



Contents

1 Professional Services.....	2
2 Term and Termination.....	2
2.1 Term.....	2
2.2 Termination for Breach.	2
2.3 Rescheduling.....	2
3 Implementation Practices.....	3
4 Confidentiality.	3
5 Payment Terms.....	4
5.1 Payment.	4
5.2 Taxes.	4
5.3 Late Payments.....	4
6 Warranty and Limitation of Liability.....	4
6.1 Limited Warranty.	4
6.2 Disclaimer and Exclusions.	4
6.3 Limitation of Liability.	5
6.4 Subject to law.	5
7 Non-Solicitation.....	5
8 Your Obligations.	5
8.1Prerequisites.	5
9 General.....	5
9.1 No Assignment.	5
9.2 Notices.	6
9.3 Severance.	6
9.4 Independent Contractors.	6
9.5 Entire Agreement.....	6
9.6 Force Majeure.	6
9.7 Third Party Rights.....	6
9.8 Variation.	7
9.9 Governing Law.	7
9.10 No Waiver.....	7

These Professional Services Terms and Conditions ("Conditions") set forth the general terms and conditions under which you engage CTMS to provide certain professional services to you pursuant to a statement of work, whether in print or online, which describes the tasks or services to be provided ("SOW"). The SOW together with these Conditions, constitutes the "Agreement". The agreed upon SOW describes the services to be provided ("Professional Services").

All references to "you" means the recipient customer of the Professional Services. All references to "CTMS" means the entity identified below:

CTMS Service Management Ltd with company registration Number: 3915670 and registered office at CTMS Service Management Ltd, 1 Windsor Square, Silver Street, Reading, Berkshire, United Kingdom, RG1 2TH.

1 Professional Services.

Each SOW will be accepted by the parties and shall include a detailed description of the Professional Services to be provided. In the event of any conflict or inconsistency between these Conditions and the SOW, these Conditions shall control and any term and condition set forth in a purchase order, preprinted or otherwise, that is not expressly agreed to by the parties, allowed by these Conditions, or that is in addition to or conflicts with the terms and conditions of these Conditions, will have no force and effect.

2 Term and Termination.

2.1 Term.

This Agreement shall commence on the date of last signature below or the date of acceptance of the SOW and accompanying terms, whichever is earlier, and shall remain in force until CTMS completes relevant deliverables defined above; or 12 months have elapsed since the date that the Recipient placed the order unless terminated in accordance with its terms. The duration for each SOW shall be specified in the respective SOW. For the avoidance of doubt, upon termination of this Agreement all Professional Services shall automatically terminate.

2.2 Termination for Breach.

Either party may terminate the Agreement in the event that the other party commits a material breach of a material provision of the Agreement and such breach remains uncured for thirty (30) days from the date of the breaching party's receipt of a written notice of said breach.

2.3 Rescheduling.

Unless otherwise agreed by both parties in writing, if you postpone or reschedule the Professional Services, cancellation charges will occur. Also, the recipient of the services may also incur a 4-6-week delay in project duration. The cancellations / postponement fees are:

If you postpone or reschedule the Professional Services fewer than ten (10) business days but more than five (5) business days prior to the start date, you shall pay CTMS fees equal to the fees quoted for one day (1) of Professional Services under the project or £1250, whichever is less.

If you postpone or reschedule the Professional Services fewer than five (5) business days prior to the start date, you shall pay CTMS fees equal to the fees quoted for: (i) the number

of days of Professional Services postponed, (ii) one week of Professional Services as if the Professional Services had been fully performed, or (iii) £6250, whichever is less. Any rescheduling of Professional Services under a SOW shall be subject at all times to the SOW's completion criteria and/or any long-stop dates specified in the SOW.

3 Implementation Practices

CTMS uses, develops and refines processes, procedures, best practices, computer software code, general knowledge, skills, experience, ideas, know-how, and implementation techniques (collectively, "Implementation Practices") by providing implementation and configuration services to many customers. You benefit from those Implementation Practices and agree that CTMS owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Professional Services to you, so long as the Implementation Practices do not include the use of or reference to your Confidential Information (as defined below). CTMS grants you a non-exclusive, non-transferable, royalty-free, perpetual, and limited license to use the Implementation Practices within your organization, for the purpose for which the Professional Services were provided. In the event that the Professional Services involve CTMS software products licensed to you under a separate license agreement, only the terms set out in such separate license agreement shall apply to each software product. For the avoidance of doubt, all materials provided by you to CTMS in connection with the Professional Services shall remain your property.

4 Confidentiality.

You and CTMS shall keep confidential, and not disclose to any third party (except each party's respective employees or staff members or as may be required by law or any legal or regulatory authority) any Confidential Information which may be provided in connection with this Agreement. "Confidential Information" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, pricing, trade secrets, product plans, products, services, customers, Software, designs, inventions, processes, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving party to be confidential. Confidential Information will include this Agreement, any and all non-public information relating to any Software and any associated training, Documentation and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). Notwithstanding the obligations set forth above, the

receiving party may disclose the Confidential Information of the disclosing party to the limited extent such disclosure is required by law to be disclosed by the receiving party, provided that the receiving party will promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief.

5 Payment Terms.

5.1 Payment.

CTMS will provide the Professional Services as set forth on the applicable quote, plus a fixed daily rate for travel and accommodation expenses if applicable. Professional Services shall be delivered on either (a) a prepaid basis which will be invoiced upon receipt of a purchase order, or (b) a time and materials basis which will be invoiced monthly as the Professional Services are performed, or (c) a call-off block of time on a prepaid basis to secure a discount against standard published pricing, and time will be charged as incurred against the total time allocated to the purchase order. All charges are non-refundable unless specifically stated otherwise in the relevant SOW. All charges and fees shall be paid in the currency described in the relevant quote. Unless otherwise agreed to by the parties in an SOW, a consulting day is defined as seven (7) hours on a non-holiday weekday.

5.2 Taxes.

All charges and fees set out in the relevant quote associated with the SOW are quoted exclusive of applicable taxes, duties or similar charges.

5.3 Late Payments.

If you fail to make a payment when due, you agree that CTMS may charge interest at the lesser of a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. If payment of invoices remains overdue more than seven (7) days from CTMS's rectification notice to you prompting payment, CTMS may also suspend provision of the Professional Services until payment is received in full.

6 Warranty and Limitation of Liability.

6.1 Limited Warranty.

CTMS warrants that, the Professional Services will be performed in a workmanlike manner. If the Professional Services are not provided in a workmanlike manner, you have a period of thirty (30) days from delivery to provide written notice of your warranty claim. CTMS's entire liability and your exclusive remedy under this warranty will be, at the sole option of CTMS and subject to applicable law, to correct or re-perform any affected Professional Services as necessary to cause them to comply with this warranty. This limited warranty will not apply unless CTMS receives written notice of the non-conformity within the warranty period.

6.2 Disclaimer and Exclusions.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROFESSIONAL SERVICES, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND CTMS DISCLAIMS ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. EXCEPT AS EXPRESSLY SET

FORTH HEREIN, THE PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS' BASIS.

6.3 Limitation of Liability.

NEITHER PARTY WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCURRED (INCLUDING LOST DATA AND/OR LOST PROFITS) EVEN AFTER HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF LIABILITY FOR LOST PROFITS SHALL NOT PREVENT CTMS FROM RECOVERING UNPAID FEES WHICH HAVE ACCRUED. EACH PARTY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU FOR THOSE PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM. THE PARTIES AGREE TO THIS LIABILITY ALLOCATION AND THAT THE PROFESSIONAL SERVICES FEES ARE BASED UPON THIS ALLOCATION.

6.4 Subject to law.

Notwithstanding anything to the contrary, nothing in this Agreement shall operate as to limit or exclude the liability obligations which cannot be excluded by applicable law. In addition, where this Agreement is governed by English law as specified in Section 9.11, nothing in this Agreement shall operate to exclude or limit the liability of either party for death or personal injury caused by negligence or for fraudulent misrepresentation.

7 Non-Solicitation.

During the term of the Agreement and for a period of one (1) year thereafter, you shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any CTMS employee or consultant who performs any of the Professional Services. The foregoing limitation shall not apply to employment subject to a general advertising campaign not specifically targeted at such employees and consultants.

8 Your Obligations.

8.1 Prerequisites.

You will prepare for the Professional Services and ensure that any prerequisites set out in the relevant SOW or otherwise communicated in writing by CTMS will be or have been completed fully and accurately prior to the commencement of the Professional Services.

8.2 Cooperation.

In addition to the obligations set forth in the applicable SOW, you shall provide CTMS with all necessary co-operation, information and support that may reasonably be required by CTMS for the performance of the Professional Services including, without limitation, access to suitably configured computers, software products and applicable passwords.

9 General

9.1 No Assignment.

Except for a transfer of all or substantially all of a party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise, neither party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other party.

9.2 Notices.

Any notices permitted or required under the Agreement shall be in writing and shall be delivered by: (i) pre-paid first-class post or recorded delivery post, with proof of delivery; (ii) in person; (iii) by courier, upon written confirmation of receipt; or (iv) or email, with confirmation of receipt. Notices to you shall be sent to the address, email address and specified in the SOW, or quote, where applicable. Please direct legal notices or other correspondence to CTMS Service Management Ltd, 1 Windsor Square, Silver Street, Reading, Berkshire, RG1 2TH, accounts@ctms-itsm.com .

9.3 Severance.

If any provision of this Agreement is held to be unenforceable, void or invalid under applicable law, then (i) the remaining provisions of this Agreement will continue in full force and effect and (ii) the parties shall negotiate in good faith to replace or amend the unenforceable, void or invalid provision such that, as replaced or amended, it is enforceable, legal and valid and, to the greatest extent possible, achieves the parties' original commercial intention.

9.4 Independent Contractors.

The relationship between CTMS and you established by the Agreement is that of independent contractors. Nothing in the Agreement shall be construed to create any agency or employment relationship between the parties or otherwise grant either party the power or authority to act for, bind, or commit the other party in any way. You shall make no representations or warranties on behalf of CTMS with respect to the Professional Services.

9.5 Entire Agreement

English Language Agreement Controls. This Agreement represents the complete and exclusive statement of the agreement between CTMS and you with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein. Any printed or other terms and conditions on a purchase order or similar order document conflicting with, or purporting to add to, the terms and conditions of this Agreement or its exhibits and addenda will be of no force or effect. No employee, agent, representative or affiliate of CTMS has authority to bind CTMS to any warranty concerning the Professional Services; any representation or warranty not expressly set out in the Agreement will not be enforceable. In the event of any inconsistency between this Agreement in English language and any translation of it into another language, the English language version of the Agreement shall control.

9.6 Force Majeure.

Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the Agreement if the such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. CTMS shall not be liable for any failure of delay in performing its obligations on account of your failure to perform your obligations under this Agreement.

9.7 Third Party Rights.

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

9.8 Variation.

Any variation to the Agreement shall only be binding when agreed in writing and signed by both parties.

9.9 Governing Law.

If this Agreement is with CTMS Service Management Ltd, it will be governed by the laws of England and Wales without regard to conflict of laws principles and any dispute arising out of or in connection with this Agreement you consent to the exclusive jurisdiction and venue in the courts within London, United Kingdom.

9.10 No Waiver.

No failure or delay to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy.