

## PROFESSIONAL SERVICES & SOFTWARE DEVELOPMENT TERMS

In this document, “Coretek” refers to the Coretek Group of Companies, Coretek Group Ltd, Coretek Ltd, and CoretekCloud Ltd; and “The Customer” refers to you, our customer or a third party acting on your behalf. Coretek reserves the right to amend these Terms and Conditions from time to time without notice - the latest version will be published on the Coretek website.

### Recitals:

The Customer has asked Coretek to provide professional services and Coretek has agreed to do so. The parties intend that the terms of this agreement should govern the provision of all professional services provided by Coretek to the Customer from time to time unless specifically agreed otherwise in writing.

### Operative Provisions:

#### 1. Engagement

- 1.1 The Customer engages Coretek to undertake the work set out in as detailed in a schedule provided ("the Assignment"). The terms of this agreement shall apply not only to the Assignment but also to any further work undertaken by Coretek for the Customer the details of which will be set out in a new schedule.
- 1.2 Work on the Assignment will begin on the date specified in the Schedule and will continue as specified. Whilst Coretek will use all reasonable endeavours to complete the Assignment by any target date specified in the Schedule time shall not be of the essence. Work on the Assignment will be conducted at the location specified in the Schedule.

#### 2. Fees

- 2.1 The Customer will pay Coretek the fees specified in the Schedule (where applicable calculated by reference to the daily rate specified, in which case a working day shall comprise 8 hours).
- 2.2 The Minimum Term specified in the Schedule, means the minimum term for billing e.g. 12 months means the Customer must pay for at least 12 months not including the lead time or any un-billed or credited periods.
- 2.3 In addition to the fees payable pursuant to clause 2.1 the Customer will reimburse Coretek travel and subsistence expenses incurred in the performance of the Assignment unless specified otherwise in the Schedule.
- 2.4 Coretek will render an invoice in respect of fees and expenses as specified in the Schedule. All invoices are payable within 30 days by Direct Debit.

- 2.5 If the Customer fails to make a payment to Coretek by the due date (without prejudice to its other rights) Coretek will be entitled to:
  - 2.5.1 suspend the provision of services under this agreement;
  - 2.5.2 charge the Customer interest at the rate of 2 per cent per month from the due date until payment is received.

### 3. Customer's Obligations

- 3.1 The Customer shall:
  - 3.1.1 provide Coretek with such information and documentation as Coretek might reasonably require to complete the Assignment;
  - 3.1.2 ensure that its employees co-operate with Coretek in connection with the Assignment;
  - 3.1.3 in the event that Coretek is required to use and/or modify any software as part of the Assignment ensure that all necessary consents and permissions to such use and/or modification have been obtained.

### 4. Coretek's Obligations

- 4.1 Coretek shall ensure that the Coretek staff engaged on the Assignment are suitably experienced and have the necessary expertise to complete the Assignment;
- 4.2 Coretek warrants that it will use reasonable care and skill in conducting the Assignment.

### 5. Intellectual Property Rights

- 5.1 Any Intellectual Property developed solely by the Customer or Coretek in any software or other material produced without the participation of the other party, is and will remain the sole and exclusive property of the developing party.
- 5.2 Intellectual Property developed jointly will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.
- 5.3 The Intellectual Property of standard functions which would be common across any system e.g. saving data, exporting data, security access, will remain the property of Coretek.
- 5.4 The Customer hereby grants Coretek a non-exclusive and non-transferable license to use their Intellectual Property solely in connection with the performance of Assignment and in accordance with the terms of this agreement.
- 5.5 Upon full contractual payment by the Customer, Coretek grants an exclusive perpetual and non-transferable licence to deliverables developed for the Customer by Coretek, pursuant to this Agreement, that Coretek has the IPR to.
- 5.6 Neither Party shall have the right to grant Third Parties sublicences in any software or other material produced under this Agreement and the licences granted hereunder, without prior consent from Licensor.

## 6. Reporting and Review Procedure

During the course of carrying out the Assignment Coretek will report to the Customer at the intervals specified in the Schedule setting out the progress made and the time devoted to the Assignment during the relevant period.

## 7. Coretek's Liability

- 7.1 Coretek shall indemnify the Customer against any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of Coretek, its employees, agents or sub-contractors.
- 7.2 Except in respect of injury to or death of any person (for which no limit applies) the liability of Coretek to the Customer under clause 7.1 and/or otherwise under this Agreement in respect of each event or series of events shall not exceed a sum equal to the total fees payable by the Customer in respect of the Assignment multiplied by two.
- 7.3 Notwithstanding anything else contained in this agreement Coretek shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

## 8. Non-Solicitation of Staff

- 8.1 The Customer acknowledges that the solicitation of the Coretek staff or sub-contractors engaged in the provision of services under this agreement would cause Coretek to suffer a loss and accordingly the Customer undertakes that it will not for a period of six months after the completion of work under this agreement engage the services of any Coretek employees or sub-contractors who have provided services to the Customer under this agreement.

## 9. Confidentiality

- 9.1 Coretek acknowledges that information disclosed to it by the Customer during the course of this agreement may be confidential and accordingly Coretek undertakes that it will not disclose any information which is communicated to it by the Customer which is identified as confidential (unless it is already in the public domain) to any third party.
- 9.2 The Customer undertakes that it will not disclose any information which is communicated to it by Coretek which is identified as confidential (unless it is already in the public domain) to any third party.

## 10. Force Majeure

Coretek shall offer no liability to the Customer in respect of anything which, apart from this provision, may constitute breach of this agreement arising by reason of circumstances which are beyond the reasonable control of Coretek which shall include (but shall not be limited to) acts of God, fire, flood, explosion and industrial action.

## 11. Termination

- 11.1 Either party may by notice in writing to the other party terminate this Agreement if any of the following events shall occur:
- 11.1.1 if the other party is guilty of a serious breach of any term, condition or provision of this agreement which, in the case of a breach capable of remedy, has not been remedied within 21 days of a written request so to do;
  - 11.1.2 if the other party shall present a petition or have a petition presented by a creditor for its winding-up, or shall convene a meeting to pass a resolution for voluntary winding-up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation) shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts.
- 11.2 Early termination can only be effected, subject to the following conditions:
- 11.2.1 The basis on which the contract, agreement or provision of goods and/or services is deemed to be “sub-standard” or “not as described” as agreed by both parties in writing.
  - 11.2.2 At least 50% of the minimum term, specified in the Schedule, has passed.
  - 11.2.3 The full cancellation notice period is given, as per the table in the Schedule.
- 11.3 If termination is given by the Customer where less than 50% of the minimum term has elapsed, Coretek has the right to invoice the customer for at least 50% of the total contract value, to be paid by the customer within 30 days of invoice.
- 11.4 On termination under clause 11 above Coretek, will render an invoice for all unbilled time spent on the Work up to the date of termination and the Customer shall pay to Coretek all amounts outstanding for the Work.
- 11.5 Termination, howsoever or whenever occasioned, shall be subject to any rights and remedies which either party may have under this Agreement or in law

## 12. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this agreement nor prejudice that party's rights to take subsequent action.

## 13. Sub-contractors

Coretek may engage the services of third parties to provide assistance in connection with the services to be provided under this agreement.

#### 14. Indemnity

The Customer agrees to protect and save harmless and defend at its own expense Coretek from and against any and all claims of infringement of copyright and other intellectual property rights resulting from the modification or development of any software as a part of the Assignment.

#### 15. Notices

15.1 Notices under this Agreement shall be served in writing by pre-paid recorded delivery post to the following address:

Coretek Limited  
Unit 7 Gardeners Business Park  
Sherfield English Road  
Romsey  
SO51 6EJ

Customer: as per Schedule

15.2 A notice served by post shall be deemed to have been served two days after posting.

#### 16. Governing Law

This agreement shall be governed by and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction.

## EXAMPLE SCHEDULE

This schedule contains the details of an assignment to be undertaken by Coretek on behalf of the Customer. The terms of the contract between Coretek and the Customer are set out in Coretek's Professional Services & Software Development agreement.

**Customer Details**

Name :  
 Address :  
 Contact Name :

**Assignment** (clause 1.1)

**Commencement Date** (clause 1.2):

**Location** (clause 1.3):

**Fees** (clause 2.1):

**Minimum Term** (clause 2.2):

Minimum Term	Billing Period	Cancellation Notice

**Reporting Procedures** (clause 6):

Signed on behalf of Coretek by:  Name:  Position:  Date of signature	Signed on behalf of the Customer by:  Name:  Position:  Date of signature
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