

## **Standard Service - TERMS AND CONDITIONS**

These Standard Service Terms and Conditions shall govern the Services provided by Defended Solutions Ltd Limited (the "Service Provider") to the Client as set out in the Statement of Work to which they are attached. These Terms, together with the Statement of Work, constitute the entire understanding and agreement between the Client and Defended Solutions Ltd Limited.

### 1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: "Agreement" means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services; "Client" means the party procuring the Services from the Service Provider who shall be identified in the Agreement; "Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); "Fees" means any and all sums due under the Agreement from the Client to the Service Provider, as specified in the Agreement; "Project" means any project or other service in relation to which the Service Provider is to provide the Services, as fully described in the Agreement; "Services" means the services to be provided by the Service Provider to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement; "Term" means the term of the Agreement as defined therein. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

### 2. Provision of the Services

2.1 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the IT consultancy sector in the United Kingdom.

2.2 The Service Provider shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

2.3 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.4 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Service that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

### 3. Client's Obligations

3.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services

3.2 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.3 The Client may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

3.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.5 If the nature of the Services requires that the Service Provider has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.

3.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Service Provider.

#### 4. Fees, Payment and Records

4.1 The Client shall pay the Fees to the Service Provider in accordance with the provisions of the Agreement.

4.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

4.3 All payments required to be made pursuant to the Agreement by either Party shall be made within 30 calendar days from the date of the invoice.

4.4 All payments required to be made by the Agreement by either Party shall be made in sterling in cleared funds to such bank in the UK as the receiving Service Provider may from time to time nominate.

#### 5. Liability, Indemnity and Insurance

5.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

5.2 The Service Provider's total liability for any loss or damage in respect of any individual occurrence or series of occurrences arising out of the Service shall be limited to the Fees receivable for the portion of the work giving rise to liability.

5.3 The Service Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Service Provider.

5.4 Nothing in the Agreement shall limit or exclude the Service Provider's liability for death or personal injury, fraud, fraudulent misrepresentation or any other liability which can be lawfully excluded.

5.5 The Client shall indemnify the Service Provider against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.

5.6 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

#### 6. Warranty

6.1 The Service Provider warrants that the Services shall be performed with reasonable care in a diligent and competent manner. The Service Provider's sole obligation shall be to correct any non-conformance with this warranty, provided that the Client gives written notice within thirty (30) days after the Services are performed or successful completion of the acceptance test plan, if applicable.

6.2 The Service Provider does not warrant and is not responsible for any products or services provided by a third-party vendor. The Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor.

#### 7. Confidentiality

7.1 Except as provided by sub-Clause 7.2 of the Agreement or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and after its termination:

- keep confidential all Confidential Information;
  - not disclose any Confidential Information to any other party;
  - not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
  - not make any copies of, record in any way or part with possession of any Confidential Information; and
  - Either Party may to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law disclose any Confidential Information to:
    - any sub-contractor or supplier of that Party;
    - any governmental or other authority or regulatory body; or
    - any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- 7.2 The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 8. Force Majeure

8.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 9. Termination

9.1 Either Party may terminate the Agreement by giving to the other not less than 1 month written notice.

9.2 Either Party may immediately terminate the Agreement by giving written notice to the other Party if the other Party commits any breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

9.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 10. Effects of Termination

10.1 Upon the termination of the Agreement for any reason:

- any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

## 11. No Waiver

11.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 12. Costs

12.1 Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement except as defined in the Agreement itself.

## 13. Assignment and Sub-Contracting

13.1 The Service Provider may, from time to time, appoint such other thirdparty consultants and contractors as required to perform services necessary for the Project.

#### 14. Licence and Ownership

14.1 Except where otherwise agreed and on payment in full of the Price, Defended Solutions Ltd assigns to the Customer ownership of the Intellectual Property Rights in the Software.

#### 15. Time

15.1 The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

#### 16. Relationship of the Parties

16.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

#### 17. Non-Solicitation

17.1 Neither Party shall, for the term of the Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

#### 18. Notices

18.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

- when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated.

18.3 In each case notices shall be addressed to the most recent address, email address, or facsimile number notified to the other Party.

#### 19. Entire Agreement

19.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

19.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

#### 20. Severance

20.1 In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.