

## Consultancy Terms and Conditions Time and Materials

### 1. Agreement

- 1.1 These Consultancy Terms and Conditions will apply to all services ('Services') provided by ICS.AI Limited ('ICS', 'We', 'Our') to assist the Client in carrying out the Client's Project (the "Project"). Services will be described in a statements of work or purchase orders which incorporate these Consultancy Terms and Conditions ("Statement of Work"). These Consultancy Terms and Conditions together with a Statement of Work signed by the parties will form the agreement between ICS and the Client in respect of the Services covered by the Statement of Work (the "Agreement"). Except for amendments to these terms and conditions made as specified in Clause 10.7, all other terms and conditions are expressly excluded and shall not form part of this Agreement.

### 2. Fees and Payment

- 2.1 *Time and Materials* - ICS's Time and Materials fees will be calculated according to the number of days worked (plus any days of notice if not worked) by each of the Consultants at his/her current rate as shown in the relevant Statement of Work. Fees are based on a standard working day which for ICS Consultants working at the Client's premises shall be the Client's normal office hours at those premises or otherwise shall be 7.5 hours per day. Any additional hours may be charged extra. Part-time working will be charged at an hourly rate pro-rata to the daily fee rate for each hour worked. Saturday will be charged at time and one half, and Sundays and Bank/Public Holidays at double time. Travel time, other than time spent travelling from a local residence to the location at which the Services are normally provided will be chargeable as part of the above working hours.
- 2.2 *Expenses* - Unless otherwise agreed in a Statement of Work, all charges are exclusive of expenses. All reasonable expenses including subsistence and travel incurred by ICS and its Consultants in the performance the Services will be reimbursed by the Client at cost.

- 2.3 *Taxes* - All fees and expenses are specified exclusive of taxes. The Client will be responsible for paying any such applicable taxes, including VAT, at the rate in force at the time such liability arises.

- 2.4 *Invoices* - Time and Materials fees and related expenses will be invoiced at the end of the month in which they are provided/incurred or upon earlier completion or termination of the Services.

- 2.5 *Payment* - The Client will pay all valid invoices within 30 days of receipt. In the event of late payment ICS reserves the rights to suspend the provision of Services and to charge interest on amounts overdue at the rate of 4% per annum above the annual base rate of National Westminster Bank plc in force from time to time. Notwithstanding any provisions in a Statement of Work or other document concerning acceptance of work products, any productive or commercial use of a work product by the Client will be deemed as acceptance of such work product by the Client, and payment for such work product will become due immediately.

- 2.6 *Estimates* - Where ICS has provided an indication of the time and/or resources required to provide the Services it will seek to achieve satisfactory results within that period and with those resources but any such indication is only an estimate and is not binding unless expressly agreed to be so in a Statement of Work.

### 3. Intellectual Property Rights

- 3.1 Subject to this Clause and to Clause 3.2 below the Client will own the copyright to any work products developed and provided under a Statement of Work (foreground intellectual property) that has not been identified as 'ICS Materials' upon payment in full for all Services relating to such work products.

In respect of pre-existing (background intellectual property) work products or software provided under a Statement of Work and identified as 'ICS Materials Category A' copyright will remain vested in ICS. The Client is hereby granted a licence to have and to reproduce and

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to licence others to have and to reproduce those items designated as 'object code' within this Category for production purposes. The Client is further granted a licence to have in confidence those items designated as 'source code' within the Category and to use such items for previously agreed technical purposes, but not to pass such materials to any third party without ICS prior written consent.

In respect of pre-existing (background) software identified as 'ICS Materials Category B', the same licence is granted to the Client save that no right is granted to licence others and possession will be restricted to 'object code'. To the extent permitted by law under the EU Computer Program Directive of 2009 the Client will not nor will permit others to translate, adapt, or transform the form of the source or object codes provided. The Client agrees to keep ICS informed of any third parties that may have been granted access to this Category or any part thereof.

It is further agreed that in the event of a breach by the Client or by third parties so licensed of any of the rights granted under this Clause 3.1. ICS shall have the right to terminate any or all licences granted hereunder in which case the Client will forthwith return to ICS all ICS Materials of Categories A and B in its possession or else destroy them and certify to ICS that this has been done.

- 3.2 The copyright and other intellectual property rights in any materials or software created by or licensed to ICS prior to or outside the terms of this Agreement ("Pre-Existing Works") will remain vested in ICS (or ICS's licensor) but to the extent that work products incorporate Pre-Existing Works, ICS hereby grants to the Client, or will make reasonable efforts to procure the grant to the Client of, an irrevocable, non-exclusive, world-wide, royalty free licence to use, copy, modify, distribute and license the use of such Pre-Existing Works.

Notwithstanding the above but subject to Clause 8, neither ICS nor any entity within the ICS group of companies will be prevented or restricted by this Agreement from developing and using any

ideas, concepts, information or know-how relating to methods or processes of general application including those in the field of information technology and business processes.

#### 4. Personnel

ICS will select appropriate personnel ("Consultants") to provide the Services and should any such Consultant cease for any reason to be available, ICS will make reasonable efforts to supply a similarly experienced replacement as soon as practicable. Where individual Consultants are named in a Statement of Work, ICS will use reasonable endeavours to ensure that the named individuals remain available to provide Services for the period stated in the Statement of Work. ICS may withdraw its Consultant for training and vacation as necessary upon reasonable notice but will endeavour to agree any such withdrawal with the Client in advance and, where appropriate, to provide a replacement.

#### 5. Client Obligations

The Client agrees to provide without charge such facilities, working accommodation, administration support, information, Microsoft subscription identities (Subscription ID) and services as ICS may reasonably require to perform the Services and associated commercial activities. If ICS is delayed or precluded from starting or continuing to work due to the non-availability of the Client's personnel, records, data, computers or any other cause within the control of the Client, ICS reserves the right to charge for any period of delay.

#### 6. Changes

- 6.1 Either party may request changes to a Statement of Work or any other aspect of this Agreement ("Change Request"). Until a Change Request is agreed by both parties in writing the parties will continue to act in accordance with the latest agreed version of this Agreement.
- 6.2 If the Client wishes to change the start or end dates of the period during which a Consultant is providing Services ("Services Period"), ICS will use reasonable endeavours to assign such Consultant to the Project for the revised Services Period and to deploy such Consultant profitably at other times. However, where ICS is not able

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to deploy the Consultant profitably during any portion of a Services Period, previously agreed

but no longer required by the Client ("Lost Time"), the Client will be liable to pay Time and Materials charges for the Lost Time.

### 7. Term and Termination

7.1 *Duration* – The Agreement will apply from the Commencement Date stated in the Statement of Work, if any, or where no Commencement Date is specified from the date of signature of the Statement of Work by both parties. The Agreement will continue until all the Services have been provided unless it is terminated earlier in accordance with the terms set out below.

7.2 *Termination on Notice* - This Agreement may be terminated by the Client at any time by giving ICS at least thirty days written notice. Where the Client terminates this Agreement in this way, the Client will pay ICS for all Services provided up to the date of termination and for all reasonable and unavoidable costs which ICS incurs as a result of the early termination, for example sub-contract or relocation costs.

7.3 *Termination for Breach* - Either party may terminate this Agreement by written notice with immediate effect if the other party is in material breach of any term of this Agreement, which breach is not remedied within 30 days of receipt of written notice to remedy the breach.

7.4 *Termination for Insolvency* - Either party may terminate this Agreement by written notice if the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on its business.

7.5 *Return of Property* – Upon termination of this Agreement each party will return to the other any property of the other that it has in its possession or control.

### 8. Confidential Information

8.1 Information and documentation required by ICS to perform the Services shall be supplied by the

Client free of charge. Such information and documentation shall be subject to the provisions of confidentiality contained in Clause 8.2 below.

8.2 The Client and ICS agree to use all reasonable endeavours to prevent disclosure of any confidential information which may be disclosed in the course of the Project and to use said information only for the purpose of providing or receiving Services. Confidential information does not include information which:

- a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 8 or
- b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
- c) is or has been independently developed by the recipient.

8.3 The confidentiality obligations in this clause 8 shall survive and continue after the termination of this Agreement.

8.4 Subject always to Clauses 8.1 and 8.2 above, ICS may cite the performance of the Services to its clients and prospective clients as an indication of its experience

8.5 ICS may wish from time to time to develop and to use Case Study material derived from the services provided for training, promotional and marketing purposes. The Client undertakes to permit the use of such material, which would be ICS copyright, provided always that:

- a) the material has first been discussed and agreed in writing between the parties and
- b) nothing contained therein shall include any of the Client's confidential information.

### 9. Warranties and Liabilities

9.1 ICS will use reasonable skill and care in the provision of the Services.

9.2 ICS will accept liability without limit for death or personal injury caused by its negligence or the negligence of its employees acting in the course of their employment and any other liability which by law ICS cannot exclude.

ICS accepts liability to pay damages in respect of loss or damage suffered by the Client as a direct

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result of providing the Services where this arises as a consequence of a breach of any of its contractual obligations or its negligence. Subject to clause 9.2 this liability to pay damages will not exceed £100,000 or the amount paid or payable under this Agreement, whichever is the greater amount.

- 9.3 Except as herein provided, neither party shall in any circumstances be liable to the Client whether in contract tort or otherwise for loss of turnover, sales, revenue, profits or indirect, special or consequential loss including without limitation economic loss, loss of data or failure to realise anticipated savings or benefits by Client even if ICS has been advised of the possibility of such loss.
- 9.4 The Services are provided solely for the benefit of the Client. ICS accepts no liability or responsibility to any third party that the Client allows to benefit from or use the Services or related work products. The Client agrees to indemnify ICS against any liabilities, losses, expenses or other costs reasonably incurred by ICS in connection with any claims from such third parties relating to the Services or related work products.
- 9.5 Any legal action arising from or in connection with this Agreement must be brought within two years from the date when the party bringing the action first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability.
- 9.6 The remedies available and the liability accepted by ICS under this Clause 9 are the only remedies and to the extent permissible by law the absolute limit of ICS's liability arising under or in connection with this Agreement. All other liability is expressly excluded.
- 9.7 To the extent permissible by law all warranties, conditions or terms other than those expressly set out in this Agreement are excluded including but not limited to all implied and statutory conditions.

### 10. General

*Relationship* - Nothing in this Agreement will create the relationship of agency or partnership between ICS and the Client and neither ICS nor the Client will represent that any such relationship exists. Neither shall employees of one party be considered as employees of the other party.

- 10.1 *Assignment* – The Client may not assign this Agreement in whole or in part.
- 10.2 *Sub-contracting* - ICS may sub-contract all or any part of the Services but will remain liable to the Client for such sub-contracted Services.
- 10.3 *Solicitation of Personnel* - During the period of this Agreement or within 6 months of its termination, neither party will solicit directly or indirectly as employee, agent or consultant any staff of the other who have been involved in providing or receiving Services or otherwise connected with this Agreement. A breaching party shall pay a recruitment fee equal to 110 working days at the fee rate, under which that employee performed work for the other party.
- 10.4 *Validity of Proposals* - Any ICS proposal, Statement of Work or quotation not previously accepted by the Client or withdrawn by ICS shall automatically lapse 30 days after its date of issue unless extended by ICS.
- 10.5 *Force Majeure* - Neither party shall be responsible or liable for any damage, delay or failure of performance (except failure to pay) caused by any circumstances beyond its reasonable control.
- 10.6 *Notices* - Notices may be sent by prepaid post or faxed or sent by electronic mail to the address of the other party given in this Agreement or to any other address as the parties may have notified during the period of the Agreement. Any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice sent by fax or electronic mail will be deemed to have been delivered on the first working day following its dispatch provided it is confirmed in writing no more than 48 hours thereafter.

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10.7 *Amendment* - This Agreement may only be amended by written agreement or Statement of Work signed by an authorised signatory of both parties.

*Waiver* -- Subject to Clause 9.5 no delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict its own rights and powers arising under the Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

10.8 *Validity of Agreement Provisions* - If a Court or other competent body decides that any clause or sub-clause of this Agreement is invalid, such clause or sub-clause shall be deemed not to form part of this Agreement. In such event, the remaining provisions of this Agreement shall remain in full force and effect.

10.9 *Entire Agreement* - This Agreement is the entire agreement between the parties relating to the Services and supersedes any previous agreements or understandings between the parties regarding the Services. The headings and titles in this Agreement are included to make it more readable but do not form part of the Agreement.

10.10 *Rights of Third Parties* - Nothing in this agreement shall, nor is intended to, confer any benefit on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.11 *Law* – This Agreement shall be governed and construed in accordance with English Law.

10.12 *Disputes* – The parties will attempt to resolve by management negotiation any dispute which may arise between them. Where both parties agree that it may be beneficial they will seek to resolve the dispute through mediation using the services of the Centre for Dispute Resolution. If the dispute is not resolved through negotiation or mediation the parties agree that the English Courts will have exclusive jurisdiction in connection with the resolution of the dispute.

