

Risk Sensing Solutions Ltd

G-Cloud 14 - Terms and Conditions

06th May 2024

1. General

- 1.1 These General Terms and Conditions of Business shall apply to all engagements for professional services provided to you by Risk Sensing Solutions.
- 1.2 The scope of our work will be set out in our Engagement Letter which incorporates these General Terms and Conditions of Business.
- 1.3 Should any term of our Engagement Letter conflict with these General Terms and Conditions of Business, the term in the Engagement Letter shall prevail over the term in the General Terms and Conditions of Business.
- 1.4 The headings contained in these terms and the Engagement Letter are for convenience only and do not affect their interpretation.
- 1.5 Services provided to you by Risk Sensing Solutions may result in a financial benefit to our members.

2. Fees

- 2.1 The Supplier shall submit an invoice (quoting the purchase order number as provided by the Client, if applicable) to the Client upon acceptance of the Deliverables in accordance with the provisions of intellectual property or completion of a Service in accordance with the provisions of the relevant Workorder Schedule (including the meeting of any specified Milestone, where applicable).
- 2.2 The payment terms in respect of invoices submitted in accordance with Acceptance of Deliverables shall be next 30 days from the date of the relevant invoice and the amounts payable shall be exclusive of VAT but inclusive of all other taxes, imports and fees. If VAT is payable, it shall be separately identified on the invoice and shall be payable by the relevant Party subject to receipt of a valid VAT invoice from the other Party.
- 2.3 The Client shall, within 10 Business Days of receipt, inform the Supplier in writing if the Client, acting reasonably, has a query in respect of an invoice and wishes to withhold payment of it, or a part of it. In the absence of such notice the invoice shall be deemed to have been accepted.
- 2.4 Any query submitted pursuant to clause 2.3 shall be discussed between the Parties' representatives for a period of 10 Business Days after the invoice due date. If the query is resolved within such a period, the amount in question shall be paid immediately and if it is not resolved in such a period.
- 2.5 Unless expressly set out in the Quote/Proposal, Fees are exclusive of expenses, which shall be agreed by the Parties prior to the Supplier incurring them.

3. Information provided by you.

- 3.1 You will provide us with all necessary documentation and information required to enable us to provide the Services.
- 3.2 You confirm that the documentation and information so provided to us and all statements and expressions of opinions are complete and accurate for the purposes of the Engagement, and you acknowledge that we may rely upon it.
- 3.3 You will keep us fully informed of any developments and information which may come to your attention, and which may have a bearing on the provision of the Services.

4. Intellectual Property Rights

- 4.1 Unless expressly set out in the Agreement or any Work Order, neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.
- 4.2 As between the Supplier and the Client, the Client shall, subject to any Supplier Rights, be the sole owner of all Intellectual Property Rights in the Deliverables from the date of creation of the Deliverables. The Supplier shall use its best endeavors to ensure that Deliverables do not incorporate any Supplier Rights and it shall notify the Client in writing of any Supplier Rights in the Deliverables at the earliest reasonable opportunity.
- 4.3 Subject to the provisions of clause 4.2, the Supplier hereby assigns to the Client absolutely with full title guarantee all its right, title and interest in and to the Deliverables ("Assigned Rights"), including the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents, Registered Designs and Trade Marks; and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.
- 4.4 To the extent that a Deliverable incorporates Supplier Rights, the Supplier hereby grants to the Client the non-exclusive, royalty-free and perpetual right to use the relevant Supplier Rights in the Deliverables in any medium and for any commercial purpose without any additional payment to be made to the Supplier unless otherwise stated in the

Work Order.

- 4.5 The Supplier hereby indemnifies and holds harmless the Client against all actions, claims, losses, costs, damages and expenses (including without limitation, all reasonable and actually incurred legal fees, costs or expenses and any compensation, costs or disbursements paid by the Client to compromise or settle any action or claim) suffered or incurred by the Client and arising by reason of or in connection with a claim by a third party that the use of the Deliverables by the Client or by the Client's customers is a breach of that third party's Intellectual Property Rights.

5. Confidentiality

- 5.1 Each Party will treat as confidential all Confidential Information obtained from the other under this Agreement. The Parties agree that they will not without the prior written consent of the other disclose Confidential Information to any person or use the same except for the purposes of complying with their respective obligations pursuant to this Agreement.
- 5.2 Clause 5.1 does not prohibit disclosure of Confidential Information to:
- 5.2.1 the receiving Party's own personnel (including employees, agents and permitted contractors) who need to know of the Confidential Information provided that such personnel are first made aware of the confidential nature of the Confidential Information and the receiving Party's obligations in relation to it and themselves agree in writing to treat the Confidential Information confidentially; or
- 5.2.2 the receiving Party's auditors, professional advisers, any person or organisation having a statutory or regulatory right to request and receive that information, including without limitation a relevant tax authority.
- 5.3 Clause 5.1 does not apply to information which the receiving Party can show by reference to documentary or other evidence:
- 5.3.1 was rightfully in its possession before the start of discussions between the Parties relating to this Agreement; or
- 5.3.2 is already public knowledge or becomes so at a future date (save for as a result of breach of clause 5.1); or
- 5.3.3 is received from a third party who is not under an obligation of confidentiality in relation to the information; or
- 5.3.4 is developed independently without access to, or use of or knowledge of, Confidential Information.
- 5.4 The obligations of confidentiality under this clause 2 shall survive the termination of this Agreement until such time as the Confidential Information enters the public domain other than through the fault of the recipient Party.

6. Data Protection

- 6.1 The Client will collect and process information relating to the Worker(s) in accordance with the privacy notice which is annexed to this Agreement.
- 6.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 6.3 In this clause 6, Personal Data and Process and Data Subject shall have the meaning given to those terms in the Data Protection Legislation.
- 6.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller, and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 6.5 Without prejudice to the generality of clause 6.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 6.6 Without prejudice to the generality of clause 6.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this agreement:
- 6.6.1 process that Personal Data only on the written instructions of the Client unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Data Processing Laws);
- 6.6.2 maintain for the duration of the Agreement such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 6.6.3 ensure all Personal Data is kept confidential;
- 6.6.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled: the Client or the Supplier has provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies.
- 6.6.5 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of

protection to any Personal Data that is transferred; and not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled: the Client or the Supplier has provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies; the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

- 6.6.6 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 6.6.7 notify the Client on becoming aware of a Personal Data breach;
- 6.6.8 comply with any reasonable request of the Client to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Processing Laws to store the Personal Data; and
- 6.6.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 6.
- 6.7 The Client consents to the Supplier engaging any person as a sub-processor (to include any substitute appointed under clause 3.4) for the Processing of Personal Data. The Supplier will inform the Client of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Client the opportunity to object to such changes. If the Client objects to such a change and the Supplier does not reasonably able to make such adjustments to remove the objection, the Client will be entitled to terminate this agreement by giving not less than 30 days' written notice to that effect to the Supplier.
- 6.8 If the Supplier appoints a sub-processor they will put a written contract in place between the Supplier and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on the Supplier in this clause 6. The Supplier will remain liable to the Client for performance of the sub-processor's obligations. If the Supplier makes any transfers of Personal Data outside of the European Economic Area it will comply with the Data Protection Legislation and the Client will execute such documents or take such actions as may be required to assist with such compliance.
- 6.9 It is acknowledged and agreed between the parties that this clause 6 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when agreed between the parties, signed by the parties and attached to this Agreement).

7. Force Majeure

- 7.1 Neither Party shall be liable for any delay in performing its obligations under this Agreement to the extent that such is directly caused by an Event of Force Majeure provided that:
 - 7.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
 - 7.1.2 strikes or industrial action on behalf of the delayed Party's employees or its appointed subcontractors will not relieve that Party from liability for delay.
- 7.2 Subject to the delayed Party:
 - 7.2.1 immediately telling the other Party in writing of the reasons for the delay and the likely duration of the delay; and
 - 7.2.2 using reasonable endeavors to perform its obligations under this Agreement, the performance of the delayed Party's obligations will be suspended during the period that such circumstances described in clause 9.1 persist and that Party will be granted an extension of time for performance equal to the period of the delay.
- 7.3 Save where the delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):
 - 7.3.1 any costs arising from that delay will be borne by the Party incurring the same; and
 - 7.3.2 either Party may, if that delay continues for more than five weeks, terminate this Agreement immediately on giving written notice to the other.

8. Governing law and jurisdiction

- 8.1 The Engagement and any dispute or claim arising out of or in connection with the Engagement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and Risk Sensing Solutions and the Client irrevocably submit to the exclusive jurisdiction of the Courts of England.

9. Complaints procedure

- 9.1 We want to ensure that your affairs are handled in the most efficient way by the team responsible. If you are dissatisfied with any part of our service please tell us
- 9.2 If you have a complaint about any aspect of our service which cannot be resolved to your satisfaction through the person responsible for your affairs, the circumstances of your complaint should be brought to the attention of the senior staff member of the office with whom you normally deal.

10. Termination

- 10.1 Without limiting any other remedy available to it, either Party (the "Terminating Party") may terminate this Agreement or any Work Order with immediate effect by giving written notice to the other Party (the "Non-terminating Party") at any time:
 - 10.1.1 if the Non-terminating Party is in material or persistent breach of any of the provisions of this Agreement or any Work Order, which, if remediable, is not remedied within 14 Business Days or such alternative period as may be agreed between the Parties, following the receipt of such written notice; or
 - 10.1.2 if the Non-terminating Party is unable to pay its debts (within the meaning of section 123(1) of the Insolvency Act 1986) or an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over it or all or any substantial part of its assets or takes formal steps towards making any kind of composition, compromise or arrangement involving it and any of its creditors, or anything analogous to the foregoing shall occur in any jurisdiction;
 - 10.1.3 pursuant to clause 9.3.2.
- 10.2 The Client may terminate this Agreement and any Work Order for convenience and without cause, upon 14 Business Days' written notice to the Supplier and subject to:
 - 10.2.1 full payment of all invoiced and unpaid Fees in accordance with the relevant Work Order;
 - 10.2.2 full payment of all Fees in accordance with the relevant Workorder Schedule which are not invoiced, in respect of any work in progress; and
 - 10.2.3 full payment of all other expenses and costs incurred by the Supplier in respect of any ongoing Services, which the Supplier is legally obliged to pay where agreed in advance by the Client.

11. Liability

- 13.1 Nothing in this Agreement shall exclude or limit a Party's liability for
 - 11.1.1 fraud or fraudulent misrepresentation.
 - 11.1.2 death or personal injury caused by its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977);
 - 11.1.3 any other liability which it is not permitted to exclude or limit.
- 13.2 Subject to clause 13.1, each Party's liability in respect of breach of contract or breach of duty, tort or fault or negligence or otherwise whatsoever and/or howsoever arising out of or in connection with this Agreement or any Work Order shall be limited to 125% of the sum paid by Customer to the Supplier in consideration of the services which gave rise to claim.
- 13.3 Neither Party shall be liable to the other Party or be deemed to be in breach of its obligations under any provision in this Agreement, to the extent that such breach is a result of:
 - 11.3.1 any delay or failure by the other Party in performing its obligations under this Agreement; or
 - 11.3.2 following the other Party's reasonable instructions.
- 13.4 Notwithstanding any other provision in this Agreement, in no event shall either Party be liable to the other Party for:
 - 11.4.1 any lost revenue, lost profits, business, opportunity or anticipated savings, loss of goodwill or injury to reputation, loss of data and/or loss of use of any data, replacement goods, loss of technology rights or services; or
 - 11.4.2 incidental, punitive, indirect or consequential damages arising from or related to the performance of its obligations under this Agreement, even if advised of the possibility of such damages, whether under contract, tort (including negligence), strict liability or otherwise.

12. Retention of records

- 12.1 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. You must tell us if you require retention of a particular document.

13. Notices

- 13.1 Any notice to be given by any party in relation to the Engagement shall be in writing and sent by post (not phone or text) or by email and shall be deemed duly served when a valid 'read receipt' notification is received by the sender (in the case of email) or 48 hours after posting (in the case of a letter).

14. Assignment and sub-contracting

- 14.1 This Agreement may not be assigned by either Party without the other Party's prior written consent.
- 14.2 Without prejudice to the provisions of clause 16.1:
- 14.2.1 the Supplier may at any time sub-contract the provision of the Services, including without limitation to any company within the Supplier's Group. The Supplier shall be liable to the Client for the acts and omissions of all sub-contractors appointed by the Supplier in relation to the Services; and
- 14.2.2 each Party may at any time assign this Agreement and any Work Order to any other company within its Group, subject to prior notification to the other Party.

15. Whole agreement

- 15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. Third parties

- 16.1 No person other than the parties to the Engagement, their respective successors and assignees, shall have the right to enforce any of the terms of the Engagement pursuant to the Contracts (Rights of Third Parties) Act 1999 (or otherwise), save that our subsidiaries and affiliates, our members, employees, our sub-contractors and agents may enforce any term which is expressly for their benefit.

17. Severability

- 17.1 Should any provision or part of the Engagement be declared void, illegal or otherwise unenforceable by a court of competent jurisdiction, the provision shall be modified to the extent necessary to render it enforceable and the remainder shall survive unaffected.

18. Survival

- 18.1 The provisions of this Engagement which either expressly or by their nature extend beyond the expiration or termination of this Engagement shall survive such expiration or termination, including, without limitation, sections 1 (General), 2 (Fees), 4 (Intellectual Property Rights), 5 (Confidentiality and publicity), 6 (Data Protection), 8 (Non-solicitation), 10 (Governing law), 13 (Limitations of liability and exclusions), 17 (Whole agreement) and 18 (Third parties).

19. Electronic communications

- 19.1 During the performance of the Engagement, we may (unless you expressly ask us not to do so) communicate with you (and with others for the purposes of the Engagement), electronically. You accept that the electronic transmission of information cannot be guaranteed to be secure or be free from error and it remains your responsibility to maintain the security of your devices and any such communications and to carry out virus checks of any attachments before launching any document (howsoever received).

20. Definitions

- 20.1 In this Agreement (including the Recitals and the Schedules), except to the extent that the context otherwise requires, the following terms shall have the meanings set forth below:
- 20.1.1 "Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open in England for the transaction of normal banking business;
- 20.1.2 "Confidential Information" means the trade secrets, confidential or sensitive information or knowledge and know-how including the confidential financial, trade, customer, product, transaction, system and processing information and data of the relevant Party;
- 20.1.3 "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, whether through the ownership of voting securities, by contract, or otherwise and derivative terms thereof (including "Controlling", "Controlled by" and "under common Control with") shall also bear such meaning as aforesaid. For the purpose of this definition, the holding of an interest of more than fifty (50) per cent of the equity share capital of the relevant corporation shall be deemed to be "Control" of the corporation;
- 20.1.4 "Deliverables" means the specific deliverables pursuant to the Services, as set out in a Work Order signed by the Parties;
- 20.1.5 "Event of Force Majeure" means Acts of God, explosions, war or threat of war, terrorism or threat of terrorism, actions of the armed forces or government agencies pursuant to war, terrorism or threats thereof, fire, flood, adverse weather conditions, labour disputes, strikes, lockouts or other industrial actions irrespective of where such events occur, shortage of materials or services, detention or holding of goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, omissions, restrictions, regulations, prohibitions or measures of any governmental, parliamentary or local authority;
- 20.1.6 "Fees" means the amounts payable by the Client to the Supplier pursuant to the Services, as set out in the relevant Work Order signed by the Parties;
- 20.1.7 "Group" in respect of any undertaking, means that undertaking, any holding company of such undertaking from time to time and any subsidiary of any of the foregoing from time to time and "member of its Group" shall be construed accordingly;
- 20.1.8 "Intellectual Property Rights" means patents, trade marks, service marks, rights in logos, rights in get-up, trade names, internet domain names, rights in designs, software, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, processes, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration;
- 20.1.9 "Milestone" means, in respect of a Deliverable or Service, a date for delivery as set out in the relevant Work Order;
- 20.1.10 "Project Commencement Date" shall mean the date upon which a project shall commence, as set out in the relevant Work Order.
- 20.1.11 "Work Order" means a document which sets out specific (i) Services and Deliverables; (ii) Milestones (if any); and (iii) the applicable Fees, as agreed from time to time between the Parties and in the form of the template Work Order attached at Schedule 1;
- 20.1.12 "Quote" Or "Proposal" means a written statement detailing the expected cost(s) to the Client for the specific Services or Deliverables as set out therein;
- 20.1.13 "Services" means the services to be supplied by the Supplier to the Client pursuant to this Agreement and each Work Order signed by the Parties;
- 20.1.14 "Specification" means the written technical description for the Deliverables as set out in the Work Order; and
- 20.1.15 "Supplier Rights" means all Intellectual Property Rights accrued, vested in or controlled by the Supplier as at the Project Commencement Date, including for the avoidance of doubt the Intellectual Property Rights in any material licensed to the Supplier by a third party.
- 20.2 In this Agreement, unless the context otherwise requires:
- 20.2.1 references to Recitals and Schedules are to be construed as references to the recitals and schedules to this Agreement and references to this Agreement include its Schedules;
- 20.2.2 words importing the singular include the plural and vice versa, words importing a gender include every gender;
- 20.2.3 references to a person shall be construed as including references to an individual, firm, issuer, corporation, unincorporated body of persons or any state or any agency thereof;
- 20.2.4 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted; and
- 20.2.5 headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 20.3 Any Work Orders which are expressed to be entered into pursuant to this Agreement and which are signed by the Parties shall be part of the Agreement.
- 20.4 As between this Agreement and any Work Order, this Agreement shall prevail in the event of any conflict, except where:

- 20.4.1 any provision in a Work Order is expressly stated to vary or amend this Agreement (in which case the variation in a Work Order to this Agreement shall operate only in relation to such Work Order); or
- 20.4.2 this Agreement expressly contemplated in relation to such provision that the Work Order may provide otherwise.