**STANDARD TERMS AND CONDITIONS**
**STANDARDS OF SERVICE AND LIMITATION OF LIABILITY**

IPWatch assures that its services will be carried out using reasonable care and skill in accordance with the client’s instructions.  However, IPWatch’s services are dependent upon third party suppliers of data and services such as official gazettes and journals, miscellaneous publications, electronic references, and outside translators and no warranty or other term is given with respect to such data or services. Therefore, IPWatch has no liability in respect to any errors in them.  IPWatch will use reasonable effort to ensure official gazettes and other publications arrive regularly, but cannot accept liability if they fail to arrive or arrive late, through reasons beyond the control of IPWatch.  IPWatch will have no liability to the client, in contract, tort or otherwise, for any loss of profit, wasted expenditure, costs of management time or any other indirect, special or consequential loss, damage, costs, expenses or other claims whether caused by the negligence of IPWatch, its staff, suppliers or otherwise arising out of or in connection with the provision of the services.

**RETAINER:**All fees are due the first day of the month or quarter as stated in the engagement letter.  The term of commitment shall be twelve months with no changes being made except upon renewal. IPWatch reserves the right to terminate its services if invoices are not settled when due.