

Service Agreement

(Customer Name)

This Services Agreement (the “Agreement”) is effective as of (date) (the “Effective Date”), and is made between Codec Solutions UK Ltd, with its registered office at [] (“Codec”) and [] (“Customer”).



Consulting Services Agreement

Number: FD-T&M-[xxxxxx]

1. Definitions.

“Commencement Date” shall be (date)

“Confidential Information” means any confidential or proprietary information or trade secrets of the disclosing party (i) marked as confidential at the time of disclosure, or (ii) orally disclosed but treated as confidential at the time of disclosure and designated as confidential in a subsequent written memorandum sent to the receiving party within thirty (30) days of disclosure, or (iii) which is obviously of a confidential nature.

“Services” shall mean work performed by CODEC for Customer, agreed to by the parties, under this Agreement. The schedule for Services will be agreed upon by the parties, subject to availability of CODEC personnel.

“Business Hours” means 09.00-17.30 hours, Monday-Friday, excluding UK bank holidays.

2. Period of Performance.

This Agreement supersedes all previous oral or written agreements between the parties. CODEC shall begin work on the Commencement Date.

3. Codec’s Duties.

Consulting Services. CODEC shall provide consulting services to the Customer in a professional manner. CODEC shall conduct its work in compliance with Customer’s security guidelines and so as to minimize interference with other operations at the Customer’s facility.

4. Time and Materials Rates.

CODEC shall charge Customer for work performed pursuant to this Agreement at the standard CODEC daily rates. Customer shall reimburse CODEC for reasonable travel, administrative, and out-of-pocket expenses incurred in conjunction with the Services. Any future work delivered by CODEC for Customer will be governed under the terms and conditions of this Agreement.



5. Payment.

CODEC shall submit an invoice that specifies the work done during such Customer mandated invoicing period and the applicable Time and Materials Rates. Customer shall pay to CODEC the invoiced amount within thirty (30) days of receipt. Any amounts not paid within thirty (30) days will be subject to interest of the lower of the legal interest rate or three percent (3%) per month, which interest will be immediately due and payable.

6. Limited Warranty for Services.

CODEC warrants that it will perform its services in a professional and workmanlike manner in accordance with generally acceptable industry practices. CODEC's sole and exclusive obligation pursuant to this warranty shall be to re-perform any work not in compliance with this warranty which is brought to the attention of CODEC by written notice within thirty (30) days after such services were performed. Limitations on Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CODEC DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

7. Limitation of Liability.

Other than any liability for death or personal injury, which shall be unlimited, or in connection with this clause herein codec's aggregate cumulative liability arising out of or related to this agreement (whether arising from contract, tort or otherwise) is limited to the total amount of fees paid by customer under this agreement. Codec shall not be liable for any indirect, special, incidental, or consequential damages, whether based upon contract, tort or any other legal theory, arising from its performance or nonperformance under this agreement.

8. Non-Solicitation.

During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof, the Customer will not employ any of CODEC's personnel (including contractors) who have been involved directly with providing Services hereunder. If any personnel are employed by the Customer, then the Customer is liable to pay CODEC an amount equal to 12 times that of the personnel's monthly gross remuneration at the time he or she terminated their contract with CODEC.



9. Exclusion of Third Party Products.

CODEC shall have no liability for third-party hardware or software which comprises any part of the System and Customer shall look to such third-party Codecs in the event of any claim related to such hardware or software.

10. Intellectual Property

Codec grants to the Customer a non-exclusive, non-sublicensable, non-transferrable perpetual licence to use the Software. In relation to scope of use (a) for the purposes of this Clause use of the Software shall be restricted to use of the Software in object code form for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer). (b) the Customer may not use the Software other than as specified in this Clause without the prior written consent of Codec, and the Customer acknowledges that additional fees may be payable on any change of use approved by Codec. (c) the Customer may make backup copies of the Software for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying. (d) except as expressly stated in this Clause the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless Codec is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request Codec to carry out such action or to provide such information (and shall meet Codec's reasonable costs in providing that information) before undertaking any such reduction.

The Customer may not use any such information provided by Codec or obtained by the Customer during any such reduction permitted under this Clause to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

The Customer shall not, (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part; (b) allow the Software to become the subject of any charge, lien or encumbrance; and (c) deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of Codec, such consent not to be unreasonably withheld or delayed.

Codec may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence.

Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall continue to belong to Codec, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.



11. Customer's Duties.

(i) fulfil Customer's responsibilities; (ii) provide CODEC with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals (iv) Customer will provide CODEC with adequate access to Customer's facility to perform all work required under this Agreement.

12. Equipment Selection.

Customer is solely responsible for making all decisions regarding equipment selection. CODEC disclaims all liability and responsibility for any equipment selection decisions made by Customer for hardware and software not purchased or licensed from CODEC, regardless of whether or not CODEC recommended or suggested the hardware or software for purchase or license.

13. Confidentiality.

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the Confidential Information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, CODEC may disclose Customer's confidential information to its subcontractors and affiliates.

14. Termination.

(a) This Agreement may be terminated by either party upon written notice in the event the other party fails to comply with the terms of this Agreement, and the failure continues for a period of thirty (30) days following receipt of written notice specifying the failure. (b) Customer shall pay CODEC for all Services rendered and expenses incurred as of the date of termination, and shall reimburse CODEC for all reasonable costs associated with any termination. (c) Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

15. Miscellaneous.

(a) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control. (b) This Agreement may not be assigned or otherwise



transferred without the prior express written consent of the other party. CODEC may use subcontractors to provide Services. (c) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in this Agreement, and shall be considered given when received. (d) No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. (e) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect. (f) This Agreement does not make either party an agent or legal representative of the other party, and does not create a partnership or joint venture. (g) The Customer agrees that Codec may make public announcements in relation to the Services it provides to the Customer (h) This Agreement may be executed by facsimile signatures and in one or more counterparts, each of which shall be deemed an original and constitute one and the same instrument. (i) Sections 6, 7, 11, 12 & 13 of this Agreement shall survive the expiration or termination of this Agreement. (j) This Agreement shall be governed by and construed under the laws of England and the parties accept the exclusive jurisdiction of the English courts.

Signatures

Codec

Signed: _____ Title: _____

Name: _____ Date: _____

Customer

Signed: _____ Title: _____

Name: _____ Date: _____



