

Terms and Conditions for the supply of Network Project Services

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1.0 Definitions

- 1.1 “Octavia” means Octavia Information Systems Ltd of WTG Building, 90 Union St, London SE1 0NW.
- 1.2 “Customer” means the Company to whom invoices are addressed for the Network Project in question.
- 1.3 “Network Project” means the body of work to be performed by Octavia to provide the Customer with specified deliverables relating to the Customer’s IT Network.
- 1.4 “Consultant(s)” means the individual(s) being supplied by Octavia to perform the Network Project.
- 1.5 “Working Hours” means 9.00AM to 5.30PM Monday to Friday excluding Public Holidays.
- 1.6 “Proposal” means the Proposal that Octavia will issue to the Customer to specify the Network Project and breakdown the component parts in terms of the consultancy tasks and equipment (hardware and software) required to fulfill the Customer’s requirements.
- 1.7 “Booking Form” means the sign off sheet that is appended to the Proposal for sign off and return by the Customer in order to confirm the Network Project booking in accordance with the Network Project Proposal.
- 1.8 “Validity Period” means the period for which the Proposal and the prices stated therein will remain valid for.
- 1.9 “Risk Register” means a document appended to the Proposal that records and assess risks that could impact upon the Network Project.
- 1.10 “Issues Log” means a document appended to the Proposal that will be used to record problems of a technical and logistical nature relating to the Network Project during the lifespan of a project.
- 1.11 “Change Request” means a request from the Customer that alters or adds to the requirements as specified in Proposal that has been confirmed via sign off and return of the Booking Form.
- 1.12 “Change Request Log” means a record of Change Requests that is appended to the Proposal.
- 1.13 “Bedding Down Period”: means the period of time following the Network Project during which Octavia undertake to resolve issues specifically associated with the Network Project free of charge.
- 1.14 “Fixed Price” means a pre determined price for the Network Project that is to be performed by Octavia as stated in the Proposal and accepted / confirmed by the Customer via sign off and return of the Booking Form.
- 1.15 “Time and Materials” means a variable price based upon an hourly / daily rate whereby the final charge will be dependent on the amount of time spent performing Network Project or specific elements of the Network Project by Consultants.

2.0 General

- 2.1 Octavia always reserve the right to determine whether Customer requirements will be dealt with as a Network Project or as a Consultancy Booking. Consultancy Bookings are governed by Octavia’s Terms and Conditions for the supply of Consultancy Services.
- 2.2 Octavia will deliver Network Projects within Working Hours unless the Customer’s requirement specifically states the need for the work to be performed outside these times.
- 2.3 If a Network Project in part or whole is to be performed outside of Octavia’s Working Hours the chargeable rates will increase. The actual chargeable rates and fees applicable to such time spent beyond standard Working Hours will be confirmed on a case by case basis.
- 2.4 When it is known at the time of creating a Proposal that certain parts of the Network Project need to be performed outside of Octavia’s standard Working Hours the additional rates for such work will be stated.
- 2.5 If during the course of a Network Project it is requested by the Customer or decided in conjunction with the Customer that certain tasks should be performed outside of Working Hours, Octavia will retain the right to charge fees in addition to those that may have been stated in the Proposal.
- 2.6 Return of a completed Network Project Booking Form will be deemed as confirmation of the booking and acceptance of these Terms and Conditions and the Fixed Price and / or the Time and Materials charging rate stated in the Proposal.



- 2.7 The returned Booking Form must include a signature from a representative of the Customer who is duly authorised to confirm purchases along with a Purchase Order number if / when applicable.
- 2.8 Confirmation of a booking by the Customer is taken as full acceptance of these Terms and Conditions.
- 2.9 Octavia reserves the right to subcontract work in order to fulfil any Network Projects or part thereof as they see fit.
- 2.10 These Terms and Conditions will apply to all bookings made by the Customer whether the work in question is to be delivered by Octavia employees or sub contractors representing Octavia.
- 2.11 Octavia reserves the right to allocate and / or substitute Consultants to Network Projects or specific tasks within bookings as they see fit, depending on the skills, experience and availability of Consultants.
- 2.12 Octavia reserves the right to cancel a Network Project at any point up to the receipt of the commencement fee from the Customer.
- 2.13 Octavia reserves the right to suspend work on a Network Project at any time if the Customer is in any way in breach of these Terms and Conditions including but not limited to, late or nonpayment.

3.0 Proposals

- 3.1 Proposals for Network Projects will include a breakdown of the tasks, actions and deliverables intended to fulfill the Customer's requirements.
- 3.2 Proposals may include options and choices for the Customer to consider in respect of Consultancy methodologies and or types of equipment (hardware and software).
- 3.3 When options are presented, a number of iterations of the Proposal may be required until a final Proposal is produced / presented.
- 3.4 Proposals will state a Fixed Price for the Network Project whenever possible.
- 3.5 If the Network Project or certain elements of the Network Project can only be performed on a Time and Materials basis, the Time and Materials charging rate will be stated.
- 3.6 Network Project Proposals will have a Validity Period of 30 days from the date of issue unless explicitly stated otherwise in the Proposal.
- 3.7 Network Project Proposals will have a Risk Register appended to it.
- 3.8 The purpose of the Risk Register is to help identify, analyse and manage project risks that will have an impact on the Network Project (such risks could be positive or negative) should they occur.
- 3.9 The risks identified in the Risk Register will have an impact upon the Network Project and that stated in the Proposal in respect of pre project planning, contingency, consultancy tasks and therefore price required to achieve the Network Project objectives.
- 3.10 Risks identified in the Risk Register will be allocated to a person or a party who is to be responsible for managing / mitigating the risk.
- 3.11 The ownership of risks relating to the Network Project will be discussed during the pre project planning process in order to ensure all parties are aware of and accept risk ownership.
- 3.12 When risks are owned by the Customer or a 3rd party with whom the Customer has a contractual relationship with, Octavia will be reliant on the Customer or the 3rd party to mitigate or manage the risk(s) in question.
- 3.13 If the Customer or the 3rd party fail to mitigate the risk(s) in question and Octavia are required to perform additional tasks in relation to the risk(s) that were not anticipated or included within the changes stated in the Proposal.
- 3.14 It is not possible to ensure that the Risk Register will be able to record and address every potential risk associated with a Network Project. However it will assist with mitigating project risks for the benefit of the Customer and Octavia.
- 3.15 The Network Project Proposal will have an Issues Log appended to it that will be used to record and track all issues that occur throughout the delivery of the Network Project.
- 3.16 The Network Project Proposal will have a Change Request Log appended to it.



3.17 Following the sign off of a Proposal via the return of a signed Booking Form, the Change Request Log appended to the Proposal will be used to keep a record of any / all Change Requests raised in respect of the Network Project.

4.0 Equipment, Licensing and Copyright

- 4.1 When a Network Project requires the installation and configuration of equipment (hardware and software) supplied by the Customer, Octavia will not accept any responsibility for the quality and performance of the equipment in question.
- 4.2 When the Customer purchases equipment (hardware and / or software), the Customer is responsible for all Warranties and Service Agreements with the suppliers / manufacturers of that equipment.
- 4.3 When equipment (hardware and / or software) is supplied via Octavia, Octavia will guarantee the suitability of the equipment specification for the purpose that has been specified by the Customer based upon the information provided by the Customer.
- 4.4 The warranty and insurance of items supplied by Octavia remain the responsibility of the Customer.
- 4.5 When equipment (hardware and / or software) is supplied by Octavia, Octavia's Terms and Conditions for Supply of 3rd Party Goods and Services shall apply for the supply of that equipment only.
- 4.6 When as part of a Network Project, the Customer requests that software is installed, configured or in any way utilised on their IT system the Customer is responsible for having the appropriate license for the intended use of that software.
- 4.7 The Customer accepts that whilst Octavia may advise on software licensing matters the Customer will be legally liable for maintaining, acquiring and proving that appropriate licensing agreements for all software in use on their IT system exists. Consequently the Customer will be solely legally liable to pay any fees, fines or other costs associated with software licensing.
- 4.8 When as part of a Network Project, the Customer requests that text or an image is used for any purpose, the Customer accepts responsibility for ensuring that text or image (either electronic or printed), does not infringe copyright or any other laws.
- 4.9 The Customer accepts that if the use of any text or images provided by the Customer results in Octavia infringing copyright or any other laws, the Customer will be legally liable to pay any fees, fines or other costs associated with their use and publication.

5.0 Consultants Expenses

- 5.1 If the Network Project will require Consultants to incur travel, accommodation and subsistence expenses that Octavia intend to charge for, the nature of those expenses will be stated in the Proposal.
- 5.2 If the cost of expenses that will be incurred by Consultants during the course of a Network Project is known, the costs of such expenses will be stated in the Proposal and included in the overall Fixed Price.
- 5.3 If the cost of expenses that will be incurred during the course of a Network Project is not known, the costs of such expenses will not be stated in the Proposal and will therefore be charged in addition to the Fixed Price stated in the Proposal.
- 5.4 If during the course of a Network Project it becomes apparent that Consultants will incur unavoidable expenses that were not planned for, Octavia retains the right to charge for such expenses in addition to the Fixed Price stated in the Proposal.

6.0 Delivery of Network Projects

- 6.1 Octavia will always endeavor to have a pre project planning meeting with the Customer prior to the commencement of the required works.
- 6.2 Such pre planning meetings may require input from the Customer and will take place in person or via the telephone as is seen fit.
- 6.3 If Octavia are restricted from gaining access to the premises where the Network Project is to take place prior to the commencement of the works, Octavia will not accept responsibility if the physical nature of the premises or the infrastructure is not suitable or adequate for the intended Network Project deliverables.



- 6.4 In undertaking a Network Project, the work to be performed by the Consultant will be strictly in accordance with the specified consultancy tasks from the Proposal that are intended to achieve the required deliverables associated with the Network Project.
- 6.5 Following the sign off of a Proposal, any additional requests for work from the Customer, prior to or during the delivery of Network Project will be deemed to be a Change Request.
- 6.6 When a Change Request is submitted by the Customer (either verbally, or in writing via email, fax or letter) or when a Change Request occurs as a result of suggestions / option presented by Octavia, Octavia reserve the right to take the required time to fully assess the Change Request. This may result in a delay to the planned work for the Network Project regardless of whether the Change Request is confirmed as being required or not.
- 6.7 Change Requests may have no impact on the overall charges being levied for the Network Project as stated in the Network Project Proposal. In these circumstances the Change Request will be listed in the Change Request Log in order that there is a record of the Change Request and the consequent the alteration to the required deliverable/outcome from the Network Project.
- 6.8 Change Requests may have an impact on the overall charges being levied for the Network Project as a whole as stated in the Network Project Proposal. Additional tasks, equipment and charges will be quoted and levied for accordingly. If approved (signed off) by the Customer the quote / change proposal / booking form for the Change Request in question will be and annexed to the Change Request Log Appendix.
- 6.9 Any quote / change proposal / booking form for a Change Request provided by Octavia is based upon the additional tasks, equipment and charges required at the time presented and no specific Validity Period will apply.
- 6.10 If the Customer opts not to confirm the Change Request at the time of a quote / change proposal / booking form being presented Octavia will continue in accordance with the original Consultancy tasks as stated in the Network Proposal.
- 6.11 If at a later date the Customer decides to reconsider the Change Request or if the Customer asks Octavia to proceed as per the quote / change proposal / booking form presented previously, Octavia reserve the right to re assess the quote / Proposal / booking form on the basis that the tasks, equipment and charges may have altered by this point in time.
- 6.12 As stated in section 4 above, if the Network Project requires Octavia to install or utilise equipment that the Customer has not purchased from Octavia, Octavia will in no way guarantee the suitability of the equipment for its intended purpose.
- 6.13 In circumstances when equipment provided by the Customer is not suitable, Octavia reserves the right to re-assess the time and tasks needed and log a Change Request that may incur additional charges. Alternatively it may be deemed not possible to perform the required Network Project in whole or part.
- 6.14 If the Customer requests that Octavia's Consultant(s) deal directly with a 3rd party supplier due to a Warranty or Service issue resulting in a delay that could not have been envisaged by Octavia, Octavia reserves the right to levy additional charges beyond the Fixed Price quoted.
- 6.15 If it is discovered that any additional hardware equipment or software licenses or 3rd party services are required in order to fulfill the Network Project in addition to that previously stated, Octavia will provide an additional Equipment quote specifying the items required and the costs for those items which will be chargeable in full to the Customer.
- 6.16 If it is discovered that any additional hardware equipment or software licenses or 3rd party services are required in order to fulfill the Network Project in addition to that previously stated, Octavia may have no choice other than to suspend work until the required items are available / licensed.
- 6.17 The Risk Register and Issues Log will be a maintained by Octavia's Consultants throughout the lifespan of the project.
- 6.18 The primary purpose of both the Risk Register and the Issues Log will be to assist with the project management of Network Projects, however they will be made available for the Customer to review upon request.
- 6.19 The Customer accepts that no matter what degree of planning and risk reduction is performed as part of or prior to the delivery of Consultancy, there is a possibility that the work undertaken by Octavia will not achieve the desired results or that the work performed will have an unforeseen and unavoidable impact on another aspect of the Customer's IT system.



- 6.20 The Customer must accept that it is inherent to most Network Projects that users of the Customer's IT system may experience some disruption during the course of the delivery of the Network Project and Octavia will not be held liable for such disruption.
- 6.21 Octavia will aim to keep such disruption to a minimum however unless preplanned and included within the Proposal the works and associated disruption will take place during normal Working Hours.
- 6.22 Support for unrelated issues that occur in respect of the Customers IT system at the same time as the delivery of the Network Project will be excluded from the scope of the Network Project.
- 6.23 If the Customer requires Octavia to deal with such unrelated issues, Octavia will deal with them via a pre existing Support contract if such an arrangement exists. If no such agreement exists Octavia will levy charges at a minim rate of £85 per hour.
- 6.24 Ongoing support in relation to the deliverables required via a Network Project is excluded from the scope of the Network Project except for during the Bedding Down Period when issues relating specifically to the Network Project will be dealt with free of charge.
- 6.25 If the work required to fulfill a Network Project, takes the Consultant longer than that specified, but the additional time is not due to any other factors other than the task being underestimated, Octavia will bear the cost of the additional time taken.
- 6.26 Whilst the additional time required for Fixed Price bookings will not incur additional charges when the required time to fulfill the Task List has been underestimated, Octavia will not be liable to the Customer as a result of any additional disruption or inconvenience.
- 6.27 Octavia will attempt to deliver the Network Project at an pre determined point in time in accordance with a project schedule agreed with the Customer.
- 6.28 When a point in time has been agreed for the work to be performed, Octavia will endeavor to adhere to this time but will not be held liable if the work needs to be postponed or rearranged due to the late delivery of equipment, absence of staff or any other unforeseeable matters that may cause disruption.
- 6.29 For all Network Projects Octavia's Consultant(s) will record their hours of work in the Octavia time sheet application. These time sheets will be made available to the Customer upon request.
- 6.30 When a Fixed Price for a Network Project has been agreed the Customer will have no basis upon which to request a refund or a reduction in the price if the overall time spent delivering the Network Project, as specified in the Proposal, is less than the actual time required.
- 6.31 Upon completion of the tasks and deliverables specified in the Proposal, Octavia will demonstrate the results of their actions in order to confirm that the required deliverables have been provided.
- 6.32 Upon confirming with the Customer that the tasks and deliverables stated in the Proposal have been performed / provided, Octavia will be deemed to have fulfilled its obligations in respect of a Network Project.
- 6.33 If once Octavia has fulfilled its obligations in respect of a Network Project, the Customer requires a different outcome to that achieved in whole or part, the Customer accepts that a Change Request will need to be logged in order for Octavia to perform additional tasks in order to change or alter the outcome.
- 6.34 It may be that due to unforeseen issues the intended works cannot be completed as expected and that exceptions may exist.
- 6.35 When exceptions exist meaning the Network Project is not complete, Octavia will either:
 - 6.35.1 commit to fulfilling the outstanding tasks as soon as is possible
 - 6.35.2 implement a work - a- round to provide an alternative solution that is deemed to be acceptable by the Customer
 - 6.35.3 revert the issue to the appropriate 3rd party supplier if the issue relates to the performance of a 3rd party product and is consequently beyond the control of Octavia.



- 6.36 When the circumstances stated in clause 6.25.3 above apply, the Customer must accept that Octavia cannot be held responsible for the issue beyond maintaining contact with the 3rd party supplier and providing feedback accordingly.
- 6.37 When exceptions exist meaning the Network Project is not complete, invoices will not be raised and issued until the remaining tasks are concluded unless:
- 6.37.1 it is agreed by both parties that the remaining tasks /actions should not be completed
- or
- 6.37.2 the remaining tasks are put on hold by the Customer indefinitely,
- 6.38 Under the circumstances described in clauses 6.37.1 and 6.37.2 above Octavia will raise invoices on a pro rata basis for those actions / tasks from the Proposal that have been completed.

7.0 Bedding down period

- 7.1 Upon completion of the tasks specified in the Proposal, the Bedding Down Period will commence.
- 7.2 Outstanding technical problems and knock on effects that are inevitable in delivering Network Projects will be addressed during the Bedding Down Period.
- 7.3 During the Bedding Down Period Octavia will respond to incidents relating directly to the Network Project free of charge. Work to investigate such incidents will commence ASAP and at most, within 1 business day of the incident being raised.
- 7.4 Investigation and fixes will be performed remotely if possible.
- 7.5 If it becomes apparent that an incident is independent of the work performed by Octavia in respect of the Network Project in question, (e.g. Virus issues, hardware failure/corruption, problems stemming from 3rd party services such as internet connections). Octavia reserve the right to charge for the time spent dealing with the issue at the minimum rate of £85 per hr net.

8.0 Project Sign Off

- 8.1 During the Bedding Down Period at a point in time when all outstanding technical problems and knock on effects appear to have been addressed, Octavia will request a Network Project wash up meeting with the Customer.
- 8.2 The purpose of the wash up meeting will be to discuss the project in terms of the Customer's experience and give the Customer an opportunity to provide feedback. Octavia will also check through the issues log with the Customer and confirm that all tasks are satisfactorily completed.
- 8.3 Octavia will seek formal sign off of the works from the Customer and request that the Customer complete a formal Customer Satisfaction questionnaire in respect of the Network Project at the Network Project wash up meeting.

9.0 Payment Terms

- 9.1 A commencement fee invoice of 50% of the Network Project consultancy (labour) fees will be issued at the point of sign off / return of the Network Project Booking Form from the Customer.
- 9.2 Payment of the Commencement fee will be due upon receipt of invoice. Payment must be received by Octavia prior to any equipment (hardware and software) being ordered or the Network Project being undertaken by Octavia commencing.
- 9.3 Octavia retain the right to cancel or postpone a Network Project at any time up to the receipt of a Commencement fee payment.
- 9.4 Octavia retain the right to suspend a Network Project if it has already commenced and payment of the Commencement fee has not been forthcoming.
- 9.5 An equipment fee invoice for 100% of the value of the equipment required for the Network Project as specified in the Proposal will be raised once all the equipment has been delivered to the specified location, either Octavia's offices, the customer's offices or another location as specified by the Customer.
- 9.6 Payment of the equipment fee invoice in full will be due upon receipt of invoice.



- 9.7 Prior to payment of the equipment invoice in full, the ownership of the items (Hardware and Software) remains vested in Octavia.
- 9.8 Failure to pay the equipment invoice in full in a timely fashion may lead to the suspension of the Network Project and may potentially cause the removal of the equipment if it has been delivered to the Customers site. Alternatively if the equipment has been delivered to Octavia, the equipment may be held at Octavia's offices until payment is received in full prior to the shipment of the equipment to the Customer's site.
- 9.9 A project completion fee invoice of 50% of the Network Project consultancy (labour) fees will be issued at the point when the tasks stated in the Project Proposal are complete which will coincide with the commencement of the Bedding Down period.
- 9.10 Payment of the Completion fee invoice will be due strictly within 30 days of invoice date.
- 9.11 Failure of the Customer to pay the completion fee on time may lead to the suspension of support service for the Customer's IT system as a whole or the suspension of assistance in respect of the completed Network Project specifically.
- 9.12 If required, a further invoice for any travel, accommodation and subsistence expenses incurred by Octavia's Consultants, will be issued in a timely fashion once such expense receipts are collated.
- 9.13 Octavia retain the right to alter the standard payment terms for Network Projects as stated herein, based upon credit history with a Customer or any other circumstances as they sit fit.
- 9.14 If alternative payment terms are to be offered to the Customer, the payment terms will be stated in the Proposal applicable for the Network Project and will be deemed to have been accepted by the Customer upon sign off of the Proposal.
- 9.15 For work performed on behalf of UK registered companies all amounts invoiced will be subject to VAT payable at the rate of 17.5%
- 9.16 If any payment remains outstanding for services or equipment provided, Octavia reserves the right to recover on a full indemnity basis any costs incurred collecting overdue payments including interest at a rate of 4% above the Bank of England base rate.
- 10.0 On going Support and Maintenance**
- 10.1 Upon completion of the Bedding Down Period and receipt of final payment / sign off from the customer the configuration changes / enhancements resulting from the Network Project in question will be covered by the existing support agreement if such an agreement exists between Octavia and the Customer.
- 10.2 If no such agreement for the provision of IT support services exists between Octavia and the Customer, Octavia will be happy to provide quotes and information relating to the IT support services it offers.
- 11.0 Complaints**
- 11.1 In the event that the Customer is dissatisfied with the quality or performance of a Consultant, the Customer shall inform Octavia immediately, stating the basis for dissatisfaction. If, in the view of Octavia, the situation merits it, Octavia will withdraw the Consultant immediately and will make best endeavors to provide a replacement.
- 11.2 In the event of any other complaint by the Customer in respect the delivery of a Network Project, the Customer shall notify Octavia immediately and no later than 5 working days after the completion of the Bedding Down Period in writing (email will be deemed as "in writing").
- 11.3 Failure to notify Octavia of a complaint as stated above will absolve Octavia from any liability in respect of the time taken, methodology or techniques used by Octavia in delivering the Network Project.
- 11.4 Upon notification of a complaint, Octavia will assess the basis of the complaint and provide a response accordingly in writing (email will be deemed as "in writing").
- 11.5 If the complaint is due to a technical matter that is deemed to be within the scope of the Network Project that Octavia have failed to address, Octavia will make every attempt to resolve the technical matter immediately or explain why the matter remains unresolved and what actions are required to resolve the problem.



- 11.6 If the complaint is due to a technical matter that is deemed to be beyond the scope of the Network Project, Octavia will clarify why it is beyond the remit of the Network Project as specified in the Proposal. If the Customer then wants to log a Change Request Octavia will provide a change proposal / quote / booking form accordingly.

12.0 Data Protection

- 12.1 Octavia aims to keep the Customer's data as private as possible. The Customer acknowledges that in certain situations Octavia's staff may be in a position to see the contents of files on the Customer's System. Octavia will apply every safeguard to ensure that their staff do not violate the privacy of the Customer's data in any way.
- 12.2 Octavia undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.
- 12.3 Octavia have taken reasonable steps to ensure the reliability of any of their staff who have access to personal data processed in connection with the Network Project.
- 12.4 Octavia undertake to act only on the Customer's instructions in relation to the processing of any personal data in connection with the Agreement; and undertake to allow the Customer access to any relevant premises on reasonable notice to inspect our procedures described above, prior to or during the project.
- 12.5 The Customer understands that they can use encryption and personal security programs to increase the security and privacy of their files. The Customer agrees that if any of its files are particularly private then such precautions will be used. The Customer agrees that if they are required under any professional or statutory regulations to keep their data confidential or secure then they will encrypt them so that Octavia's Consultants cannot have access to them when working on the Customer's equipment.
- 12.6 The Customer must accept that this may prevent Octavia from completing the Network Project as planned or may require input from the Customer in order to allow Octavia to complete the Network Project.
- 12.7 The Customer understands that Octavia are not authorised by any financial regulators such as the UK Financial Services Authority or the US Securities and Exchange Commission.
- 12.8 Octavia may gather and hold personal data about the Customer's employees, including names, physical and email addresses, and telephone numbers. Octavia do not hold Customer credit card information.
- 12.9 Octavia's Privacy Policy states how Octavia will use and protect personal data. This is included within Octavia's overall IT Security Policy which is available upon request.
- 12.10 All of Octavia's employees sign a Client Data Confidentiality Agreement as part of their Contract of Employment, a copy of which is available on request.

13.0 Intellectual Property Rights

- 13.1 Intellectual property rights in respect of Network Projects involving infrastructure solutions including hardware, operating systems and 3rd party software:
- 13.1.1 The system shall remain the property of the Customer and legal ownership shall remain vested in the Customer along with any changes made to the system via the Network Project.
- 13.1.2 Any documentation associated with the Network Project is the property of the Customer. This will be provided to the Customer upon request as long as the Customer is not in the process of disputing matters relating to the Network Project or any other work undertaken by Octavia.
- 13.1.3 The knowledge and expertise that Octavia utilise or gain in order to perform Network Projects as required/requested by the Customer will inherently remain vested in Octavia and the Consultant(s) in question.



14.0 Warranty

- 14.1 Octavia warrant that all Network Projects will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.
- 14.2 When relevant in respect of the delivery of Network Projects, Octavia do not warrant that the operation of the System will be uninterrupted or error free over any specified period of time either during or upon completion of the Network Project.
- 14.3 Octavia do not warrant the performance of third party hardware and software. Advice and support from 3rd party manufacturers will be sought where necessary and when available. Octavia have partnership agreements with key suppliers and manufacturers to enable such support to be obtained but cannot warrant the quality or accuracy of advice and support received from 3rd parties.

15.0 Limitation of Liability

- 15.1 The liability of Octavia for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the Network Project
- 15.2 In no event shall Octavia, its partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts by Octavia.

16.0 Confidentiality

- 16.1 Each party undertakes to the other to treat all information (in any form) exchanged in relation to all Network Projects for the duration of the booking and beyond as strictly confidential.

17.0 Solicitation

- 17.1 The Customer will make no approach or offer relating to employment to a Consultant or any other employee of Octavia introduced by Octavia.
- 17.2 Upon completion of a Network Project or upon completion / termination of any other bookings / agreements under which Octavia may deliver services to the Customer, the Customer agrees not to engage any Consultant or employee introduced by Octavia in any form without the written consent of Octavia for a period of six months from the conclusion of the most recent booking / agreement.
- 17.3 Octavia reserve the right to charge the Customer if a Consultant or employee is engaged in employment by the Customer or by any 3rd party introduced by the Customer. It is agreed the Customer shall pay an introductory fee to Octavia the equivalent of 40% of the annual remuneration package (including benefits and commission) of the Consultant or employee in question.

18.0 Entire Agreement

- 18.1 No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.
- 18.2 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.
- 18.3 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. Octavia and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.
- 18.4 Headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions.

19.0 Notice

- 19.1 Any notice given under the Agreement by the Customer to Octavia shall be provided in writing by post or fax as set out below:
 - 19.1.1 Postal address: Octavia Information Systems Ltd, WTG Building, 90 Union Street, London, SE1 0NW. **Fax Number:** 020 7928 9226



19.2 Any notice given under the Agreement by Octavia to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change its contact details from time to time if required, by the provision of notice to Octavia.

20.0 Governing Law

20.1 The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

