IMPORTANT NOTES:

We have listed below some important information which we ask you to take note of:

1) You have chosen e-novations to supply Emperium Epos or Emperium Ecommerce products or associated hardware and services are rendered with the order. The order form will be accepted as the full order and delivery will be in line with the agreed sales order.

2) We aim to deliver goods and services in line with the agreed sales order and accept that additional services are sometimes requested and we will render the same within reasonable time and costs currently £120 Per Hour.

3) Once your account is setup, we can take verbal and email requests for services at our standard rates and billed on account.

4) We will aim to meet your deadlines for delivery and this is always subject to receiving the required assets from you in a timely manner and availability of resources.

5) If your order relates to systems that will be setup at your site, then it is required that you have the Network Cabling in place unless we are commissioned to provide this. If the engineer is unable to complete the job on the day because the area is not fit for installation then there will be a charge for a revisit. If you are in doubt then please contact us to discuss any aspect.

6) If your order relates to interfaces with any third party systems or terminals, then please ensure that we have been provided with information for this and that this is also stated on the order form.

7) Please also ensure that all payment terms are adhered to avoid any delays with project and or additional costs or late payment charges.

8) Please also note that all disbursements are passed to clients to include, travelling, courier and out of pocket expenses.

9) All Orders are NON Refundable and NON Cancellable. Once a license is issued it cannot be refunded. Once services are provided, they cannot be refunded or cancelled.
End User Licence Agreement For Emperium Software

Please read this end user license agreement ("EULA") carefully before allowing the loading of and/or using this software.

Article 1 DEFINITIONS
Agreement means this Licensing agreement and any or all of its subsequent versions
Software means the software in its Object Code and/or source code form and where applicable its documentation, "as is" at the time when the Licensee accepts the agreement.
Licensee(s) mean(s) the software user(s) having accepted the agreement
Licensor means E-novations (London) Ltd and its subsidiary companies, hereinafter referred to as Enovations.
Parties means the Licensee and the Licensor

Article 2 PURPOSE
The purpose of the agreement is to enable the Licensor to grant the Licensee nonexclusive and nontransferable license for the software as set forth hereunder for the whole term of protection of the rights over the said software.

Article 3 ACCEPTANCE
By signing the order form, allowing E-novations to download the software or by using the equipment that contains this product, you the Licensee are consenting to be bound by this agreement. If you do not agree to all of the terms of this agreement do not allow the installation to proceed and if your software was included in equipment which you purchased and you do not agree with the terms of this agreement, do not use the software.

This EULA is a legal agreement between you the Licensee (either an individual or a single entity) and Enovations covering your use of the emporium software hereafter also identified as the program. The program includes computer software and may include associated media, printed materials and online or electronic documentation. By agreeing to the installation of the program, downloading, accessing, copying or otherwise using it, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, E-novations is unwilling to license the program to you, you may not use or copy the program and you should follow the instructions above concerning the return or non-use of the product. The program is protected by copyright laws as well as other intellectual property laws and treaties. The program and the accompanying documentation are licensed, not sold to you. This includes any updates or upgrades to the program licensed to you by E-novations. If the program is labelled as an upgrade, you must be properly licensed to use a product identified by E-novations as being eligible for the upgrade in order to use the Program. If the program is an upgrade of a component of a package of software programs that you licensed as a single product, the program may be used and transferred only as part of that single product package and may not be separated for use on more than one computer. Subject to the terms of this agreement, you the Licensee have a nonexclusive and non-transferable right to use this program on a single computer. This program is in use when it is loaded into temporary memory or installed in permanent memory (Hard Drive, CD-ROM or other storage device). The term “Computer” as used herein shall mean the hardware, if the hardware is a single computer system or shall mean the computer system with which the hardware operates if the hardware is a computer system component. You the Licensee agree to use your best efforts to prevent and protect the contents of the Program and Documentation from unauthorised use or disclosure. You the Licensee agree that you the Licensee will register this Program and its serial number only with E-novations or one of its authorised distributors and that you will only install a Software License Key or password obtained directly from E-novations.

Article 4 SCOPE OF RIGHTS GRANTED
You the Licensee may not rent, lease, sell or otherwise transfer or distribute copies of the Program to others, nor may you create derivative works of the Program. You may not modify or translate the Program or Documentation without the prior consent of E-novations. You may not reverse engineer, reverse compile, disassemble or otherwise attempt to create a source code from the Program. You may not release the results of any performance or functional evaluation of any E-novations program to any third party without the written approval of E-novations for each such release. You the customer agree that aspects of the licensed materials, including the specific design and structure of individual programs constitute trade secrets and/or copyrighted material of E-novations. The customer agrees not to disclose, provide or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of E-novations. The customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to the Program and
documentation shall remain solely with E-novations. You may not make copies of the Program and any Software License keys.

Article 5 TERM
This license is effective subject to the terms and conditions of sale. You the Licensee may terminate this license by destroying the Program, Documentation and Software License Keys if any. Without prejudice to any other rights, E-novations may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Program and all of its component parts. This license also terminates automatically if you fail to comply with its terms and conditions of sale and/or make any payments due from you to E-novations. You agree that upon termination, you will either destroy (or permanently erase) all copies of the Program, Documentation and any Software License Key.

Article 6 INTELLECTUAL PROPERTY
This EULA does not grant you any rights in connection with any trademarks or service marks of E-novations or its suppliers. All title and intellectual property rights in and to the Program (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Program, the accompanying printed materials and any copies of the program) are owned by E-novations or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Program is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted under this EULA are reserved by E-novations. You specifically agree that you will not export or re-export the program to any country, person or entity. To the maximum extent permitted under applicable law, E-novations entire liability and your exclusive remedy under the express warranty is at E-novations' option, either (a) return of the price paid; or (b) repair or replacement of the program which does not meet the warranty and which is returned to E-novations with written confirmation of your purchase of the program. The warranty is void if failure of the program has resulted from accident, abuse or misapplication. Any replacement program will be warranted for 28 days.

Article 7 WARRANTY
The following is without prejudice to any rights you may have at law which cannot legally be excluded or restricted. E-novations provides the program and the documentation "As is" without warranty of any kind either express, implied or statutory including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing, usage or trade practice. You acknowledge that no promise, representation, warranty or undertaking has been made or given by E-novations to any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the delivery or use of the program, manuals or written materials. You have relied upon your own skill and judgement in deciding to acquire the Program and any accompanying manuals and written materials for use by you. In no event does E-novations warrant that the Program is error free or that you will be able to operate the Program without problems or interruptions.

Article 8 LIABILITY
In no event will E-novations be liable for any lost revenue or data or other direct or indirect damages or other relief arising out of your use or inability to use the program for any reason whatsoever including, by way of illustration and not limitation, lost profits, lost business or lost opportunity, business interruption, loss of business information or any special, incidental, or consequential or exemplary damages including legal fees, arising out of such use or inability to use the Program or supply or non supply the Program, even if E-novations, its licensors or authorised distributors or supplier has been advised or the possibility of such damages, or any claim by any other party. This limitation on liability is equally applicable to any damages arising out of any problems of any kind whatsoever whether the damages result from actions or inactions of E-novations or are the result of third parties. Total liability under any provision of this agreement is in any case limited to the amount actually paid by you for the Program. The foregoing limitations shall apply even if the above stated warranty fails of its essential purpose.

Article 9 GOVERNING LAW & JURISDICTION
This EULA shall be governed by and construed according to the laws of the United Kingdom as if performed wholly within the territory without giving effect to the principles of conflicts of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this EULA shall remain in full force and effect. This EULA constitutes the entire license between the parties with respect to the use of the Program.
Terms and Conditions of Sale

1. Definitions
Agreement means an agreement for the sale, installation and support of computer software and hardware consisting of these terms and conditions set out herein and any schedules incorporated thereby; Customer means any body/person identified as such in the sales agreement; Delivery Date means the actual date that the software is delivered to the customer or the date of installation or the effective date whichever is the latest; Effective Date means the date set out as such in the sales agreement; Equipment is any identified as such in the schedule and any operating system of such equipment; Price is stated in the schedule/sales order plus VAT; Schedule means any schedule of hardware, software and/or services; Service means the general service and support carried out by e-novations including installation and training; Third Party Software means any software not licensed by e-novations.

2. SCOPE
These terms and conditions set out the conditions under which e-novations shall supply equipment and software including third party's and perform the services purchased by the customer except that software is licensed on an annual basis through payment of an annual license fee non payment of which will revoke the license to use such software. Any variations to this agreement must be agreed in writing.

3. SOFTWARE, THIRD PART SOFTWARE & EQUIPMENT
Software (including 3rd party software) is detailed in the schedule. License conditions are set out in clause 7; E-novations will provide licences for any 3rd party software that is supplied as part of this agreement but any bespoke software shall be subject to a separate agreement; Where a central processing unit (hereinafter "CPU") is to be supplied it is the responsibility of the Customer to ensure that it has sufficient disc space, necessary parts, CD Rom, modem, network card etc and processing power for any CPU to be supplied under this agreement; No source code is provided under this agreement; The customer shall be responsible for complying with the terms of all software and hardware licences;

4. ACCEPTANCE
Upon acceptance of this agreement by the customer, e-novations shall go through a check list with the customer's nominated representative. The signing of this checklist shall be conclusive evidence of the software, hardware and all services to be provided by e-novations. Any variation of the terms and matters set out in the checklist must be agreed in writing; On completion of training and/or installation, the parties shall sign a completion certificate which shall be conclusive evidence that the hardware and software is in full working order to the satisfaction of the parties except in so far as there is any software that is to be provided by a 3rd party and remains outstanding; and that full training has been provided;

5. CUSTOMER'S RESPONSIBILITIES
E-novations will provide advice to the customer but the customer is responsible for the choice of product and its suitability; Subject to e-novations conforming to all reasonable security and safety requirements of the customer, the customer shall afford to e-novations personnel reasonable access to the site(s) at all reasonable times for the purpose of e-novations' performance of and under this agreement; The customer under stands and accepts that it shall be necessary from the customer to promptly supply information to e-novations and to give e-novations personnel access to the customer's staff, equipment, data and items supported hereunder; For the purposes of e-novations providing the support services and during any period of such support:
i) The customer will appoint contact persons as the points of contact through which e-novations will coordinate support activities for the customer. Only those contacts have authority to require support and assistance under this agreement. Unless and until the customer notifies E-novations in writing of such persons as have been nominated herein for the purposes of support, then E-novations shall not have any liability and responsibility relating thereto. The customer shall ensure that the contacts are sufficiently trained in the use of the system to enable proper liaison between e-novations and the customer; ii) The customer shall not during any period of support services by e-novations allow any supported item to be interfered with or modified or added to without the prior written agreement of E-NOVATIONS; iii) It is the customer's responsibility to operate supported items in accordance with instructions issued by e-novations and/or the manufacturer and to retain sufficient trained staff to operate it in a proper manner; iv) The customer shall have a fully operational broadband internet connection at each site to enable enovations to directly link to any system upon which any software covered by this agreement resides. Enovations recommends to the customer the use of an uninterruptible power supply (UPS) at each site; v) The customer shall carry out regular backups to removable media stored separately from the supported items and carry out other normal system housekeeping routines;

6. THIRD PARTY SOFTWARE
In respect of Third Party Software, the intellectual property rights conditions, any indemnity relating thereto and restrictions and/or requirements relating to use and/or copying shall all be as set out in the appropriate direct license agreement. It is a prerequisite of use of Third Party Software that such licenses are complied with and where applicable signed and passed to the relevant licensor directly; 6.2 It is the Customer's responsibility to ensure the correct licenses are in place except that where ENOVATIONS is obliged to supply, and where necessary install, such Third Party Software. The Customer acknowledges that E-NOVATIONS shall have no other liability in respect thereof;

6.3 E-NOVATIONS cannot warrant that Third Party Software will necessarily meet the functionality, which it purports to, and it is for the Customer to satisfy itself that Third Party Software meets its requirements. Third Party Software to be supported hereunder is as detailed in the Schedule; E-NOVATIONS will not provide support for other Third Party Software. Changes, updates and releases thereto shall be covered by the license agreement directly between the Customer and the relevant licensor and reference should be made thereto;

7. SOFTWARE LICENCE CONDITIONS, TERMS & TERMINATION

7.1 The license to use software granted hereunder becomes effective from the Delivery Date subject to the customer paying in full the initial and annual license as part of the Support Fee, annually in advance or subject to E-NOVATIONS approval, monthly or quarterly via Standing Order. The Agreement shall automatically continue from year to year without any breaks for the initial minimum term of 5 years, thereafter until or unless terminated in accordance with the provisions of this agreement. Continuance of the license to use Software is dependent upon the Customer continuing to pay the Annual License Fee and upon compliance with the terms and conditions therein set out;

7.2 Subject to sub clause 7.1 and the other provisions of this Agreement, E-NOVATIONS hereby grants to the Customer a nonexclusive, non-transferable license to use the Software on the CPU listed in the Schedule for up to the maximum number of users and for the Site(s) or WWW set out in the Schedule. The Customer shall not permit any third party to use or have access to the Software or the Documentation supplied therewith. Use of the Software and Documentation is restricted to use for the Customer's own internal purposes, except that:

i) The Customer may not reverse, engineer, disassemble, translate or in any way decode the Software; ii) The Customer undertakes not to modify the whole or any part of the Software in any way whatsoever nor to permit the whole or any part thereof to be combined with or become incorporated in any other programs without E-NOVATIONS prior written consent;

7.3 The Customer may make such copies of the Software as is reasonably necessary for operational security and use. Such copies and the media on which they are stored shall be the property of E-NOVATIONS and/or its licensors and the Customer shall ensure that all media is kept safe.

8. TITLE & RISK

Title in any Equipment supplied by E-NOVATIONS under this Agreement shall remain with E-NOVATIONS until such time as the Customer has paid the Price in full. Until such payment is received by E-NOVATIONS the Customer shall hold the Equipment or Website on a fiduciary basis for E-NOVATIONS in such a way that such Equipment is identifiable as belonging to E-NOVATIONS and if the Customer fails to make any payments due E-NOVATIONS as owner shall be entitled to demand return of the Equipment and or Website. If payment is not made and/or the Customer becomes insolvent or a receiver is appointed before payment is made E-NOVATIONS is irrevocably authorized to enter forthwith with the Customer's Site(s) for the sole purpose of repossessing the Equipment still owned by E-NOVATIONS.

9. PRICING & PAYMENTS

9.1 The Price and any other charges arising under this Agreement shall be payable as set out herein or in the Schedule. Payment shall be made strictly in accordance therewith. The Price does not cover any Annual License Fee for use of Software or applicable Third Party Software, which sum is instead paid for as part of the Support Services;

9.2 Fifty percent (50%) of the Price shall be paid by the Customer on the effective date of the Agreement, and the balance shall be payable on the Delivery Date, inclusive of the cost of Bespoke Software, unless otherwise agreed in writing by E-NOVATIONS;

9.3 The Customer shall pay to E-NOVATIONS the Support Fee and the Charges arising hereunder. Payment of the first year's Support Fee shall be made on or before the Delivery Date or with E-NOVATIONS approval via monthly or quarterly direct debit and Support fee applies per license. Thereafter E-NOVATIONS shall be entitled to issue invoices or payment schedules up to thirty days prior to the commencement of the next Anniversary Date;

9.4 Prompt payments by the Customer is a strict and express term of this contract and conditional to activating the license for the use of the software. If payment is overdue E-NOVATIONS reserves the right, in addition to any other rights it may have, to suspend its
contractual obligations under this Agreement until such payment is made and charge Interest for overdue payments at the rate of 8% above Bank of England Base Rate. If customer Defaults in Support and License Payments E-NOVATIONS shall raise an invoice for the full value of the term remaining and make a demand for Debt owing plus any costs. 9.5 The Customer is responsible for the cost of all travelling time and expenses of E-NOVATIONS personnel attending Site(s) based on E-NOVATIONS rates prevailing at the time. The mileage rate shall be the average AA rate. Flights, rail fares and overnight accommodation will be recharged net. Such costs will be additional to the Price and Support Fee unless expressly excluded;

9.6 Training days booked but subsequently cancelled by the Customer without a clear fourteen days notice provided in writing to E-NOVATIONS will be charged in full. Days are supplied on an "as consumed basis" with E-NOVATIONS making no commitment as to what can be achieved in the day, other than that the E-NOVATIONS personnel supplied will have the requisite skills;

9.7 E-NOVATIONS reserve the right to increase the Support Fee but only with effect from the first day or the next annual period of support. However, E-NOVATIONS will not increase the rate beyond that reached by applying 10% or using the Retail Price Index which so ever is the greater on the full product price of support from the Delivery Date (as amended for items added later) to the date in question, except that in the event that an item may become uneconomic to support on such basis or a site becomes the subject of an extraordinary level of support, E-NOVATIONS reserves the right at its option either to remove the item or site concerned from the supported list on the Schedule or to agree with the Customer, if possible, a mutually acceptable price;

9.8 If any sum payable under this Agreement is in arrears then without prejudice to any other remedies which may be available and in addition to those remedies, E-NOVATIONS reserves the right to charge interest at the rate of 8% above Bank of England base rate per month until paid;

9.9 Notwithstanding that the Customer enters into a lease with a 3rd Party whereby it is intended that title to any part of the items on the Schedule supplied shall pass to such 3rd party, if for any reason the arrangements for financing the purchase of the items in the Schedule shall be frustrated the terms & conditions hereof shall remain in full force and effect as between the Customer and E-NOVATIONS.

10. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY FOR SOFTWARE

10.1 The copyright and all other intellectual property rights of whatever nature in the Software and Documentation and in any modifications or changes thereto made under this Agreement are and shall remain the property of E-NOVATIONS and/or its licensors, and any rights in any other work prepared or carried out by E-NOVATIONS hereunder shall vest in E-NOVATIONS, on creation thereof. The Customer shall notify E-NOVATIONS as soon as reasonably possible if it becomes aware of any unauthorised use of the whole or any part thereof by any third party;

10.2 E-NOVATIONS warrants that insofar as it is aware E-NOVATIONS and/or its licensors are the owner of the copyright and all other intellectual property rights in the Software and Documentation and/or are duly authorised to enter into this Agreement. In respect of Software E-NOVATIONS hereby indemnifies the Customer against any claim that the normal use or possession of the Software infringes the intellectual property rights of any third party provided E-NOVATIONS is given immediate and complete control of any such claim, and that the Customer gives E-NOVATIONS such assistance as E-NOVATIONS may reasonably require to settle or oppose any such claim provided that E-NOVATIONS shall meet the Customer's reasonable costs of so doing. E-NOVATIONS reserve the right to replace or change all or any part of the Software in order to avoid infringement of any third party intellectual property rights. E-NOVATIONS shall however at all times endeavour to ensure that the Customer is left with fully operational and functionally equivalent Software.

11. TERMINATION

11.1 The Customer may terminate the license to use Software granted under this Agreement either at the end of the Initial Period or at any Anniversary Date once the Initial Period has ended by giving at least 90 days’ notice in writing to E-NOVATIONS effective at the end of the Initial Period or at the Anniversary Date once the Initial Period has ended. In the event that the customer gives notice to terminate during the Initial Period E-NOVATIONS will be entitled to receive payment of the total amount which they would have received during the whole of the Initial Period including any price increases as detailed in paragraph 9.7 above. Termination of third party license agreements is governed as provided therein;

11.2 In respect of the Software E-NOVATIONS may terminate the license to use granted under this Agreement forthwith without notice to the Customer if:

i) The Customer commits any material breach of any term of the license or this Agreement and, in the case of a breach capable of being remedied fails to do so within twenty one days after receipt of a request
in writing from E-NOVATIONS to remedy the breach; and/or ii) The Customer fails to pay the Support Fee which includes the Annual License Fee for Software due under this Agreement.

11.3 This Agreement may be terminated with immediate effect by written notice to the Customer if the Customer becomes bankrupt or insolvent or enters into any scheme of administration with its creditors or enters into receivership or liquidation or takes any action for voluntary winding up (other than for the purpose of a solvent reconstruction or amalgamation) or ceases to carry on business;

11.4 Save as provided 11.2 and 11.3 the license to use the Software may not be terminated by E-NOVATIONS, unless it issues an end of life on the software, which cannot be during the Initial Period;

11.5 If the Customer purports to cancel this Agreement in whole or in part otherwise than through the default of E-NOVATIONS the Customer shall become immediately liable to compensate E-NOVATIONS by way of liquidated damages and shall also pay to E-NOVATIONS 50% of the price relating to the whole or part of the system which the Customer has purported to cancel if the Customer purports to do so before acceptance, notwithstanding any other rights that E-NOVATIONS may otherwise have against the customer;

11.6 Upon termination of the license to use the Software granted to the Customer under this Agreement, howsoever occasioned, the Customer shall return the Software to E-NOVATIONS within 7 days of the termination date and destroy all copies thereof. This provision shall survive any termination whether of the license to use Software or of the Agreement as a whole;

12. DESCRIPTION OF SUPPORT SERVICES

12.1. Unless otherwise expressly agreed by E-NOVATIONS, support services will be provided during normal UK business hours of 9.00 a.m. to 5.30 p.m. Monday to Friday, excluding Public Holidays. It is specifically emphasised that unless provided and stated otherwise in writing, all support shall ENOVATIONS' standard support;

12.2. E-NOVATIONS warrants that it shall use all reasonable endeavours to carry out the Support Services described herein in a professional manner and shall at all times use reasonable endeavours to maintain the items supported in good working order and to supply all component spares necessary for supported equipment. The periodic updates provided under support for the Software may include legislative updates the scope of which can vary considerably. Where major legislative changes take place it is expressly provided that E-NOVATIONS reserves the right to make an additional charge which shall be spread evenly over all its customers for the Software in order to cover the updates dealing with such legislative changes. Such updates are deemed to be outside of the Support Fee cost. For the avoidance of doubt it is the responsibility of the customer to ensure that there is familiarisation and compliance with any such legislative or other changes;

12.3. Supported software: E-NOVATIONS will use all reasonable endeavours to respond to any request by the Customer within the time frames in E-NOVATIONS’ standard support terms. Error correction is provided on a reasonable effort basis, and E-NOVATIONS cannot guarantee to correct any error within any given timescale. The Customer shall provide written notification and appropriate examples supporting any error found for such notification to be effective. If any major are found in software supported hereunder then E-NOVATIONS will supply any correction of same by first class post on disc or tape (as appropriate). As part of the support service E-NOVATIONS shall provide updates and releases from time to time to the software supported during the term of this Agreement. It is the Customer's responsibility to install corrections, updates and releases to the software and for ensuring that their staffs have the capability of doing so. E-NOVATIONS will have the right to make additional charges for services, which are required due to the Customer failing to install such Items correctly. Where E-NOVATIONS have to carry out site visits for support, it reserves the right to charge over and above the annual Support Fee. ENOVATIONS reserve the right not to deal with or to make additional charges for, reported errors in such software which:

i) Are the result of failure of equipment or other software not covered by this Agreement; ii) Are faults in mains electrical supplies or operator error;

iii) Are, or could be reasonably construed in the absolute discretion of E-NOVATIONS as a lack of knowledge of the software;

iv) Are caused by air conditioning, humidity or other environmental conditions;

v) Are caused by the accident, neglect, misuse or default of the Customer or any third party; vi) Are due to acts of God, war, acts of Violence or any similar occurrence;

vii) Result from any attempt by any person, other than E-NOVATIONS, to modify or maintain the software otherwise than in the case of only trained Customer staff carrying out normal System functions; viii) Are caused by cable or connector malfunctions;

12.4. Supported equipment. Support is provided during the hours set out in 12.1 and in accordance with the Emperium Software Standard Support Schedule. On receipt of a telephone request for support for an item, E-NOVATIONS will log the call and endeavour to identify the problem as either an engineering problem or a software problem or a system operating software problem. E-NOVATIONS will, if, appropriate to the problem reported, dispatch an engineer to the Site concerned. E-NOVATIONS will use
all reasonable endeavours to ensure that an E-NOVATIONS engineer will respond within 8 hours for a CPU related call; all other equipment will be dealt with on a swap out (exchange) basis on the next day following receipt of defective goods from the customer subject to availability. Where the problem encountered relates to a CPU and if the terms of this Agreement provide that temporary replacement equipment will be provided to the Customer the engineer will endeavour to load the hard disc of the CPU, if unaffected, onto a loaned CPU and thus leave the Customer with a working system. This is without prejudice to the fact that the endeavour stated herein is not a guarantee, rather a standard to which ENOVATIONS will aim. If, on attendance at Site, the engineer believes the Support Fee does not cover the fault, the customer will be advised, and in such event, any corrective activity, spare parts and the cost of the visit itself, shall be charged. The service provided assumes normal use of the equipment and allows for normal wear and tear. E-NOVATIONS reserve the right to make additional charges at its standard rates for the time being in force where its engineers are called out because of faults which: i) Are the result of accident, unauthorized transportation, alteration, neglect or misuse; ii) Is the result of failure of the Customer to provide and maintain a suitable operating environment as recommended by E-NOVATIONS and/or the manufacturer. E-NOVATIONS shall not be liable for any item, which fails due to manufacturers design or inherent defect; iii) Nor shall E-NOVATIONS be liable to perform any work, which is in the opinion of E-NOVATIONS impractical to perform owing to nonstandard use or location; iv). E-NOVATIONS shall provide all necessary tools and test equipment together with all spares, which in the opinion of E-NOVATIONS' engineer are required to ensure the operational efficiency of the equipment; v). The Customer shall be responsible for all operating materials and for all consumables, including but not limited to print heads, laser cartridges, ribbons, toners, in fuser and developer kits all of which are outside the scope of the Support Fee; vi) E-NOVATIONS reserves the right to make additional charges to the Customer to cover all of the cost of repairing equipment which is either out of manufacturer’s warranty or more than one year (whichever is the latter); vii) Providing new or updated versions of operating system, databases or software utilities, for whatever reason;

12.5 Additional Services. The Support Fee does not include and additional charges shall be made for:

i). Repair or support in respect of any data corruption and in respect of software support arising from such data corruption;
ii). All costs for any calls made to fit supplies;
iii). As a result of the Customer allowing access by a third party to a supported item where E-NOVATIONS has agreed to perform corrective activities and not to terminate the Agreement and not to delete the item concerned from the list of items being supported;
iv). Providing new or updated versions of an operating system of an item of Hardware;
v). Telephone (modem) transfer of programs and/or data will be charged to the Customer at E-NOVATIONS prevailing rates. Any Site visits carried out by E-NOVATIONS in respect of support outside that covered by the Support Fee are carried out at E-NOVATIONS discretion and may be chargeable at E-NOVATIONS’ prevailing rates for such service together with the reasonable costs of accommodation, travelling time and travelling expenses all of which shall be over and above the Support Fee covered by this Agreement;

12.6. Period of Support. The Support Services shall commence on the Delivery Date and shall be for the Initial Period and thereafter extend automatically for further one yearly periods unless or until terminated by either party giving at least 90 days written notice effective and prior to the next Anniversary Date; 12.7. The Customer shall not move any supported item either from one Site to another location or within the same or between different buildings without the prior written consent of E-NOVATIONS, as such can affect the ability of E-NOVATIONS to support it. E-NOVATIONS shall have the right to vary the Support Fee or to terminate support in respect of such item or items;

13. LIABILITY

Each party shall be liable for personal injury or death to any person caused by its negligent acts or omissions or those of its employees, servants or agents. Except as provided in respect of personal injury or death caused by negligence, E-NOVATIONS liability and/or that of its employees, servants or agents, whether in contract, or negligence or otherwise shall;

i). Until acceptance of the System be limited to that directly arising from and be limited to an aggregate total of £1,000,000 or the value to E-NOVATIONS of the Price as at the effective date hereof, whichever is the lesser, and ii). After acceptance and during any period of annual Support Services shall be limited to an aggregate total of the value to E-NOVATIONS of the Support Fee in the year of this Agreement in which a claim arises, and iii). In respect of additional items shall be limited to an aggregate total of £1,000,000 or the value to ENOVATIONS of the price of the supply of the additional items, whichever is the lesser. Save as expressly provided in this Agreement E-NOVATIONS shall not be liable for any other loss or damage howsoever caused whether in contract, tort, negligence or otherwise. Notwithstanding any other provision of this Agreement in no event shall either party be liable to the other for any
incidental, special, indirect or consequential loss of whatever nature, including but not limited to loss of use and/or loss of profits and/or loss or spoiling of data, howsoever caused, whether occurring in contract, tort, negligence or otherwise, save that the Customer shall be responsible for its actions if it endangers E-NOVATIONS and/or its licensors rights of ownership in the Software.

14. DELIVERY
The delivery time shall not be the essence of the contract. Whilst E-NOVATIONS shall use reasonable commercial endeavours to deliver the goods by the date specified on the Customers order, it shall not be liable for the delay in delivery from any cause whatsoever and howsoever arising. Should expedited deliveries be required, then additional costs if applicable must be borne by the Customer unless otherwise agreed in writing by an authorised employee of the E-Novations.

15. CANCELLATION
No cancellation or variation of an order by the Customers shall be effective unless made in writing and until accepted in writing by an authorised officer of E-Novations. E-Novations reserves the right to refuse to accept such cancellation or variations or to accept cancellation or variation only subject to such conditions as it considers are warranted according to the circumstances.

16. DEFECTS AND RETURNS OF EQUIPMENT
16.1 If Customer notifies E-Novations within 48 hours of receipt of goods that the goods are damaged in transit, then E-Novations will arrange for the replacement of goods. If it is found that the goods were not damaged or a shortfall, E-Novations will pass the charges to the Customers.
16.2 Sometimes, the goods can be returned directly to the manufacturer. Where E-Novations informs the Customer that this is the case, or the packaging on the goods or the material Customer has in relation to the goods states this, Customer must contact the manufacturer about the defective goods, and customer must not return the goods to E-Novations.
16.3 It is Customers responsibility to comply with any of manufacturer's terms regarding the return, repair or replacement of defective goods. E-Novations shall not be liable for any goods that cannot be repaired or replaced by the manufacturer because Customer has not complied with its terms.
16.4 If Customer chooses to return goods back to E-Novations, customer must do so within 3 days of receipt of goods and subject to a restock fee of 20% of the original selling price. The return of goods is further subject to being in its original unused condition. The customer is responsible for the delivery of the goods to E-Novations at Customer expense and only after the Goods have been checked by an engineer of E-Novations will any payment be agreed upon.

17. GENERAL
17.1 The failure by either party to enforce at any time any provision of this Agreement shall not affect its rights to later require complete performance by the other party hereto, nor shall any waiver of a breach of a provision be taken or held to affect its rights in the event of any subsequent or additional breach of the same or any other provision;
17.2 The Customer shall neither assign this Agreement nor part with any rights or obligations herein in any way whatsoever whether in whole or in part without the prior written consent of E-NOVATIONS. ENOVATIONS shall be entitled to subcontract, sublet or assign the whole or any part of this Agreement but such shall not adversely affect the Customer's rights herein.
17.3 Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the items supplied or any part thereof shall be assumed by E-NOVATIONS, and except as expressly provided for in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded to the extent permitted by law.
17.4 This Agreement constitutes the entire agreement between the parties hereto. No addition to or modification of this Agreement shall be binding on either party unless made in accordance with paragraph 14.5 below;
17.5 This Agreement may only be amended by written agreement referenced hereto and signed by the duly authorised representatives of both parties. Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class delivery post to the appropriate address set out in this Agreement.
17.6 The construction, validity and performance of this Agreement shall be governed by English law and the parties hereby agree to English court’s jurisdiction.
17.7 It is the responsibility of the customer to ensure that they have a Personal Computer with a Windows Operating system of Windows 2000 and above. It is emphasised that the Emperium software is designed to run on such a window based system.