



Resource4u Ltd

Standard Terms & Conditions

Resource4u Ltd – Standard Terms & Conditions of Contract

1. Engagement

The Company (Resource4u Ltd, 'service provider') is engaged in business offering professional services relating to activities directly or indirectly concerned with Information Technology. The company has considerable knowledge skills and experience in that field. Relying upon that skill(s) the Customer 'client' wishes to engage the Company to provide such professional services on the following terms.

2. The Services

- 2.1. During the term of this agreement, service provider shall provide the client with the services defined in **Schedule 1**
- 2.2. The client realises and recognises that the service provider is dependent on the client carrying out its own obligations as defined in Schedule 2
- 2.3. Changes to the services requests by the client may incur additional costs in accordance with increased resource requirement pressure depending upon the nature, complexity and size of change requests
- 2.4. Service contract terms are agreed in good faith
- 2.5. Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party if:
 - 2.5.1. the other party or any employee or permitted agent or subcontractor of the other party shall commit any serious or persistent breach of any its obligations hereunder and in the case of a breach capable of being remedied shall have failed to remedy the breach within 14 working days after receipt of a written request for such action;
 - 2.5.2. the other party shall pass a resolution for winding up otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction (or a court of competent jurisdiction shall make an order to that effect) or shall make any voluntary agreement with its creditors or become subject to an administration order or shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall cease or threaten to cease to carry on business
- 2.6. Place of delivery: services are delivered either at client site or other allocated place of work
- 2.7. Client delays to services: The service provider is entitled to adjustments to penalties or refunds due where client caused delays of any respect that prevented the service provider to perform its duties

3. Warranty

- 3.1. The service provider warrants that:
 - 3.1.1. It shall dedicate all due diligence and skills required to perform and deliver the services

4. Obligations to the client

- 4.1. The client shall (where required) provide, free of charge, suitable office accommodation and such secretarial, technical, telecommunications, and other facilities as are reasonably available for the service provider to deliver the services
- 4.2. Ensures that the client and its employees cooperate fully with the service provider to ensure smooth delivery of the services

5. Payment Schedule

- 5.1. As set in in **schedule 3**.

6. Security

- 6.1. The client is to ensure that the service provider's deployed personnel are given necessary access to the software and systems to deliver the services in accordance of this agreement
- 6.2. Where the client has security policies, the client must make the service provider aware of such policies. The service provider will have to make aware its deployed personnel to adhere to these policies
- 6.3. The service provider will make best endeavours to ensure clients' information and data are secured and protected against unauthorised access
- 6.4. A mutually agreed non-disclosure agreement (NDA) will be put in place relating to the delivery of the service. Any 3rd parties involved relating to the delivery of the service will also form part of the NDA.

7. Intellectual Property Rights

- 7.1. The service provider will retain exclusive interest in and ownership of its Intellectual Property rights in and to the Software and expressly reserves all rights not expressly granted under this agreement.
- 7.2. Any production (e.g. documents, source code, customisations, copyright etc.) and all other intellectual property rights shall belong to the client upon that the payment of that part of the contract price.
- 7.3. Except for rights expressly granted under this agreement,
- 7.4. nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
- 7.5. each party will retain exclusive interest in, and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.
- 7.6. Ownership of Intellectual Property. The service provider will retain all interest in and to the Service, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with the Service, including Company's name, logos. and trademarks reproduced through the Service.

8. Limitation of Liability & Indemnity

- 8.1. In no event shall the service provider be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of revenue, data or data use, incurred by client, whether in an action in contract or tort, arising from client's access to, or use of, the system or any contents processed through the system.

9. Insurance

- 9.1. The service provider shall maintain professional indemnity insurance covering the client during the contract term of the services in the sum of £1,000,000.

10. Force Majeure

- 10.1. Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control of a party to this Agreement including, without limitation, acts of God, failure of any subcontractor or supplier to perform its obligations to the service provider, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies and the party so delayed will be entitled to a reasonable extension of time for performing such obligations.

11. Confidentiality

- 11.1. The service provider and the client undertakes to the other party to
- 11.2. Keep confidential all kinds of information concerning the services, clients, personnel, finances, plans, business affairs, of the other party that it shall have obtained or received during the delivery of the services
- 11.3. Secure that all relevant parties including personnel, agents, subcontractors, comply with obligations of confidentiality

12. Sub-contracting

- 12.1. The service provider may sub-contract any or all of its rights and obligations under this agreement provided that the service provider remain liable for the service delivery performance

13. Dispute Resolution

- 13.1. Any dispute that arises out of this agreement 'a dispute' between the two parties, will be attempted to resolve it by negotiating it in good faith
- 13.2. A dispute which the two parties fail to resolve within working 14 days of its written notification by one party to the other will be referred to both the parties nominated representative(s) for resolution
- 13.3. If the dispute remains unresolved for another 14 days after the resolution attempts between nominated representative(s), the resolution process will deemed to have been exhausted and either party will be free to pursue the rights granted by virtue of this agreement.

14. Jurisdiction and Governing Law

- 14.1. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.
- 14.2. The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

15. Counter Parts

- 15.1. This Agreement may be signed by the parties in any number of counterparts and on separate counterparts but shall not take effect until each party has signed and dated at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all counterparts shall together constitute a single agreement.

Schedule 1: Service Specifications

Schedule 2: Client Responsibilities

Schedule 3: Payment Schedule

Agreement Signatures

Signed on behalf of Resource4u Ltd

Signed on behalf of 'Client':

(Signature)

(Signature)

Name

Name

Position

Position