

## CUSTOMER DETAILS

Organisation: .....

Authorised Signatory: ..... Position: .....

Address: .....  
.....  
.....

Tel. No: ..... Email: ..... Fax No: .....

Purchase Order: ..... VAT No: .....

## SUBSCRIPTION DETAILS

No. of Standards Required (please attach list): .....

No. of users requiring access .....

No. of sites requiring access: .....

**TOTAL PRICE:** . £ ..... PER ANNUM

We, the customer, hereby order the above Click2View subscription service on the terms and conditions overleaf.

Signed: .....

Date: .....

## 1. Definitions

"Customer" means the party who wishes to subscribe to the Click2View standards.

"ILI" is ILI Ltd, trading as SAI Global – ILI Publishing, the supplier of the Click2View Subscription whose registered office is situated at Index House, Ascot, Berks, SL5 7EU, UK.

"User" means the actual user of the Click2View service.

"Subscription" is defined in Clause 4 hereof.

"Click2View" is the Subscription service to view, print and obtain updates on a collection of full text standards defined by the Customer delivered through the web site of ILI.

"Working Days" means all UK weekdays other than Saturdays, Sundays, Bank or statutory holidays.

## 2. Payment

The Customer shall pay the total price of the Subscription. Payment of all invoices rendered by ILI shall be made by the Customer within thirty (30) days of the invoice date. If payment is not received by ILI within this period, ILI shall have the right to withhold all further supplies to the Customer until payment is received in full.

## 3. Ownership

All standards supplied under the Click2View Subscription shall at all times remain the title and property of the Publisher of the standards and the Customer shall not give, bargain, sell, assign, transfer, lend, part with the possession of or otherwise deal with or dispose of or purport to do so (including information or any other benefit or advantage derived from or the use of or rights in Click2View) or the benefit or burden of this Agreement.

## 4. Term and Cancellation

This agreement shall be for a minimum period of one-year commencing on the day access is given to Click2View (known as the Subscription year). Thereafter this agreement continues from year to year until cancelled. The agreement may be cancelled at the end of any Subscription year by either party giving written notice to the other at least 30 working days before the end of the Subscription year subject at all times to the conditions of clause 13 hereof. ILI may terminate this agreement by written notice at any time if the agreement between the Publisher and ILI is terminated. In this event only, ILI shall make a refund to the Customer to the value of the unexpired part of their Subscription. Refunds will not be made for any other reason.

## 5. Subscription Price

(a) The Subscription price will depend upon the number of standards covered by the Subscription, the total number of employees with access to the subscriber's network, the number of sites at which access to Click2View is required and the number of concurrent users requiring access to the Subscription. If the subscriber wishes to change any of these parameters during the course of the Subscription year and the price is less than the price in force at the beginning of the Subscription year, then the new price will take effect only at the renewal of the next Subscription year. No refund will be made. If any change results in the price being greater than the price in force at the beginning of the Subscription year then the new price of the Subscription under the new parameters becomes immediately payable for the full Subscription year, and ILI will issue a supplementary invoice to cover any increase.

(b) ILI reserves the right to change the Subscription Price with effect from the start of any Subscription year and will give written notice at least 30 days prior to the date of any such change. The renewal invoice will constitute the "written notice" for this purpose and the terms of Clause 18 as regards first class recorded delivery will not apply to this particular notice.

(c) A minimum price will apply for provision of Click2View which will be subject to review at the sole discretion of ILI from time to time.

## 6. Supply

Click2View will be updated from time to time and any updated standards on the Subscription will be supplied to the Customer. The Customer will receive an email each month detailing any standards on their Subscription which have been cancelled, superseded or have a new version. New versions and superseding standards on the Subscription will automatically be available to the Customer. Cancelled and superseded standards on the Subscription will not be available to the Customer unless the Customer confirms in writing that

they are to be included and any extra fee is paid for their inclusion. ILI shall not be liable in respect of any failure to meet a specified

delivery date due to circumstances outside the reasonable control of ILI. It is the responsibility of the Customer to notify ILI of non-receipt of the Subscription or any documents within the Subscription.

## 7. Copyright

The copyright and title to the standards contained on Click2View remains with the publisher of the Standard. Copyright and Title to all other material and software whether written or electronically coded or prepared by ILI is and remains with ILI.

## 8. Covenants of the Customer

The Customer covenants:

(a) Not to copy (with the exception of the rights detailed in 9 below), transfer, transmit, sell, license, lease, give, download, modify, publish, assign or otherwise reproduce, disclose or make available to others or create derivative works from any document contained in the Subscription or any portion thereof, without the express written permission of the publisher.

(b) Not to use Click2View to combine with any other information with the object of offering it on line or in any manner to third parties.

(c) Not to access Click2View data from any terminal or location which has not been included in the number of network users or sites given to ILI by the Customer in order to determine the price of the Subscription.

## 9. Use of Documents

(a) The Customer may view and print a single copy of a document contained in the Subscription for reference purposes only and only for internal purposes within the site on which such copies are made, providing such copies are dated and destroyed after the reference usage, typically no more than 60 working days after use, subject to the exception described in clause (b) below. Such copies may not be filed to form part of any hard copy reference collection.

(b) Where the Customer has a specification or tender requirement to reproduce a document or portions of a document as part of its documentation for external submission in response to a tender, the necessary pages of the document, including the whole document if required, may be reproduced and submitted provided a copyright notice is included. The Customer shall notify ILI of any such use. For internal and archival purposes only, a paper copy may be attached to the Customer's documentation and shall be considered a permanent part of that documentation.

(c) Under no circumstances is the Customer permitted to reproduce all or part of any document for external use or for use in any other site or group of sites, except as set forth in (b) above.

(d) The Customer may not remove any proprietary markings or electronic watermarks, including any copyrights and trademarks.

(e) The Customer may copy a maximum of 25% of the content of a document within the Subscription and paste it to another document for internal use. The copied content in the new document must contain a copyright notice "Copyright [name of publisher] Date where date is the date of copyrighted material. Such content is licensed for use only for the duration of the relevant Subscription.

## 10. Indemnity

The Customer shall be liable for and shall indemnify ILI against all or any of the following:

(a) Any loss caused by the Customer's failure to perform its obligations in relation to this Agreement;

(b) Any claims of third parties rising out of or relating to the use of Click2View by the Customer;

(c) All liabilities relating to any loss or damage of whatsoever nature suffered by whosoever as a result of the use of Click2View by the Customer.

## 11. Warranties

All warranties, conditions, representations or other terms whether express or implied relating to the suitability or the fitness of Click2View for any particular purpose, to their accuracy or completeness, whether arising by reason of statute, common law or otherwise are hereby expressly excluded to the fullest extent permitted by law.

## 12. Liabilities

(a) Nothing in this Agreement affects ILI's liability for personal injury and death arising out of ILI's negligence and the Customer undertakes that it will not without ILI's prior written consent settle or compromise any such claim by a third party.

(b) ILI shall not be liable to the Customer for or in respect of any consequential loss to the Customer for or arising out of any breach of

this Agreement or any negligence in connection with the supply of Click2View hereunder. "Consequential Loss" shall include loss of profit, revenue, use, goodwill or other loss, any payment made or due to any third party, economic loss, any failure on the part of Click2View to perform any particular function, and any loss or damage caused by the delay of the supply of Click2View under this Agreement.

(c) The liability of whatsoever nature of ILI to the Customer arising out of or in connection with this Agreement shall be conclusively waived by the Customer if written particulars of any claim made by the Customer giving rise to the liability setting out full details of the specific matters in respect of which such claim is made is not received by ILI within (6) months after the date of the Customer becoming aware of the possibility of such a claim, and in no event shall the liability of ILI to the Customer exceed in total the annual Subscription price paid by the Customer under this agreement.

### **13. Force Majeure**

The parties shall not be responsible for any failure to perform or delay in performance in whole or in part or for any loss, damage, injury or delay wholly or partly caused whether directly or indirectly due to unforeseen circumstances or circumstances beyond their control or which they could not have taken reasonable steps as shall be appropriate in the circumstances to avoid including but not limited to natural disasters, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes and shortages of transportation facilities, fuel, labour or materials.

### **14. Termination**

ILI shall have the right to terminate this Agreement or suspend any access summarily without compensation to the Customer in the event of any breach of any or all of the terms and conditions of this Agreement by the Customer. ILI shall have the right to terminate this Agreement if ILI deem the Customer to be in competition with ILI. Upon termination of this Agreement for any reason:

(a) The Customer shall immediately delete any Click2View standards in their possession and cease using any data supplied under their Subscription.

(b) The rights of ILI to be paid the Subscription price in respect of the Subscription shall not be affected and the Customer shall pay to ILI the Subscription price payable under this Agreement to the date of termination to the extent that it remains unpaid together with all costs, charges and expenses accrued and owing to ILI under this Agreement or incurred or sustained by ILI in enforcing any of the terms of this Agreement;

(c) The terms of this Agreement which protect the proprietary rights of ILI shall continue in force.

### **15. Non Assignment**

This Agreement and the License contained herein shall not be assigned by the Customer.

### **16. Entire Agreement**

The parties agree that this Agreement supersedes all previous communications whether oral or written between the parties and constitutes the entire terms between the parties for the supply of Click2View.

### **17. Waiver**

No waiver by ILI of any breach of any of the terms of this Agreement by the Customer shall be considered a waiver of any preceding or subsequent breach of the same or any other provision.

### **18. Illegality and Unenforceability**

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall be enforceable.

### **19. Notices**

All notices (excepting those under Clause 5) which either party hereto may or as required to give or to serve upon the other party shall be sent by first class recorded delivery pre-paid at the address specified in this Agreement and the Post Office certificate of delivery thereof shall be proof of receipt of service.

### **20. Law**

This Agreement shall be governed by and construed in accordance with the laws of England.

### **21. Headings etc**

Words contained in this Agreement importing the plural meaning shall where the context so admit include the singular meaning and vice versa, and headings used in the "Terms and Conditions" section of this Agreement are for reference only and do not form part of this Agreement.

### **22. Priority**

These Terms and Conditions shall have precedence in all circumstances over any other terms and conditions of the purchaser unless expressly agreed in writing between the Customer and ILI. ILI will not be deemed to have accepted any Terms and Conditions of the Customer unless expressly agreed in writing by ILI to the Customer. This contract constitutes the entire agreement between ILI and the Customer.