

## T2 TERMS OF BUSINESS [TRAINING] – JUNE 2008 EDITION

These Terms of Business record the basis upon which we undertake training for our Clients. We aim to provide a high standard, efficient and cost effective service; if you are not satisfied please tell us.

### Performance

All commitments with respect to the timing and content of our training courses are made in good faith. We agree to use our best endeavours to fulfil such commitments.

### Bookings

Public courses will be offered on a first come, first served basis. Each course is subject to a maximum attendance of 6 delegates. Provisional bookings can be made but will not become firm bookings until payment has been received.

### Course Fees

All bookings will be confirmed in writing. You agree to pay us according to the price structure outlined, as amended by subsequent written correspondence. Prices are calculated exclusive of VAT which will be added to your invoice. The price includes the provision of relevant software for the duration of the course and course certification. Lunch and refreshments are included in the course price only when it takes place at one of our training centres. Course material is not included in the price unless otherwise agreed.

### Course Timings

Course Registration	09.15 – 09.30
Start	09.30
Coffee Break	10.45 (approx)
Lunch	12.30
Coffee Break	14.30 (approx)
Finish	16.30

Times can be varied to suit the client by prior arrangement.

### Payment Terms

In the absence of any other agreed payment terms, all invoices shall be payable in full prior to attending a training course. We reserve the right to cancel a booking should the booking fee not be made on time. Late payments, where accepted, will attract the rate of interest in force at Lloyds TSB Bank at the appropriate time.

### Cancellation Rights

By the Client: Cancellations may be made by telephone, but should be confirmed in writing by email or fax within 2 days of the cancellation call. Cancellation fees will apply as follows:

Less than 3 working days notice – 100% of the course cost

3-5 working days – 50% of the course cost.

By T2: In the event of circumstances beyond our reasonable control, it may be necessary for us to cancel a course and you will be notified of the cancellation as soon as possible. Liability for costs, regardless of the amount of notice given, or the circumstances upon which we are forced to cancel, will be restricted to the cost of the course. If a requested trainer is not available, an alternative trainer with similar skills will be provided to teach the course.

### Liability for Advice Given

We provide information, advice and services in good faith based upon information available at the time. We do not warrant the accuracy of information provided. Therefore, we accept no liability for the consequence of our information, opinions and advice, whether direct or indirect.

### Publicity

We shall have the right to publicise the fact that you are, or were, a client and to utilise your company name in publicity materials in this respect. We may also describe in general terms the type of training conducted for you, but shall not be permitted to link the two without your prior permission. Wherever the results of any training work are quoted by you, you agree to make due reference to us so as to make it clear who carried out the training, except where we explicitly waive this right.

### Confidentiality

We agree to hold all information provided by you as confidential where you so request, save where such information is known to us already, or exists in the public domain. You agree to hold confidential all information about our proposal(s), fee structure, fees and personnel.

### Recruitment of Personnel

You undertake not to attempt to solicit or procure the services of our training staff without our written permission.

### Disputes

Any dispute shall be first discussed in good faith between us to try and find an amicable solution. If agreement cannot be reached either party, upon giving 30 days notice in writing to the other, may submit such dispute to arbitration under the Rule of Conciliation and Arbitration of the International Chamber of Commerce within the English legal system. Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English Courts.

### Authority

You confirm that you are authorised to place an order on behalf of your company and that all of these terms have been read, understood and agreed. If signing on behalf of a 3rd party company, the authorising signatory will ultimately be responsible for any non-payment of fees due.

## T2 TERMS OF BUSINESS [VR] – JUNE 2008 EDITION

These Terms of Business record the basis upon which we undertake work for our Clients. We aim to provide a high standard, efficient and cost effective service; if you are not satisfied please tell us.

### Performance

All commitments with respect to the timing and scope of a project are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may be relevant to performance on specific points (for example, un-foreseeable difficulty in obtaining certain critical information). For this reason, whilst we agree to use our best endeavours to fulfil such commitments on the timing and scope of the project, we cannot guarantee performance in either respect.

### Confidentiality

We agree to hold all information provided by you as confidential where you so request, save where such information is known to us already, or exists in the public domain. You agree to hold confidential all information about our proposal(s), fee structure, fees and personnel.

### Fees and Expenses

You agree to pay us according to the fee structure outlined in our Proposal, as amended by subsequent written correspondence. All incidental expenses such as DVD reproduction, prints and presentation materials are included in the fee cost unless otherwise stated in our Proposal. Costs are calculated exclusive of VAT which will be added to your bill.

### Payment Terms

In the absence of any other agreed payment terms, all invoices shall be payable in full within 14 days of the invoice. We reserve the right to charge interest on amounts that are not paid within 21 days of presentation at 4% above Lloyds TSB Bank base rate. You should note that where it has been agreed that a payment is to be made 'in advance', work will not commence until payment is actually received. You should also note that in the case of stage payments, we shall have the right to suspend all work should these payments not be made on time to the agreed schedule. Any adverse impact that such delays may have on the completion schedule shall be at your sole responsibility.

### Cancellation Rights

A project shall be regarded as a whole unless there are specific break points agreed in advance. Where no such break point is agreed, you shall be liable for the totality of the project value, whether or not you wish the work to be completed. Where there is a break point, you may choose not to continue the work into the next phase without penalty. Should the project be cancelled when a stage is underway, you shall be liable for payment in full of the current stage. Specific terms apply to cancellation in the event of a 'conflict of interest', 'client insolvency', 'illegal activities', or 'force majeure'. A copy of these specific terms is available on request.

### Liability for Advice Given

We provide information, advice and services in good faith based upon information available at the time. We do not warrant the accuracy of information provided. It is for you to decide whether or not to accept our advice in making your own management decisions. Therefore, we accept no liability for the consequence of our information, opinions and advice, whether direct or indirect.

### Rights of Ownership

We have a substantial body of intellectual property. This 'underlying IP' includes, but is not limited to 3D product libraries, databases, and complex technology combinations. For this reason we do not transfer any of our underlying IP to you. However, we do grant you a royalty free licence to copy freely any material provided by us as part of the work commissioned by you, provided that distribution of these copies is exclusively within your organisation and, if used externally, for the specific purpose described in our Proposal.

### Publicity

We shall have the right to publicise the fact that you are, or were, a client and to utilise your company name in publicity materials in this respect. We may also describe in general terms the type of work conducted for you, but shall not be permitted to link the two without your prior permission. Wherever the results of any commissioned work are quoted by you, you agree to make due reference to us so as to make it clear who carried out the work, except where we explicitly waive this right.

### Recruitment of Personnel

You undertake not to attempt to solicit or procure the services of our staff who are involved in the performance of your project and for a period of six months thereafter, without our written permission.

### Limitation of Liability

Without prejudice to other more restrictive limitations, liability on the part of us is limited to the value of the contract with you or the value of the loss whichever is the smaller. We shall under no circumstances be liable for any consequential loss to any party arising from the provision of visualisation or computing technology and we accept no liability for the consequences of our information, opinions and advice, whether direct or indirect.

### Disputes

Any dispute shall be first discussed in good faith between us to try and find an amicable solution. If agreement cannot be reached either party, upon giving 30 days notice in writing to the other, may submit such dispute to arbitration under the Rule of Conciliation and Arbitration of the International Chamber of Commerce within the English legal system. Any disputes or claims shall be governed by and construed in accordance with English law and the jurisdiction of the English Courts.

### Authority

You confirm that in accepting our Proposal, you are authorised to place an order on behalf of your company and that all of these terms have been read, understood and agreed. If signing on behalf of a 3rd party company, the authorising signatory will ultimately be responsible for any non-payment of fees due.