

1. The Agreement

- 1.1. The agreement is between Ten10 Solutions Limited (the "Supplier") and the party named in the accompanying statement of work or proposal (the "Client"), and is made up of the following (together the "Agreement"):
 - (a) the Statement of Work ("SoW") or Proposal ("Proposal") issued by the Supplier, setting out the details of the services to be provided by the Supplier to the Client (the "Services");
 - (b) these Terms and Conditions (the "Terms and Conditions"); and
 - (c) the Schedules (if any) as attached to the SoW or Proposal ("Schedules").
- 1.2. If there is any conflict or ambiguity between these Terms and Conditions and any provision contained in the SoW or Proposal, these Terms and Conditions shall prevail, unless specifically varied within the SoW or Proposal and agreed by both parties.
- 1.3. The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 1.4. These Terms and Conditions shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Client accepts the provision of Services.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision, and is a reference to it as amended, extended or re-enacted.
- 1.6. The Client acknowledges that the Supplier may determine the manner in which its Services are provided, so long as they are provided in a manner which is consistent with the SoW and/or Proposal and are performed with reasonable skill and care and in compliance with applicable law.

- 1.7. The Client shall provide to the Supplier (and its employees and sub-contractors) all necessary information, support and co-operation and, at no charge to the Supplier, access to the Client's premises, office accommodation, data and other facilities including access to any applicable equipment and systems of the Client as may reasonably be required to carry out the Services.
- 1.8. The Client undertakes to take all reasonable steps to ensure the health and safety of the Supplier's employees and sub-contractors whilst they are at the Client's site.

2. Fees, payment and expenses

- 2.1. The Supplier shall invoice the Client monthly for its fees, or at the completion of the SoW or Proposal if it is less than one month (together with VAT where appropriate).
- 2.2. The Client shall pay the Supplier, in full without set-off, deduction or withholding, within 28 days of the invoice date.
- 2.3. If the Client fails to make any payment due to the Supplier by the due date for payment, the Supplier reserves the right to charge interest on any overdue sums, whether before or after judgement, at the rate of 4% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 2.4. All fees quoted by the Supplier under the Agreement are exclusive of VAT and expenses. The Client shall reimburse the Supplier for all reasonable expenses incurred in connection with the SoW or Proposal, including travel, accommodation, the cost of any materials or software licences (if applicable) and any other expenses, together with VAT.
- 2.5. The Supplier's daily fee rates are calculated on the basis of a 7.5 hour professional working day, Monday to Friday between the hours of 09:00 and 17:30. The Supplier shall be entitled to charge one and a half times the equivalent hourly rate for any work carried out on Saturdays or weekdays in excess of 37.5 hours in any one week. Bank Holidays and Sundays will be charged at two times the equivalent hourly rate.

2.6. Once the parties have agreed and confirmed the Service commencement date within the SoW, and in the event that the Client wishes to change the Service commencement date the Client is required to give the Supplier no less than the notice specified within the SoW. The Client shall also be required to give the Supplier the relevant notice set out within the SoW in the event that they wish to reduce or pause the Services after the Service has commenced. Should the Client fail to provide such notice, the Supplier will use reasonable endeavours to reassign resources, however, should the Supplier be unable to reassign resources the Supplier reserves the right to charge the Client for the fees which would have been payable under the SoW.

2.7. The Supplier's rates are subject to review on an annual basis (1 April).

3. Personnel

3.1. The Supplier expects to be able to maintain continuity of personnel over the course of the Agreement. However, where necessary, the Supplier reserves the right (at its sole discretion) to replace personnel with alternative personnel of similar skill and experience.

3.2. Neither party shall, without the prior written consent of the other, at any time both during the term and for a minimum period of six (6) months of the termination or expiry of the Agreement, solicit or entice away from the other party, or employ or engage, or attempt to employ or engage, any person who is, or has been, engaged as an employee, consultant or sub-contractor of the other party in the provision of the Services (or becomes known to a party as a result of the Agreement). If either party breaches this restriction, the party in default will pay as compensation to the other a sum equivalent to the annual remuneration paid to the relevant personnel by the non-breaching party.

4. Intellectual Property Rights

4.1. The term "Intellectual Property Rights" or "IPR" shall mean all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

4.2. All IPR belonging to a party, or third party prior to the Agreement commencement, or created other than in the provision of the Services ("Pre-existing IPR") will remain vested in that party, sub-contractor or third party (as applicable) and shall not be assigned hereunder.

4.3. The parties each grant to the other a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use its Pre-existing IPR for the purpose of providing or receiving the Services (and in the case of the Supplier's Pre-existing IPR to the extent that it forms part of a deliverable, solely for the internal business purposes of the Client) during and in accordance with the Agreement.

4.4. In consideration of the payment of the fees, and without prejudice to the Supplier's ownership of IPR (and in the absence of contrary licence terms notified by the Supplier to the Client in writing), the Supplier will grant to the Client a non-exclusive, non-transferable, perpetual licence to use and reproduce any deliverables created in the provision of the Services, only for the Client's internal business purposes. The Client shall have no right to use the deliverables created in the provision of the Services other than for its own internal business purposes and in particular shall not sell or otherwise disclose any such deliverable.

5. Liability

- 5.1. Except as expressly provided in the Agreement, no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services will be assumed by the Supplier and except as expressly provided in the Agreement all such warranties, conditions, undertaking and terms are excluded to the extent permitted by law.
- 5.2. Neither party shall be liable to the other for any loss of profits, business, revenue, business opportunities, goodwill or anticipated savings and/or indirect or consequential loss or damage.
- 5.3. Neither party limits or excludes its liability in respect of; (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded by law.
- 5.4. Subject to clause 5.2 and 5.3 above, the Supplier's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement, flowing from one event or a series of connected events, shall not exceed, in aggregate, the fees paid or payable under the SoW or Proposal giving rise to the claim.
- 5.5. The Supplier shall in no circumstances be liable for loss or damage caused by any default, act or omission on the part of the Client, and the Client agrees to indemnify and keep the Supplier harmless in respect of any claims by third parties which are caused by or arise from any reasonable act by the Supplier carried out pursuant to instructions issued by the Client, including but not limited to breach or infringement of any third party IPR where the Client has held itself out to be the owner or licensee of such rights.

6. Termination

- 6.1. Unless otherwise varied within the SoW or Proposal, either party may at any time terminate the Agreement by giving not less than 30 days prior written notice to the other.

- 6.2. Each party shall have the right to terminate the Agreement with immediate effect by giving written notice to the other if the other party commits a material breach which is irremediable or, if such breach is remediable fails to remedy that breach within a period of 28 days after being notified in writing to do so.
- 6.3. Without affecting any other right or remedy available to it, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due within 28 days of its due date.

7. Assignment and sub-contracting

- 7.1. The Client shall not without the prior written consent of the Supplier assign, transfer or sub-contract any of its rights or obligations under the Agreement to any third party.
- 7.2. The Client acknowledges that the Supplier may engage contractors and/or sub-contractors to provide certain elements of the Services, including the provision of testing specialists as deemed necessary by the Supplier from time to time.

8. Force Majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fire, flood, restrictions or delays due to such cause or causes.

9. Confidentiality

- 9.1. Each party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2 below. Each party also agrees not to

use any confidential information belonging to the other party for any purpose other than to perform its obligations under the Agreement.

- 9.2. Subject to the provisions of clause 11 in respect of Data, each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under the Agreement; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3. Each party shall ensure that its employees, officers, representatives, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.

10. Publicity

Neither party shall make any press announcement or publicise the Agreement without the prior written consent of the other, save that the Supplier shall be entitled to refer to the Client in its general marketing, publicity and case study materials in relation to a particular marketplace or solution area. For the avoidance of doubt, the Supplier will not disclose any confidential information about the Client's business or a particular transaction to any third party without the Client's prior written consent.

11. Client Data and Data Processing

- 11.1. The terms "Data Protection Legislation" shall mean EU Regulation 2016/679 ("GDPR") an/or any equivalent or similar legislation implemented in the United Kingdom following the United Kingdom's withdrawal from the European Union; and "Data" shall mean any personal data (as that term is defined in the Data Protection Legislation) provided by or on behalf of the Client to the Supplier or otherwise collected by the Supplier on behalf of the Client
- pursuant to the Agreement, and for the purpose of this clause 11 "data controller", "data processor", "personal data", "joint data controller", "data subject" and "processing" shall be as defined in the Data Protection Legislation.
- 11.2. The Client owns all the rights, title and interest in and to all of the Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data at the point that such Data is disclosed by or on behalf of the Client to the Supplier or otherwise accessed by the Supplier on behalf of the Client.
- 11.3. Where the Supplier processes the Data on the Client's behalf pursuant to the Agreement, the Supplier is to be data processor and the Client is to be data controller in respect of the Data and the Client shall ensure that:
- (a) it is entitled to transfer the Data to the Supplier so that the Supplier may lawfully use, process and transfer the Data in accordance with the Agreement on the Client's behalf; and
 - (b) the relevant third parties have been informed of, and, where applicable, have given their consent to, such processing, of the Data by the Supplier and transfer of the Data to the Supplier as required by the Data Protection Legislation.
- 11.4. Where the Supplier processes the Data on the Client's behalf pursuant to the Agreement the Supplier shall: (i) only process the Data in accordance with the written instructions of the Client (including the Agreement) or where required to do so by applicable law and (ii) inform the Client if, in its opinion, an instruction given by or on behalf of the Client infringes the Data Protection Legislation.
- 11.5. Where the Supplier processes the Data on the Client's behalf pursuant to the Agreement the Supplier shall, in addition to the measures put in place by the Client, implement and maintain appropriate technical and organisational security measures: (i) to ensure a level of security appropriate to the risk to the Data when it is processed by the Supplier and (ii) to assist the Client in the fulfilment of its obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation. For the avoidance of doubt, in appointing the Supplier as a data processor under the Agreement, the Client has satisfied itself that the Supplier

has in place appropriate technical and organisational measures to protect the Data processed on behalf of the Client from unauthorised use or access, accidental loss, damage, destruction, theft or disclosure.

11.6. Where the Supplier processes the Data on the Client's behalf pursuant to the Agreement, the Supplier shall:

- (a) take all reasonable steps to ensure that access to the Data is limited to those personnel who require access to it for the purpose of complying with the Supplier's obligations under Agreement and that such personnel are bound by obligations of confidentiality;
- (b) following the end of the provision of the Services, permanently delete all Data (including copies) in its possession or control, save where required to retain such Data by applicable law;
- (c) taking into account the nature of the processing by the Supplier and the information available to the Supplier, assist the Client in complying with Articles 32 to 36 (inclusive) of the GDPR; and
- (d) allow the Client and/or the Client's representatives, on reasonable notice to the Supplier, to conduct audits (including inspections) during normal business hours of all data processing facilities, procedures, documentation and other matters required to demonstrate compliance with this clause 11.

11.7. Where a sub-processor is engaged in accordance with clause 7.2, the Supplier shall ensure that such subcontractor is engaged by way of a written contract which imposes obligations on the sub-contractor which are equivalent to the obligations imposed on the Supplier pursuant to this clause 11.

12. General

- 12.1. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.2. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.3. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 12.4. Nothing in the Agreement is intended to, or shall be deemed to, establish a partnership or joint venture between the parties, constitute any party the agent of another party, or authorise a party to make or enter into any commitments for or on behalf of the other.
- 12.5. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 12.6. The Agreement, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England, and the parties accept the exclusive jurisdiction of the English Courts to which they mutually agree to submit.

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