

STABLELOGIC LTD
SOFTWARE DEVELOPMENT, DEVOPS & CLOUD INFRASTRUCTURE
TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

1.1 In this Agreement the words and expressions listed below shall have the following meanings:

"Business Day"	means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.
"Change Control Procedure"	means the change control procedure set out in Schedule 5.
"Confidential Information"	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party.
"Consultancy Services"	means the advice services provided by the Consultant to the Client for its own benefit and the benefit of its other group companies and subsidiaries.
"Consultant Materials"	means (a) any property of the Consultant including, without limitation, any processes, methodologies, tools, templates, documentation, products, materials and software programmes used by the Consultant in performing the Services; and (b) any materials created, developed, written or prepared by the Consultant in relation to the Services (excluding the Deliverables).
"Deliverables"	means the materials created, developed, written or prepared by the Consultant specifically for the Client in relation to the Services.
"Force Majeure Event"	means flood, fire, earthquake, strike, riot, act of government or war, and any other cause, whether similar or dissimilar to those listed, which are beyond the reasonable control of the party.
"Good Industry Practice"	means the exercise of that degree of skill, diligence and expertise which would reasonably be expected from a business providing services similar to the Consultant.
"Intellectual Property Rights"	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and

	procedures and advertising literature, including the "look and feel" of any websites.
"Section"	means a numbered section of this Agreement.
"Services"	means the Consultant Services provided by the Consultant detailed in Schedule 1.
"Third Parties"	means any other supplier to the Client.
"Working Hours"	means 09:00 to 17:00 UK time Monday to Friday excluding public holidays.

SECTION 2: GENERAL TERMS

- 2.1 This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the law of England and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.
- 2.2 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. The parties also exclude all implied terms. In entering into this Agreement, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in this Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.
- 2.3 Any variations to this agreement shall be in writing and signed by both parties.
- 2.4 Words in the singular include the plural and, in the plural, include the singular.
- 2.5 Headings shall not affect the interpretation of this Agreement.
- 2.6 A reference to one gender shall include reference to the other genders.
- 2.7 Writing or written includes faxes but not e-mail.
- 2.8 The Consultant is an independent Contractor and neither the Consultant nor its staff shall be deemed to be employees of the Client. Nothing in this Agreement shall be deemed to create a partnership between the parties nor constitute either party as the agent of the other Party for any purpose.
- 2.9 The Consultant is not currently conflicted to act as advisers to the Client. Where permitted to do so under applicable professional rules, laws and regulations, the Consultant will promptly notify the Client on becoming aware of any such potential conflicts.
- 2.10 Either party's performance of any part of this Agreement, exclusive of payment obligations, shall be excused due to Force Majeure to the extent that it is hindered, delayed or otherwise made impractical.

- 2.11 The Consultant will use all Confidential Information relating to the Client's business provided to the Consultant by or on behalf of the Client or its affiliates, including confidential information provided by third party consultants, solely for the purpose of providing the Services and will treat all such information confidentially.
- 2.12 The obligations of confidentiality in clause 2.11 do not extend to any Confidential Information which the Consultant, if it wishes to use or disclose, can show:
- A. is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - B. was in its written records prior to the date of this Agreement and not subject to any confidentiality obligations;
 - C. was or is disclosed to it by a third party entitled to disclose that information;
 - D. that the parties have agreed in writing is not Confidential Information or may be disclosed; or
 - E. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 2.13 The parties agree that during the period of the Agreement, and for a period of 12 months after the Agreement expired or terminated for any reason whatsoever, neither party will directly or by use of an agent, induce or try to induce any parties respective employees to leave their current employer except with the consent of the current employer.
- 2.14 Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including the UK Bribery Act and the US Foreign Corrupt Practices Act.
- 2.15 If any provision of this Agreement is ruled to be invalid or unenforceable for any reason, that invalidity or unenforceability will not affect the other provisions of this Agreement which will remain valid and enforceable in all respects.
- 2.16 Any notices sent under this Agreement must be in writing and may be served by personal delivery or by sending the notice by registered post to the address given above or as otherwise agreed in writing between the parties and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of two (2) days after despatch of the notice if delivered by registered post.
- 2.17 Neither party may assign, sub-license, delegate, transfer, charge or otherwise dispose of any of its rights, or subcontract, transfer or otherwise dispose of any of its obligations, under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld or delayed.
- 2.18 The rights of each party may be exercised as often as necessary, are cumulative and not exclusive of rights and remedies provided by law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right is not a waiver of that right.
- 2.19 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.

SECTION 3: SERVICE PROVISION

- 3.1 The Consultant shall provide the Services listed in Schedule 1 to the Client for the period detailed in Schedule 2.
- 3.2 The Consultant shall solely determine the manner, method and means by which Services will be provided hereunder and the time devoted by the Consultant to the provision of such Services.
- 3.3 Client acknowledges that the charges in Schedule 3 are for the delivery of the Services in Schedule 1 within the timescales detailed in Schedule 2. In the event that the project is delayed or if additional consultancy time is required, which is outside of the reasonable control or expectation of the Consultant, additional charges shall apply. Such additional charges shall be for the additional time required and shall be at the day rate detailed in schedule 3.
- 3.4 All telephone numbers, lead times, services and any other product or service information quoted by the Consultant to the Client shall be based upon information obtained by the Consultant in good faith. The Consultant can accept no liability for the accuracy of this information.
- 3.5 The Services detailed in Schedule 1 shall be provided during the Business Day and during Working Hours.
- 3.6 The Client agrees to provide the Consultant with all information and assistance reasonably required by the Consultant to provide the Services referred to in Schedule 1 of this agreement. The client acknowledges that it is required to provide all information detailed in Schedule 4 by the dates shown. Failure to deliver or a delay in providing this information may result in project delays beyond the dates indicated in Schedule 2. In the event of a delay incurred by the Client of more than 30 days, the Consultant reserves the right to make a charge, based on their standard published daily consultancy rate, for the additional time incurred.
- 3.7 The Client acknowledges that the Consultant is not a lawyer and undertakes to take legal advice on any third-party contracts or agreements resulting from the Services.

SECTION 4: INTELLECTUAL PROPERTY

- 4.1 The Client acknowledges that the Consultant's Materials and all Intellectual Property rights subsisting in the Consultant Materials are and will remain the property of the Consultant. Subject to clause 4.2, the Client will not acquire any rights to, or interest in, the Consultant's Materials whether under this Agreement or otherwise.
- 4.2 The Consultant grants to the Client a non-exclusive, royalty-free, licence to use the Consultant's Materials, to the extent embedded in the Deliverables, for the purposes of Client's business.
- 4.3 The Consultant acknowledges that the Deliverables will be the property of the Client and the Consultant assigns all its Intellectual Property Rights in the Deliverables to the Client for the Client to use for its own business purposes. The Consultant will execute such documents as are reasonably necessary to transfer its Intellectual Property Rights in the Deliverables to the Client.

- 4.4 The Client acknowledges that in the course of providing the Services the Consultant may use products, materials and methodologies proprietary to the Client. The Consultant agrees that it will not acquire any rights in those proprietary products, materials and methodologies (including without limitation any Intellectual Property Rights) whether under this Agreement or otherwise.
- 4.5 The Consultant warrants that none of the Services shall infringe the Intellectual Property Rights of any third party. The Consultant shall indemnify the Client to the extent that it suffers any damage, loss, liability, cost, fine or expense of any kind in relation to a claim or allegation from a third party that the Client's use of the Services infringes a third party's Intellectual Property Rights. As a condition of this indemnity the Client must: i) Notify the Consultant forthwith in writing of any allegation of infringement; ii) Make no admission in respect of or settlement of such claim without the Consultants 's prior written consent; iii) Allow the Consultant to conduct all negotiations and defence of proceedings; iv) Provide the Consultant with all reasonable assistance in dealing with the allegation or claim; and allow the Consultant to modify the Services or any part thereof, so as to avoid the infringement, provided that the modification does not materially affect the performance of or charges payable for the Services or any part of them.
- 4.6 If the Consultant does not effect a solution under clause 4.5, or procure the right for the Client to continue using the Services, in each case within 30 days of the date it received notice of the infringement, then either party will be entitled to terminate this Agreement by giving at least 10 days written notice to the other.

SECTION 5: LIABILITY

- 5.1 Neither party excludes or limits liability for death or personal injury arising from its negligence (or that of its officers, agents or employees) or any other matter in respect of which liability cannot be excluded or limited by law.
- 5.2 Subject to clause 5.1 and 5.3, the total liability of both parties arising under, or in connection with, this Agreement, howsoever arising, whether based in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed a sum equivalent to the total fees and charges (excluding expenses and VAT) paid and payable by the Client under this Agreement.
- 5.3 Neither party will be liable to the other party for any indirect or consequential loss or damage or for any loss of business, loss of revenue, loss of profits, loss of anticipated savings or loss of goodwill under, or in connection with, this Agreement, howsoever arising, whether based in contract, tort (including negligence), breach of statutory duty or otherwise.
- 5.4 The Consultant warrants to the Client that all Services provided in the connection with this Agreement will be appropriate for the purpose and in line with Good Industry Practice.
- 5.5 Both parties warrant that they have conducted and will conduct its business in accordance with the highest ethical standards and it will comply with all applicable laws in the performance of its obligations under this Agreement, including, but not limited to, laws dealing with ethical business practices.
- 5.6 The Consultant will maintain appropriate insurance to cover its liabilities under this Agreement and will provide details of such insurance to the Client on request.

SECTION 6: PAYMENT

- 6.1 By way of remuneration for the Services hereunder the Client shall pay to the Consultant the fee for services as specified in Schedule 3 hereto promptly on the payment days referred to therein.
- 6.2 The Client shall pay interest on late payments of correct and valid invoices as determined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended. Interest will be payable at 8% above the Bank of England's base rate for all debts overdue by more than 30 days from date of invoice.
- 6.3 All costs exclude VAT which will be added at the prevailing rate at the time of invoicing.
- 6.4 Charges shall be payable in accordance with Schedule 3.
- 6.5 In the event that Client expressly requests work to be completed outside of Working Hours or not on a Business Day, Consultant shall charge 1.5 times the agreed day rate on Business Days and 2 times the agreed day rate at weekends and public holidays. Charges shall only occur if approval has been provided by Client in writing.
- 6.6 Travel expenses shall be charged at cost in line with the Consultant's client expenses policy.

SECTION 7: AGREEMENT CHANGES

- 7.1 The costs quoted are based upon the scope of the Services detailed in the Schedule 1. In the event that the scope of the service changes, the Consultant reserves the right to renegotiate the Agreement.
- 7.2 Any changes to the service shall be considered as detailed in the Change Control Procedure detailed in Schedule 5.
- 7.3 If the Client requests a delay in the delivery of the services the Consultant shall do its best to accommodate this. However, if this results in the Consultant incurring additional costs, the Consultant will provide the Client with details of these costs and the Client shall pay the additional costs in addition to the costs in Schedule 3.

SECTION 8: AGREEMENT TERMINATION

- 8.1 This Agreement may be terminated at any time, by either party, giving not less than one months' notice in writing to the other party.
- 8.2 In the event that the Agreement is terminated prior to the provision of all of the Services detailed in Schedule 1, the Client shall pay to the Consultant, an amount based on the percentage of the work completed at the time of termination.
- 8.3 The Consultant may suspend the Services without liability to the Client with immediate effect upon the delivery of a notice in writing to the Client in the event: i) The Consultant reasonably believes that the Service is being used in an unauthorised or illegal manner; ii) The Client fails to make any payment on the Due Date; iii) The Consultant reasonably believes that the Client is unable to pay its debts, iv) The Client reasonably believes the Client is in breach of this Agreement.
- 8.4 Either party may terminate this Agreement, without prejudice to its other rights or remedies, immediately following written notice if the other party if: i) It is in material breach of any of its obligations under the Agreement and either that breach is incapable of remedy, or that other party has failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or ii) Is unable to pay its debts, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.