



Standard Terms of Trade

Development, Support and
Maintenance Services

November 2008

1. Confidential Information

Itechne's staff treats all information from clients as being "Commercial-in-Confidence". Confidential information of any nature that either party discloses to the other party regarding any aspect of their business shall be defined clearly in writing prior to it being made known to the other party. Once confidential information is disclosed it will be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the original party.

2. Support and Maintenance

Systems will be supported and maintained by itechne under the Monthly Solution agreement specified in the booking confirmation.

Itechne uses a combination of high grade systems, back up, and email/SMS alert to ensure site downtime is as low as possible. Historical uptime for itechne hosting is above 99.5%. Client queries will be addressed within 1 working day.

3. Ownership

Itechne retains ownership of its source code and products. Client owns the IP in their original content and the visual presentation. The content and the visual presentation (the imagery and text) can be used by the client elsewhere without restriction. Itechne uses CSS for presentation and the XHTML is generally common templates. The visual presentation rendered by the source code (HTML, CSS, XLS, etc) remains property of the client and can be used as needed by the client. The content is available as XML to ease importing to other systems.

4. Termination

Either party can end the contract with (30) days written notice.

5. Credit Terms

Unless otherwise agreed, credit terms are strictly seven (7) days. Itechne reserves the right to discontinue work where credit terms are not met.

6. General Liability

In no event shall itechne or its suppliers be liable for any accidental, consequential, incidental or indirect damages of any kind (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or of the inability to use the system. In no event shall itechne's liability for any claims whether in contract, tort or other theory of liability exceed the purchase price of the products, services or work contracted, unless such limitation of liability is otherwise prohibited by law.

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