

This Contract of Engagement supersedes all prior agreements between the parties. Any mutually acceptable and authorised Work Order will be appended to this Contract of Engagement and supercede, as necessary, the corresponding elements in this Contract.

This agreement is between the following parties: The Client, and Alfred Ashley Group Ltd, hereinafter referred to AAG.

Throughout this Contract of Engagement, reference is made to AAG' current Rate Card, which is hereby incorporated into this agreement in its entirety and made a part of this agreement as though it were set out herein.

Definition of Work

A) Services will be principally comprised of ongoing projects, ad-hoc training, project management, network administration, procurement, troubleshooting, upgrades and proactive planning. Individual projects and tasks will be planned and executed based on schedules developed primarily with the Primary Technical Contact listed below.

B) Specialty consulting services, such as Certified Data Cabling, Hosted E-mail and bespoke development, will be estimated on a per project basis. Desktop Level Support service is defined as for Standalone PCs, Hardware/Software. Server Level Support is defined as for Networked PCs, Multi-user Applications. It should be noted that hourly project estimates are not a fixed-price commitment and are only an estimate, based on needs analysis and network design.

Materials

A) Due to the dynamic nature of the industry, estimates for hardware, software, peripherals and procured services are not a fixed-price commitment and are only estimates, based on needs analysis and network design. Prices and specifications are subject to revision at the time of ordering. Client will be notified verbally, or in writing upon request, of any material differences before proceeding.

B) From time-to-time, in support of projects and tasks scheduled with Primary Technical Contact listed below, AAG will manage the procurement of technology assets and services. This will include, but isn't limited to, interviewing and selecting suppliers, developing specifications, securing price quotes, preparing Purchase Authorizations, placing orders, tracking open orders and determining supplier compliance to specifications following delivery. All estimated product prices exclude freight and applicable VAT.

Terms

A) Minimum Charges – see Rate Charge.

B) Credit Limit – Pending Client's completion of a credit application and satisfactory credit reference inquiry results, Client's credit limit will be set.

C) Payment Terms — Payment shall be by Direct Debit only, collected within 14 days of invoice, unless otherwise agreed in writing. Any extension or credit allowed to the Customer may be changed or withdrawn at any time.

Interest shall be payable on overdue accounts at the rate of 4% over NatWest Bank PLC base rate to run from the due date for payment until receipt by the Company of the full amount whether or not after judgement. Where an account requires litigation to collect an overdue debt an administration fee of £100 plus V.A.T. at the prevailing rate will be payable.

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“Providing The Total IT & Communications Solution”

Website: www.AAG-UK.com Email: sales@AAG-UK.com

Registered Office: 38 High Street, Northwood, Greater London, HA6 1BN

Reg. No: 3241962 VAT No: GB 680 8928 89

AAG reserves the right to deduct late fees from Client's retainer deposit when applicable. In addition, AAG reserves the right to stop all work, until the account is brought current, in the event that any Client invoice is more than 30 days past due. Client agrees to bear full responsibility and reimburse AAG for any and all collection costs incurred by AAG due to Client's non-payment or late payment of fees and other costs enumerated herein. Such collection costs may include but are not limited to, legal fees and court costs.

D) Retainer Deposit — 1 Months deposit is required to consummate this Contract of Engagement.

E) Facilities Description — The Client is provided with a telephone number that is known as the support line, which will be operational between the hours of 09:00 to 17:00 Monday to Friday except for Bank Holidays. Only calls made to this number or emailed will be processed as a helpdesk call. At the point a helpdesk call is made either an immediate response will be given or else an expert in the particular field will respond within the agreed time according to the service Level purchased.

The Support Line number is 0203 758 9010. It is also possible to email support questions to Support@AAG-UK.com.

F) Termination Procedure — The support agreement will continue in 12-monthly periods unless terminated by the Client. Should the need arise to withdraw from the contract a notice period of 3 months is to be given to AAG by the Client prior to the next contract anniversary.

G) Changes to the contract — AAG can change the Conditions (including the charges) at any time. However, in the case of a change of charges, The Client will have a 28 day period, following publishing, in which they may raise any objections.

AAG will publish the changed Conditions 28 days prior to instatement and the Client will have access to and be informed of the location of latest and definitive contract.

H) Software Licensing – AAG does not support unlicensed software. Client represents that all installed software is licensed. In the event that Client has any unlicensed software on premises, Client is responsible for notifying AAG of such so that a remediation plan can be prepared and implemented to assist Client in achieving 100% license compliance. Client is responsible for all media and should maintain an inventory of media. Should AAG attend site and are unable to complete the job due to unavailable media, full payment will still need to be made.

I) Recruiting or Hiring of AAG Staff and Contractors — Client agrees to not recruit or hire or retain any AAG staff and/or outside contractors for employment or work of any kind, either as an employee or an independent contractor, except through AAG, during the duration of AAG servicing Client and for a period of twelve months thereafter. In addition, Client recognises that because of the substantial recruitment and training costs in the Information Technology industry, Client agrees that liquidated damages for such a breach will be 25% of the staff member's or contractor's then current annualized compensation, subject to a £10,000 minimum.

J) Accountability and Change Management — In order to maximize accountability for ensuring the ongoing security, reliability and performance of Client's network, Client agrees that all packaged ("off the shelf" or "shrink-wrapped") and custom software being added to the network will be reviewed and tested by AAG Ltd. Client also agrees that the nominal expense associated with testing software, prior to deployment on the production network, is minimal relative to the potential exposure of introducing untested software into a "live" environment. In the event that there are additional costs or difficulty in getting a software supplier's cooperation in this respect to securing software media, license keys, or documentation, one of the Principal Contacts listed below agrees to inter-cede to secure the software supplier's cooperation. In addition, Client recognises that risk is minimized when AAG evaluates planned software purchases prior to committing to a purchase decision. Please note that there is an £60.00-hour minimum for lab testing of industry specific software. In the event the Client chooses to bypass this recommended course of due diligence, Client agrees that AAG cannot be held responsible for unplanned or untested changes or additions to the network. AAG will give Client the option of having AAG attempt to repair the problem; however, this will be at a 15% rate premium, depending on the nature of the emergency and the level of skill required to solve the problem.

K) Sanctity of Administrator Password — Client agrees that all reasonable attempts will be made to ensure only authorised and properly trained Client employees are privy to the current administrator password(s). AAG recommends that a minimum of two Client employees, but no more than three, be entrusted with this responsibility. In addition, Client agrees that these authorised employees who have access to administrator password(s) will be available for both initial and ongoing training with AAG staff.

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L) Risk of Data Loss — Client assumes all risk of data loss from any and all causes or in any way related to or resulting from the repair or service of computer hardware, software or other equipment by AAG Ltd. Client agrees to bear full responsibility for all data backup prior to any repair or service of computer hardware, software or other equipment by AAG Ltd. Client hereby releases AAG from any claim or liability related to data loss for any reason whatsoever.

M) Computer Viruses — AAG agrees to make best effort to protect Client's computer systems from computer viruses providing the client has purchased the necessary recommended anti-virus software. Client assumes all risk of computer viruses and will not hold AAG responsible. Client is responsible for the costs of consulting time and materials required to remove any computer viruses.

N) Indemnification — Client shall indemnify and hold harmless AAG from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable legal fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of AAG Ltd, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this agreement.

O) Money Back Guarantee — AAG will credit Client in the event that AAG fails to achieve the Service Level Agreement targets specified for problem reports in Appendix A. In the event that AAG fails to achieve said targets on 80% of problem reported by Client during the course of the contract period, AAG agree to recompense Client 15% of the annual retainer value for every 5% achieved below target. This calculation will be done annually but performance statistics will be reviewed and reported monthly by AAG.

P) Jurisdiction — The laws of the England and Wales shall govern this agreement, its terms and conditions. Client agrees that the proper forum for any claim arising under this agreement shall be in London.

Principal Contacts

A) Primary Financial Contact (authorised signer) – Please email contact name(s).

B) Primary Technical Contact (Client on-site project manager, responsible for prioritisation of projects and tasks, authorisation to schedule work and act on-behalf of Primary Financial Contact) – Please email contact name(s).

C) Invoice Contact (invoices will be sent to this person at address listed above; unless listed below, this person is not authorised to request service orders and materials purchases from AAG Ltd) – Please email contact name(s).

D) Additional Authorised Contact(s) – Please list any additional employees beyond (A) and (B) above who can request and authorise service orders and materials purchases from AAG Ltd. – Please email contact name(s).

Enforceability of Surviving Parts

A) Entire Understanding – This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

B) Unenforceability of Provisions – If any provision of this Agreement, or any portion thereof, is held to be invalid and un-enforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Appendix A Definitions

Support Line

The Support Line is 0203 758 9010. Only calls made to this number or emailed to Support@AAG-UK.com. will be processed as a helpdesk call.

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Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or any request to add functionality to an existing system. Such requests are only covered under this agreement if under five days of effort.

Escalation Procedure

There are two levels of support provided under the terms of this Agreement. These levels, which are integrated into the Clients' support process, are defined as follows:

General Support—This is support provided by AAG' help desk when it receives the Support Request from their Client. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to AAG Specialist Support, which are the infrastructure support specialists.

Support Requests are taken and processed by AAG helpdesk as follows:

| Help Desks | Hours |
|-----------------|-----------------|
| Gold coverage | 4 Hour Response |
| Silver coverage | 8 Hour Response |
| Bronze coverage | No SLA |

Specialist Support—This is support provided by AAG infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. AAG and the Client jointly determine the initial severity rating for the Support Request. Level 2 support personnel, when required may then negotiate with the Client to modify this severity after the report is elevated to them.

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The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings. Work requests with level of effort more than three days are not covered as part of this service level agreement.

| Severity 1 (Critical) | Severity 2 (High) | Severity 3 (Medium) | Severity 4 (Low) |
|--|--|--|--|
| Business and financial exposure | The application failure creates a serious business and financial exposure. | The application failure creates a low business and financial exposure. | The application failure creates a minimal business and financial exposure. |
| Work Outage | The application failure causes the client to be unable to work or perform some significant portion of their job. | The application failure causes the client to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. | The application failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks. |
| Number of Clients Affected | The application failure affects a <i>large</i> number of clients. | The application failure affects a <i>small</i> number of clients. | The application failure may only affect one or two clients. |
| Workaround | [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]< | | |
| There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). | There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). | There may or may not be an acceptable workaround to the problem. | There is likely an acceptable workaround to the problem. |

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Appendix B

Roles and Responsibilities

[The Client]

The Client has the following general responsibilities under this agreement:

- The Client will conduct business in a courteous and professional manner with AAG.
- The Client users, clients, and/or suppliers using the applications stated in the Statement of Work will use the AAG help desk to request support.
- The Client will provide all information required to open a support request.
- The Client will assign severity codes adhering to the correct usage of these codes as defined in this Agreement.
- Once a support request has been submitted, the Client will make themselves available to work with the AAG support resource assigned to the support request.
- The Client will continue to provide AAG access, software, licensing, training, documentation, and support of its fault reporting system.
- The Client will provide all of the necessary and requested documentation, information, and knowledge capital to AAG prior to the start of support of a new application.
- The Client will provide AAG with reasonable access (via remote telecommunications or on-site access at the Clients premises) to copies of the Licensed Software to the extent necessary, in AAG discretion, to enable AAG to meet its support obligations as set forth in this Agreement.
- The Client, at its sole expense, will provide access via the Internet. AAG shall be entitled to use this Internet connection in discharging its responsibilities under this Agreement. AAG shall have no liability to the Client if AAG' ability to render support is impaired by the Clients' inability to provide telecommunications functionality required for remote support.

AAG

AAG has the following general responsibilities under this agreement:

- AAG will conduct business in a courteous and professional manner with the Client.
- AAG will log all information from the Client required to establish contact information, document the nature of the problem and the Client's hardware/network environment (as applicable).
- AAG will attempt to resolve problems remotely on the first response.
- AAG will be the interface on behalf of the Client to development and other organizations as appropriate.
- AAG will obtain the Clients' approval before problem report closure.
- AAG will provide helpdesk reports on a regular basis.
- AAG will work within the customers' procedures/systems wherever possible.

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Appendix C

Rate Card

For details, see the relevant Contract of Engagement for Annual Service Agreement.

| | Annual Service Agreement | Without a Service Agreement |
|--|---------------------------------|------------------------------------|
| Gold | £199.00 / Month | N/A |
| Silver | £99.00 / Month | N/A |
| Bronze | N/A | N/A |
| Desktop PC Support | £25.00 / Qtr hour | £45.00 /Qtr hour |
| Server/LAN/WAN Support | £25.00 / Qtr hour | £45.00 /Qtr hour |
| After Hours Emergency Service* | Excluded | Add 100 % |
| Minimum Charge for Phone and E-mail Support | 1 Credit (15 mins) | 2 Credits (30 mins) |
| Minimum Charge for On-Site Service | £300.00 | £300.00 |
| Travel Time for On-Site Service | Included | Charged at 50% hourly rate |
| Dedicated Project Manager | Included | N/A |
| Priority Response Time for Emergencies | Included | Excluded |
| Remote Support Software | £35.00 /device | £35.00 /device |
| Access to Network of Local IT Partners and Contractors | Included | N/A |
| Quarterly Planning Session | Included | N/A |
| Annual IT Audit | Included | N/A |

*After Hours Emergency Service is any work performed outside of normal business hours (M-F, 09:00 to 17:00 excluding bank holidays)