

CLARINET SYSTEMS LTD STANDARD TERMS AND CONDITIONS

The following are the standard terms and conditions of Clarinet Systems Limited a company registered in England (company number 2104570) whose principal place of business is at Pyle House, 137 Pyle Street, Newport, Isle of Wight, PO30 1JW(email: sales@databasepower.net, telephone number: 08706 265157) and will apply to any Services provided by Database Power.

For orders placed via Database Power's website at www.databasepower.net clicking the "I agree to all Terms and Conditions" box on the Store Checkout Page is a binding acceptance of the terms and conditions contained in these standard terms and conditions and the relevant Schedule(s).

For orders placed by telephone, the Customer should sign and return a copy of these standard terms and conditions and the relevant Schedule(s) to Database Power at the following address: Clarinet, PO Box 3556, Marlborough, SN8 9AQ, United Kingdom.

Services cannot be provided by Database Power to the Customer unless the Customer has accepted the terms and conditions contained in the Agreement.

Once the Customer has placed his order, Database Power will e-mail to the Customer a copy of these standard terms and conditions, the Schedules applicable to the Services ordered and the price of the Services including all taxes.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

"Agreement"	means this agreement together with the Schedule(s) relating to the Service(s) ordered by the Customer as amended by Database Power from time to time;
"Customer"	means the customer purchasing the Services;
"Fees"	means the price or fees published on Database Power's Website from time to time which are applicable to the Service(s) ordered;
"Intellectual Property Rights"	all intellectual property, including patents, trade and service marks, trade names, rights in designs, copyrights, topography rights, rights in databases, trade secrets and know-how, in each case whether or not registered and including registrations and applications for registration of any of these, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these elsewhere in the world.
"Services"	means the service(s) set out in the Schedule(s) relating to the service(s) ordered by the Customer from time to time;
"Working Day"	means any day except a Saturday or Sunday which is not a bank or public holiday in England.
"Security Question and Answer"	The customer when initially signing up chooses a question and answer. This may be requested at anytime by Database Power staff for verification purposes.

1.2. Interpretations In this Agreement

- a) clause headings are for convenience only and shall not affect the construction of this Agreement;
- b) words denoting the singular shall include the plural and vice versa;
- c) words denoting any gender shall include a reference to each other gender;
- d) references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organizations, foundations and trusts (in each case whether or not having separate legal personality);
- e) references to Clauses and Schedule(s) are to clauses of or schedule(s) to this Agreement;
- f) the Schedule(s) relating to the Service(s) ordered by the Customer shall form part of this Agreement;
- g) references to the words "includes" or "including" shall be construed without limitation to the generality of the preceding words.

1.3. The terms and conditions contained within this agreement are complimented by the terms and conditions in the appropriate schedules. If there is any conflict between the terms and conditions contained in a Schedule and those in these standard terms and conditions then the terms and conditions contained in the Schedule shall apply.

2. PROVISION OF SERVICES

- 2.1. Database Power will use its reasonable endeavors to provide the Service(s) set out in the Schedule(s) with reasonable skill and care. Database Power may perform the Services itself or appoint a subcontractor.
- 2.2. The Customer agrees that Database Power may commence provision of the Services immediately on payment of the Fee or the first installment of the Fee, which may be before the end of any applicable statutory cancellation period.

3. PAYMENT

- 3.1. The Customer will pay Database Power the Fees applicable to the Service(s) ordered in accordance with the due date set out in the relevant Schedule(s). All Fees are exclusive of VAT. Database Power may charge interest at a rate of 5% above the base rate of the Royal Bank of Scotland Plc from time to time for late payments.
- 3.2. Current methods of payment and additional payment information is outlined in the document entitled "Payment Centre" at http://www.databasepower.net/payment/default_p.asp

4. CUSTOMER INDEMNITIES

- 4.1. The Customer shall indemnify and keep indemnified Database Power and its subcontractors, directors and agents fully against all claims, damages, losses, costs or expenses (including reasonable legal fees and expenses, penalties, taxes, fines, or tariffs) arising out of or in connection with result of work done in accordance with the Customer's instructions in providing the Service(s) or material provided to Database Power by the Customer which infringes or is alleged to infringe any Intellectual Property Right or other proprietary right of any third party (including by framing or linking to third party websites and/or third party proprietary material).
- 4.2. The Customer agrees that the Customer is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to any Services provided to the Customer by Database Power. The Customer shall

claims, damages, losses, costs or expenses (including reasonable legal fees and expenses, penalties, taxes, fines, or tariffs) arising either from the Customer's exercise of internet electronic commerce and/or any failure to comply with any laws, taxes, and tariffs applicable in any way to the Services.

5. DATABASE POWER WARRANTIES

- 5.1. Database Power warrants that all Services shall be performed with reasonable skill and care.
- 5.2. Additional warranties may apply depending on the Service and are set out in the applicable Schedule.
- 5.3. The warranties set out in the Agreement are the only warranties applicable to the Services. To the extent permitted by any applicable law, Database Power excludes all other warranties whether express or implied.

6. LIMITATION OF LIABILITY

- 6.1. Database Power shall not be liable to the Customer or to any third party for any loss of profits, loss of business, revenue, goodwill or anticipated savings, loss of data, or any incidental or consequential loss arising under this Agreement even if Database Power has been advised of the possibility of such damages.
- 6.2. Database Power does not exclude liability for death or personal injury arising as a result of the negligence of Database Power, its employees, contractors, agents or authorised representatives.
- 6.3. To the extent permitted by any applicable law, Database Power's aggregate liability under this Agreement shall be the aggregate amount paid by the Customer to Database Power under this Agreement at the time of any claim by the Customer.

7. TERMINATION

- 7.1. Either party may terminate this Agreement by written notice (this includes email) having immediate effect if any of the following events occurs with respect to the other (the "Defaulting Party"):
 - 7.1.1. the Defaulting Party is in material breach of any of its obligations under this Agreement and in the case of a remediable breach fails to remedy within 30 days of receipt of a notice requiring that the breach be remedied;
 - 7.1.2. any resolution is passed or order made for the winding-up or administration of the Defaulting Party otherwise than for the purpose of a reconstruction or amalgamation;
 - 7.1.3. a receiver is appointed over any of the assets of the Defaulting Party or an arrangement or composition is made with the creditors of the Defaulting Party; or
 - 7.1.4. the Defaulting Party ceases or threatens to cease to carry on business or suspends payment of all or substantially all of its debts or is unable to pay its debts as they fall due.
- 7.2. If notice of termination is sent by email, the from address of the email must be one that is recorded in the Customer Control Panel as either a primary or backup email address for a contact. Notice of termination cannot be given by sending email from any other email addresses other than those listed in the Control Panel for the customer unless your Security Question and Answer is included within the email text.
- 7.3. Termination cannot be accepted by telephone unless the customer can supply their Security Question and

7.4. Termination of the Agreement pursuant to this Clause 7 shall be without prejudice to the rights of either party arising in respect of any breach of this Agreement at any time prior to such termination.

8. CANCELLATION

Unless the parties agree otherwise in writing, the Customer will not be able to cancel the Agreement once the performance of Services has commenced before the end of any statutory cancellation period with his agreement in accordance with Clause 2.2 above.

9. FORCE MAJEURE

Database Power shall not be under any liability to the Customer in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of Database Power which shall include (but shall not be limited to) acts of God, fire, flood, accident, civil commotion, acts of local government and parliamentary authority, strike, lockout, industrial dispute, breakdown of power supplies, communication lines, failure of the internet backbone, failure of any internet servers, failure of the Customer's or the Customer's site visitors' computers or internet software.

10. CONFIDENTIALITY

10.1. During the continuance in operation of this Agreement each party (the "Restricted Party") shall keep confidential and shall not use for its own purposes, nor disclose, any information of a confidential nature about the other party or its businesses (including but not limited to customer information, trade secrets and information of commercial value) which becomes known to the Restricted Party unless such information is already in the public domain or can be demonstrated as already known to the recipient or received from a third party without a similar restriction and without there being a breach of this or a similar agreement otherwise than by reason of a breach by the Restricted Party of its obligations under this Clause 10. Disclosure is, however, permitted to the extent that the disclosure is:

- 10.1.1. required by law;
- 10.1.2. requested by the Restricted Party's professional advisers or a regulatory body to whose jurisdiction or rules the Restricted Party is subject;
- 10.1.3. made to the Restricted Party's employees, agents or professional advisers where it is reasonably necessary or desirable to enable the Restricted Party to comply with this Agreement and before the disclosure takes place the Restricted Party procures a confidentiality agreement from such employees, agents or professional advisers substantially in the same terms as the confidentiality provisions set out in this Agreement, including those set out in Clause 10.2; or
- 10.1.4. made with the prior written consent of the other party.

10.2. Each party agrees that this Clause 10 shall survive the termination of this Agreement and that the Confidential Information shall remain confidential unless such information enters the public domain (except in breach of Clause 10.1 or any other confidentiality undertaking).

11. VARIATIONS/AMENDMENTS

Database Power may vary or amend this Agreement provided it gives the Customer 30 days notice of any such

amendment (the "Amendment Notice"). The Customer shall be deemed to have accepted any revised version of this Agreement unless the Customer notifies Database Power within 28 days of the date that an Amendment Notice was sent that the Customer does not wish to be bound by the revised version of this Agreement. Database Power may terminate this Agreement if the Customer does not wish to be bound by any revised version of this Agreement.

Clarinet Systems Ltd

http://www.databasepower.net/legal/terms_and_conditions.asp

12. ENTIRE AGREEMENT

12.1. This Agreement and other documents represent the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement whether written or oral between the parties in relation to that subject matter.

12.2. Neither party shall have any liability or remedy in tort in respect of any representation, warranty or other statement (whether or not contained in this Agreement) being false, inaccurate and/or incomplete unless it was made fraudulently.

13. SEVERABILITY

If any part of any provision of this Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.

14. WAIVERS

No delay in exercising or non-exercise by either party of any right, power or remedy provided by law or under or in connection with this Agreement shall impair such right, power or remedy or operate as a waiver or release of that right. Any waiver or release must be specifically granted.

15. ASSIGNMENT AND SUBLICENSING

The Customer may not assign or sub license all or any of its rights or transfer all or any of its obligations under this Agreement except with the prior written consent of Database Power such consent not to be unreasonably withheld or delayed.

16. RIGHTS OF THIRD PARTIES

The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. NOTICES

All communications relating to this Agreement shall be in writing and delivered by hand or sent by post or facsimile or, (in the case of any Operational Notice only, electronic mail to the party concerned at the relevant address shown [at the start of] this Agreement (or such other address as may be notified from time to time in accordance with this Clause by the relevant party to the other party). Any such communication shall take effect if delivered, upon delivery; if sent by first class registered post, 10 am on the second Business Day after posting or otherwise when delivered; if sent by facsimile or electronic mail when a complete and legible copy of the communication, whether that sent by facsimile or electronic mail (as the case may be) or a hard copy sent by post or delivered by hand, has been received at the appropriate address. For these purposes, "Operational Notices" means any notice or other communication referred to in paragraph 5 on page 1 of these standard terms and conditions or which is specifically permitted to be sent by e-mail in accordance with the terms and conditions contained in any Schedule.

18. LAW AND JURISDICTION

This Agreement shall be construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.

Clarinet Systems Ltd

http://www.databasepower.net/legal/terms_and_conditions.asp