

Standard Terms and Conditions

The Statement of Work (referred to herein as "SOW") and performance of the parties thereunder is governed by and subject to these General Terms And Conditions ("T&Cs") which by reference are incorporated and made a part of the SOW, subject to any quote. "Xcession" means Xcession, Ltd., "Customer" is identified as "Customer" or "You" herein, and collectively referred to with Xcession as "Parties" or separately as "Party".

The T&Cs

- are subject to change by Xcession from time to time;
- in effect as of the effective date of the SOW shall apply for the performance of that SOW;
- will not apply retroactively to any SOW; and
- are dated and archived when superseded by a newer version.

Xcession represents that in the event You have a current signed agreement with Xcession regarding the subject-matter herein, then the terms and conditions of that agreement supersede any conflicting terms herein.

1. SOW terms and conditions.

Xcession will provide the services as specified in the SOW ("Services") governed by the T&Cs. In the event of a conflict between a term or condition in a SOW and those set forth here, these T&Cs will govern unless explicitly superseded in the SOW.

2. Term and termination.

The SOW begins on the date stated therein or, as otherwise mutually agreed between the Parties, and shall remain in effect for the term length stated in the SOW ("Services Period"). Either Party may notify the other in case of the other's alleged breach of a material provision of this SOW. The recipient shall have 30 days from the date of receipt of such notice to rectify the breach. If the recipient of the notice fails to rectify the breach within such period, then the sender of the notice shall have the option of sending a written notice of termination of the SOW, which notice shall take effect upon receipt. Notwithstanding the foregoing, Xcession may suspend its services or terminate the SOW if Customer fails to pay an invoice when due and if such non-conformance is not rectified within 10 days following receipt of notice from Xcession.

3. Project change request.

Either Party may request a modification to any material provision of the SOW by submitting a Project Change Request ("PCR"). Upon receipt of a PCR, Xcession will estimate the financial and schedule impacts, if any. The Parties will review these estimates to determine whether the PCR would be mutually acceptable. If the Parties agree on the PCR, Xcession will attach the final PCR to the SOW. If the Parties are unable to agree within five (5) business days after the PCR is submitted, then the submitting Party may either withdraw the PCR or terminate the SOW with reasonable notice. If the SOW is terminated, due to an ability to reach agreement on a PCR, the only payments due are for the Work Product (defined herein below) delivered, Services performed, and expenses incurred by Xcession prior to the effective termination date.

4. Customer materials delay.

Customer acknowledges that Xcession's performance of the Services and delivery of the Work Product is contingent on Customer's timely delivery of any customer materials, information or access to personnel ("Customer Materials") provided to Xcession in connection with the Services. Customer agrees that any reasonable scheduling or financial impacts caused by Customer's failure to deliver Customer Materials within the specified time will be treated as a PCR.

5. Personnel.

Xcession will determine the personnel assigned to perform the Services. Customer may request in writing, with specific legal reasons stated, the replacement of Xcession personnel or contractors.

6. Payment terms.

Xcession shall submit invoices for fees and reimbursable costs and expenses as described in the SOW or quote plus all relevant related taxes. All amounts are due in the currency stated on the invoice and in full 30 days after the date of Xcession's invoice or in the manner specified in the SOW, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. If all or a portion of any invoice is determined to be incorrect, the Parties will promptly investigate and correct or confirm the dispute. Xcession is not obligated to perform its services unless Customer is current in payment of all fees and charges due. Except as otherwise set forth herein, payment obligations by Customer to Xcession shall survive expiration or termination of the SOW.

7. Warranty.

Xcession shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. **Except as expressly stated in this warranty section, and to the maximum extent permitted by applicable law, Xcession makes no other express warranties, written or oral, and disclaims all implied warranties. Insofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.**

8. Intellectual property.

8.1 Ownership.

Other than Xcession Materials, Open Source Software and any Third Party Materials (defined herein) Customer shall own all intellectual property rights associated with the deliverables, works of authorship or other products developed or created and delivered by Xcession to Customer in the course of performing Services ("Work Product"), as well as Customer's derivative works thereof, subject to Customer's payment in full under such SOW and subject to Xcession's rights in the underlying intellectual property embodied therein or used by Xcession to perform the Services.

8.2. Xcession Materials Exclusion.

"Xcession Materials" means any materials developed by Xcession:

- prior to the Effective Date;
- other than in performance of this SOW;
- that are generally applicable to Xcession's products and services and are not unique to the business of Customer or the SOW; or
- that are improvements to Xcession software or Xcession's internal processes, provided that such improvements or use thereof do not infringe on Customer's proprietary rights.

Xcession Materials may be included in, or necessary for Customer to use the Work Product but are excluded from Customer's ownership rights set forth in Section 8.1. Xcession hereby grants to Customer a worldwide, perpetual, royalty-free license to use Xcession Materials solely as necessary for use as part of the Work Product. No other grants of licenses or rights to Customer will be implied from the provisions stated in this SOW. Customer shall not obliterate or remove and will reproduce Xcession's intellectual property notices contained in the Xcession Materials. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any portions of the Work Product. Xcession is not being engaged to perform any investigation of third-party intellectual property rights including any searches of patents, copyrights, or trademarks related to the Work Product.

8.3. Open Source Materials Exclusion.

Open source software is software provided under a license approved by the Open Source Initiative or similar open source or freeware license ("OSS"). Unless otherwise agreed in writing in a SOW (or subsequently agreed to in writing by the parties), OSS components may be included in, or necessary for Customer to use the Work Product but are excluded from Customer's ownership rights. Xcession may:

- obtain such OSS on Customer's behalf,
- incorporate it into the Work Product, and
- submit back to open source libraries any improvements made to the OSS during the course of performing the Services, to the extent such submissions do not violate the confidentiality obligations set forth herein.

8.4. Third Party Materials Exclusion.

Materials (including tools that are used to deliver the Services) that are not owned or created by Xcession (other than Open Source Software) ("Third Party Materials") may be included in, or necessary for Customer to use the Work Product, but are excluded from Customer's ownership rights. Customer will be solely responsible for obtaining necessary licenses to the Third Party Materials and liable for their use.

8.5. Reservation of Rights.

Xcession reserves all rights not expressly granted to Customer in these T&C's. Except as expressly stated, nothing herein shall be construed to (a) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (b) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder.

8.6. Customer's Underlying Rights.

Customer represents and warrants to Xcession that (a) Customer owns or controls all rights in and to all Customer information and materials provided by or on behalf of Customer to Xcession pursuant to the SOW, including without limitation all rights to exploit all such Customer information and materials worldwide in all media and languages in perpetuity without encumbrance or restriction, and (b) Customer grants to Xcession a nonexclusive, non-transferable, worldwide paid-up license to make, use, modify, reproduce, and prepare derivative works of Customer information and materials, solely for the purpose of performing Services, with no right to grant sublicenses.

8.7. Feedback License.

The Parties agree that any feedback or suggestions ("Feedback") (if any) given hereunder is voluntary. Each party is free to use, disclose, reproduce, license or otherwise distribute the Feedback relating to its own products and services, without any obligations or restrictions of any kind, including intellectual property rights.

9. Publicity

Each party will be permitted to disclose to 3rd parties that is engaged with the other party and the nature of the work.

Neither party will use the other parties' trademarks without the other party's written permission which shall not be unreasonably withheld.

Both parties undertake not to communicate on social media or with any representatives of the press, television, radio or other communications media on any matter concerning this contract, the provision of the Services and the nature of the business of either party without the other parties written permission which shall not be unreasonably withheld.

10. Business hours.

Services shall be performed by Xcession from 9:00 A.M. until 5:00 P.M. in the local time zone where the Services are being performed by Xcession, Monday through Friday excluding local statutory holidays and any additional holidays that Xcession grants to its employees, a list of which can be provided by Xcession to Customer prior to the commencement of the Services Period.

11. IP indemnity.

11.1. Xcession.

Subject to Section 13 (Limitations of Liability), Xcession shall (a) defend Customer against any third party claim that the Services and the Work Product (excluding Open Source Software and/or Third Party Materials) delivered by Xcession to Customer infringe a trade secret.

11.2. Customer.

Customer shall (a) defend Xcession against any third-party claim that the materials provided by Customer or its agents for use by Xcession infringe a trade secret, or a copyright.

11.3. Process.

The foregoing obligations are subject to the following: the indemnitee (a) notifies the indemnitor promptly in writing of such claim, (b) grants the indemnitor sole control over the defence and settlement thereof, (c) reasonably cooperates in response to an indemnitor request for assistance, and (d) is not in material breach of these T&Cs. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense, (i) procure for the indemnitee the right to make continued use thereof, (ii) replace or modify such so that it becomes non-infringing, (iii) request return of the subject material, or (iv) discontinue the Services and refund the portion of any pre-paid Services fee that corresponds to the period of Services discontinuation. This section states the indemnitee's sole and exclusive remedy and the indemnitor's entire liability for third party infringement claims.

12. Limitations of liability.

Xcession's total liability and customer's sole and exclusive remedy for any claim of any type whatsoever, arising out of this sow or services provided hereunder, shall be limited to proven direct damages caused by xcession's sole negligence in an amount not to exceed the price paid to xcession for the services rendered hereunder. Except with respect to claims regarding violation of Xcession's intellectual property rights, neither customer nor Xcession shall have liability to the other for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

13. Confidential Information

In consideration of the Parties collaborating on the Services and continuing in co-operation with each other the Parties both acknowledge that each Party (the "Receiving Party") will receive or become aware of (or has received or become aware of) information which is confidential to the other Party (the "Disclosing Party") and in respect of which the Receiving Party is bound by a strict duty of confidence ("Confidential Information").

Confidential Information includes, without limitations, technical know-how, intellectual property, trade secrets, marketing and sales information, business plans, technical, financial and other non-technical information whether oral, documentary, electronic or in any other form. For the avoidance of doubt, all such information shall be Confidential Information whether or not it is expressly stated or marked to be confidential.

The Receiving Party shall:

- Preserve the confidentiality of the Confidential Information and shall exercise in relation thereto no lesser security measures and degree of care to which it applies to its own information;
- Use its reasonable endeavours to keep all Confidential Information secure and protected against theft, damage, loss or unauthorised access;
- Inform the Disclosing Party immediately upon the Receiving Party becoming aware or suspecting an unauthorised person has become aware of the Confidential Information;
- Not use any Confidential Information other than for the purpose of the Services;
- Only disclose Confidential Information to the extent permitted by this Agreement and to such officers, employees and agents of the Receiving Party as are strictly necessary for the Services, and to those other persons whom the Disclosing Party agrees in writing may receive the Confidential Information. The Receiving Party shall procure that the obligations contained in this Agreement are observed by all of the relevant Party's employees, officers, agents and associates, and to those other persons whom the Disclosing Party agrees in writing may receive the Confidential Information;
- Inform each person to whom it discloses the Confidential Information (each a "Recipient") that the information is confidential and procure that each Recipient shall enter into a confidentiality agreement with the Disclosing Party on equivalent terms to this Agreement if requested by the Disclosing Party; and
- Only make copies of Confidential Information to the extent strictly necessary for the Services.

The obligations imposed by this Agreement shall survive in accordance with the term set out below but shall not apply to any Confidential Information which:

- At the time it is received is in the public domain;
- Subsequently comes into the public domain other than as a direct or indirect result of the information being disclosed in breach of this Agreement;
- Is lawfully received by the Receiving Party from a third party on an unrestricted basis;
- The Disclosing Party agrees in writing that it is not confidential; or
- Is already lawfully known to the Receiving Party before receipt.

Neither Party shall enter into any publicity in relation to the Services or the consequent connection with the other Party without the prior written consent of the other Party, such consent to be given at the absolute discretion of the consenting Party.

13.1 Forced Disclosure

The Receiving Party may disclose Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

Before the Receiving Party discloses any information under the clause above the Receiving Party shall (to the extent permitted by law) use its best endeavours to;

- Inform the Disclosing Party of the full circumstances and the information that will be disclosed;
- Consult with the Disclosing Party as to possible steps to avoid or limit disclosure and take those steps where the Disclosing Party requests;
- Gain assurances as to confidentiality from the body to whom the information is being disclosed.

If the Receiving Party is unable to inform the Disclosing Party before Confidential Information is disclosed under this Clause 4 the Receiving Party shall (to the extent permitted by law) inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

13.2 Return of Confidential Information and Copies

If the Disclosing Party so requests in writing, the Receiving Party shall immediately:

- Return the Confidential Information and any copies supplied to the Receiving Party;
- Destroy or permanently erase all copies made by the Receiving Party and procure that anyone to whom the Receiving Party has supplied copies destroys or permanently erases such copies and any further copies made by them, unless they are copies the receiving party is required to keep by law as described in the Clause below;
- Confirm in writing that it has complied with this Clause.

Neither the Receiving Party nor any person to whom the Receiving Party has disclosed Confidential Information in accordance with this Agreement shall have to destroy or permanently erase records or files that contain insignificant extracts from or references to Confidential Information or which the Receiving Party is required to keep copies of by law. This Clause shall not affect the obligations set out in the rest of this Agreement in respect of such copies.

14. Non-Solicitation

Neither party shall, during the Term and for twelve months following the termination or expiry of this Subcontract, either directly or indirectly solicit or entice away or seek to attempt to solicit or entice away (other than by general advertising) from the employment of the other party any person employed by such other party in the provision of the Services or Products or in the case of the customer the receipt and/or administration of the Services or Products except with the prior written consent of the other party.

15. General.

15.1. Services performed

Are governed by the laws of UNITED KINGDOM

15.2. All SOWs.

These T&Cs and the SOW comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and may be modified only by written agreement. Customer shall not assign these T&C's nor a purchase order or SOW or any right herein or delegate any performance without Xcession's prior written consent, which consent shall not be unreasonably withheld. Xcession may use Xcession Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that Xcession shall remain responsible to Customer for the performance thereof. If any part of the SOW is held unenforceable, the validity of the remaining provisions shall not be affected. The parties shall act as independent contractors for all purposes under the SOW. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

Signed	Signed
Name	Name
Date	Date
Position for and on behalf of Xcession Ltd	Position for and on behalf of