

This service is delivered by the Supplier and may include components, platforms, or support provided by an approved subcontractor. The Supplier remains fully responsible for the delivery of the service and for all obligations under the G-Cloud 15 Framework Agreement and Call-Off Contract.

Certain elements of the service are subject to the subcontractor's service policies, acceptable use rules, licensing conditions, or operational requirements. These subcontractor terms apply only to the extent necessary for the delivery and operation of the service. These terms do not create any contractual relationship between the Buyer and the subcontractor.

Where any subcontractor terms appear to conflict with the G-Cloud 15 Framework Agreement or Call-Off Contract, the G-Cloud terms take precedence in all cases. Subcontractor terms are included solely to provide transparency regarding how the service operates.

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LE8 0QX



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www.ccq.tech
contact@ccqltd.com

("you", "the Client")

Company number

Registered office address:

Date:

Dear Sirs,

Terms of Engagement - Services to be provided by Computer Conquest Limited (the "Company", "CCQ", "CCQ Tech", "we")

Thank you for asking us to provide you with our services. Details of the services that you ask us to provide to you are set out in the Schedule(s) to this letter agreement and such other Schedules as we agree in writing from time to time.

We set out below the terms on which the Company will provide services to you (the '**Services**'). Where you ask us to provide you with services and we do not agree a Services Schedule, your request for services will be deemed to be accepted by us if we confirm acceptance of your instructions in writing (which includes email) or by commencement of work by us in relation to those services, whichever is earlier. Instructions from you to us to provide services form part of this letter agreement and shall not form a separate contract to it.

Please read this letter agreement ('Agreement') through carefully, in particular paragraph 6 which sets out the limitations on the Company's liability to you.

The Schedules to this Agreement form part of this Agreement and any reference to this Agreement means this agreement together with the Schedules and such amendments in writing as may subsequently be agreed between the parties.

1. Obligations of the Company

1.1 The Company shall use reasonable endeavours to:-

- 1.1.1 provide the Services with all due care, skill and ability and in accordance in all material respects with the provisions of the relevant Schedule;
- 1.1.2 meet the project milestones set out in the relevant Services Schedule. Any such dates shall be estimates only and time shall not be of the essence of this Agreement;
- 1.1.3 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to the Company by the Client in writing, provided that the Company shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement; and
- 1.1.4 ensure that its employees, agents and sub-contractors act in a civil, co-operative and non-discriminatory manner towards the Client's employees, clients and other business contacts.

1.2 The Company shall be entitled to assume that whoever gives the Company instructions has authority to do so and will be entitled to rely on any information provided by that person. Where instructions are given on behalf of the Client and the Client is a company the Company shall be entitled to assume that such instructions have been brought to the attention of and approved by the directors of the Client.

1.3 The Company shall also be entitled to rely on advice given by any of your other advisers and on any information provided by the Client or by others on the Client's behalf.

1.4 Where the Company agrees to provide the services of a designated consultant(s) ('**Consultant**') it shall use reasonable endeavours to do so. However, if the Consultant is unable to provide the Services due to illness or injury we will advise you of that fact as soon as possible and will provide a suitably qualified substitute consultant. Details of any agreed designated consultant(s) are set out in Part 2 of the relevant Services Schedule.

1.5 The Company may from time to time and without notice change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of or the charges for the Services.

2. Obligations of the Client

2.1 The Client shall:-

- 2.1.1 co-operate with the Company in all matters relating to the Services;
- 2.1.2 provide for the Company, its employees, agents and sub-contractors in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably requested by the Company;
- 2.1.3 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
- 2.1.4 provide in a timely manner such information as the Company may request, and ensure that such information is accurate in all material respects;
- 2.1.5 ensure that all the Client's equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant UK standards and requirements; and
- 2.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start.

2.2 If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its employees, agents or sub-contractors, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay and the Company shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.

2.3 The Client shall not, without the prior written consent of the Company, at any time from the date of this Agreement to the expiry of six months from the termination of this Agreement, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, agent or sub-contractor of the Company in the provision of the Services.

2.4 The Client shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere (arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement), subject to the Company confirming such costs, charges and losses to the Client in writing

3. Fees and expenses

3.1 The fee for which we have agreed to provide the Services ('Fee') is calculated on the basis set out in Part 3 of the relevant Services Schedule (or as otherwise agreed between us). Where the Services are provided on a time and materials basis, if no fee rate is set out in Part 3 of the relevant Services Schedule (or if no fee rate has been agreed between us), the Fee shall be calculated in accordance with the Company's standard daily fee rates (as amended from time to time).

3.2 All fees and expenses are exclusive of VAT which will be charged where applicable at the appropriate rate.

3.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 3 of the relevant Services Schedule (or as otherwise agreed between us). The total price shall be paid to the Company (without deduction or set-off) in instalments, as set out in Part 3 of the relevant Services Schedule (or as otherwise agreed between us).

3.4 Any sums payable to the Company under this Agreement shall become due immediately on its termination, despite any other provision. This paragraph 3.4 is without prejudice to any right to claim for interest under the law or any such right under this Agreement.

4. Payment of Fees

4.1 Invoices are payable on receipt of invoice and will usually be delivered at monthly intervals. A final invoice will be sent after completion of the work. You will be sent a reminder letter for all bills unpaid after 30 days of the date of invoice.

4.2 If you fail to pay on the due date any amount which is properly payable to the Company under this Agreement then the amount outstanding shall bear interest both before and after any judgment at 5 per cent per annum over the Barclays Bank plc base rate from time to time from 30 days after the due date for payment up to and including the date that payment is received by the Company.

4.3 If an invoice is overdue for payment the Company reserves the right to suspend work until all sums outstanding are paid.

5. Duration of Agreement

Subject to paragraphs 7.2 and 11 below, this Agreement will start on the Commencement Date (as set out in Schedule 1 to this Agreement), and shall continue unless and until terminated:-

- 5.1 as provided by the terms of this Agreement; or
- 5.2 by either party giving to the other not less than 3 months prior written notice.

6. Limitation on Liability

Your attention is particularly drawn to the provisions of this paragraph.

6.1 This paragraph 6 sets out the entire financial liability of the Company to you (including any liability for the acts or omissions of its employees, agents and sub-contractors) in respect of:-

- 6.1.1 any breach of this Agreement;
- 6.1.2 any use made by you of the Services or any part of them; and
- 6.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6.3 Nothing in this Agreement excludes or limits the liability of the Company (i) for death or personal injury resulting from negligence; or (ii) for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by the Company; or (iii) any liability for any matter for which it would be illegal or unlawful for the Company to exclude or attempt to exclude or limit its liability.

6.4 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to £1,000,000 (one million pounds) per claim or per series of claims arising from the same originating cause. Subject to paragraphs 6.3 and 6.8, the Company shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 6.4.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 6.4.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 6.4.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.

If, having considered the position, you feel that this limitation on liability is too low please discuss the position with us.

6.5 The Company shall only be liable to the Client and to third parties to whom advice is expressly addressed or services are rendered. In particular, none of these terms of business are intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

6.6 Where any loss is suffered by the Client and any other person is jointly and severally liable to the Client, the loss recoverable by the Client from the Company shall be limited so as to be in proportion, on a just and equitable basis, to the Company's relative contribution to the overall fault of the Company, the Client and any other person in respect of the loss in question.

6.7 The Company will not be responsible for any failure to advise or comment on any matter which falls outside the scope of the Services nor to update any advice to take account of events that take place after it is issued.

6.8 The Company will not be liable in respect of any claim made or action instituted:-

- 6.8.1 within the United States of America and/or Canada or any territories which come within the jurisdiction of the United States of America and/or Canada; or

6.8.2 to enforce a judgment obtained in any Court of the United States of America and/or Canada or any territories which come within the jurisdiction of United States of America and/or Canada.

The limitations on liability contained in this paragraph 6 shall apply to all work carried out from inception of our work on this matter.

7. Force Majeure

7.1 If the Company is affected by any circumstances beyond its reasonable control that prevent us from providing the Services within the agreed time frame (**'force majeure event'**), we will immediately notify you of the nature and extent of such circumstances. If as a result of those circumstances, we are unable to meet any deadline or complete the work we have agreed to do for you by any estimated date of completion or at all:-

7.1.1 any such failure on our part will not constitute a breach of this Agreement;

7.1.2 we will not be otherwise liable to you for any such failure to the extent that it is attributable to any such circumstances notified to you; and

7.1.3 any estimated date for completion of the work will be extended accordingly.

7.2 If the force majeure event continues for more than one month, starting on the day the force majeure event starts, either party may terminate this Agreement by giving not less than 2 weeks' notice to the other party.

8. Conflict of interests

The Company may act for many clients at any one time. It is possible that some of those clients will operate in the same industry or sector as you and some may have, or develop, adverse commercial interests to you. You accept that this will not prevent the Company from acting for current or future clients who are, or may in the future be, in this position provided such activity does not cause a breach of the Company's obligations under this Agreement.

9. Intellectual Property Rights

For the purposes of this Agreement:

"Background Intellectual Property" means any Intellectual Property Rights owned by, licensed to or otherwise controlled by the Company that are used in connection with the Services.

'Bespoke Software' means software programs, algorithms and documentation (in so far as it relates specifically to the Bespoke Software) developed by the Company specifically for the Client under this Agreement pursuant to the Client's specifications or to address the custom requirements of the Client, as described in part 4 of the relevant Services Schedule.

'Client Materials' means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Company in connection with the Services.

'Deliverables' means any output of the Services to be provided by the Company to the Client as specified in the relevant Services Schedule (which may include Bespoke Software, Licensed Software, Tools, Third Party Software and/or Documentation).

'Documentation' means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by or on behalf of the Company in the provision of the Services and any other services which we agree to provide to you but excluding documentation in so far as it relates specifically to the Bespoke Software.

‘Intellectual Property Rights’ means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up and trade dress, rights in goodwill or to sue for passing off or unfair competition, rights in designs, rights in systems, methodologies, computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, including the right to sue and recover damages for past infringements.

‘Licensed Software’ means the software programs proprietary to the Company, described in part 4 of the relevant Services Schedule including the libraries created by the Company and used in connection with such software programs (but does not include subsequent amendments or updates to such software after delivery of the Licensed Software to the Client). Where the parties agree that the Bespoke Software is provided by the Company to the Client on a licensed basis, references to ‘Licensed Software’ shall include Bespoke Software.

‘Third Party Software’ means any open source software and any software programs proprietary to third parties which are provided to the Client without modification.

‘Tools’ means any software development tools (including code generators and templates) and know-how developed, and methods invented, by the Company prior to this Agreement or in the course of or as a result of carrying out the Services (whether or not developed or invented specifically or used exclusively to carry out the Services).

9.1 Intellectual Property Rights in Bespoke Software: except as otherwise agreed in writing between the parties, in relation to the Bespoke Software, subject to payment of the Fee in accordance with this Agreement, the Intellectual Property Rights in the Bespoke Software (but excluding any Background Intellectual Property and/or any Intellectual Property Rights in the Licensed Software which forms part of the Bespoke Software and/or any Third Party Software) shall vest in the Client and the Company assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Client. On the request and at the cost of the Client, the Company will execute all documents necessary to give effect to this paragraph 9.1. The terms set out in the Software Development Services Schedule to this Agreement apply to the Services where they include the development of Bespoke Software by the Company for the Client.

9.2 Other Intellectual Property Rights: subject to paragraph 9.1 above (Intellectual Property Rights in Bespoke Software):

9.2.1 In relation to the Licensed Software, Tools and Documentation (except as otherwise agreed in writing between the parties):

- (a) the Company shall retain ownership of all Intellectual Property Rights in the Licensed Software, the Tools and the Documentation;
- (b) subject to payment in full of the Fee, the Company grants to the Client a non-exclusive, non-transferable, royalty-free licence to use the Licensed Software and the Documentation, but only for the purposes for which they were created under this Agreement; and
- (c) the Company reserves the right to grant a licence to use the Licensed Software, the Documentation and/or the Tools to any other party or parties.

9.2.2 In relation to all other Deliverables (e.g. Third Party Software):

- (a) the Company (and its licensors) shall retain ownership of all the Intellectual Property Rights in the Deliverables, excluding the Client Materials; and
- (b) subject to payment in full of the Fee, the Company grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to use the Deliverables in its normal course of business.

9.3 For the avoidance of doubt, any Intellectual Property Rights belonging to either the Company or the Client before the commencement of the provision of software development services by the Company to the Client (whether pursuant to this Agreement or otherwise) will remain the property of that party.

9.4 The Company warrants that the receipt and use of the Services and the Deliverables shall not infringe any Intellectual Property Rights, of any third party. The Company shall not be in breach of this warranty to the extent the infringement arises from:

- (i) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Services or any Deliverable;
- (ii) any modification of the Services any Deliverable, other than by or on behalf of the Company; or
- (iii) compliance with the Client's specifications or instructions.

9.5 The Client acknowledges that the Client's use of rights in Third Party Software may be conditional on the Company obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Company to license such rights to the Client.

9.6 In relation to the Client Materials, the Client:

- 9.6.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials;
- 9.6.2 grants to the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Services to the Client' and
- 9.6.3 warrants that the receipt and use in the performance of this Agreement by the Company of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

9.7 The Client shall use reasonable endeavours to prevent any infringement of the Company's Intellectual Property Rights in the Licensed Software, Tools and Documentation and shall promptly report to the Company any such infringement that comes to its attention.

9.8 The Client may not make adaptations of or variations to the Licensed Software without the prior consent of the Company. The Client may not disassemble, decompile, reverse transfer or in any other manner decode the Licensed Software, except as permitted by law.

9.9 Subject to paragraph 9.3, the Company may, with the prior written consent of the Client, use publicly available information relating to the Client (including trade names and logos, product names and logos) for the purposes of the Company's promotional material, including the Company website. This right shall continue without limit in time, notwithstanding termination of this Agreement.

10. Confidentiality

For the purposes of this paragraph 10, '**Confidential Information**' shall mean information of commercial value, in whatever form or medium, disclosed by one party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies and information pertaining to customers, pricing and marketing and, for clarity, including, but not limited to, (in the case of the Company's information), information relating to the Licensed Software, the Tools and/or the Documentation.

10.1 Except as required by law, the parties undertake to:-

- 10.1.1 keep confidential all information (written or oral) concerning the business and affairs of each other and their clients that may be obtained or received as a result of this Agreement;
- 10.1.2 not without the other's prior written consent disclose such information in whole or in part to any other person save to employees, agents or sub-contractors involved in the provision or receipt of the Services; and

- 10.1.3 use the information solely in connection with the provision or receipt of the Services.
- 10.2 The provisions of paragraph 10.1 will not apply to any information to the extent that it is:-
 - 10.2.1 already lawfully in a party's possession on the date of its disclosure;
 - 10.2.2 in the public domain other than as a result of a breach of this paragraph 10; or
 - 10.2.3 required to be disclosed pursuant to legal or regulatory requirements.
- 10.3 The Company shall procure that each of its employees, agents or sub-contractors complies with the provisions of this paragraph 10.
- 10.4 The obligations set out in this paragraph 10 shall continue for the duration of this Agreement and for the period of 3 years following its termination.

11. Termination

- 11.1 Either party may terminate this Agreement with immediate effect with no liability to make any further payment to the other party (other than in respect of amounts accrued prior to the termination date) if at any time:-
 - 11.1.1 the other party commits a material breach of any of its obligations under this Agreement and (if that breach is capable of remedy) fails to remedy it within 10 working days of receiving notice in writing provided to it by the other party; or
 - 11.1.2 the other party, being a company, makes a resolution for its winding up, makes an arrangement for a composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to it or, being an individual, has a bankruptcy order made against them.
- 11.2 On termination the Client shall:-
 - 11.2.1 immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately upon receipt; and
 - 11.2.2 within 10 working days return any of the Company's equipment provided by the Company or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client. If the Client fails to do this then the Company may enter into the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping;
- 11.3 The accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected by the termination of this Agreement.

12. Communications

- 12.1 We will use e-mail for communications unless you tell us not to. Where we do so, this is on the basis that you accept the risks (including, but not limited to, the security risk of interception of or unauthorised access to such communications and the risk of viruses), except in the case of our wilful default or dishonesty. If at any time you choose to provide instructions by email, please telephone us to check that the email has been received if you have not had a response within a reasonable period of time.
- 12.2 In the case of e-mails and faxes you authorise us to act upon them as if they are original signed instructions where it appears to us (acting reasonably) that the e-mail or fax is from the person it purports to be from.

13. Data Protection

For the purposes of this Agreement:

Data Protection Legislation means, to the extent the UK GDPR applies, the law of the United Kingdom or all or a part of the United Kingdom which relates to the protection of personal data. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Company is subject, which relates to the protection of personal data.

'UK GDPR' has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018.

For the purposes of this paragraph 13, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR. 13.1

Each of the Client and the Company agrees to comply with all applicable requirements of the Data Protection Legislation. This paragraph 13 is in addition to, and does not relieve, remove or replace either the Client's or the Company's obligations or rights under the Data Protection Legislation.

13.2 The Client will ensure that, to the extent that any personal data is required to be transferred by the Client (or on its behalf) to the Company as part of the Services, such personal data shall be pseudonymised and encrypted prior to transfer to the Company.

13.3 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency.

14. Status of this Agreement

14.1 This Agreement forms the basis on which the Company will provide the Services. The terms of this Agreement also apply to any other services which we agree to provide to you and all work carried out is subject to this Agreement, except to the extent that changes or other terms are expressly agreed in writing. If you are unhappy with any of the terms of this Agreement or require further explanation, please do not hesitate to contact us.

This Agreement forms the legal agreement between us, under which the Company agrees to provide the Services and shall prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation or specification or implied by law, trade custom, practice or course of dealing.

14.2 Unless otherwise expressly agreed between us in writing, you agree to and accept the terms set out in this Agreement on your own behalf and on behalf of each of your Affiliates. You will procure that each of your Affiliates will act on the basis that they are a party to and bound by the terms of engagement set out in this Agreement. Accordingly, all references in this Agreement to "you" (and derivatives of it) will mean you and each of your Affiliates.

For the purpose of this engagement "Affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 1985 as amended or re-enacted from time to time).

14.3 Nothing in this Agreement will create the relationship of agency, partnership, employer or employee or worker between the parties.

15. Notices

15.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the relevant party at the address set out at the beginning of this Agreement or to such

other address as that party shall notify to the other party for that purpose. Any such notice shall be deemed to have been received:-

15.1.1 if delivered personally, at the time of delivery; and

15.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

15.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

16. General

16.1 This is the entire agreement between the Company and the Client in relation to the Services. This Agreement shall be governed by English law.

16.2 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

16.3 The Client shall not, without the written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with any of its rights or obligations under this Agreement.

When you have read this letter, please sign and date the enclosed copy by way of acknowledgement of its terms and return it to us as soon as possible. We reserve the right to terminate this Agreement without notice if you refuse to sign and return a copy of this letter to us promptly.

Unless you inform us in writing to the contrary within the next 10 days, we will assume that this Agreement accurately reflects the terms of our engagement and that we have your implied acceptance of them.

Yours faithfully,

.....

Director duly authorised for and on behalf of **Computer Conquest Ltd (t/a CCQ Tech)**

The terms and conditions of this letter, in particular those of paragraph 6 (Limitation on Liability), are accepted and agreed.

.....

duly authorised for and on behalf of

Date: 2025

SERVICES SCHEDULE

Part 1

Description of services to be provided:

Commencement Date:

Place of work:

Remote.

Part 2

Designated Consultant(s)

Part 3

Fee and expenses

b) Expenses

i) In addition to the Fee, the Client shall reimburse (or procure the reimbursement of) all reasonable expenses properly incurred by the Company in the provision of the Services, subject to the production by the Company of receipts or other appropriate evidence of payment. If you wish you can place a cap on the level of expenses we can incur without your prior written consent.

ii) In particular, the Client shall reimburse the Company for any reasonable travel, subsistence and hotel expenses arising as a result of the Consultant being required to travel, subject to the production by the Company of receipts or other appropriate evidence of payment. The Client will reimburse the Company for the Consultant's travel expenses to and from the Consultant's home address in the UK to the Client's business premises or to such other premises within the UK as shall be reasonably required by the Client for the proper provision of the Services and for any reasonable related subsistence expenses.

Part 4

Licensed Software & Libraries

Any CCQ Core Architecture, CCQ Base libraries and CCQ Utilities depended on by the Bespoke Software. This may include but is not limited to:

- Ccq Base
- Ccq ExcellImportExport
- Ccq FileStorage
- Ccq PDF
- Ccq GoogleAPI

- Ccq Utils SMS
- Ccq Front end elements and components

Bespoke Software

Where the Company develops Bespoke Software for the Client as part of the Services, the terms of the Software Development Services Schedule shall apply.

SOFTWARE DEVELOPMENT SERVICES SCHEDULE

1. DEFINITIONS

The following definitions apply in these terms for software development services (“**Development Services**”). Definitions used in the Agreement shall have the same meaning in this Schedule:

Acceptance Date means the date on which the Software is accepted by the Client in accordance with this Schedule.

Acceptance Tests means the acceptance tests agreed between the Company and the Client.

2. DEVELOPMENT SERVICES

- 2.1 The Company agrees to develop the Bespoke Software in accordance with the Client’s requirements which shall be agreed between the parties and/or shall be more particularly described in the relevant Services Schedule. All material requirements of the Client in relation to the Bespoke Software (**Client Requirements**) shall be agreed between the parties in writing (which shall include email).
- 2.2 The Bespoke Software may be developed and delivered in stages (as more particularly described in the relevant Services Schedule agreed between the parties).

3. ACCEPTANCE TESTING

- 3.1 Prior to each delivery of the Bespoke Software, the Company shall carry out reasonable tests to ensure that the Bespoke Software is in operable condition and is capable of meeting the Client Requirements in all material respects once properly installed.
- 3.2 Following each delivery of the Bespoke Software, the Client shall carry out Acceptance Tests to verify that the Bespoke Software complies with the Client Requirements in all material respects.
- 3.3 Acceptance of the Bespoke Software by the Client shall be deemed to have occurred on whichever is the earliest of the receipt by the Company from the Client of confirmation (verbal or in writing) that the Bespoke Software is accepted, the expiry of 5 days after the completion of the Acceptance Tests or (where relevant) the use of the Bespoke Software by the Client (or any of its affiliates) in the normal course of business, whichever is earlier.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKING

- 4.1 The Company represents and warrants to the Client that the Bespoke Software at the Acceptance Date will perform in all material respects with the Client Requirements.
- 4.2 The sole remedy for breach of the warranty in paragraph 4.1 shall be correction of any defects by the Company within a reasonable time from notification by the Client of the defect that constitutes the breach.
- 4.3 The warranty in paragraph 4.1 is in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Schedule. Without limitation, the Company specifically denies any implied or express representation that the Bespoke Software will be fit to operate in conjunction with any hardware items or software products other than with those that are specifically agreed in writing with the Company as being compatible with the Bespoke Software, or to operate uninterrupted or error-free.
- 4.4 Any unauthorised modifications, use or improper installation of the Bespoke Software by, or on behalf of, the Client, shall render all the Company’s warranties and obligations under this Schedule null and void.
- 4.5 The Company does not warrant or guarantee that it will be able to rectify all defects to the Bespoke Software.