

TERMS & CONDITIONS

G-Cloud 13

**Agile Solutions GB Ltd Terms and Conditions for the provision of professional services as covered
in G Cloud 13:**

ARTICLE I

1.1 Definitions

Affiliate shall mean any entity that, directly or indirectly, through one or more intermediaries, (a) owns or controls a Party, (b) is owned or controlled by a Party, or (c) is under common control or ownership with a Party. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the direct or indirect beneficial ownership of more than 50% of the equity securities of an entity, or, in the case of an entity which is not a corporation, more than 50% of the voting and/or equity interest.

Confidential Information means confidential information concerning the technology, business or activities of either Party and any other information which by its nature is confidential or which is so specified including, without limitation,

- a. Technical information including details of research projects and plans, results and data from trials, and the skills, experience and qualifications of individuals working for either Party.
- b. Commercial information, including the terms of commercial agreements (including this agreement and the existence of such agreements), the identity of customers, suppliers and collaborative partners, and buying and selling policies and procedures.
- c. Strategic and financial information including business plans, board decisions, past and current projects and proposals, and unpublished accounts and
- d. Third party information including confidential information relating to any group company and information received in confidence from a third party, including information provided by collaborative partners.
- e. Systems and network device details including (but not limited to) platforms configurations passwords and security systems
- f. Trade secrets
- g. Intellectual property of any kind
- h. Information which if disclosed might reasonably be expected to cause disadvantage or loss to a Party, its customers or agents.

Consent means prior written consent of a Party, such consent not to be unreasonably withheld or delayed.

Customer Data means any information in any form, relating to the customers of Customer.

Fees mean the charges specified in Article 4.1 hereof.

Concept Analytics IPRs means all its intellectual property rights, wherever in the world enforceable, including without limitation, patents; databases; registered or unregistered trademarks and any goodwill represented thereby and pertaining thereto; copyright; registered design or

unregistered design rights; know-how; any rights in respect of Confidential Information; products arising out of any of the above (for example, documentation and quality processes); any rights created by use of any of the above; any applications for registration of any of the foregoing;

Performance Standards means the Service Standards set out in the relevant Statement of Work.

Security Requirements means any reasonable security requirements as are imposed on Concept Analytics by Customer from time to time.

Statement of Work (SOW) means the Statement of Work referencing this Agreement and describing the scope of the Services and other specific terms and conditions pertaining thereto.

Appendix A provides an example of a SOW format.

Customer's IPRs means all the intellectual property rights, wherever in the world enforceable, in the processes, formulae, software and systems developed in the performance of this Agreement including without limitation, patents; invention disclosures; software programmes; databases; invention disclosures; software programmes; databases; registered or unregistered trademarks and any goodwill represented thereby and pertaining thereto; thereto; copyright; registered design or unregistered design rights; know-how; any rights in respect of Confidential Information; products arising out of any of the above (for example, documentation and quality processes); any rights created by use of any of the above; and any applications for registration of any of the foregoing.

Third Party IPRs means all intellectual property rights of a third party, wherever in the world enforceable, including without limitation, patents; databases; registered or unregistered trademarks and any goodwill represented thereby and pertaining thereto; copyright; registered design or unregistered design rights; know-how; any rights in respect of Confidential Information; products arising out of any of the above (for example, documentation and quality processes); any rights created by use of any of the above and any applications for registration of any of the foregoing

ARTICLE II

SERVICES

2.1 Scope of Services

During the term of this Agreement, Concept Analytics will provide the Services, as per the project plan described in the Statement of Work.

2.2. Performance Standards and Review

Concept Analytics' performance of the Services will at least meet each of the Performance Standards. The Parties may, from time to time, negotiate in good faith, modifications to the Performance Standards.

2.3. Addition to or Modification of Services

The Parties may from time to time, agree to modify certain provisions of this Agreement or the Statement of Work. Any such addition or modification to this Agreement, the Statement of Work, the Schedules, the Services, or any component of the Services expressly provided for herein (including, but not limited to, modifications to the Performance Standards) shall be as

mutually agreed to by the Parties and shall be effected only through an amendment or supplement to this Agreement signed by both Parties

2.4 Acceptance of Services / Deliverables

Customer agrees to notify Concept Analytics of its acceptance or rejection of the Services / Deliverables within 10 days from the date of delivery, failing which the same shall be deemed accepted by the Customer

ARTICLE III

3.1 Technical Support and Personnel

(a) Concept Analytics and Customer shall each appoint appropriate representatives to deal with operational services and transitions as may be necessary for the purpose of implementing this Agreement.

(b) Personnel . Concept Analytics shall recruit and maintain personnel (i) adequately trained and skilled to perform its obligations under this Agreement and (ii) possessing at least such training, knowledge and experience as is regarded as industry standard in the provision of the tasks to which they are assigned.

(c) It is agreed by the parties that on completion of 17 months term on a project, Concept Analytics may replace any of its personnel (whether onsite or offshore) for such personnel's professional development and growth, without affecting the services rendered by such personnel. Concept Analytics shall ensure that such personnel is replaced by another personnel of equivalent skills and capabilities. Any such removal shall be effective after thirty (30) days' notice by Concept Analytics to Customer. Concept Analytics shall assign a suitable replacement resource to perform the services within two weeks prior to such replacement to provide a smooth knowledge transfer.

(d) Training of Personnel. Where applicable, each Statement of Work shall include the obligations of each party as to the training of personnel.

3.2 Regulatory Compliance

Concept Analytics will comply, and will cause each of its employees to comply, with all the regulatory requirements applicable to Concept Analytics by virtue of its performance of the Services.

3.3 Compliance Monitoring

Concept Analytics will conduct regular periodic monitoring of compliance with the regulatory requirements described in Article 3.2 above.

3.4 Subcontracting

(a) Concept Analytics shall not subcontract any of its obligations hereunder to any entity or person, except its wholly-owned subsidiaries, (including in particular any information technology function) without Consent of Customer. In the event of Customer's Consent being given, Concept Analytics shall be the prime contractor under this Agreement and Concept Analytics assumes full responsibility for the delivery and performance of the Services hereunder. Notwithstanding the foregoing, Customer's consent shall not operate as a waiver of any right Customer may have

against Concept Analytics, any such subcontractor or third parties, nor shall any such consent relieve Concept Analytics of any of its obligations hereunder. Concept Analytics is solely responsible for the management and payment of all of its permitted subcontractors. In addition, Concept Analytics is responsible for its subcontractors' compliance with the terms of this Agreement.

(b) Concept Analytics shall fully inform each of its permitted subcontractors hereunder of all of the provisions and requirements of this Agreement relating to the work to be performed and/or the services or materials to be furnished under such subcontract. Without limiting the generality of the foregoing, Concept Analytics will not disclose any Confidential Information of Customer to any third party subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner that is no less restrictive than that required of Concept Analytics under this Agreement, and then only to the extent necessary for such subcontractor to perform the services subcontracted to it. Further, for purposes of conducting internal audits and complying with applicable regulatory requirements, Concept Analytics will ensure that each of its subcontractors provide Concept Analytics access to all subcontractor records relative to such subcontractor's performance of any of the Services. As part of Concept Analytics' agreement with its subcontractor, Concept Analytics will cause the subcontractor to be subject to all of the audit requirements to which Concept Analytics is subject.

(c) Concept Analytics will be responsible for maintaining all hardware and software used by Concept Analytics' subcontractors and provided by Concept Analytics in connection with the provision of the Services. Each party shall manage and monitor the telecommunication network and be responsible for maintaining the telecommunication lines at its own end.

(d) The responsibility for providing hardware, software, communications and tools required for performance of the Services shall be as defined in the Statement of Work. If any special terms are applicable to the software/tools to be provided by Concept Analytics then Concept Analytics shall inform Customer and obtain Customer's written approval prior to using such software/tools in performance of the Services.

ARTICLE IV

FEES & PAYMENT TERMS

4.1 Fees And Invoices

(a) Concept Analytics' rates and pricing for the Services, including all implementation, development, licensing, monthly operational, training and related fees (the "Fees"), shall be as set forth in each Statement of Work. Prices may be varied subject to the terms of any Statement of Work.

(b) Unless different invoicing and/or payment terms are mutually agreed to in an applicable Statement of Work, Customer shall pay by wire transfer all Fees to Concept Analytics' designated account within thirty (30) days of date of the invoice. Any undisputed amount due hereunder, which is not paid within the period as stated above, shall bear a late fee of 1.5% per month. All invoices for Time & Material engagements herein shall be raised on fortnightly basis.

(c) Concept Analytics shall not be responsible/liable for any delays in performance of Services, provided that such delay is caused due to Customer not fulfilling any of its obligations/responsibilities under this Agreement. For removal of doubt, it is expressly agreed

between the Parties that, for fixed price projects, Concept Analytics shall be entitled to bill and receive from Customer, a reasonable sum for resources employed during the period of such delay and for time and material projects, Concept Analytics will be entitled to bill and receive from Customer, the full rate for each resource placed on the project during the period of such delay.

(d) All Onsite services provided by Concept Analytics shall be invoiced and billed by Concept Analytics Ltd having its office at 40 Birmingham Road, Walsall, West Midlands WS1 2NH, U.K. and Customer shall make all payments for such services rendered by Concept Analytics.

4.2 Out of Pocket Expenses

Concept Analytics shall invoice Customer, (without Value Added Tax) monthly in arrears, for reasonably disbursed out-of-pocket expenses, if any, provided that such out-of-pocket expenses are necessarily and actually incurred by Concept Analytics (or paid to a third party) in the performance of its services under this Agreement and notified and agreed in advance. Concept Analytics and Customer agree that if payments made under this Section 4.2 are, or become subject to Value Added Tax (VAT) the intention of the Parties is that VAT also be reimbursed by Customer.

4.3 Taxes

(a) Concept Analytics shall add to each invoice any applicable Value Added Tax.

(b) Concept Analytics shall add to each invoice any applicable direct or Indirect Tax, except for the taxes arising from its own income. Customer agrees that all taxes pertaining to the services hereunder shall be borne by Customer.

(c) Customer and Concept Analytics shall each bear sole responsibility for all taxes, assessments, and other real property-related levies or personal property taxes on its owned property.

4.4 Disputed Fees

In the event that Customer disputes, in good faith, any charges on an invoice, it shall notify Concept Analytics of such dispute within seven days of the receipt of the respective invoice and the parties shall resolve the dispute in good faith within fourteen (14) days following Customer's notice to Concept Analytics thereof. Any such dispute shall not affect Customer's obligation to pay Concept Analytics the undisputed part of the invoice.

4.6 Annual Escalation

Rates appearing in this Agreement would be increased on an annual basis to account for inflationary increases.

4.7

Hours and Overtime

With respect to Services provided on a time and materials basis, any Services provided by an individual in excess of 8 hours per day or on Saturday, Sunday or official holidays shall be charged at 1.5 times the normal billing rates applicable.

ARTICLE V

CONCEPT ANALYTICS REPRESENTATIONS AND WARRANTIES

Concept Analytics represents and warrants as of the date hereof as follows:

5.1 Organization and Qualification

Concept Analytics is duly organized and existing in good standing under the laws of the jurisdiction in which it is organized, is duly qualified and in good standing in every jurisdiction in which the character of its business requires such qualifications, and has the power to own its property and to carry on its business now being conducted.

5.2 Due Authorisation

The execution and delivery of this Agreement and compliance by Concept Analytics with all provisions of this Agreement (a) are within the power and authority of Concept Analytics, and (b) have been duly authorized by all requisite proceedings. This Agreement has been duly executed and delivered by Concept Analytics and constitutes a valid and binding agreement of Concept Analytics, enforceable in accordance with its terms.

5.3 Conflicting Agreements

The execution and delivery of this Agreement shall not conflict with or result in a breach of the terms, conditions or provisions of, give rise to a right of termination under, constitute a default under, or result in any violation of the documents under which Concept Analytics is constituted.

5.4 Consents

Concept Analytics has obtained all authorisations or other consents, approvals and served all notices that are required in connection with (a) the performance by Concept Analytics of its obligations under this Agreement, (b) the development, implementation or operation of the systems necessary to perform the Services in accordance with the applicable provisions of this Agreement and in compliance with all applicable laws and Regulatory Requirements, (c) the validity and enforceability of this Agreement; or (d) the execution, delivery and performance by Concept Analytics of this Agreement.

5.5 Intellectual Property Rights

Concept Analytics represents and warrants that it owns, or has the right to use or sublicense under valid and enforceable agreements, all Concept Analytics IPRs used in, reasonably necessary for or related to the operation of the Services. The operation of the Services as presently conducted or, to the knowledge of Concept Analytics, proposed to be conducted by Concept Analytics does not infringe or violate any intellectual property of any third party, and Concept Analytics has not received any charge, complaint, claim, demand or notice alleging any such infringement or violation. In the event it is determined that Concept Analytics IPRs or Services are infringing upon any intellectual property of a third party, Concept Analytics shall at its option, as soon as practicable, (a) obtain for Customer the right to continue using the infringing item, (b) replace the infringing item or modify it such that it becomes non-infringing, or (c) provide a temporary work-around provided that the Services are not materially affected by such work-around until such work-around can be replaced with the remedy set forth in subsection (a) or (b) above.

5.6 Compliance with Regulatory Requirements.

Concept Analytics represents and warrants that the Services, including without limitation, all processing performed as part of the Services, will comply with all applicable regulatory requirements.

5.7 Network Access, Software & Tools

5.7.1 Concept Analytics represents that its security measures do, and will at all times, comply with the Security Requirements as are necessary to perform the Services. Customer will be responsible for all of its own internal controls, including its own data security, loss prevention and auditing functions.

5.7.2 Without prejudice to the foregoing Concept Analytics shall ensure that all its contractors, consultants and employees engaged in respect of the Services will abide by Customer's reasonable policies and guidelines communicated to Concept Analytics concerning information security.

5.7.3 The final deliverables to be provided by Concept Analytics shall conform to the specifications described in the Statement of Work. Where such deliverables are reported as not conforming to the applicable specifications described in the Statement of Work, Concept Analytics shall correct all such non-conformances that are reported to Concept Analytics within a period of 30 (thirty) days (unless a different period is provided in the Statement of Work) after Customer's receipt of such deliverables.

5.8 Disclaimer:

Concept Analytics expressly disclaims, and Customer hereby waives, all representations and warranties (other than the warranties set forth in this Agreement or any statement of work), whether express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose or warranties of non-infringement that are not otherwise set forth in this Agreement or the SOW and any warranties arising out of course of dealing or course of performance that are not otherwise set forth in this agreement or the SOW.

ARTICLE VI

CUSTOMER'S REPRESENTATIONS AND WARRANTIES

Customer represents and warrants as of the date hereof as follows:

6.1 Organization and Qualification

Customer is duly organized and existing in good standing under the laws of the jurisdiction in which it is organized, is duly qualified and in good standing as a foreign corporation in every jurisdiction in which the character of its business requires such qualifications, and has the power to own its property and the authority to carry on the business contemplated by this Agreement

6.2 Due Authorisation

The execution and delivery of this Agreement and compliance with all provisions of this Agreement (a) are within the corporate power and authority of Customer, and (b) have been

duly authorized by all requisite corporate proceedings. This Agreement has been duly executed and delivered by Customer and constitutes a valid and binding agreement of Customer, enforceable in accordance with its terms.

6.3 Compliance with Regulatory Requirements

Customer has complied with and shall, throughout the term of this Agreement, continue to comply with all applicable local, regional and international laws and regulatory requirements with which it is required to comply.

6.4 Intellectual Property Rights

Customer represents and warrants that it owns, or has the right to use or sublicense under valid and enforceable agreements, all Customer IPRs used in or reasonably necessary for the performance of the Services. Customer has not received any charge, complaint, claim, demand or notice alleging any infringement or violation of third party rights by Customer.

ARTICLE VII

PROPRIETARY RIGHTS

7.1 Data

(a) Customer shall own all Customer Data in whatever form or format, and Concept Analytics hereby waives any interest, title, lien or other right thereon. Any access to Customer Data by Concept Analytics shall be for purposes of performing the Services only and shall be subject to the confidentiality provisions in terms of this Agreement. Concept Analytics will not, without the express written consent of Customer, which may be withheld at Customer's sole discretion, (a) use Customer Data other than in connection with providing the Services, (b) disclose, sell, assign, lease or otherwise provide to third parties (other than provide to Concept Analytics' subcontractors authorized by Customer, the Customer Data or (c) commercially exploit such Customer Data. Concept Analytics shall return to Customer all Customer Data provided to Concept Analytics, upon termination or expiration of this Agreement.

(b) Customer shall own and have all right, title and interest in and to all of the following information:

(i) Customer's IPRs, the contents of any reports generated for Customer under this Agreement, including all data contained therein; (ii) all information based on or utilizing Customer Data; (iii) all Customer-client-related information including Customer Data and Customer Confidential Information contained in Concept Analytics databases; and (iv) all information relating to Customer and how it conducts its business.

7.2 Intellectual Property Rights

7.2.1 Concept Analytics IPRs

Concept Analytics will retain all rights in Concept Analytics IPRs. Concept Analytics will obtain the prior written approval of Customer for using Concept Analytics IPRs in the performance of the Services. Upon introduction of any Concept Analytics IPRs in providing the Services, Concept Analytics will grant Customer rights of access to, and use of, Concept Analytics IPRs during the performance of the Services solely as necessary for reviewing the results of the Services, at

terms and conditions as mutually agreed. At the expiration or upon any whole or partial termination of this Agreement, Concept Analytics will provide Customer, solely in connection with Customer's use of the deliverables resulting from the Services, a perpetual, irrevocable, fully paid-up, non-exclusive license to use, Concept Analytics IPRs and to sublicense such rights to other entities solely for the purpose of providing services to Customer, and to the extent the same is incorporated in the final deliverables. Any Concept Analytics IPRs incorporated into the deliverables are provided on an as-is basis and Concept Analytics disclaims all warranties (including warranties of support) in respect thereof. If Customer requests support for the Concept Analytics IPRs and Concept Analytics, in its sole discretion, agrees to provide such support, then the Parties will mutually agree on applicable terms for Concept Analytics' support of such Concept Analytics IPRs after completion of the Services

7.2.2 Third Party IPRs

Concept Analytics will obtain the prior written approval of Customer for using any Third Party IPRs in the performance of the Services. Prior to introducing any Third Party IPRs in providing the Services, Concept Analytics will ensure that Customer has the right to purchase ongoing maintenance and support for such Third Party IPRs on commercially reasonable terms; provided, however, that Concept Analytics's obligation set forth in (i) shall be one of commercially reasonable efforts if and only if the Third Party IPRs are generally commercially available. To the extent that Concept Analytics is unable to fulfill such obligations, Concept Analytics shall notify Company in writing of its inability to grant Customer such a license and of the cost and viability of other Third Party IPRs that can perform the requisite functions and with respect to which Concept Analytics has the ability to grant such a license.

7.2.3 Rights in Developed Works.

(a) Works developed by Concept Analytics or its subcontractors exclusively for Customer under this Agreement will be considered "works made for hire" for Customer (each of such Works a "Developed Work"). Such Developed Works shall, subject to any rights that the Concept Analytics may have in Concept Analytics IPRs or other third parties may have in Third Party IPRs, belong exclusively to Customer with Customer having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, any domestic and foreign intellectual property rights in such Developed Works (including patents, copyrights, registrations, and other appropriate intellectual property or other protections). Concept Analytics may use such Developed Works solely to provide the Services during the Term.

(b) To the extent that exclusive title and/or ownership rights in the Developed Works may not originally vest in Customer as contemplated by the foregoing (e.g., may not be deemed works made for hire), Concept Analytics shall, subject to the rights of Concept Analytics and third parties, irrevocably assign, transfer and convey to Customer or its designees all right, title, interest and ownership therein. Concept Analytics and its employees and agents shall give Customer or its designees, all reasonable assistance and execute all documents necessary to assist or enable Customer or its designees to perfect, preserve, register or record their rights in any such Developed Works. Customer shall reimburse Concept Analytics all reasonable expenses incurred by Concept Analytics in complying with the provisions of this paragraph.

7.2.4 Customer IPRs

7.2.4.1 Customer shall have the absolute and exclusive proprietary rights to all of Customer IPRs. Concept Analytics acknowledges that any and all of Customer IPRs is and shall remain the property of Customer and shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership or any such rights.

7.2.4.2 Concept Analytics will use Customer IPRs only with the consent of Customer during the performance of the Services. Upon completion or earlier termination of the Services, Concept Analytics shall forth with discontinue such use, without receipt of compensation for such discontinuation.

7.2.4.3 Concept Analytics shall not during or after the expiry or termination of this Agreement, without the prior written consent of Customer, use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, trade name, trading style or commercial designation of Customer.

7.2.4.4 Concept Analytics will grant a duly authorized representative of Customer upon reasonable prior notice, a right to enter any of Concept Analytics's premises for the purposes of verifying that the provisions of this Agreement (including in particular compliance with this Article are being complied with).

7.3 Residual Knowledge

Nothing contained in this Agreement shall restrict either party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this Agreement ("Residual Knowledge"); provided, however, that in doing so such party does not (a) infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement.

ARTICLE VIII

GENERAL COVENANTS

8.1 Disclosures

The Parties shall cooperate fully with each other in providing all required notices and disclosures to the appropriate governmental or regulatory authorities concerning the initiation or termination of this Agreement or of the Services or of any substantial changes in the Services.

8.2 Disclosure to Regulatory Agencies

Upon written request made by a regulatory authority to Concept Analytics in relation to this Agreement, Concept Analytics will (i) promptly notify Customer of such request, (ii) make available to the requesting entity any and all information relating to Concept Analytics' compliance with the applicable regulatory requirements and, if so requested, (iii) allow Customer's representatives and/or the requesting regulatory authority to visit a site from which Concept Analytics' provided the Services for the purposes of observing and verifying Concept Analytics' compliance with such regulatory requirements.

8.3 Operating Environment

Concept Analytics will ensure that the Developed Works function in the operating environment specified in the applicable Statement of Work.

ARTICLE IX

TERM AND TERMINATION

9.1 Term

This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with this Article.

9.2 Termination

9.2.1. Termination for Cause

Either party may terminate this Agreement, in whole or in part, if the other party breaches in any material respect, any of its duties or obligations under this Agreement and fails to cure such breach within thirty (30) days, after notice provided. However, the Parties shall make all attempts to resolve the dispute by the Dispute Resolution Clause before terminating the Agreement.

9.2.2. The effective date of termination under 9.2.1 above will be the 7th calendar day from the date of expiry of the 30-day notice period unless the innocent party expressly waives its right of termination.

9.2.3. Termination for Convenience

Customer may terminate this Agreement for convenience upon Three (3) months written notice. Concept Analytics will be entitled to be reimbursed for un-recovered capital expenditures, reasonable transition and start-up costs, all hardware equipment and software costs, any proprietary tools bought or licensed by Concept Analytics specifically for the performance of the Services, any costs as regards facilities and work done until the effective date of termination.

9.2.4 Concept Analytics may terminate this Agreement for convenience with 3 months prior written notice.

ARTICLE X

INDEMNITY

10.1 Customer's Indemnification

Customer shall indemnify, defend and hold harmless Concept Analytics and its directors, officers, employees, agents, Affiliates and subsidiaries against and from all losses, judgments, damages,

claims, liabilities, costs or expenses (including without limitation, reasonable attorneys' fees and expenses) that may at any time be incurred by any of them):

- a) relating to bodily injury, death or real or tangible personal property damage (excluding software, data and related documentation) resulting from Customer's or Customer's agents' wilful misconduct or gross negligence; and
- b) In connection with Customer's failure to comply with any laws or regulations relating to the Services with which Customer is required to comply.
- c) In connection with infringement of any third party rights caused by any of the inputs/materials provided by Customer or breach of any other terms of this Agreement.

10.2 Concept Analytics' Indemnification

Concept Analytics shall indemnify and hold harmless Customer from, and defend Customer and its directors, officers, employees, agents, Affiliates and subsidiaries against and from all losses, judgments, damages, claims, liabilities, costs or expenses (including without limitation, reasonable attorneys' fees and expenses) that may at any time be incurred by any of them in connection with:

- (a) any third party claim that Concept Analytics' IPRs, any software or hardware used by Concept Analytics in its provision of Services infringe upon any patents of such third party, or any copyrights, trademarks, service marks, trade secrets or other similar proprietary rights of such third party; Provided further that Concept Analytics shall not be liable to indemnify Customer in the event any losses due to infringement or misappropriation if such infringement or misappropriation arise as a result of:
 - i. Any materials or Intellectual Property furnished by Customer and utilized by Concept Analytics in providing services;
 - ii. Compliance by Concept Analytics with Customer's instructions, specifications, modifications, etc;
 - iii. Modification of the work or Work Product by a party other than Concept Analytics which is not under Concept Analytics's control ;
 - iv. Use of either the whole or any portion of the Work Product, services or Deliverables in combination with any third party work/goods/products/services not furnished or recommended by Concept Analytics.
- (b) bodily injury, death or real or tangible personal property damage (excluding software, data and related documentation) resulting from Concept Analytics' or its agents' or subcontractors' wilful misconduct or gross negligence;

10.3 Procedure for Indemnification

A party (the "Indemnified Party") seeking indemnification under this Article shall be entitled to the indemnification described in this Article provided:

- (a) the Indemnified Party shall notify the indemnifying party (the "Indemnifying Party") within ten (10) days after learning of the occurrence of any event that is asserted to be an indemnifiable event pursuant to this Agreement. If such event involves the claim of any third party, the Indemnifying Party shall be entitled to participate in and, to the extent it shall wish, assume control over (in which case the Indemnifying Party shall assume all

expense and provide a reasonable security for costs with respect to) the defence, settlement, adjustment or compromise of such claim.

- (b) The Indemnified Party shall have the right to employ counsel at the Indemnified Party's own expense and to participate in such action or claim, including settlement or trial, so long as such participation does not substantially interfere in the Indemnifying Party's defence of such claim or action. The Indemnified Party may obtain separate counsel at the Indemnifying Party's expense if the Indemnified Party reasonably determines that
 - (i) the Indemnified Party's interests are adverse to the interest of the Indemnifying Party or
 - (ii) the Indemnifying Party fails to diligently pursue the defence of such claim.

(c) The Indemnifying Party shall obtain the Consent of the Indemnified Party before entering into any settlement, adjustment, or compromise of such claim or ceasing to defend against such claim, if pursuant to or as a result of such settlement, adjustment, compromise, or cessation, injunctive or other non-monetary relief would be imposed against the Indemnified Party.

(d) In the event that the Indemnifying Party reimburses the Indemnified Party for any third party claim, the Indemnified Party shall remit to the Indemnifying Party any reimbursement that the Indemnified Party subsequently receives for such third party claim.

10.4 Limitation of Liability

(a) Notwithstanding anything to the contrary elsewhere contained, the total liability of a Party under this Agreement, shall not, in any circumstances, exceed the fees paid by Customer to Concept Analytics during the six months immediately preceding the date on which the claim arises under the respective Statement of Work, irrespective of the nature of the claim which results in such liability and whether based on contract or tort or any other theory of law.

(b) Except as otherwise expressly provided in this Agreement, an aggrieved party may not recover compensation for that part of a loss that could have been avoided by taking measures reasonable under the circumstances to avoid or reduce loss, including the maintenance before breach of contract, of reasonable systems for backup or retrieval of information. The parties must in all circumstances take all reasonable steps for mitigation of any loss.

(c) Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect or speculative or consequential or penal damages, including, but not limited to, any loss of use, loss of data, business interruptions, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Neither party shall also be liable for any third party claims, other than as expressly provided elsewhere in this agreement.

ARTICLE XI

CONFIDENTIAL INFORMATION

11.1 Protection

All Confidential Information disclosed by a party hereto to any other party hereto in the course of performing under this Agreement or to which a party hereto gains access in connection with this Agreement, including, without limitation, Customer Data or Concept Analytics customers or third party vendors, shall be deemed to be the property of the disclosing party and confidential. The receiving party shall: (a) receive Confidential Information in confidence; (b) use reasonable efforts to maintain the confidentiality of Confidential Information and not disclose Confidential Information to third parties (except for the receiving party's representatives, agents and contractors who have a need to know, are under a duty of non-disclosure, and are acting for the sole benefit of the receiving party), which efforts shall accord Confidential Information at least the same level of protection against unauthorized use and disclosure that the receiving party customarily accords its own information of a similar nature; (c) use or permit the use of Confidential Information solely in accordance with the terms of this Agreement; and (d) promptly notify the disclosing party in writing of any loss or unauthorized use or disclosure of or access to the disclosing party's Confidential Information of which it becomes aware. Notwithstanding any other provision of this Agreement, Customer Data is Confidential Information for all purposes. This obligation shall not cease upon termination of this agreement.

11.2 Exclusions

The restrictions on disclosure set forth above shall not apply when, and to the extent that, the Confidential Information:

- (a) is or becomes generally available to the public through no fault of the receiving party (or any Company acting on its behalf);
- (b) was previously rightfully known to the receiving party free of any obligation to keep it confidential;
- (c) is subsequently disclosed to the receiving party by a third party who may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential;
- (d) is independently developed by the receiving party or a third party without reference to the disclosing party's Confidential Information; or
- (e) is required to be disclosed by the receiving party as a matter of law or by order of a court; provided, however, that the receiving party shall give prior written notice to the disclosing party so that the disclosing party may seek an appropriate protective order or other remedy and/or waive the provisions of this Agreement, and the receiving party will cooperate with the disclosing party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the disclosing party waives, in writing, compliance with the relevant provisions of this Agreement, the receiving party will furnish only that portion of the Confidential Information which, in the written opinion of the receiving party's counsel, is legally required to be disclosed and, upon the disclosing party's request use good faith reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

11.3 Return or Destruction of Confidential Information Upon Termination of Agreement

Upon the termination or expiration of this Agreement, each party shall promptly return or destroy, as directed by the other, (and certify as to the destruction thereof, without retaining any copies) all materials subject to Intellectual Property Rights of the other party, all Confidential Information of the other party, and other information, documents, manuals and other materials belonging exclusively to the other party, except as may be otherwise provided in this Agreement.

11.4 Equitable Relief

The parties acknowledge that the breach of any portion of this Article would cause the disclosing party irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to other remedies available to it, the disclosing party shall be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of any portion of this Article by the receiving party.

ARTICLE XII

GENERAL TERMS AND CONDITIONS

12.1 Force Majeure

- (a) For the purposes of this Agreement, “Force Majeure Event” shall include any event, condition or circumstance that is beyond the control of the party affected (the “Affected Party”) and that, despite all efforts of the Affected Party to prevent it or mitigate its effects (including the implementation of the Disaster Recovery Plan), such event, condition or circumstance prevents the performance by such Affected Party of its obligations hereunder. The following events may be considered as examples of Force Majeure Events under this Agreement: (i) explosion and fire; (ii) flood, earthquake, storm, or other natural calamity or act of God; (iii) strike or other labour dispute; (iv) war, insurrection or riot; (v) acts of or failure to act by any governmental authority; (vi) changes in law and, (vii) failures of telecommunications and other utilities.
- (b) Obligations under Force Majeure. (i) If an Affected Party is rendered unable, wholly or in part, by a Force Majeure Event, to carry out some or all of its obligations under this Agreement, then, during the continuance of such inability, the obligation of such Affected Party to perform the obligations so affected shall be suspended. (ii) The Affected Party shall give written notice of the Force Majeure Event to the other party (the “Unaffected Party”) as soon as practicable after such event occurs, which notice shall include information with respect to the nature, cause and date of commencement of the occurrence(s), and the anticipated scope and duration of the delay. Upon the conclusion of a Force Majeure Event, the Affected Party shall, with all reasonable dispatch, take all necessary steps to resume the obligation(s) previously suspended. Notwithstanding the foregoing, an Affected Party shall not be excused under this Section 12.1 for (1) any non-performance of its obligations under this Agreement having a greater scope or longer period than is justified by the Force Majeure Event, or (2) for the performance of obligations that arose prior to the Force Majeure Event. Nothing contained herein shall be construed as requiring an Affected Party to settle any strike, lockout or other labor dispute in which it may be involved.

12.2 Severability

If any term, provision, or restriction of this Agreement and any appendix, exhibit, or schedule hereto is held by a court or panel of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement and such exhibits shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.3 Assignment of Agreement

Neither party shall assign, sublicense or otherwise transfer (voluntarily, by operation of law or otherwise) this Agreement or any right, interest or benefit under this Agreement to any entity or person except such party's wholly-owned subsidiaries, without the Consent of the other party.

12.4 Amendment and Modification of Agreement

No change, amendment or modification of any provision of this Agreement and Project Schedules or waiver of any of those terms shall be valid unless set forth in writing and signed by both Parties.

12.5 Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of The United Kingdom.

12.6 Dispute Resolution Process.

(a) In the event of any disagreement or dispute between the parties arising out of any matter relating to or arising out of this Agreement, the Parties shall, in the first instance seek to resolve the matter by discussions between their respective representatives designated specially for this purpose. In the event these representatives are unable to resolve the disagreement or dispute within seven (7) business days, it shall be referred for resolution to a committee comprising a senior management (Director level or above) representative from each Party.

(b) If the disagreement or dispute is not resolved pursuant to the above Clause within 30 days from the date it first arose, or if either party believes that it is unlikely to be resolved in this matter, any such dispute shall be finally referred to arbitration. Such arbitration shall be conducted under the Rules of Arbitration, by one arbitrator appointed in accordance with the said rules.

(c) Notwithstanding the determination by the Parties to utilize Arbitration as specified above for resolution of disputes arising out of or in connection with this Agreement, nothing herein shall preclude either party from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of this Agreement or to otherwise maintain the status quo pending outcome of any arbitration.

12.7 Waiver of Compliance or Enforcement

The failure of any party hereto to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather the same shall be and remain in full force and effect.

12.8 Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing, shall reference this Agreement and shall be deemed to have been delivered and given (a) when delivered personally; (b) eight (8) business days after having been sent by registered or other certified mail, return receipt requested, postage and charges prepaid, whether or not actually received; or (c) three (3) business days after deposit with a commercial overnight courier, with written verification of receipt. All communications shall be sent to the addresses set forth in this Agreement or in any particular Project Schedule or to such other address as may be designated by a party by giving written notice to the other party.

If to Concept Analytics:

If to Customer:

Directors

Concept Analytics Ltd

40 Birmingham Road

Walsall WS1 2NH

Email: info@conceptanalytics.co.uk

12.9 Headings

The headings used in this document are for convenience only and are not to be construed to have any legal significance.

12.10 Counterparts

This Agreement and Project Schedules may be executed in one or more counterparts, all of which together shall be considered one and the same agreement, and shall become effective when both of the counterparts have been signed by each party and delivered to the other.

12.11 Entire Agreement

This Agreement, including all Statements of Work governed by this Agreement, all Schedules attached hereto and all cross references referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations or understandings among the Parties with respect thereto.

12.12 Independent Contractor Status

The relationship of Concept Analytics to Customer is that of an independent contractor and nothing herein shall constitute or be deemed to constitute a joint venture, association, partnership, agency or other relationship between the Parties or to impose any obligation or liability upon either of the Parties based on such relationship.

12.13 Non Solicitation

Each party acknowledges that personnel to be provided by the other party represent a significant investment in recruitment and training, the loss of which would be detrimental to the other party's current and future business and profits. In consideration of the foregoing, each party ("the Covenantee Party") agrees that during the term of this Agreement and for a period of one year thereafter, the Covenantee Party will not and will procure that its Affiliate will not directly or indirectly, either on its own account or in conjunction with or on behalf of any other person, hire solicit or endeavour to entice away from the other party ("the Employer") any person who, during the term of this Agreement (or who within a period of 6 months prior to the date of termination of this Agreement), has been an officer, manager, employee, agent or consultant of the Employer and assigned to perform duties or tasks in connection with Services whether or not such person would commit a breach of contract by reason of leaving service or office; and Customer acknowledges that any act by Customer's client that falls within the scope of the above shall be deemed to be an act of Customer for the purposes of this clause. Customer shall impose restrictions on its clients to prevent them from soliciting or hiring Concept Analytics' employees.

12.14 Concept Analytics may use the name of Customer or its clients for whom Concept Analytics performs services under this Agreement, as customer references and in press releases and further, Concept Analytics may also mention the existence of this Agreement and a brief summary of the services performed for Customer in Concept Analytics' marketing and promotional materials, press releases/conferences, presentation or on Concept Analytics' website. The rights of Concept Analytics under this clause 12.14 are subject to Concept Analytics obtaining Customer's approval for the relevant contents of press releases, presentations and marketing and promotional materials, such approval not to be unreasonably withheld or delayed. Concept Analytics' rights under this clause are further subject to Concept Analytics not disclosing any Confidential Information of Customer or its clients without the prior written consent of Customer.

12.15 Interpretation

In the event of any conflict between the provisions of this Agreement and the provisions of any Statement of Work, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf as of the date first above written.

For and on behalf of Customer	For on and behalf of Concept Analytics Ltd
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

APPENDIX A

FORMAT OF STATEMENT OR WORK

1.0 REFERENCE

This Statement of Work is governed by the Master Services Agreement dated _____ signed between Concept Analytics Technologies _____ ("Concept Analytics") and _____.

2.0 SCOPE OF THE CONTRACT

Scope of the contract should define the nature of products/services to be provided by Concept Analytics. The H/W, S/W environment to be used should also be mentioned here.

3.0 PHASES OF THE CONTRACT

If the Customer has imposed life cycle definitions that should be referred to here. Each phase of the contract along with the deliverables and the duration/delivery date for the respective phase should be clearly defined.

4.0 MODE OF DELIVERY

No of copies, Media, Hardcopy / Softcopy, Mode of delivery should be specified;

5.0 ACCEPTANCE CRITERIA

The criteria which determines that the delivered product is acceptable by the customer has to be specified. Acceptance criteria are the specific results expected of the delivered system and include the business functions described in the final scope. The objective is to make sure that the software, after implementation, satisfies the needs and wants that customer has established. Acceptance criteria usually focus on usability, performance, compatibility and security. Here is potential language you can include in your contract:

The acceptance criteria should be defined in-line with the scope of development/services provided by Concept Analytics. Some examples are:

- Successful execution of all the functional test cases developed for acceptance testing could be a criteria for acceptance of the software
- Developed system should provide a response time of 15 seconds
- Product quality metrics like defect density should be best in class as per the Industry benchmarks
- Service Levels for post-delivery bug-fixes
- Service Levels for Implementation and support

The criteria could be any or combination of more than one of the above.

The acceptance criteria should be defined without any ambiguity "Client agrees to notify Concept Analytics of its acceptance and/or rejection of the deliverables/services within 5 working days from the date of the delivery/services provided, failing which the same shall be deemed accepted by the Client"

6.0 CONCEPT ANALYTICS' RESPONSIBILITIES

- To appoint suitable Project Manager(s) and team of consultants as required for the project.
- To adhere to the time schedules specified earlier.
- To obtain necessary sign-off/acceptances from the customer as per the specified schedule.
- To report the ongoing status of the project to the customer.
- To define standards and procedures to be used
- To maintain historic versions (where applicable)

7.0 CUSTOMER'S RESPONSIBILITIES

- To identify and depute suitable person (s) for co-ordination with Concept Analytics.
- To provide information to Concept Analytics pertaining to Customer organization, procedures, existing system wherever applicable.
- To provide necessary Tools/Facilities to Concept Analytics if these are agreed upon mutually. These have to be listed clearly specifying the terms and conditions of their usage.
- To inform Concept Analytics immediately about any factors possibly affecting the scope of the project or its successful implementation.
- To protect Concept Analytics proprietary information if applicable
- To prepare the acceptance plan and perform acceptance testing
- In case of maintenance projects, document the latest status of the application including status of documentation.

8.0 JOINT RESPONSIBILITIES

To conduct joint reviews of the project at the mutually agreed stages.

To co-operate and ensure free flow of information.

The following should be addressed / defined in this section

- The mode of interaction
- The level of information disclosure
- Guardianship of master copy of the product
- Issue escalation procedures

9.0 CHANGES TO CUSTOMER REQUIREMENTS SPECIFICATIONS

If there are any changes to CRS during development these will be discussed and any implications thereof will be mutually agreed upon.

10.0 FINANCIALS

10.1 Compensation

Total amount to be paid to Concept Analytics, as Compensation for rendering its services, should be specified. This should be substantiated by the necessary effort estimation / agreed rates etc. wherever necessary.

10.2 Terms of Payment

Invoices are raised for deliverables at each stage. Terms of payment should specify the timeframe within which the payment has to be made against the invoice. In the event that the payment has to be made immediately upon receiving the invoice, then that has to be clearly specified.

11.0 TERM OF THE SERVICES

12. WARRANTIES / SUPPORT

12.1 Training / Installation Support

This clause specifies the agreed terms for Installation of the software and training of the customer's representatives on the system.

12.2 Ongoing Training Support

This specifies the agreed terms for ongoing support of the system like retraining etc.

12.3 Warranty

This specifies the agreed terms for maintenance of the source code and handling of problems detected after acceptance during warranty phase.

Concept Analytics Ltd

Customer

Authorised Signatory

Authorised Signatory

Name

Name

Designation

Designation

