



TERMS & CONDITIONS DATA & ANALYTICS AS A SERIVCE

Rplus Analytics Solutions Limited



1. DEFINITIONS

- 1.1 "Agreement"** means the Proposal Letter together with these Conditions of Engagement.
- 1.2 "Client"** means the person, company or institution described in the Proposal Letter for whom the Services are being carried out.
- 1.3 "Fees"** means the remuneration to be paid by the Client to Rplus as set out in the Proposal Letter.
- 1.4 "Rplus"** means Rplus Analytics Solutions Limited, whose registered office is at 44 Redwing Drive, Fulwood Preston PR2 9AS and whose registered number is 8258447.
- 1.5 "Proposal Letter"** means the letter to which these Conditions of Engagement are attached.
- 1.6 "Services"** means the services to be provided by Rplus as set out in the Proposal Letter. Headings are explanatory and do not form part of the Conditions.

2. OBLIGATIONS OF RPLUS

2.1 Skill and Care

Rplus shall exercise reasonable skill and care and diligence in the performance of the Services that would be reasonably and ordinarily expected from a skilled and experienced consultant operating in the same industry, sector or profession as Rplus, providing services of the same nature as the Services

2.2 Confidentiality

Rplus shall keep confidential and shall not disclose any confidential information or documents relating to the Services for two years from the effective date of this Agreement unless such disclosure is necessary to perform the Services, or the information or documents come into the public domain or is required by applicable law.

2.3 Exclusive Use

The Services are provided for the sole benefit and exclusive use of the Client.

3. OBLIGATIONS OF THE CLIENT

3.1 Information

The Client shall supply to Rplus, without charge and in such time so as not to delay or disrupt the performance by Rplus of the Services, all necessary and relevant data and information in the possession of the Client, and Rplus shall be entitled to rely on the accuracy of such data and information unless advised otherwise in writing by the Client. The Client shall ensure that his decisions, instructions, consents or approvals on or to all matters properly referred to him shall be given in such reasonable time as not to delay or disrupt the performance by Rplus of the Services.

3.2 Payment for Services

The Client shall pay Rplus the Fees for the Services as set out in the Proposal Letter and according to the arrangements in respect of amounts and timings set out therein. All amounts due to Rplus shall be paid within 30 calendar days of the date of Rplus's invoice.

3.3 VAT

All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client to Rplus at the rate and in the manner prescribed by law.

3.4 Outstanding Payments

If the Client is in breach of its obligations as to payment under Clause 3.2 Rplus shall be entitled to withhold delivery of any documents and reports that it is required to deliver to the Client as part of the Services or suspend the Services until all outstanding payments have been made in full. Any payment due from the Client to Rplus which is not paid by the due date shall bear interest at the rate of 3% per annum above the base lending rate of Barclays Bank plc from the due date for payment until the date when payment is made.

4. PROFESSIONAL INDEMNITY INSURANCE

Rplus shall use reasonable endeavors to maintain professional indemnity insurance in an amount not less than £1,000,000 for any one occurrence or series of occurrences arising out of one event for the period of six years from the effective date of this Agreement provided always that such insurance is available to Rplus at commercially reasonable rates.

5. LIABILITY

The total liability of Rplus under or in connection with this Agreement (except for death and personal injury) whether in contract in tort for breach of statutory duty or otherwise shall be limited to an aggregate amount of three times the amount of the Fees paid by the Client to Rplus. Neither party shall be liable to the other for indirect, consequential or special loss or damage or any loss of revenue or profits.

6. ADDITIONAL WORK

If Rplus has to carry out additional work and/or suffers disruption in the performance of the Services because the Services are varied by the Client or because of any delay by the Client in fulfilling his obligations under Clause 3.1 the Client shall compensate Rplus by making an additional payment to Rplus in respect of the additional work carried out and/or the disruption suffered calculated on the basis of reasonable time-based fees.

7. COPYRIGHT AND INTELLECTUAL PROPERTY

The copyright and intellectual property rights (IPR) in any document's drawings, software, models or designs prepared as part of the Services shall remain vested in Rplus, and Rplus shall grant to the Client, a non-exclusive, royalty-free, non-transferable license to use any software strictly necessary for the sole purpose of receipt and enjoyment of the Services.

8. DATA PROTECTION

The Client shall comply with all applicable laws and rulings and regulations (including but not limited to rulings from the European Court of Justice) relating to data protection and conformance to the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and with all relevant guidelines and guidance notes issued from time to time by the appropriate regulatory authorities as such laws, guidelines and guidance relate to the Client’s position as a data controller. The Client shall ensure that the personal data (as defined in the Data Protection Act 1998 or any subsequent Act or Regulations) which it supplies or discloses to Rplus pursuant to this Agreement has been obtained fairly and lawfully and that it has obtained all necessary consents to enable:

- a) it to supply or disclose the personal data to Rplus; and
- b) Rplus to process the personal data in accordance with this Agreement.

Rplus shall comply with all applicable laws and regulations relating to data protection and conformance to GDPR and with all relevant guidelines and guidance notes issued from time to time by the appropriate regulatory authorities as such laws, guidelines and guidance relate to Rplus’s position as a data processor. Rplus shall implement technical and organizational measures to protect any data that constitutes personal data.

If either party supplies or discloses personal data to one another, the other shall:

- a) ensure that such personal data is used only as instructed by the party who is the Controller of that data; and
- b) notify the other party of any request it receives from data subjects for subject access or changes to the personal data or any correspondence with the Information Commissioner.

9. DISPUTE RESOLUTION AND ADJUDICATION

The Parties shall seek to resolve amicably any disputes or differences whatsoever which may arise at any time between the Parties out of or in connection with or touching or concerning this Agreement including any dispute or difference regarding its existence, validity or termination (except as otherwise specified in this Agreement). In the event that any dispute or difference is not resolved amicably within 30 days of either party notifying a dispute or difference in accordance with this clause, the parties shall resolve such a dispute through Adjudication.

Adjudication: If any dispute or difference arises under out of or in connection with this Agreement then either party may refer any such dispute to an Adjudicator for adjudication in accordance with the following provisions:

- the Scheme for Construction Contracts SI No. 649 of 1998 shall apply; and,
- if the parties are unable to agree on a person to act as adjudicator, then the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of the Technology and Construction Bar Association; and Rplus
- the Adjudicators decision is binding until the dispute or difference is finally determined by the Courts.

10. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Client and Rplus in relation to the Services and no amendments to these Conditions of Engagement shall be valid unless expressly agreed in writing by Rplus.

11. FORCE MAJEURE

Neither party shall be in breach of this Agreement where any failure or non-performance is due to circumstances beyond their reasonable power to control due to acts of God, exceptionally inclement weather, fire, flood, industrial action, war, riot, civil commotion, acts or threats of terrorism (an "Event of Force Majeure") The party suffering an Event of Force Majeure shall advise the other party as soon as practicable and shall perform its obligations under this Agreement to the best level reasonably achievable in the circumstances.

12. LAW

This Agreement shall be governed by English law and each party agrees that all disputes arising out of or in connection with this Agreement and/or with the negotiation, validity or enforceability and the relationship between the parties (in each case whether or not regarded as a contractual claim) shall be exclusively governed by and determined in accordance with the laws of England. Each party expressly submits to the exclusive jurisdiction of the English courts.