

FRAMEWORK AGREEMENT

Reference [Customer Code]-FA-[Customer FA Number]

between
Inciper Limited
and
[Customer Name]

Effective Date: [Effective Date]

Signed on behalf of Inciper Limited

Signed

Name

Title

Date

Signed on behalf of [Customer Name]

Signed

Name

Title

Date

Parties

1. Inciper Limited incorporated and registered in England and Wales with company number 10388935 whose registered office is at 118 Pall Mall, London, SW1Y 5ED, United Kingdom ("Inciper").
2. [Customer Name] incorporated and registered in England and Wales with company number [Customer Registration Number] whose registered office is at [Customer Address] ("Customer").

Background

- (A) Inciper is in the business of providing certain professional services.
- (B) Customer wishes to engage Inciper to provide such services and Inciper wishes to carry out such services in accordance with the terms of this Agreement

It is hereby agreed that:

1. Definitions and Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement:	this framework agreement together with any applicable Statement of Work.
Bespoke Software:	the software developed by Inciper for the Customer as part of the Services.
Inciper Manager:	Inciper's manager for the Services, appointed in accordance with clause 3.2.
Customer Manager:	Customer's manager for the Services, appointed in accordance with clause 4.1(a).
Deliverables:	all Documents, products and materials developed by Inciper or its agents, subcontractors, consultants and employees in relation to the Services in any form, including data, reports and specifications (including drafts) and the Generic Software and Bespoke Software.
Document:	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
Force Majeure:	any acts, events, omissions or accidents beyond the reasonable control of either party, including but not limited to acts of God, extreme adverse weather conditions or natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination or sonic boom, compliance with any law, regulation or directive, fire, explosion or accidental damage, failure of plant machinery, machinery, computers or vehicles, any labour dispute, including (but not limited to) strikes, industrial action or lockouts, and interruption or failure of utility or transport service.
Generic Software:	the software created or licensed by Inciper or Customer on which the Bespoke Software is built or developed.
IPR:	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or

unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Knowledge Base: all accumulated knowledge and experience including methods, programs, data, reports, specifications and knowhow and related documentation developed by Inciper and its staff including all IPR that existed prior to the Effective Date and all IPR developed or acquired otherwise than pursuant to this Agreement.

Services: the services to be provided by Inciper under this Agreement as set out in a Statement of Work.

Statement of Work: a document that contains a detailed description of the services to be provided by Inciper to Customer in the form set out in Appendix A.

VAT: value added tax chargeable under English law for the time being.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.7 References to clauses and schedules are to the clauses and schedules of this Agreement.

2. Scope

- 2.1 This document is a framework agreement, the terms of which are to be incorporated into any number of Statements of Work. Each Statement of Work constitutes a separate contract on the terms of this framework agreement. The term of each Statement of Work shall be as set out in that Statement of Work.
- 2.2 Inciper shall provide the Services to the Customer from the date specified in the Statement of Work or as otherwise agreed between the parties in writing.
- 2.3 The Services supplied under this Agreement shall continue to be supplied until the project is completed in accordance with the Statement of Work unless this Agreement is terminated in accordance with clause 10.

3. Inciper Obligations

- 3.1 Inciper shall provide the Services to the Customer on the terms and conditions of this Agreement using reasonable care and skill.
- 3.2 Inciper shall appoint the Inciper Manager who shall have authority contractually to bind Inciper on all matters relating to the Services.
- 3.3 Inciper shall observe all health and safety legislation and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it under clause 4.1(e), provided that it shall not be liable under this Agreement if, as a result of the observation of such security requirements, it is in breach of any of its obligations under this Agreement.

4. Customer Obligations

- 4.1 The Customer shall:

- (a) reasonably co-operate with Inciper in all matters relating to the Services and appoint the Customer Manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services;
 - (b) comply with the technical and operational requirements set out in the Statement of Work to enable Inciper to provide the Services and the Customer acknowledges that Inciper shall not be liable for any delays in performing any of the Services which are as a result of the Customer's non-compliance with this clause;
 - (c) provide, for Inciper, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required;
 - (d) provide, in a timely manner, such documents information and materials as Inciper may reasonably require, and ensure that it is accurate in all material respects;
 - (e) inform Inciper of all Customer health and safety rules (other than those health and safety rules and regulations imposed by operation of the law) and any other reasonable security requirements that apply at the Customer's premises;
 - (f) acquire an appropriate licence for any third-party software or IPR which is required for the use of the Generic Software or Bespoke Software as notified by Inciper in writing;
 - (g) provide all such assistance as is reasonably necessary to enable Inciper to provide the Services and meet any project milestones and shall sign off any project milestones as soon as reasonably practical and without any undue delay.
- 4.2 If Inciper's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees which would reasonably prevent or cause a delay, Inciper shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 4.3 The Customer shall not at any time from the date of this Agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Inciper or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Inciper in the provision of the Services.

5. Charges and Payment

- 5.1 In consideration of the provision of the Services by Inciper, the Customer shall pay the fees and other charges and expenses as specified in a Statement of Work.
- 5.2 All fees, charges and expenses due will be payable 15 (fifteen) days from receipt of each invoice.
- 5.3 All fees, charges and expenses will be exclusive of VAT which, if applicable shall be payable in addition by the Customer at the relevant prevailing rate.
- 5.4 All sums payable to Inciper under this Agreement shall become due immediately on its termination, despite any other provision.
- 5.5 If any part of an invoice is subject to a bona fide dispute between Customer and Inciper, the following provisions shall apply:
- (a) Customer shall pay to Inciper, within 15 days after the date of receipt of the relevant invoice, all amounts not disputed in good faith by the Customer;
 - (b) Customer shall notify Inciper within 5 days after the date of receipt of the relevant invoice of any disputed items and shall as soon as reasonably practicable describe in reasonable detail the Customer's reasons for disputing each item
- 5.6 Inciper shall be entitled to charge, and Customer shall pay, interest accruing daily from the due date to the date of actual payment on any overdue amounts under this Agreement at the rate of 2.0% per annum above the Bank of England base rate.

6. Intellectual Property Rights

- 6.1 Subject to clause 6.2, the IPR in any Deliverables will be the property of Customer on completion of Services and payment of all charges and Inciper shall promptly execute any document and do any

act or thing properly required to secure such rights and to vest any such property legally in the Customer or its nominee.

6.2 Clause 6.1 will not apply to:

- (a) Generic Software;
- (b) the extent that it is overridden in a specific project proposal, Statement of Work, terms of reference or other document agreed as an amendment to this Agreement; or
- (c) any IPR in the Deliverables belonging to a third party; or
- (d) any IPR in the Deliverables belonging to the Knowledge Base.

6.3 Where any of the Deliverables (or parts thereof) are part the Knowledge Base then Inciper hereby provides the Customer with a non-exclusive, worldwide, non-transferrable licence on a perpetual basis to use such parts of the Knowledge Base to such an extent as is necessary to enable the Customer to make reasonable use of the Deliverables for its own internal purposes.

6.4 Where the IPR in the Deliverables (or any part thereof) belongs to a third party then Customer is responsible for obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will enable Customer to use such Deliverables at Customer's expense.

6.5 Subject to clause 6.4 and excluding Generic Software, Inciper shall indemnify Customer against any claim that the normal use or possession of the Deliverables infringes the IPR of any third party provided that Inciper is given control of any such claim and that Customer gives Inciper such assistance as may be reasonably required to settle or oppose any such claim provided that Inciper shall meet Customer's reasonable costs of so doing.

6.6 Inciper shall have the right to replace or change all or any part of the Deliverables upon notice in order to avoid infringement or alleged infringement of any third party IPR provided that any such replacement or change in all or any part of the Deliverables are completed as a matter of priority and is approved by the Customer and a timeframe for the aforementioned agreed between the parties in writing in advance.

6.7 The indemnity in clause 6.5 shall cease to apply to the extent that such claim arises from (1) Customer continuing to use the Deliverables after having received reasonable written notice from Inciper requiring it to stop doing so; (2) any combination of the Deliverables with any other materials, including software, without Inciper's knowledge and consent; or (3) any alteration to the Deliverables, whether by the Customer or any third party acting on behalf of or on the instruction of the Customer without Inciper's knowledge and consent.

7. Confidentiality

7.1 Each party (a "Disclosing Party") may disclose or grant to the other party ("Receiving Party") access to information that the Disclosing Party considers confidential or proprietary ("Confidential Information"). Confidential Information, as used in this Agreement, shall mean any information or data which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, (b) if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or (c) is of a nature or is disclosed under circumstances such that a reasonable person would consider it confidential.

7.2 Disclosing Party's Confidential Information shall not include information that (i) is or becomes part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party from the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party not known to the Receiving Party, following reasonable inquiry, to be subject to an obligation of non-disclosure with respect to such information; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.3 Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity the Disclosing Party's Confidential Information, and not to use Disclosing Party's Confidential Information for any purpose other than in connection with the parties' discussions regarding, and performance of, a Transaction. Without limiting the generality of the foregoing, Receiving Party shall not disclose Confidential Information of Disclosing Party to any of Receiving Party's employees, directors, officers, subcontractors or professional advisors ("Representatives") except those Representatives who are required to have such Confidential Information in order to participate in the

parties' discussions regarding, or performance of, a Transaction. Receiving Party agrees to take commercially reasonable steps to ensure that Confidential Information is not disclosed or distributed by its Representatives in breach of this Agreement, including but not limited to advising each permitted Representative to whom Confidential Information is disclosed of his/her obligations regarding confidentiality and non-use of such information. Receiving Party shall be fully responsible for any breach of this Agreement by its Representatives. Receiving Party may disclose Confidential Information of the Disclosing Party if required by law or judicial, arbitral or governmental order or process, provided the Receiving Party gives the Disclosing Party prompt written notice of such requirement to permit the Disclosing Party to seek a protective order or other appropriate relief.

- 7.4 The parties agree to return to each other, or to destroy upon written request of the other party, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the other party or, if not requested earlier, upon completion of the Transaction or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, the party accomplishing such destruction shall certify in writing to the other party that such destruction has occurred.
- 7.5 Receiving Party acknowledges and agrees that, due to the unique nature of Confidential Information, there may be no adequate remedy at law for breach of this Agreement and that such breach may cause irreparable harm to the Disclosing Party. The Receiving Party acknowledges that the Disclosing Party may be entitled to seek immediate injunctive relief, in addition to whatever other remedies it might have at law or in equity, in the event of an actual or threatened breach of this Agreement by the Receiving Party.

8. Data Protection

- 8.1 For the purposes of this clause 8, "data controller", "data processor", "data subject", "personal data" and "process/processing" shall have the meanings set out in the Data Protection Act 2018
- 8.2 Each party shall comply with its obligations under the Data Protection Act 2018 or succeeding data protection legislation in connection with its activities under this Agreement.
- 8.3 If Inciper processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and Inciper shall be a data processor and in any such case:
- (a) Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Inciper;
 - (b) Inciper shall process the personal data only in accordance with the terms of this Agreement and any instructions given by the Customer from time to time;
 - (c) Inciper shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage;
 - (d) Inciper shall ensure that only those employees, directors, officers and subcontractors who may be required by Inciper to assist in it meeting its obligations under this Agreement shall have access to personal data;
 - (e) Inciper shall not disclose personal data to a third party in any circumstances other than at the specific request of Customer or as otherwise specified in this Agreement;
 - (f) Inciper shall promptly carry out any request from Customer requiring Inciper to amend, transfer or delete the personal data or any part of the personal data;
 - (g) Inciper shall notify Customer immediately upon receiving any notice or communication from any data subject, supervisory or government body which relates directly or indirectly to the processing of the personal data;
 - (h) Inciper shall assist Customer promptly with all subject access requests which may be received from data subjects and shall not respond to any such request without the consent of Customer
 - (i) if requested in writing by Customer from time to time, Inciper shall provide to Customer a copy of the personal data in the format and on the media reasonably specified by Customer.
- 8.4 Inciper shall not transfer any Customer personal data to any country or territory outside of the European Economic Area or the UK without the prior written consent of the Customer.

9. Limitation of Liability

- 9.1 This clause 9 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other in respect of:
- (a) any breach of this Agreement however arising;
 - (b) any use made by the Customer of the Services, the Deliverables or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.3 Nothing in this Agreement limits or excludes the liability of each party:
- (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Inciper; or
 - (c) any other liability which may not be properly limited or excluded under applicable law.
- 9.4 Subject to clause 9.2 and clause 9.3 neither party shall be liable for any loss of profits, loss of business, loss of anticipated savings, loss of use, loss or corruption of data or information (whether direct or indirect) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses whether occurring in contract, tort, negligence or otherwise.
- 9.5 Subject to clause 9.3, each party's total liability shall be limited to the lesser of £250,000 (two hundred and fifty thousand Pounds Sterling) or the fees due under the applicable Statement of Work in the year in which a claim arises for any one event or connected events.

10. Termination

- 10.1 Each Party may terminate this Agreement by notice in writing immediately without liability to the other party if the other party commits a material breach of this Agreement, which, if capable of remedy is not remedied within thirty (30) days of the receipt of a notice identifying the breach and requiring its remedy, or is incapable of remedy.
- 10.2 This Agreement may be terminated by either party with immediate effect by written notice if the other shall become bankrupt or make any arrangement with its creditors, becomes insolvent, enters into receivership or liquidation, takes any action for voluntary winding-up otherwise than for the purpose of a solvent reconstruction or amalgamation or ceases to carry on business.
- 10.3 Termination of this Agreement, howsoever arising, shall not affect any Statement of Work then in force which shall continue in full force and effect for the remainder of the term of such Statement of Work unless terminated earlier within the terms of this Agreement or such Statement of Work.
- 10.4 Termination of any Statement of Work shall not affect any other Statement of Work or this Agreement.

11. Consequences of Termination

- 11.1 On termination of this Agreement for any reason the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected; and the following provisions shall survive termination: clause 6 (Intellectual Property Rights), clause 7 (Confidentiality), clause 8 (Limitation of Liability), clause 19 (Notices), clause 20 (Dispute Resolution), clause 21 (Governing Law and Jurisdiction)
- 11.2 On termination of a Statement of Work, Customer shall: pay immediately all outstanding unpaid invoices; and, pay Inciper fair and reasonable costs for work-in-progress at the time of termination.

12. Force Majeure

- 12.1 Neither party shall be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to an event of Force Majeure provided that it promptly notifies the other party in writing of the nature and extent of the event of

Force Majeure and it uses all reasonable endeavours to mitigate the effect of the event of Force Majeure. Nevertheless, in the event that a Force Majeure event lasts for longer than thirty (30) days then Customer shall be entitled to terminate this Agreement with immediate effect upon notice to Inciper.

13. Variation

- 13.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14. Waiver

- 14.1 The failure of either party at any time to enforce any provisions of this Agreement shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

15. Cumulative Remedies

- 15.1 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16. Severance

- 16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17. No Partnership or Agency

- 17.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. Rights of Third Parties

- 18.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

19. Notices

- 19.1 A notice or other communication given to a party in connection with this Agreement shall be in writing and may be delivered personally, sent by commercial courier, sent by pre-paid first class post or recorded delivery.
- 19.2 The addresses for delivery of a notice is the address at the head of this Agreement or such address as is notified by either party to the other from time to time
- 19.3 Notice sent in accordance with this clause, it shall be deemed to have been received as follows:
- (a) if delivered personally, at the time of delivery; or
 - (b) if sent by commercial courier, at the time of signature of the courier's delivery receipt; or
 - (c) if sent by pre-paid first class post or recorded delivery, 9.00 am on the second day after posting that is not a Saturday, Sunday or public holiday in the place of receipt.
- 19.4 For the purposes of this clause, if deemed receipt is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a bank or public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

20. Dispute Resolution

- 20.1 If any dispute arises in connection with this Agreement, the Inciper Manager and the Customer Manager shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

21. Bribery and Corruption

- 21.1 Inciper hereby represents that in performing the duties required under the Agreement, it will comply with all applicable laws, regulations and administrative requirements and will take no action that would subject itself or the Customer to liability and/or penalties. Additionally, Inciper hereby represents that its owners, partners, directors, officers and employees shall not offer nor deliver to any third party (public officers included), any payments, offers, promissory notes, or any valuable good, in connection with the Services to be rendered to the Customer or engage in acts or transactions otherwise in violation of the relevant anti-bribery laws and regulations. The Customer will be entitled to immediately terminate this Agreement for cause without prior notification, in case of breach by Inciper of any of its anti-bribery related warranties or in case of violation of any applicable local anti-bribery laws or regulations. Inciper will indemnify and hold the Customer harmless for any damages, costs, expenses, and claim from third parties based on the breach by Inciper of any of its anti-bribery related warranties and/or any violation of the applicable anti-bribery laws and regulations.

22. Subcontracting

- 22.1 Inciper may subcontract all or any of its rights or obligations under this Agreement.
- 22.2 Inciper shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

23. Assignment

- 23.1 Neither party shall assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement or any Statement of Work without the prior written consent of the other party.

24. Counterparts

- 24.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement

25. Entire Agreement

- 25.1 This Agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 25.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 25.3 Nothing in this clause shall limit or exclude any liability for fraud.

26. Governing Law and Jurisdiction

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 26.2 The parties submit to the exclusive jurisdiction of the courts of England.

Appendix A. Schedule Definition

The Statement of Work is a document that provides a detailed description of the Services to be provided by Inciper to Customer.

While the structure, size and content of a Statement of Work is likely to vary from project to project, each Statement of Work should as a minimum describe: -

- Project Description
- Service to be provided
- Deliverables
- Plan, Timeline and Milestones
- Acceptance Criteria
- Fees and Charges
- Payment Schedule
- Project Risks and Issues

The Statement of Work will be signed and approved by the Inciper Manager and Customer Manager to indicate acceptance of the Statement of Work.

Section A.1 provides a template for simple project work.

A.1. Simple Schedule Template

STATEMENT OF WORK

Reference [Customer Code]-SOW-[SOW Number]

This Statement of Work incorporates the Framework Agreement [Customer Code]-FA-[Customer FA Number] ('Agreement') as set out in such Agreement entered into between:

1. Inciper Limited incorporated and registered in England and Wales with company number 10388935 whose registered office is at 118 Pall Mall, London, SW1Y 5ED, United Kingdom ("Inciper").
2. [Customer Name] incorporated and registered in England and Wales with company number [Customer Registration Number] whose registered office is at [Customer Address] ("Customer").

Unless the context otherwise requires, terms used in this Statement of Work, have the same meaning as set out within the Agreement.

Statement of Work Date:

Project Description:

Scope of Services:

Contingencies:

Inciper Manager:

Customer Manager:

Place(s) of Performance:

Charges (per Working Day or Total
Fees payable as per scope of
Services):

Project Timetable and Milestones
(if applicable):

Deliverables, Acceptance
Procedures and Warranty
Period(s):

Budgeted Working Days:

Notice Period (for termination):

Overtime & Expenses:

Additional Terms & Conditions:

Signed on behalf of Inciper

Signed

Name

Title

Date

Signed on Behalf of Customer

Signed

Name

Title

Date