

## ***iter-o* - CUSTOMER AGREEMENT**

**Customer Name:**.....

**Customer Address:**.....

**Customer Contact Details:**.....

**Number of Customer Unique Identifiers:**.....

**Authorised Signature of Customer:**..... **Date:**.....

It is agreed as follows:

### **1. Interpretation**

1.1 In this Agreement the following terms and expressions shall have the meanings ascribed to them as stated below;

"GSCS" means GSCS Information Services Limited of 2 Station Road, Chertsey, Surrey KT16 8BE, England.

"the Customer" means the Customer whose name appears above.

"*iter-o*" means the computer controlled internet based information system made available to the Customer by GSCS

"*iter-o* Database" means the transaction information contained within the *iter-o* database as updated and amended by GSCS from time to time.

"*iter-o* Services" means provision of access to the information contained within the *iter-o* Database through the procedures and criteria described in the *iter-o* User Guide.

"*iter-o* User Guide" means the guide supplied to the Customer following the signing of this Agreement and any revision thereto that GSCS shall supply to the Customer from time to time.

"Password" means any confidential password, code or number, whether issued to the Customer by GSCS or adopted by the Customer and accepted by GSCS which may be used to access *iter-o*.

1.2 Unless the context otherwise requires the expression "the Customer" shall be construed as applying to any subsidiary company or third party of the Customer detailed above as the same may be amended from time to time as if a separate Agreement containing the same terms and conditions as are contained herein has been entered into by and between GSCS and each of the said entities. For the avoidance of doubt, the rights and obligations of each of the said entities shall be joint and several.

1.3 In the Agreement a reference to a subsidiary company shall be construed in accordance with Section 736 of the Companies Act 1985.

1.4 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

### **2. Supply of Services**

2.1 GSCS agrees to make available and supply to the Customer the *iter-o* Services subject to the Customer's agreement to follow the procedures in the latest *iter-o* User Guide received by the Customer and the terms and conditions contained in this Agreement.

2.2 The Customer agrees to pay the scale of charges as the same may vary from time to time for the provision of the *iter-o* Services as specified in the Tariff supplied to the Customer from time to time by GSCS ("the Tariff").

2.3 GSCS may only vary the Tariff with the agreement of the Customer.

### **3. Computing Equipment, Systems and Software**

3.1 The Customer shall be responsible for providing, maintaining and upgrading suitable computing and communications equipment and systems in order to make full use of the *iter-o* Services and in particular shall ensure that the equipment and systems used are of a type specified as suitable by GSCS in the *iter-o* User Guide.

3.2 GSCS shall not be responsible for the compatibility or reliability of equipment, systems or software supplied to the Customer by third parties and used in conjunction with the *iter-o* Services

3.3 GSCS warrants that the *iter-o* Services will conform at the date of supply in all material respects with the current specification described in the *iter-o* User Guide. Due to the nature of the service and to circumstances beyond GSCS's control, GSCS cannot warrant that the *iter-o* Services will be operated free from error or interruption.

### **4. Security Provisions**

4.1 The Customer agrees to comply with and obey all the terms set out in the *iter-o* User Guide under the heading "Security Provisions".

4.2 GSCS assumes no responsibility for fraudulent or unauthorised use of the Password.

4.3 The Customer shall ensure that the security measures within the Customer's control both as described above and as set out in the **iter-o** User Guide are adequately and properly maintained.

**5. Confidential Information**

5.1 GSCS shall take reasonable care to ensure that information pertaining to the Customer remains confidential and protected from access by third parties save that the Customer hereby authorises GSCS to provide third parties with such information relating to the Customer's activities as may in GSCS's reasonable opinion be necessary to comply with the order of any court, government agency, regulatory organisation or other lawful authority in any jurisdiction.

**6. Limitation of GSCS Liability**

6.1 Except to the extent attributable to the wilful act, default, negligence or misconduct of GSCS, its officers or employees or as specified elsewhere in this Agreement, GSCS shall not be liable for any loss or damage suffered by the Customer, whether direct or consequential as a result of using **iter-o** Services.

6.2 GSCS's liability under any claim or series of claims arising out of this Agreement or the **iter-o** User Guide shall, in aggregate, in respect of any claim or series of claims arising in any calendar year, not exceed the amount payable by the Customer for the **iter-o** Services in the calendar year in which the claim arose, or if the **iter-o** Services have been provided for a period of less than 12 months then over such fewer number of preceding months as are applicable.

**7. Term and Termination**

7.1 This Agreement shall not be terminated as a result of the termination of any other agreement under which GSCS supplies services to the Customer.

7.2 This Agreement shall continue unless terminated by either party giving to the other no less than 90 days prior notice in writing.

7.3 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect the accrued rights and obligations of the parties at the date of termination and the continued existence and validity of the rights and obligations of the parties under those clauses in this Agreement which are expressed to survive termination.

**8. General**

8.1 This Agreement together with the **iter-o** User Guide and the Tariff and any other documents referred to in this Agreement as all these documents are amended from time to time shall constitute the entire agreement between the parties relating to the subject matter of this Agreement and shall supersede all previous such agreements.

8.2 If there is any conflict or inconsistency between the provisions of this Agreement and the **iter-o** User Guide or any other document referred to in this Agreement then whichever of the documents was more recently reviewed by GSCS and supplied to the Customer shall prevail.

8.3 GSCS reserves the right to change and (or) add to the terms and conditions contained in this Agreement, on giving the Customer 30 days' notice in writing.

8.4 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of such right or remedy under this Agreement.

8.5 GSCS shall not be in breach of this Agreement in the event of failure to provide the **iter-o** Services due to circumstances beyond its control.

**9. Governing Law and Jurisdiction**

This Agreement is governed by and shall be construed in accordance with English Law and each party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and determine any suit or action or proceedings and to settle any disputes which may arise out of or in connection with this Agreement.

**10. Alterations to this Agreement for Foreign Jurisdictions**

The Customer acknowledges that the use of the **iter-o** in relation to Customer information in certain countries or states is subject to specific local legislation. The Customer hereby agrees to be bound by any supplementary conditions which it may be necessary to include in this Agreement to take account of such legislation.

**Authorised Signature of GSCS:**.....