

**SUPPLY AND SERVICE**  
**STANDARD TERMS AND CONDITIONS**

These conditions apply to the agreement by Ferret Information Systems Limited ("Ferret") to supply and service the goods specified to the customer named on the invoice ("the Customer"). These Terms and Conditions apply to all contracts for the sale of goods to, or the provision of work for the Customer, to the exclusion of any terms and conditions specified by the Customer. Ferret reserves the right to update these Terms and Conditions at any time and will advise the Customer of such changes.

SUPPLY

1. Software

- 1.1 The Ferret program ("the Software") is not sold to the Customer. The payment of the invoice entitles the Customer to a non-transferable licence ("the Licence") to use the software only for the number of users defined by the sale.
- 1.2 The Customer will not, without Ferret's consent, except as permitted by law:
  - a) sub-licence the use of the software;
  - b) make any copies of the software;
  - c) copy any program documentation in printed form, other than for training or quality control purposes;
  - d) modify the software;
  - e) offer bureau or online services based on the software or allow access to third parties;
- 1.3 The Customer acknowledges that the software contains confidential information and all copyright and other intellectual property rights in it are the exclusive property of Ferret and consequently the Customer will keep all such information confidential.

2. Liability

The Customer acknowledges that the software supplied is an aid to the expert services offered by the Customer and Ferret accepts no responsibility for the conclusions which the Customer draws from the use of the software or the advice given by the Customer to his clients.

SERVICES

3. Services

- 3.1 Ferret agrees to provide the following services ("the Services") to the Customer until this agreement is terminated pursuant to Conditions 5 or 6:
  - a) to replace any software that is faulty in design or workmanship;
  - b) to keep the information contained in the software up to date by changing the program from time to time;
  - c) to provide technical and legislative telephone help-line between the hours 9am-5pm (excluding weekends and bank holidays);
- 3.2 Ferret shall be under no obligation to repair or replace any software which has not been used in accordance with Ferret's instructions or which has been altered, adjusted or interfered with without Ferret's consent or where the fault has been caused by accident or negligence.

4. Annual Subscription Fees – Updates and Support Cover

- 4.1 The annual support subscription will be automatically extended every year unless specific notice is received pursuant to Condition 5. For the second and each subsequent year of this agreement the annual fee payable by the Customer for the Services shall be such amount as shall be invoiced by Ferret to the Customer prior to the beginning of that year.
- 4.2 All annual fees are quoted exclusive of VAT and are payable in full annually in advance.

5. Term

- 5.1 The agreement to provide Services will continue until terminated:
  - a) by Ferret acknowledgement of the Customer giving Ferret written or emailed notice to that effect at least one month prior to the start of the cover;
  - b) by Ferret giving the Customer at least one month's prior written notice expiring on an anniversary of this agreement;
- 5.2 In the event of the Customer terminating this agreement, the Customer shall not be entitled to the refund of any fees.

GENERAL

6. Termination

- 6.1 Ferret shall be entitled to terminate the licence and the agreement to provide Services by notice in writing to that effect if the Customer is in breach of any of its obligations and does not rectify such breach within 14 days of notification to do so from Ferret.

7. Force Majeure

Ferret shall not be liable for failure to provide the Services due to Act of God, force majeure, riot, civil commotion, war, disease, strike, lock out, fire or any other cause whatsoever beyond Ferret's control.

8. Assignment

Neither the Licence nor the Agreement to provide Services nor the rights or obligations under either of them shall be assigned by the Customer without Ferret's prior written consent.

9. Variations

No variation of this agreement shall be valid and binding unless it is in writing and signed by the Customer and Ferret.

10. Communications

- 10.1 It is the responsibility of the Customer to notify Ferret in writing of the address at which the software is being used and to notify Ferret of any change of address;
- 10.2 All communications shall be addressed to the Customer at the Address notified to Ferret pursuant to paragraph 10.1, or failing such notification, the address set out in the Customer's order.
- 10.3 All communications shall be addressed to Ferret at the address set out in the latest invoice to the Customer.