

# Terms & Conditions

## The Way We Prefer to Do Business

### 1. General

These terms and conditions will apply to any products and services we supply to you, the customer.

### 2. Terms of Payment

Our payment terms are 14 days from the date of invoice. However, we are happy to discuss any change you may require. In the event you do not pay on time we reserve the right to levy interest charges at a reasonable rate.

### 3. Variation Of Charges

For orders that include day rates or annual fees we would like to be able to review the rates charged on a periodic basis and alter them with your agreement.

### 4. Intellectual Property Rights

Any software development we produce for you is provided as a non transferable, single Lotus Notes Domain, Single Country, unlimited servers, unlimited user licence. All developments and Ready To Use products are provided with an open design. This means you are at liberty to amend and change the development as much as you like, however, the Intellectual Property Rights remain with Kelros Ltd. This means you cannot sell or supply the development or Shrinkwrap application, with or without your changes, to any third party, free of charge nor for financial gain.

### 5. Indemnities and Limits of Liability

We believe it is reasonable that any liability on Kelros Ltd is limited to a maximum of the amount paid for the goods or services. We cannot be held responsible for any subsequent losses incurred by you from using the goods and services we supply.

### 6. Termination and Effects of Termination

For any project based orders either of us can terminate the project by giving a reasonable notice to the other and either completing the development to an agreed conclusion or paying any outstanding invoices.

### 7. Supply of Goods and Services

All goods and services are supplied, and all delivery dates are given, on a best endeavours basis. Especially for development projects the delivery date will not be the essence of the contract. For development projects the duration of this agreement will be from the start to the end (paying the final development invoice). Cancellation of Kelros Professional Services - the following charges will be made at the below rates:-

Within 1- 3 working days of the start 100%

Within 5 - 4 working days of the start 50%

### 8. Development Projects

For development projects we will be acting as an independent contractor, retaining all IPR in the finished development. During the development we will indicate the phasing and payment cycle we wish to follow. We view the development as a joint venture and therefore expect you to do your best to

achieve all the milestones of the project that are your responsibility in the same way you expect us to achieve our deliverable milestones. It is probably best for both of us to appoint project managers who can liaise with one another over progress. (see 16)

#### 9. Confidentiality

During any transaction both of us may become aware of information that is confidential to our businesses. We will both respect and honour this information during and after the transaction.

#### 10. Employment

In the event either of us wish to employ one of the others employees we will discuss the situation and come to an agreement about the best way forward for both of us and the person involved. We will try our best not to poach each others staff.

#### 11. Taxes

All prices quoted are exclusive of VAT, other taxes, delivery and reasonable expenses. These items, if charged, will be shown separately on the invoice. V.A.T. is added to the total at the standard rate.

#### 12. Proposal Validity

Unless otherwise stated the prices on this proposal are only valid for 30 days from the date of the quote. After 30 days you will need to confirm the prices are still applicable.

#### 13. Expenses and Travel

The costs are fully inclusive of road and rail travelling expenses within England and Wales but exclude air travel and overnight accommodation costs which will be negotiated.

#### 14. Man Days

Any work undertaken on a man day or time and materials basis is sold on a working day of 09:30 to 16:30 (Monday to Friday) . Man day work is undertaken on a best endeavours basis with no guarantee nor warranty that all tasks will be completed. If additional or alternative work is required you will be referred back to your sales contact.

#### 15. Provision of Data Transfer Services

The data transfer element of this quotation (if applicable), between Lotus Notes and any other application, is sold on a man day basis (see 14). In our experience a data transfer job can be extremely difficult to estimate until some initial investigations have been made. The time allowed for data transfer in this proposal is a 'best-estimate' given the information available, however a much longer period may be required to match your exact requirements. A more accurate estimate will be agreed after the initial investigation and this may be updated during the process.

#### 16. Provision of Development Services

The software development element of this proposal (if applicable) will include at least one opportunity for you to test the initial code that Kelros deliver. There will be a period of time scheduled (usually 14 days) for you to compile a list of bugs, errors & protocyple changes (see 18). In addition to this 14 day test period we will continue to respond to bug problems up to a total of 90 days after final delivery. Please note that any changes made to the template(s) by anyone else other than Kelros within this warranty period, will automatically result in the cancellation of this cover.

If you feel that test period does not allow you to fully test the system you must request a longer period of time to be scheduled, enabling us to schedule the appropriate resources to respond to your feedback. Invoices for development work will be issued as per the payment schedule and will be due within the standard terms of 14 days. The bug list, errors and protocyple changes will be completed and delivered after payment has been received.

#### 17. Provision of Training Services

Once a public or company specific training course is confirmed, we will issue you with an invoice. Payment must be made in full, at least 10 working days before the start of the course. If the customer cancels a delegate on a public training course or a company specific course, charges will be made at the following rates:-

Within 10 - 14 working days of the start 100%

Within 14 - 21 working days of the start 50%

Prices are inclusive of tuition, course materials (if applicable), lunch, refreshments and the reasonable use of materials, publications and machines (where applicable) by the delegate for the duration of the course. The price does not include any travel, accommodation or living expenses which the delegate may incur in attending the course

#### 18. Protocycling Definition

Lotus Notes/Domino is a Rapid Application Development (RAD) environment that allows for the generation of fully functional shell applications (rather than prototypes that look good, but are all "smoke and mirrors").

Kelros use this RAD approach to build functional applications, that can then be refined for look, feel and data retrieval. This is called protocycling and the fixed price development charge includes a stated number of iterations.

These protocycles are intended to allow the "polish" to be applied to the application - not to allow for changes in business process, workflow or the addition of extra functionality.

The application has usually been specified to include up to 25 views (and associated entries in an outline or navigator). Unless specifically stated in the main body of this specification the inclusion of more than 25 views in the application will incur an additional charge.

The addition of extra fields on forms that are completed by authors and editors will be accommodated within the fixed price charge. However, the addition of complex fields that are set/unset by other fields, actions, agents, etc will incur extra charge.

The addition of extra forms, dialogue boxes, actions or agents will incur extra charge.

All systems will be developed with basic web browser document viewing capability - unless stated in the specification body changing the application to be web enabled (document creation and editing, etc) will incur additional charge.

Major changes to the business process, workflow, authorisation matrices or functionality will also incur additional charge.

All additional charges will be discussed and agreed with you prior to the protocycling work being started.

Kelros' preferred approach is to develop the application to an agreed point (as per section 1) and then receive a single protocytle document with all changes required detailed. Kelros will use this document to respond showing those protocytle items that are included in the original fixed price and those items that are not.

#### 19. Warranty

Kelros warrants that the Software (shrinkwrap product and/or bespoke development) will for 90 days from the date of your purchase perform under normal usage conditions substantially in accordance with its product specification. Kelros does not warrant that the functions contained in the Software will meet your business requirements or that the operation of the Software will be uninterrupted or free from error. The sole obligation under this warranty shall be to remedy any nonconformity of the Software to its product specification. This warranty does not apply if you modify or enhance the Software in any way.

This constitutes the only warranty provided by Kelros in respect of the Software and the obligations and liabilities in this Agreement replace all implied guarantees and warranties, including any warranty of quality or fitness for a particular purpose.