

Telic Digital – Terms of Business

Telic Digital Limited, 150-151 Fleet Street, London EC4A 2DQ
Registered in England, Company Number 12760512

1. Definitions

In these Terms of Business:

We/Telic Digital means Telic Digital Ltd, registered in England with number 12760512 and with its registered office at 150-151 Fleet Street, London, EC4A 2DQ.

You/Customer means the Telic Digital customer specified in the Sales Order Form.

Contract means the contract between Telic Digital and the Customer for the supply of Software and/or Services in accordance with the Quotation or Statement of Work and these Terms of Business and as otherwise agreed from time to time.

Sales Order Form means the document issued to you confirming acceptance of Telic Digital to provide the Services to you.

Statement of Work means the document issued to you providing detailed scoping of the work to be conducted.

Services means the consultant services provided by Telic Digital to you in accordance with your instructions and/or any scope of works agreed between the parties and as may be more specifically set out in the Sales Order Form or otherwise agreed with you.

Software means the software products provided by Telic Digital to you in accordance with your instructions which may include (a) proprietary Telic Digital software or (b) third-party software supplied under licence. Ownership and licensing terms shall be as set out in the Sales Order Form and/or Statement of Work.

2. Basis of the Contract and Services

2.1 Telic Digital will provide you with a Sales Order Form setting out the Software and/or Services to be provided to you. Any changes or addition to the Software and/or Services will be agreed with you.

2.2 We will provide the Software and/or Services on the basis of information and instructions given to us by you and/or others authorised by you. You should not assume any knowledge of facts of your business on our part. We will liaise directly with the named person on the sales order form or as otherwise agreed with you. If your instructions, any reporting lines, or relevant circumstances change, you should notify us as soon as practicable.

2.3 For software supplied under this agreement the applicable third-party licence terms shall apply. Telic Digital shall not be responsible for support or warranties in respect of such third-party software unless expressly agreed in writing in the Sales Order Form.

2.4 The Services will be performed at either your place of business or at Telic Digital's offices or as otherwise agreed. When the Services are to be performed at your premises you will provide Telic Digital, its employees, agents, consultants, and sub-contractors, with access to your premises, and other facilities as may reasonably be required by Telic Digital.

2.5 You should ensure that all relevant information, instructions and documents are provided to us at the commencement of work or as soon as they are available. By giving us clear instructions (and all relevant documentation) throughout our engagement, with as much detail as is available to you, you will greatly assist us to provide the Services efficiently and within the parameters of our agreed engagement. If you are aware of any time limits that may be applicable, please immediately advise us.

In particular, you agree that you shall:

keep us promptly informed of any proposals or developments in your business relevant to our engagement;

provide us promptly with all further information and documents that appear to be relevant to our work on your affairs; and

let us know about any relevant changes (or intended changes) to your business so that the implications of such changes on the engagement can be assessed.

2.6 Where you fail to provide required information, access, approvals or cooperation in a timely manner, Telic Digital may (a) adjust delivery dates, (b) suspend performance, and/or (c) charge for additional costs reasonably incurred as a result of such delay.

3. Confidentiality

3.1 It is our policy to treat all Customer information and documents as confidential and to protect such documents from disclosure to other customers or third parties. It may be necessary for us to disclose some of this information to third parties as set out in clause 6.2 and you agree to the disclosure by us of this information for such purposes.

3.2 Telic Digital may disclose Confidential Information to its employees, agents, contractors, or affiliates who need to know such information for the purpose of providing the Services, provided they are bound by confidentiality obligations no less strict than those in this Agreement.

4. Rates/Estimate

4.1 You will be billed for the Software and/or Services in accordance with the fee rates agreed between the parties and as set out in the Sales Order Form. Any changes to the fee rates will be agreed in writing and will take effect from the agreed date. Any expenses, including without limitation couriers, travel expenses and mileage (other than local travel), hotel and subsistence costs and other costs/disbursements, will be additionally charged at cost (with VAT where applicable). All expenses will require prior written approval from the Customer.

4.2 Any estimates of costs will be based upon the instructions and information given by you and our provisional view of the likely cost of providing the Software and/or Services. Estimates will always be subject to review if the nature and/or amount of the Software and/or Services changes as projects proceed. Where possible we will provide you with a written updated estimate of fees and expenses as soon as it appears to us that an estimate needs revision.

Unforeseen complications or developments may have fee implications and you should notify us of these as soon as you are aware of them.

4.3 Where it is appropriate, we are also happy to provide fixed or capped fee quotations based upon the instructions and information given by you and our view of the likely cost of providing the Software and/or Services. Where a fixed or capped fee quotation has been given, this should be read subject to the specific terms of the applicable Sales Order Form or Statement of Works. Fixed

and capped fee quotations will, however, be subject to review if the nature of the Software and Services change materially as a project proceeds.

5. Payment Terms

5.1 We will invoice on a monthly basis for Software and/or Services incurred during that month or as set out in the Sales Order Form. Invoices issued by us are due for payment within 30 days, unless otherwise stated. We reserve the right to charge interest at 4% over the base rate of Bank of England, or such higher rate as is allowed by statute, on all sums outstanding in excess of 30 days from the date of issue.

5.2 All queries concerning invoices must be raised in writing within 14 days of the invoice being issued, otherwise it will be deemed to be accepted as a reasonable charge for the work done.

5.3 We reserve the right to suspend and/or terminate provision of Software and/or Services should fees remain outstanding over 60 days. We will tell you if we decide to suspend and/or terminate Software and/or Services in these circumstances. If we terminate our Software and/or Services for any reason, the fees and expenses incurred up to that date and remaining unbilled will then be invoiced to you.

6. Data Protection and Credentials

6.1 GDPR requires us to advise you that your particulars are held on our database. You agree that we may from time to time use these details to send you information (whether by email or otherwise) that we think might be of interest to you.

6.2 Personal data, information and documents (Information) which you provide to us or which we otherwise handle may be both confidential and subject to The General Data Protection Regulation. In providing the Software and/or Services to you it may be necessary for us to disclose some of this Information (including Customer information as described in clause 3) to third parties, for example our auditors, regulators and insurers, as well as to government agencies. We may also be required to disclose such Information by law or court order. You agree to the disclosure by us of this Information for such purposes.

6.3 In so far as the Information is already publicly available, we may from time to time include your name and a brief factual description of the Software and/or Services that we have provided to you on our website, our Intranet, in our Customer lists and in relevant sections of any proposals and tender documentation. Please let us know if you would prefer that we do not do this.

6.4 The parties acknowledge that, in respect of any personal data processed under this Agreement, Telic Digital acts as a Data Processor and the Customer acts as Data Controller, unless otherwise specified in a Sales Order Form. The parties shall comply with their respective obligations under applicable data protection laws.

7. Communication by e-mail

7.1 We usually communicate by e-mail and (unless advised otherwise by you) you consent to us sending and receiving emails to/from you and third parties pursuant to this engagement.

7.2 You also recognise and accept that communication by e-mail is neither secure nor error free. E-mails and their attachments may be delayed, corrupted, intercepted, changed or otherwise lost for reasons outside our control. We shall not be responsible for any loss or claim arising out of or in

accordance with the sending or receipt of e-mails and attachments whether by you, us or any third party in connection with this engagement except to the extent that any losses or claim are caused by our negligence or wilful default.

8. Force Majeure

8.1 In this Agreement, Force Majeure Event shall mean any cause, event or contingency beyond our reasonable control including acts of God, outbreaks of hostilities, riots, civil disturbances, fire, explosion, flood or severe weather, power failure, failure of telecommunications lines (including IT/data links), theft, and/or malicious damage.

8.2 If we are prevented or delayed in carrying out any of our obligations under any engagement by a Force Majeure Event we shall use all reasonable endeavours to mitigate the effects of such Force Majeure Event but we shall not be under any liability to you for any losses howsoever caused as a result of such Force Majeure Event.

9. Limitation of Liability

9.1 The aggregate liability of Telic Digital, agents, and sub-contractors for all losses, including without limitation for negligence, breach of contract, misrepresentation or otherwise on its or their part in relation to any Software and Services we provide under the Contract shall not exceed the amount paid or payable for the relevant Software and/or Services.

9.2 Subject to clause 9.5 below, all liability for the following is hereby excluded:

9.2.1 any loss or damage which does not arise as a direct and natural consequence of the default in question, including indirect, special, exemplary, punitive or consequential loss or damage;

9.2.2 loss of profits;

9.2.3 loss of anticipated savings;

9.2.4 loss of revenue or business opportunities

in each case whether arising from negligence, breach of contract or otherwise, even if we have been advised of the possibility of such loss or damage arising.

9.3 We will not be responsible for any loss or damage to you resulting from inadequate, incomplete or erroneous information supplied by you or on your behalf. Unless we agree otherwise and so consent in writing, the Services are provided to the Customer whose details are provided on the sales order form of which these Terms of Business form part and we shall be under no liability to any third party in respect of the Software and/or Services provided to you.

9.4 Except as set out in these Terms of Business, all warranties, representations, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.5 Nothing in any Sales Order Form, Statement of Works or these Terms of Business excludes or limits in any way whatsoever the liability of Telic Digital, its agents, sub-contractors and employees for:

9.5.1 death or personal injury caused by the negligence of Telic Digital, its directors, consultants, agents, subcontractors or employees; or

9.5.2 fraud or fraudulent misrepresentation; or

9.5.3 any other liability that cannot be excluded or limited by law.

9.6 Notwithstanding the foregoing, Telic Digital's liability for third-party claims alleging that Telic Digital's proprietary software infringes intellectual property rights shall not be subject to the cap in clause 9.1.

10. Miscellaneous

10.1 These Terms of Business apply to any Software and/or Services performed by Telic Digital, subject to any variation agreed between the parties in any Sales Order Form or otherwise.

10.2 In the event of any conflict between any Sales Order Form and the Terms of Business, the Sales Order Form shall prevail.

10.3 Neither party may, without the prior written consent of the other party, assign, transfer or sub-contract all or any of its rights or obligations under the Contract.

10.4 A person who is not a party to this engagement shall have no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any of its terms.

10.5 The Contract sets forth the entire agreement between the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matters hereof.

10.6 The parties to this Contract are independent.

10.7 Telic Digital staff are assigned to your project on the understanding that, unless agreed otherwise in writing, you will neither employ or work with them independently of Telic Digital within the 12 month period following the end of our engagement.

11. Term and Termination

11.1 This Contract commences on the date of the Sales Order Form is signed by you or the date on which you first instruct us to provide Software and/or Services, whichever is earlier.

11.2 Either party may terminate for material breach which is not remedied within 14 days of written notice.

11.3 Either party may terminate at any time by giving one month's prior written notice to the other or as otherwise specified in the Sales Order Form.

11.4 Upon termination of the Software and/or Services for any reason, all unbilled fees and expenses incurred up to the date of termination together with any non-cancellable third-party subscription charges shall be immediately due and payable.

11.5 Any provision of this Contract which expressly or by implication is intended to continue in force after termination shall remain in full force and effect.

12. Governing Law and Jurisdiction

12.1 The Sales Order Form/s, Statement of Work/s and these Terms of Business shall be governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.