

Devoteam UK Limited

Terms of Business_V1.0

1. TERMS OF BUSINESS

1.1 These terms of business shall apply to any per diem contract ('the Contract') between Devoteam UK Limited, ('Devoteam'), and the organisation which is to receive the services from Devoteam, ('the Customer') including any subsequent Customer verbal or e-mail instructions.

2. RESPONSIBILITIES

2.1 Devoteam

2.1.1 Devoteam shall provide to the Customer the Services as detailed in the applicable Schedule.

2.1.1 Devoteam's personnel shall endeavour to adhere to the rules and regulations relating to the Customer's premises when present on such premises and as are notified by the Customer to Devoteam from time to time.

2.2 Customer

2.2.1 The Customer agrees to provide to Devoteam and its staff with such of the following as may be reasonably required to enable Devoteam to perform the Services: (i) all necessary co-operation in relation to this Agreement; (ii) all necessary access to such information as may be required by Devoteam; (iii) office and other accommodation and facilities, in particular, access to communications and relevant computer facilities; and (iv) Customer staff with appropriate skills and experience.

2.2.2 In the event that the Customer fails to provide to Devoteam and its staff the Prerequisites prior to the date on which the parties have agreed Devoteam will commence performing the Services and such failure results in Devoteam being unable to provide the Services at its option Devoteam may require the Customer to pay Devoteam's daily rate for such Professional Services Days and any other directly related reasonable expenses incurred by Devoteam as a result of such failure.

2.2.3 In addition to the above, the Customer shall: (i) comply with all applicable laws and regulations with respect to its activities under this Agreement; (ii) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Devoteam may adjust any agreed timetable or delivery schedule as reasonably necessary; (iii) obtain and maintain all necessary third party software licences allowing Devoteam to use the required third party software, and provide confirmation of this upon Devoteam's request. For the avoidance of doubt, Devoteam will not be liable for any loss or damage arising from reliance on any information or materials supplied by the Customer.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All Background IP shall remain owned by, and vested in, Devoteam and/or its licensors and ownership of that Background IP shall not transfer to the Customer under this Agreement. Upon payment of the fees (a) all Foreground IP in the Development Work specified in the Relevant Statement Of Work shall vest in the Customer (and Devoteam shall assign its rights in such Foreground IP to the Customer) and (b) Devoteam hereby grants to the Customer a non-exclusive, royalty free licence (with a right to grant sub-licences upon the prior written consent of Devoteam) to use the Background IP in the Development Work as detailed in the applicable Annex.

3.2 Nothing in this Agreement shall be construed to restrain Devoteam, its employees, agents or subcontractors in the use of the techniques and skills or in the use of any ideas, concepts, information, or know-how relating to methods or processes of general application which may be acquired in the course of performing this Agreement

3.3 All proprietary rights in the Subscription Product or Product and any modifications or copies thereof, are and shall remain vested in the third party Subscription Product or Product Company.

4. FEE STRUCTURE

4.1 Rates are quoted on a per diem basis based on an eight (8) hours' working day between hours 0900 and 1700 Mondays to Fridays excluding UK Bank and Public Holidays and days chargeable are calculated at the rate of one per eight (8) hours worked. Part days or excess hours, so calculated, will be invoiced unless otherwise agreed in writing, on a pro-rated basis.

4.2 Subject to reasonable notice, Devoteam's staff shall be released for holidays, occasional training, and other matters. Time taken off for these purposes will not be chargeable.

4.3 Time chargeable includes all time worked on the assignment on or off the Customer's premises and time committed at or out of Devoteam's offices due to the requirements, location and schedules of the assignment. When the Customer requires significant working outside normal hours a higher fee rate will be charged and will be notified to the Customer by Devoteam in writing.

4.4 The payment terms for all Fees raised to the Customer will be within thirty (30) days from the invoice date.

4.5 Services fees provided on a Time and Materials basis shall be invoiced on a monthly basis in arrears and calculated with reference to the number of Services Days provided by Devoteam that month.

4.6 Services fees provided on a Fixed Price basis shall be invoiced on completion of the relevant milestones specified on the Project.

4.7 Invoices raised for Third Party Software, Training Services and Support and Maintenance will be raised on the earlier of the receipt of the purchase order/signed schedule or on the start of the Service.

4.8 With the prior written agreement of the Customer, the Customer shall reimburse Devoteam for all reasonable travel, subsistence and other expenses incurred by Devoteam in rendering any Services.

4.9 After notice, past due amounts owing from the Customer shall bear interest on a day to day basis from the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.10 The Customer shall reimburse Devoteam for all reasonable costs incurred (including reasonable legal fees) in collecting past due amounts owed by the Customer.

5. GENERAL

9.1 With the consent of the Customer, which shall not be unreasonably withheld, Devoteam reserves the right to employ agents and sub-contractors to assist it, and/or have its licensors assist it, when providing any part of the Services.

9.2 The Customer agrees not to export the Development Work (including technical data and any related information) in breach of any applicable export control regulations.

9.3 Neither party will during the period of this Agreement or within six (6) months of its termination or expiry solicit directly or indirectly any staff of the other who have been involved in providing or receiving Services or have been otherwise connected with this Agreement. This will not restrict either party from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign.

9.4 Services shall be provided in the English language. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties.

5.5 No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict that party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

5.7 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

5.9 Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as otherwise agreed to by the parties in writing.

5.10 Devoteam may at any time assign, transfer, charge, subcontract or otherwise deal with all or any of its rights or obligations under this Agreement. The Customer may not assign, transfer, charge, subcontract or otherwise deal with all or any of its rights or obligations under this Agreement without the prior written consent of Devoteam, which shall not be unreasonably withheld.

6. INDEMNITY INFRINGEMENT

6.1 For any claim brought against the Customer relating to the Third-Party Software the terms of the Third Party Software will prevail.

6.2 Devoteam will indemnify and keep the Customer indemnified against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, legal costs and expenses) arising out of, or in connection with the infringement or alleged infringement of any third party intellectual property or other proprietary rights by the use or possession of the Development Work. The Customer shall notify Devoteam in writing as soon as reasonably practicable following receipt of such allegation and shall provide Devoteam with sufficient information, reasonable assistance and sole authority to defend and settle any claim.

6.3 If any part of the Development Work is the subject of any such claim or in the event of any adjudication that any part of an item of Development Work does so infringe, Devoteam may at its expense elect to do either one of the following: (i) procure for the Customer the right to Use the Development Work or the affected part thereof; (ii) replace the Development Work or affected part thereof with other suitable and equivalent products; or (iii) modify the Development Work or affected part thereof to make it non-infringing.

6.4 Devoteam shall have no obligations under this Clause 10 with respect to any claim to the extent it is based upon (i) the use of any version of the Development Work which has been altered other than by Devoteam (ii) use of technology, technological information, designs, plans or specifications furnished by the Customer; (iii) use of the Development Work for a purpose other than that for which it was designed or contemplated as evidenced by the Documentation or otherwise in a manner contrary to the instructions given by Devoteam to the Customer; or (iv) use of the Development Work after notice to the Customer of the alleged or actual infringement.

6.5 THIS CLAUSE 6 STATES THE ENTIRE LIABILITY OF DEVOTEAM AND THE CUSTOMER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO THE INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.