

SUMMARY TERMS & CONDITIONS

This document is designed to give an overview of the Terms and Conditions for Darklake Developments Limited (Darklake). Please refer to the footer on each page of your proposal or contract document to ascertain which Terms and Conditions are relevant to you.

1 **Contract Matrix**

Used to prepare final proposal, at the most basic level this means the goods and/or services and the prices at which they are charged. It also contains variations to the main contract terms, where these specifically say something like "unless mentioned in the proposal". This would apply to the type of carriage, delivery dates or payment terms, if these are at all unusual.

2 **Pre-sales Agreement**

Before we conclude a contract with you, we will necessarily be giving each other information and other pre-contractual support. This term governs the basis of our pre-contractual relationship. They also govern our relationship in relation to any discussions between us where a contract exists, but which fall outside that contract. By continuing negotiations after you have received this document, we each demonstrate that we agree to abide by its terms.

3 **Summary of Main Terms**

Our supply of hardware, software and services (including maintenance, training etc) is performed under our General Terms of Hardware, Software and Consultancy supply. A copy of which is available on request.

4 **General Terms and Conditions of Software, Hardware and Consultancy**

This is the main term and defines the basis of our contract with you. It includes amendments to specifications, Rights of others and Permissions, Intellectual Property, Unusual Circumstances, Payment Price and Payment Terms, Confidentiality and Poaching, Disputes and Data Protection.

5 **Standard Terms for the Supply of Hardware**

Issued in conjunction with Terms No. 4 - Specific terms for the supply of computer hardware, detailing Conformity with Description and Warranties, Retention of Title, Delivery, Installation and On site repair, Warranties, Support and Maintenance, Safety and Disposal.

6 **Standard Terms for the Supply and Licensing of Software**

Issued in conjunction with Terms No. 4 - this term details the supply of 'shrinkwrap software'. It includes the Agreement to Supply, Payment of Licence Fee, Media Warranty, Specifications, Software licensed by Us, Software licensed by a Third Party, Software Warranty, Unlicensed Software, Our Liability, Configuration of Software, Termination, Compliance with Instructions, Installation and Parties to this contract.

7 **Standard Terms for the Development of Software**

Issued in conjunction with Terms No. 4 - this details the supply of 'bespoke software', either the development of new software or the bespoke alteration of standard software. It includes an Agreement to Develop, Definitions, Duration, Preparation and Approval of Specification, Testing, Acceptance and Delivery of the Software, Cost of Development work, Software support and Enhancement, Warranty, Our Liability, Copyright, Patents, Trade Marks and Other Intellectual Property Rights, Licensee's obligations and Parties to this contract.

8 Standard Terms for the Supply of Consultancy

Issued in conjunction with Terms No. 4 - this details the supply of consultancy. It includes an Agreement to Supply, Standard Care, Charges, Additional Services, Intellectual Property, Provision of Assistance, Staff, Copyright, Termination, Liability.

10 Standard Terms for the Supply of Software Support

Issued in conjunction with Terms No. 4 – this details our service regarding the supply of software support. It sets out what we will provide to you in the way of support, what is covered by support, and what we require from you to do this.

11 Standard Terms and Conditions for the Provision of Training Services and Seminars

This applies to any training courses and seminars undertaken at one of our training centres located in either Kingsteignton or St. Agnes. It includes Definitions, Services, Materials and Copyright, Orders, Description of Courses, Cancellation, Speakers, On Site, Provision of Equipment and Location, Number of Delegates, Car Parking and Transport, Catering and Special Needs, Location and Payment.

12 Core Software Licence

This term applies to bespoke software developed by Darklake. It details the licence, duration of licence, restricted uses and termination. **IMPORTANT:** Unlicensed use of copyright software is illegal and can result in criminal proceedings. We treat software piracy seriously and will not hesitate to take all legal means available to stop it.

13 Shrinkwrap Software Licence

This term applies to the supply of 'shrink wrapped software', such as Microsoft Word, Excel, Pegasus or Sage Software. **IMPORTANT:** Unlicensed use of copyright software is illegal and can result in criminal proceedings. We treat software piracy seriously and will not hesitate to take all legal means available to stop it.

14 On-screen Software Licence

This term is applicable if the licence is embedded in the software which will then display on the customer screen prior to use. **IMPORTANT:** Unlicensed use of copyright software is illegal and can result in criminal proceedings. We treat software piracy seriously and will not hesitate to take all legal means available to stop it.

16 Sub-contract agreement for the Provision of Maintenance Services

This term is used when Darklake use a sub contractor to carry out all or part of a project. The sub contractor must agree to this term prior to any work being undertaken.

18 Unauthorised use disclaimer -

If you install unauthorised software or hardware or make unauthorised changes to the configuration you are in breach of your agreement and we will not be responsible for the consequences. You will lose any right to support or maintenance which will then have to be paid for.

Please ensure that before signing any contract with Darklake Developments Limited that you have read and understood the full Terms and Conditions. A full copy of these are available on request from our website (www.darklakedev.com), or in printed form by contacting us by telephone on 01392 267292, or by post at The Senate, Southernhay Gardens, Exeter EX1 1UG.