

SITE CONFIDENCE LIMITED'S STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Definitions:

- 1.1 "Conditions" means the terms and conditions set out in this Contract;
- 1.2 "Confidential Information" means all tangible and intangible information designated as confidential by any party in writing together with all other information which may reasonably be regarded as confidential including, but not limited to, the Customer's passwords;
- 1.3 "Contract" means the contract formed by these Terms and Conditions together with the Order Form;
- 1.4 "Customer" means the individual(s) and/or organisation(s) to whom or for whom Site Confidence Limited is providing Services;
- 1.5 "Fees" means Site Confidence Limited's fees for the Services as detailed in the Order Form, and all reasonable expenses incurred by Site Confidence Limited in carrying out the Services;
- 1.6 "Intellectual Property Rights" (IPR) means any copyright, patent, design patent, registered design and design rights, utility models, trademarks, service marks, an application for any of these or the right to supply for the same, trade secrets, know-how, database rights, moral rights, confidential information, trade or business names and any other industrial and proprietary and other similar protected rights in any country and any licences under or in respect of such rights;
- 1.7 "Order Form" means Site Confidence Limited's order form which must, unless otherwise agreed, be signed and returned by the Customer to order Services;
- 1.8 "Results Reports, Portals and Presentations" means the results of the Services produced by Site Confidence Limited in various formats;
- 1.9 "Services" means any or all of the services described on the website www.siteconfidence.com under the "Services" section.

General Terms and Conditions applicable to all Services

2. Site Confidence Limited's Duties:

- 2.1 Site Confidence Limited shall perform the Services on behalf of the Customer using all reasonable skill and care and in a professional, timely manner.
- 2.2 Where Results Reports, Portals and Presentations are required they shall be produced by Site Confidence Limited and sent to the Customer as soon as reasonably practicable.
- 2.3 Site Confidence Limited shall, where any of its employees are present on the Customer's premises, ensure that such employees comply with such reasonable site rules and procedures as are notified to Site Confidence Limited from time to time.

3. The Customer Agrees:

- 3.1 To be responsible for all activities which occur under its passwords or account and to maintain the secrecy of those passwords. The Customer may at any time change its passwords by logging in to the relevant portal on the website www.siteconfidence.com;
- 3.2 That, should it tell another person of its user names and passwords so that they may log in to the portal, this is entirely at the Customer's risk and Site Confidence Limited has no liability for any use or misuse of any information to which they may gain access to on the www.siteconfidence.com website or for any activities they may carry out;
- 3.3 To co-operate with Site Confidence Limited and to provide it promptly with such information and access to websites as is reasonably required by Site Confidence Limited;
- 3.4 That, if it does not pay the Fees by the due date for payment, Site Confidence Limited may suspend or terminate the Services without further notice.

4. The Fees and Payment:

- 4.1 Unless otherwise agreed, the Fees payable for the Services shall be invoiced on receipt of the signed Order Form from the Customer. Invoices are due for payment within 30 days of the date of the invoice.
- 4.2 All payments due under this Contract shall become due immediately upon termination of this Contract despite any other provision herein. All payments due under this Contract shall be made without any deduction by way of set off, counterclaim, discount or abatement or otherwise except where the Customer is expressly permitted to do so by law or Order of Court.
- 4.3 No refunds of Fees already paid, whether pro-rata or otherwise, shall be made where the Customer terminates the Services.

5. Confidentiality:

Each party will not disclose or permit its employees, agents and sub-contractors to disclose any Confidential Information entrusted to it by the other party provided always that this restriction shall not apply to information already in the receiving party's possession, or which comes into the public domain other than by breach of this obligation by the receiving party or its employees, agents and sub-contractors, or which is disclosed to the receiving party or which is required to be disclosed pursuant to any law or regulation or by the rules of any stock exchange or by a court of competent jurisdiction.

6. Intellectual Property Rights:

For the avoidance of doubt, all Intellectual Property Rights in the materials used by Site Confidence Limited to carry out the Services or in any registered or unregistered trade mark, service mark, logo, design, database content or format, copyrighted material, software or data owned by Site Confidence Limited or any relevant third party owners remain vested in Site Confidence Limited or the relevant third party owners and cannot be used except with prior written permission. Copyright in any Results Reports, Portals and Presentations shall also remain with Site Confidence Limited, but the Customer is hereby granted a non-exclusive, non-transferable licence to copy and use the results for its own internal purposes only.

7. Liability:

7.1 Nothing in this clause 7 excludes or limits the liability of Site Confidence Limited for fraudulent misrepresentation or for death or personal injury caused by Site Confidence Limited's negligence. Save as aforesaid the following provisions set out the entire financial liability of Site Confidence Limited (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer.

7.2 Site Confidence Limited shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any material or instruction supplied by the Customer which are incomplete, incorrect, inaccurate, illegible or defective in any other way.

7.2.1 Site Confidence Limited shall not be liable for any loss or damage caused to the Customer except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Site Confidence Limited, its employees, agents or sub-contractors in performing the Services hereunder and in such event Site Confidence Limited's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance of this Contract shall not exceed the sum of £100,000.

7.2.2 Site Confidence Limited shall not be liable to the Customer for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arise out of or in connection with this Contract even if such loss was reasonably foreseeable or Site Confidence Limited had been advised of the possibility of incurring the same by the Customer.

7.3 The Customer shall assume all liability and shall at all times indemnify and hold harmless Site Confidence Limited from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by Site Confidence Limited, whether direct, indirect or consequential as a result of the Customer's use of the Services for any illegal purpose or for any purpose other than that permitted by this Contract.

8. Availability of Services:

Site Confidence Limited will use all reasonable endeavours to ensure that, where applicable, the Services are provided 24 hours a day without interruptions and that the information provided is accurate and up to date. However, from time to time the Customer may experience disruptions or receive inaccurate information mainly due to circumstances beyond the control of Site Confidence Limited (including, but not limited to, a lack of availability of the backbone internet infrastructure in the United Kingdom or elsewhere) for which Site Confidence Limited excludes all liability. Site Confidence may also need to perform maintenance of its hardware and/or software, which may interrupt the provision of the Services.

9. Termination:

9.1 The Customer may terminate the Services on one month's written notice to Site Confidence Limited.

9.2 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty (30) days after being required by written notice from the other party to do so, or if the other goes into liquidation (if an individual bankruptcy), makes a voluntary arrangement or has a receiver, liquidator or administrator appointed.

9.3 Site Confidence Limited reserves the right to withdraw from Services without notice if, in its opinion, information and access to websites required for satisfactory completion of the Services and requested by Site Confidence Limited in writing is either not provided or, if provided, is inaccurate or inadequate.

10. Exclusion of Third Party Rights:

A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

11. Force Majeure:

Site Confidence Limited reserves the right to defer the date of provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Site Confidence Limited including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event

in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to Site Confidence Limited to terminate this Contract.

12. General:

- 12.1 These Conditions together with the Order Form, shall constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied except in writing between the parties and signed by their respective authorised signatories. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law. In the event of any conflict between any of the terms of these documents the following order shall prevail:
(1) the Order Form; and
(2) these Conditions.
- 12.2 Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party to the other time to time.
- 12.3 Some of the Services may be provided to the Customer by associates or partners of Site Confidence Limited. In addition, Site Confidence Limited may introduce Customers to third parties where Site Confidence Limited is unable to provide the required services. Site Confidence Limited excludes all liability where the Customer contracts directly with such third party or with a partner of Site Confidence Limited.
- 12.3 No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right.
- 12.4 If any provision or any part of a provision of this Contract is held by any authority to be invalid and unenforceable, the validity of the other provisions and/or the remaining part of the provision shall not be affected.
- 12.5 This Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts, except for enforcement proceedings where the English courts shall have non-exclusive jurisdiction.

Specific Terms and Conditions applicable to particular Services

13. Load Testing:

- 13.1 The Customer agrees to provide Site Confidence Limited with at least 14 days advance written notice of its desired testing dates where it has purchased testing for an unspecified future date or where it wishes to change any testing dates which were specified at the time of purchase. Site Confidence Limited reserves the right to decline specific testing date requests if the services are fully booked by other customers or for maintenance. In such an infrequent event, Site Confidence Limited will work with the Customer to find the next most suitable date.
- 13.2 The Customer acknowledges that load testing services may cause tested websites to fail and may cause other load associated problems. The Customer agrees that, subject to clause 7.2.1, all load testing is carried out entirely at the Customer's risk.
- 13.3 The Customer confirms that it has procured the consent of the ultimate owner of the website(s) to the load testing. Site Confidence Limited will be carrying out the load testing in the belief that it has all appropriate consents. Save as stated in these Conditions, the Customer is liable for the effects of the load testing on itself and any third party.
- 13.4 All load testing must be carried out within the period stated on the Order Form, effective from the date of order. Any load testing services ordered but still unused within the stated period will expire at the end of the stated period.

Site Confidence Limited is part of NCC Group plc (Registered in England CRN: 4627044)
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