respect of those dates.
- 2.4 Nexor may sub-contract some of its obligations under an Order (although Nexor shall be responsible for any acts or omissions of the sub-contractor).

## 3. CUSTOMER'S OBLIGATIONS

- 3.1 The Customer shall perform any specific responsibilities specified in an Order and/or the proposal.
- 3.2 The Customer shall provide Nexor with all information, cooperation and support needed by Nexor to perform its obligations under an Order.
- 3.3 The Customer acknowledges that the Hardware and/or Software are standard products developed by Nexor to meet the varying needs of its customers. The Customer has had an opportunity (by studying the data sheets, attending demonstrations, etc.) to satisfy itself that the chosen Hardware or Software meets its requirements.

## 4. CHARGES AND PAYMENT TERMS

- 4.1 The Customer shall pay Charges in accordance with this Clause 4 subject to any specific provisions in the Contract Order. Payment of invoices shall fall due 30 days after date of invoice ("Due Date").
- 4.2 All Charges are payable in sterling and are exclusive of sales tax, which shall be payable by the Customer in the manner prescribed by law.
- 4.3 Charges are also exclusive of expenses which shall be payable in accordance with Nexor's expenses policy.
- 4.4 If any Charges are not paid within 30 days after the Due Date, Nexor reserves the right to:
  - 4.4.1 charge interest on the outstanding sum on a daily basis (before as well as after any judgment) from the Due Date to the date of payment at the rate prescribed from time to time by the then current Statutory Instrument made under the Late Payment of Commercial Debts (Interest) Act 1998; and
  - 4.4.2 suspend a Service, if the Charges relate to a Service, until payment is received.
- 4.5 Charges shall be paid without any deductions, withholdings, counterclaims and set – offs.
- 4.6 Any estimate or indication by Nexor of the number of man days/hours required to complete a specific task shall be deemed to be an estimate only.

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All copyright and other intellectual property rights in the Hardware, Software and any Deliverables created for the Customer will, at all times, remain vested in Nexor or its licensors.
- 5.2 Nexor shall indemnify and keep the Customer indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any claim that the use of Hardware, Software, Deliverable or Service by the Customer infringes any intellectual property rights of any third party provided that the Customer:
  - 5.2.1 gives written notice to Nexor of any claims or proceedings immediately following receipt of them; and
  - 5.2.2 makes no admission of liability and gives Nexor sole authority to defend or settle the claims or proceedings at Nexor's cost and expense; and
  - 5.2.3 gives Nexor all reasonable help in connection with the claims or proceedings at Nexor's cost and expense; and
  - 5.2.4 has not made any unauthorised changes to the Hardware, Software, Deliverable or Service.
- 5.3 In dealing with any claim for infringement, Nexor may at its own option and expense:
  - 5.3.1 pay for the right for the Customer to continue to use the Hardware, Software, Deliverable or Service; or
  - 5.3.2 make any necessary changes to the Hardware, Software, Deliverable or Service; or
  - 5.3.3 terminate the Customer's right to use the Hardware, Software or Deliverable, repossess the Hardware, Software or Deliverable and refund Charges (which have been paid by the Customer) relating to the use of the Hardware, Software or Deliverable.

- 5.4 This Clause 5 sets out Nexor's entire liability to the Customer in respect of any claim by a third party arising out of the Customer's use or possession of the Hardware, Software, Deliverable or Service.

## 6. CONFIDENTIALITY

- 6.1 Nexor and the Customer may disclose confidential information to each other from time to time. The recipient shall :
- 6.1.1 keep the information confidential and only disclose it to employees, agents, sub-contractors, professional advisers (including auditors) and government agencies who have a need or legal right to know (but to no one else);
  - 6.1.2 use the information strictly for the purpose of the Contract Order;
  - 6.1.3 return or destroy the information on written request from the discloser.
- 6.2 These duties of confidence shall not apply to information that is in the public domain or received independently from a third party without restriction.

## 7. STAFF

- 7.1 The Customer shall ensure that Nexor's staff have a safe place to work when they are working at the Customer's premises.
- 7.2 The Customer shall notify Nexor of any health and safety rules which apply to its premises, and Nexor will use its reasonable efforts to ensure that its staff comply with them, when they are working on the Customer's premises.
- 7.3 The Customer shall not, without the prior written consent of Nexor, actively initiate recruitment of any of Nexor's staff during the life of, or for a period of 6 months from expiry or termination of, an Order.
- 7.4 If the Customer breaches Clause 7.3, it shall pay Nexor a sum equal to 6 months gross salary of the member of staff in recognition of the value of that member of staff to Nexor and the inconvenience which would be caused. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by Nexor in these circumstances.
- 7.5 Nexor reserves the right to substitute staff assigned to performing the Services.

## 8. WARRANTIES

- 8.1 Nexor warrants that:
- 8.1.1 it has capacity and authority to enter into and to perform its obligations set out in an Order and that the Contract Order is or will be executed by a duly authorised representative of Nexor;
  - 8.1.2 all services under an Order shall be performed using all reasonable care and skill in accordance with good industry practice;
  - 8.1.3 an Order shall be performed by sufficient numbers of appropriately experienced and qualified staff;
  - 8.1.4 the intellectual property rights to the Software are owned by Nexor or that Nexor is entitled to license the Customer to use the Software and that neither use nor possession of the Software in accordance with an Order will subject the Customer to any valid claim by a third party for infringement of intellectual property rights.
- 8.2 Nexor does not warrant or represent that the Hardware, Software or Third Party Programs will:
- 8.2.1 provide uninterrupted or error free operation; or
  - 8.2.2 operate on any given hardware; or
  - 8.2.3 remain appropriate to the Customer's needs.
- 8.3 The warranties in this Clause 8 and associated Contract Templates are the only warranties incorporated in the Contract Order. All other warranties, conditions, obligations or implied terms which are or might be implied into an Order by statute, custom or law (including, any warranties of fitness for purpose or satisfactory quality) are hereby excluded to the maximum extent permissible in law.

## 9. LIABILITY

- 9.1 Neither party shall exclude or limit its liability for:
- 9.1.1 death or personal injury caused by the negligence of Nexor;
  - 9.1.2 fraudulent misrepresentation;
  - 9.1.3 any infringement of any intellectual property rights of any third party;
  - 9.1.4 breach of confidence.

- 9.2 Nexor's liability for damage to the Customer's tangible property caused by the negligence of Nexor shall not exceed £1 Million.
- 9.3 Nexor shall not be liable for any loss of profits, loss of revenue, loss of business or loss of anticipated savings, whether direct or indirect, and however caused.
- 9.4 Subject to Clauses 9.1 - 9.3, the liability of Nexor to the Customer under or in relation to an Order shall not exceed 100% of the Charges payable under the relevant Order, regardless of whether such liability arises from a breach of contract, tort or breach of statutory duty.
- 9.5 The parties agree that any person who is not a party to an Order shall have no right to bring an action against Nexor under the Contracts (Rights of Third Parties) Act 1999.

## 10. TERMINATION

- 10.1 Either party shall have the right by giving written notice to the other to terminate an Order if that other party:
  - 10.1.1 commits any material breach of its duties in relation to that Order and fails to remedy that breach within 30 days of written notice of that breach (the 30 day period only applies where a breach is capable of remedy - if it is incapable of remedy, the Contract Order may be terminated by written notice straight away); or
  - 10.1.2 has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise that for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over any of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

## 11. ESCALATION / DISPUTES

- 11.1 The parties shall attempt to resolve disputes in good faith through management escalation and discussion. Any dispute shall be referred to the parties' account managers in the first instance, and in the event that they are unable to resolve it within fourteen (14) days, it shall be escalated through two (2) more levels of management such as senior manager, director and CEO / board member.
- 11.2 If a dispute has not been resolved through management escalation, the parties shall attempt to resolve it through an Alternative Dispute Resolution (ADR) procedure as recommended to the parties by the Centre for Effective Dispute Resolution.
- 11.3 If the dispute has not been resolved by an ADR procedure within 30 days of the initiation of that procedure, or if either party will not participate in an ADR procedure, the dispute shall be decided by the courts of England and Wales and the parties submit to their exclusive jurisdiction for that purpose.

## 12. GOVERNMENT CONSENTS

- 12.1 If the consent of any authority of any country is required for the lawful performance of an Order, the Customer warrants to Nexor that it has obtained such consent and the Customer further agrees that it shall on request provide a copy of such consent to Nexor.
- 12.2 The export of certain Hardware or Software from the United Kingdom and their re-export from the country to which they were originally exported is subject to control and prohibitions by virtue of the legislation of the United Kingdom, United States and European Economic Community. The Customer agrees not to export or re-export in breach of any such control or prohibition. The Customer undertakes to indemnify Nexor in respect of any breach of this obligation.

## 13. GENERAL PROVISIONS

- 13.1 An Order supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire agreement between the parties relating to that subject matter.
- 13.2 Neither party shall be liable for any delay or failure in performing its duties under an Order caused by any circumstances beyond its reasonable control.
- 13.3 The Customer may not assign or transfer an Order or any of its rights or obligations under an Order without the prior written consent of Nexor.
- 13.4 Nexor may assign its rights and obligations under an Order without consent on giving written notice to the Customer.
- 13.5 Both parties shall comply with the provisions of the Data Protection Act 2018.
- 13.6 Orders shall be governed by the laws of England.

## CONTRACT TEMPLATE – SALE OF HARDWARE

*This template only applies where Nexor is selling Hardware to the Customer. This will be indicated on the Contract Order. A contract is made by completing the Contract Order form and then signing it. The resulting contract incorporates the Terms of Business and the additional terms in this Contract Template.*

### 1. RISK AND PASSING OF TITLE

- 1.1 The Hardware shall be at the risk of Nexor until delivery to the Customer.
- 1.2 Title to the Hardware shall pass to the Customer on payment of the Charges in full.

### 2. CHARGES

- 2.1 The Charges are as stated in the Contract Order. The Charges are fixed, subject to any currency fluctuation which affects the price to be paid by Nexor for buying the Hardware.
- 2.2 The Charges include the costs of delivery, packaging, insurance and carriage of the Hardware.
- 2.3 Nexor shall invoice the Customer for the Hardware following delivery.

### 3. WARRANTY

- 3.1 Nexor represents and warrants that:
  - 3.1.1 the Hardware shall correspond with its description, quantity, quality and other details set out in the Contract Order;
  - 3.1.2 the Hardware shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
  - 3.1.3 the Hardware shall have the benefit of the manufacturer's warranty, if any;
  - 3.1.4 it has the right to sell the Hardware;
  - 3.1.5 the Customer shall enjoy quiet possession of the Hardware;
  - 3.1.6 the Hardware is sold free from any charge or encumbrance.

### 4. SUPPORT OF HARDWARE

- 4.1 Should the Hardware go end-of-life whilst under a support contract and needs replacement, Nexor reserves the right to replace the Hardware with an equal or better version.



## CONTRACT TEMPLATE - SOFTWARE LICENCE

*This template only applies where Nexor is licensing Software to the Customer. This will be indicated on the Contract Order. A contract is made by completing the Contract Order form and then signing it. The resulting contract incorporates the Terms of Business and the additional terms in this Contract Template.*

### 1. GRANT OF RIGHTS

- 1.1 Nexor grants to the Customer a non-exclusive licence to use the Software in object code form subject to the terms of this Software Licence and any additional restrictions on use identified in the Contract Order (additional restrictions may involve use being subject to a Licence Key, or restrictions on the number of users or servers, or term of the licence). Such licence is perpetual unless the Contract Order specifies that it is for a fixed term, and in either case it is subject to Clause 2.2 below.
- 1.2 Where the Software involves the supply of Third Party Programs, the Third Party Programs may be subject to a separate End User Licence Agreement identified in the Contract Order rather than this Software Licence.
- 1.3 The Customer shall be entitled to use the Software for the purpose of performing its business and functions, and use may include use by employees, contractors and temporary workers of the Customer.
- 1.4 Nothing in this Contract shall exclude or restrict the Customer's rights under sections 50A – 50C inclusive of the Copyright Designs and Patents Act 1988.

### 2. RESTRICTIONS ON USE

- 2.1 The following restrictions on use apply in respect of the Software:
  - 2.1.1 the Customer shall implement appropriate security measures and access controls to safeguard the Software;
  - 2.1.2 the Customer shall follow all reasonable instructions given by Nexor with regard to use of the Software;
  - 2.1.3 the licence granted hereunder cannot be assigned or otherwise transferred by the Customer without the prior written consent of Nexor;
  - 2.1.4 the Software shall only be used in the operating environment specified by Nexor;
  - 2.1.5 the Customer shall not copy, translate, decompile, adapt or change the Software except as permitted by law;
  - 2.1.6 the Customer shall not use the Software to provide a managed service or bureau service to a third party;
  - 2.1.7 the Customer shall not remove or alter any copyright or trade mark notices on the Software.
- 2.2 The Customer shall return the Software to Nexor and/or erase all copies of the Software in its possession or control following termination of an Order by Nexor as a result of the Customer's breach of contract.

### 3. **OUTSOURCING BY CUSTOMER**

A Customer must seek the prior consent of Nexor (which will not be unreasonably delayed or withheld) in the event that it wishes to enter into an outsourcing relationship with a third party which would involve the third party using the Software. Nexor reserves the right to charge for its time in investigating any proposed outsourcing and putting in place any necessary agreements to protect its rights in the Software. The third party will be permitted to use the Software under terms similar to those contained in this Contract Template - Software Licence provided that a suitable agreement is entered into.

### 4. **AUDIT RIGHTS**

The Customer shall, upon reasonable notice, allow Nexor and any auditors of or other advisers to Nexor access to the Customer's premises in order to verify that the Software is being used in accordance with the terms of the Contract Order. Nexor shall ensure that the conduct of such audit does not unreasonably disrupt the operations of the Customer. Subject to Nexor's obligations of confidentiality, the Customer shall provide Nexor (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit at its own expense.

### 5. **WARRANTY**

Nexor warrants that the Software shall function in accordance with the data sheet.

### 6. **CHARGES**

Nexor shall invoice the Customer for the Charges following delivery of the Software, unless otherwise agreed in the Contract Order.

## CONTRACT TEMPLATE - PROFESSIONAL SERVICES

*This template only applies where Nexor is providing professional services to the Customer. This will be indicated on the Contract Order. A contract is made by completing the Contract Order form and then signing it. The resulting contract incorporates the Terms of Business and the additional terms in this Contract Template, as well as any proposal referenced in the Contract Order.*

### 1. PROVISION OF PROFESSIONAL SERVICES AND DELIVERABLES

Nexor shall provide the Professional Services and the Deliverables (if any) in accordance with the Contract Order. Any change to the Contract Order or Deliverables shall be subject to prior written agreement by the parties.

### 2. CHARGES

- 2.1 As agreed in the Contract Order, the Charges are either a fixed price or based on time and materials. In the case of time and materials, the Customer shall pay for the days worked by the relevant staff at the Standard Rates or at the agreed fee rates as set out in the Contract Order.
- 2.2 Nexor consultants shall work a 7 hour Working Day, unless otherwise agreed.
- 2.3 Nexor shall invoice the Charges as set out in the proposal. In the case of Charges based on time and materials, Nexor shall invoice monthly in arrears, unless otherwise agreed.
- 2.4 Mileage, accommodation, travel and subsistence shall be charged in line with Nexor's standard travel expenses policy.

### 3. CUSTOMER RESPONSIBILITIES

The Customer shall perform the Customer's responsibilities set out in the Contract Order (which may include reference to responsibilities, assumptions and dependencies set out in the proposal referenced in the Contract Order).

### 4. TERMINATION

An Order which is based on time and materials may be terminated by the Customer on giving not less than 30 days' written notice at any time. Once the notice period has expired, the Customer shall have no further obligation to pay the Charges. An Order which is for a fixed price cannot be terminated without Nexor's prior written consent.

### 5. REVIEW AND APPROVAL OF DELIVERABLES

The Customer shall have the opportunity to review and approve the Deliverables before accepting them. If the Customer is not satisfied with the Deliverables, it shall have the right to reject them, subject to giving written reasons.

### 6. LICENCE OF DELIVERABLES

- 6.1 Nexor grants to the Customer a non-exclusive licence to use the Deliverables subject to the terms of this Contract Template. Such licence is perpetual subject to Clause 6.4 below.
- 6.2 The Customer shall be entitled to use the Deliverables for the purpose of performing its business and functions, and use may include use by employees, contractors and temporary workers of the Customer.
- 6.3 The following restrictions on use apply in respect of the Deliverables:
  - 6.3.1 the licence granted hereunder cannot be assigned or otherwise transferred by the Customer without the prior written consent of Nexor;
  - 6.3.2 the Customer shall not remove or alter any copyright or trade mark notices on the Deliverables.
- 6.4 The Customer shall return the Deliverables to Nexor following termination of an Order by Nexor as a result of the Customer's breach of contract.

## CONTRACT TEMPLATE - MAINTENANCE & SUPPORT

*This template only applies where Nexor is providing Maintenance & Support for Hardware or Software. By default, Maintenance & Support is provided during Working Hours. However, the Customer may choose to receive Maintenance & Support during Extended Working Hours, as indicated on the Contract Order. A contract is made by completing the Contract Order form and then signing it. The resulting contract incorporates the Terms of Business and the additional terms in this Contract Template.*

### 1. MAINTENANCE & SUPPORT

- 1.1 Maintenance & Support covers the logging, investigation and resolution of Errors during Working Hours (or Extended Working Hours, where so agreed on the Contract Order):
  - 1.1.1 The Customer shall make an IR by phone or e-mail to the Nexor Customer Service Desk, quoting Customer identification details and supplying a completed Incident Report template giving details of the Customer's system configuration and the circumstances under which the Error arose;
  - 1.1.2 Nexor Customer Service Desk will log the IR and assign a unique reference number;
  - 1.1.3 Nexor Customer Service Desk will investigate the IR – if upon investigation, Nexor determines that there is an Error, it will deal with that Error in accordance with Clause 2, 3, 4 and 5.
- 1.2 Nexor shall use all reasonable endeavours to rectify the Error in accordance with the response times set out in Clause 3.

### 2. METHODS OF ERROR RECTIFICATION

- 2.1 In the first instance, Nexor will attempt to rectify the Error remotely (subject to Clause 4.1).
- 2.2 The following methods may be used at Nexor's sole discretion for the rectification of Errors:
  - 2.2.1 Reasonable assistance to the Customer to resolve telephone queries; or
  - 2.2.2 Issue of a Maintenance Release to the Customer; or
  - 2.2.3 Creation of a Hotfix.
- 2.3 Where Nexor considers that attendance at the Customer's premises is necessary to carry out any part of Maintenance & Support including the installation of a Maintenance Release or Hotfix, or the Customer requires Nexor to attend its premises, Nexor reserves the right to charge for such work on a time and materials basis in accordance with Standard Rates.

### 3. RESPONSE TIMES AND ERROR CATEGORIES

Category	Acknowledgement - within -	Initial response time (after acknowledgement)	Operational system	Pre-operational system	Time to fix/workaround - operational	Time to fix/workaround – pre-operational
<b>A</b>	4 Working Hours	1 Working Hour	The production system is completely down	The entire development effort is halted.	Endeavour to provide a workaround or fix where appropriate within 2 working days.	Endeavour to provide a workaround or fix where appropriate within 5 Working Days.
<b>B</b>	4 Working Hours	6 Working Hours	The production system is functioning with limited capabilities. There is severe impact on users and business operations. The production system is unstable, with periodic interruptions.	The entire development effort is severely impacted. Time-sensitive question impacting a project schedule.	Endeavour to provide a workaround or fix where appropriate within 10 Working Days.	Endeavour to provide a workaround or fix where appropriate within 20 Working Days.
<b>C</b>	4 Working Hours	3 Working Days	Isolated errors in a production system but the system is fully operational.	Isolated errors in a development system but the system is fully operational.	Consider for inclusion in future Maintenance Release.	Consider for inclusion in future Maintenance Release.
<b>D</b>	4 Working Hours	5 Working Days	Clarification of information in documentation is required. There is a defect which is not affecting the service.	Clarification of information in documentation is required. There is a defect which is not affecting the service.	Consider for inclusion in future Version.	Consider for inclusion in future Version.
<b>Service Request</b>	4 Working Hours	1 Working Day	Request for service (e.g. consultancy, training)	Request for service (e.g. consultancy)		
<b>Feature Request</b>	1 Working Day	To be agreed on a case by case basis	A product enhancement is requested.	A product enhancement is requested.	Consider for inclusion in future Version.	Consider for inclusion in future Version.

### 4. CUSTOMER OBLIGATIONS

- 4.1 Where the Customer wishes Nexor to rectify Errors remotely, this shall be indicated in the Contract Order, and it shall provide appropriate network access approved by Nexor to allow Nexor such remote access.
- 4.2 Where applicable, the Customer shall provide Nexor with copies of such test data as Nexor may reasonably require for the performance of Maintenance & Support.

### 5. REPLACEMENT PARTS BY COURIER

- 5.1 Nexor will supply replacement parts for Hardware by courier during Maintenance & Support unless the parts are required due to the fault or negligence of the Customer, in which case there will be a charge for parts to be quoted upon request.

- 5.2 Nexor shall bear all costs of return shipment including, but not limited to, the cost of packing, transportation and insurance. The Customer will bear the cost of shipping parts to Nexor including insurance against shipping damage.
- 5.3 If due to security considerations, a Customer cannot return a defective part to Nexor for warranty replacement, the Customer shall purchase from Nexor a replacement spare part. Nexor will ship the replacement part free of shipping charges provided the failed part was covered by Maintenance & Support at the time of failure.

## 6. EXCLUSIONS FROM MAINTENANCE & SUPPORT

- 6.1 The supply of new Versions is not included as part of Maintenance & Support. Nexor shall inform the Customer of the contents of and the additional Charges for the new Version as appropriate.
- 6.2 Maintenance & Support is available for the latest generally available Version of the Software, and the previous Version. Support will be provided on all Maintenance Releases relating to a supported Version. The Customer shall install Maintenance Releases sequentially. Advice and guidance will be provided on all Maintenance Releases where the Version is supported; however, Hotfixes will only be supplied for the current Maintenance Release.
- 6.3 Maintenance & Support does not include the diagnosis and rectification of any Error resulting from:
  - 6.3.1 failure by the Customer to implement and use any Hotfix, Maintenance Release or Version or to implement and use recommendations in respect of the Software or solutions to Errors previously advised by Nexor;
  - 6.3.2 use of the Hardware or Software by people who are not properly trained;
  - 6.3.3 where the Customer could have resolved the Error / query with reference to guidance provided by Nexor including the known error log and list of frequently asked questions available on Nexor's web site;
  - 6.3.4 neglect or misuse of the Hardware or Software;
  - 6.3.5 failure of the Customer's electrical power, hardware, cabling, communications system or electricity circuitry;
  - 6.3.6 use in connection with software or hardware not provided or otherwise approved by Nexor;
  - 6.3.7 any alteration, modification, repair, re-configuration or merger of the Hardware or Software (or any part of the Hardware or Software) made by any person other than Nexor without Nexor's prior written consent;
  - 6.3.8 the use of the Hardware or Software for a purpose for which it was not designed;
  - 6.3.9 faults which cannot be reproduced.
- 6.4 In the event that Nexor provides Maintenance & Support and it is determined that any one of these exclusions above caused the Error, or the Customer requests Maintenance & Support having been informed that an exclusion applies, Nexor reserves the right to charge for such work on a time and materials basis in accordance with the Standard Rates.

## 7. CHARGES

Nexor shall invoice the Charges annually in advance with effect from the date specified in the Contract Order and on the renewal date.

## 8. TERMINATION

This Nexor Terms of Business auto renews for a period of 12 months unless 60 days' notice is provided.