

**BETWEEN**

**TRP Risk Limited** whose address is  
Technology Risk Limited  
Suite 1  
Second Floor Everdene House  
Deansleigh Road  
Bournemouth  
BH7 7DU

"We," "Us" or "Our" means TRP Ltd.

"You" or "Your" means [Name] or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. Each a "Party" and collectively the "Parties".

**1. PROFESSIONAL SERVICES**

Professional services are available to Client at TRP's current rates, to assist with installation and implementation, system design, technical consulting, training and/or other services described in Attachment A, or as may be mutually agreed upon, in writing, between the parties ("Professional Services") and subject to the following standard terms:

(a) Normal working hours are between 9 AM to 5.30 PM. A standard day is 8 hours. The minimum time that can be booked is half a day (i.e 4 hours). Professional Services performed (i) in excess of ten (10) hours per Services staff member on a business day are billed at 1.5 times standard rates, and (ii) on weekends and UK Bank Holidays are billed at a rate that is double the standard rates. Travel on weekends and public holidays and international travel are billed at cost with the prior approval of the Client.

(b) The client shall compensate TRP for all reasonable travel, subsistence and housing expenses incurred while performing Professional Services as described in Attachment A.

(c) TRP will use all reasonable venture to complete any such work or any part of it by the dates described in Attachment A, if any, but such dates shall be treated as approximate only unless otherwise agreed by TRP.

(d) Should Client cancel a Professional Services engagement less than five (5) business days prior to the date that such consultation was scheduled to commence, TRP shall have the options to bill the Client fifty percent (50%) of the estimated Professional

Service fees. If the cancellation is within two (2) business days of the scheduled commencement date, TRP shall have the right to bill the Client one hundred percent (100%) of the estimated Professional Service fees. Such fees shall be waived if TRP is able to reassign Services staff to another Professional Services engagement prior to the scheduled commencement date.

(e) TRP shall assign appropriately qualified staff or subcontractors to perform the services. The Services will be provided in a coherent and timely manner, using the necessary skill and expertise, and to a professional standard. By a 'professional standard', we mean the standard that is generally achieved in our industry by firms providing similar services

TRP undertakes to fix free of charge to Client any erroneous work illustrated to result from a serious failure by TRP, prior to the completion of TRP performing such Professional Services. If a warranty claim is found on investigation to be outside TRP's responsibility as detailed herein, TRP may charge Client for all the costs and expenses incurred by TRP in consequence of such investigation. TRP's liability as expressed above is TRP's liability for breach of warranty and is in lieu of and to the exclusion of any warranty or condition express or implied, statutory or otherwise, as to merchantability or fitness for a particular purpose.

(f) The parties shall act as independent contractors not as an agent or partner of, or joint ventures with the other party for any purpose and neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

**2. CONFIDENTIALITY**

(a) Each party may have access to the other party's Confidential Information. "Confidential Information" shall mean all tangible, oral and visual information (i) that is nominated as "proprietary" or "confidential" or by similar words by the declaring party at

the time of declaration and which if tangible is marked as such in writing and if oral or visual is confirmed as such by the declaring party in a writing delivered to the receiving party within fifteen (15) days of declaration, or (ii) which the receiving party should have considered to be confidential under the circumstances surrounding disclosure. In any event Sensitive Information shall include (but not be limited to) any and all non-public financial information, customer lists, product plans, product pricing and employee data. Each party agrees it will keep confidential and not reveal any such Sensitive Information to any third party for a period of three (3) years following the date of disclosure. Each party will take precautions, at least as great as the precautions it takes to protect its own sensitive information of a similar nature, which shall at least be reasonable, to prevent disclosure to any third party.

(b) Sensitive Information shall not include any information that; (i) was already known to the receiving party; (ii) is received from a third party; (iii) is or becomes publicly available by other than unauthorized disclosure hereunder; (iv) is independently developed by the receiving party without the use of such confidential information; (v) is approved for release by written authorization of the disclosing party; or (vi) is required to be revealed pursuant to any court order provided that the receiving party shall advise the disclosing party of such request in time for the disclosing party to apply for legal protection. Subject to Client's patent and copyrights, TRP shall be free to use residuals in the performance of these services and in its future products and services. The term "residuals" means information in a non-tangible form that may be inadvertently retained by persons performing services hereunder, including ideas, concepts, techniques or know-how contained therein.

(c) The Client grants TRP permission to use the Client's name and company logo for publicity and marketing purposes. TRP agrees to comply with conditions of use provided by the Client for such use of the Client's name and company logo. TRP intends to place the Client's logo on the TRP website with a brief description of the Client's business and a brief description of the Services performed in this Agreement. TRP would like to publish a quote from the Client and, if appropriate, a case study of the Services performed. TRP will seek the Client's permission to publish a case study, or Client testimonial prior to publishing any content in the public domain.

The Client agrees not to unreasonably withhold such permission. At all times TRP will adhere to the Confidentiality provisions in Clauses 2 (a) and 2 (b) above.

### 3. NON-SOLICITATION

Unless otherwise agreed, TRP will not, for whatever reason interfere with or endeavor to entice away from Client any person who at the date of cessation of the Agreement or during the period of six months preceding cessation was an employee or subcontractor of Client or Client's Group of Companies.

Client will not without the prior consent in writing of TRP during the Agreement and for a period of six months after its cessation for whatever reason interfere with or endeavor to entice away from TRP any person who at the date of cessation of the Agreement or during the period of six months preceding cessation was an employee or subcontractor of TRP.

### 4. INTELLECTUAL PROPERTY RIGHTS

(a) We shall ensure that all Professional Services related to intellectual property shall be proprietary. All Professional Services intellectual property shall belong to and vest in You. The parties all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

## **5. PRICES AND PAYMENT**

- (a) All prices are in pounds sterling, exclusive of VAT, and subject to change periodically.
- (b) The applicable fees for TRP Services staff shall be TRP's rates as specified.
- (c) Professional Services fees will be billed based on the number of hours worked per day (to the nearest thirty minutes) per TRP Services staff member. The client will be invoiced for all activities and for all reasonable travel, subsistence and accommodation expenses incurred in the preceding month while performing these activities, payable within thirty (30) days of the date of invoice.
- (d) The client is responsible for payment of all applicable VAT and any other applicable taxes as a result of the payment of Professional Services fees. Client will make all payments without reduction for any withholding taxes, which taxes shall be Client's sole responsibility, and Client will provide TRP with such evidence as TRP may reasonably request to establish that such taxes have been paid.

## **6. LIMITATION OF LIABILITY**

- (a) Liability for damages of any parties from any other cause of action whatsoever under this Agreement shall be limited to the amount paid or payable by Client for the specific engagement in dispute.
- (b) TRP shall not be responsible for failure to meet any obligations undertaken due to any cause outside its reasonable control.

## **7. SERVICE CONTRACT**

THESE SERVICE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. TRP FOR ITSELF AND ITS SUPPLIERS, DISCLAIMS ALL SERVICE WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.