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Worldwide, MKinsight™ a comprehensive, highly configurable,  
powerful and easy to use Audit And Risk Management System.

**MKinsight Quotation For:**

**County of El Paso**

**Issue Date:** 10 December 2018

**Quotation Ref:** USD 89498 /18

<b>MKinsight Annual Maintenance and Hosting Fees (January 6, 2019 to January 5, 2020)</b>	<b>Cost US\$</b>
Annual Maintenance Fee - MKinsight Perpetual Licenses x11	<u><b>6,193</b></u>
MKinsight Annual Hosting	<u><b>5,100</b></u>

**TOTAL (US\$)** **11,293.40**

**Notes:**

The quote is in US Dollars (US\$) and excludes any applicable VAT and out-of-pocket expenses

This Quotation is valid for 30 days

If you have any questions, please feel free to contact:

Dustin Jones T: +1 847 440 5515  
E: djones@morgankai.com

Signed: \_\_\_\_\_  
County of El Paso

Date: \_\_\_\_\_  
**Email Back To:** djones@morgankai.com

**Billing Information**

<b>Contact Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	

## **MORGAN KAI LIMITED – STANDARD TERMS AND CONDITIONS OF BUSINESS**

### **Definitions**

- 'MKL' means Morgan Kai Limited (hereinafter referred to as MKL) a UK Private Limited Company (company number: 3528524), with its registered office at West One, Wellington Street, Leeds, LS1 1BA, UK.
- 'Customer' means the person or organisation included in the Quotation.
- 'Software' means the software specified in the Quotation.
- 'Services' means any services such as Training, Implementation Support, Installation Support, Hosting, Data Migration or other Services provided by MKL.
- 'Current License Fee' shall mean the then published cost per license.

### **Terms and Conditions**

- These Standard Terms and Conditions of Business shall apply to the sale of Software and Services by MKL to the Customer to the exclusion of all other Terms and Conditions including any which the Customer may purport to apply under any Purchase Order or similar document.
- No variation or addition to these conditions shall be effective unless agreed in writing by MKL.
- Nothing in these conditions shall affect the statutory rights of either MKL or the Customer.

### **Prices**

- The price for Software and Services shall be the price detailed in MKL's written Quotation.
- MKL reserves the right to vary the Quoted Annual Maintenance Fee (which is set at the rate stated in the written Quotation) – any price increase will be limited to a maximum of 5% per annum.

### **Payment**

- Invoices will be submitted in the currency specified in the written Quotation.
- All invoices for Software, Services and Maintenance shall be paid in full not more than 30 days from the date of invoice.
- Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 4% above the UK Base Rate charged by the Royal Bank of Scotland plc.

### **Warranty**

- MKL warrants that the Software will at the time of delivery correspond to the description given by MKL and the Customer warrants that they are satisfied as to the suitability of the Software for their purpose.

### **Delivery and Provision of Services**

- Delivery of Software and Services shall be made to the Customer's nominated address – MKL reserves the right to change the location of Service delivery if there are any Security or other Health and Safety concerns related to MKL employees being on the Customer's nominated site(s).
- In the case of Software, delivery shall be deemed to be when the Software is made available for download by the Customer.
- Failure by the Customer to pay any valid invoice shall entitle MKL to withhold any further delivery of Software and/or Services.

### **Maintenance Provisions**

- Maintenance services (which includes, help desk support, service packs and Software upgrades) can be renewed on an annual basis at the Quoted rate based on the then Current License Fee.
- The renewal of Maintenance services is at the sole discretion of the Customer.

### **Hosting Service**

- MKL provides a full secure Hosting Service to some Customers – if this has been included in the written Quotation all legal commitments relating to this Service are covered by MKL's Standard Hosting Agreement (for further information see: [http://www.mkinsight.com/agreement/Morgan Kai Limited - Hosting Services Agreement - 010110.pdf](http://www.mkinsight.com/agreement/Morgan%20Kai%20Limited%20-%20Hosting%20Services%20Agreement%20-%20010110.pdf)).

### **Force Majeure**

- MKL will not be under any liability whatsoever in the event that MKL is prevented or delayed from supplying or making delivery of any Software or Services by any reason or cause beyond MKL's control.

### **Expenses**

- The Customer shall pay to MKL all reasonable costs and expenses incurred by MKL in enforcing any of these Standard Terms and Conditions of Business.

### **Termination**

- MKL may, at its sole discretion, terminate the delivery of any Software, Services or Maintenance support if:
  - The Customer fails to pay any valid invoice when it falls due.
  - The Customer fails to remedy any breach of these provisions within 30 days of written notification of the need to do so.
  - If an Order is made or an effective resolution passed for the winding up of the Customer (other than for the purposes of amalgamation, reorganisation or reconstruction).

### **Dispute**

- In the event of a dispute between MKL and the Customer, should MKL request in writing, the Customer agrees to submit the dispute to arbitration by a competent authority in the UK.

### **Notices**

- Any notice given by either party may be sent by either postal letter, e-mail, fax to the address used in the normal course of correspondence at this or any time in the future.

### **Law**

- These Standards Terms and Conditions of Business shall be construed in accordance with the laws of England and Wales.