

RS22 Limited: Conditions of Service

RS22 Ltd. Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

“Agreement” shall mean these Terms (entitled “RS22 Limited : Conditions of Service”), the Scope of Work, any document (including, but not limited to, email, FAX, text message, Instant Message) recording the client's unequivocal acceptance of the Scope of Work and any other documents or parts of other documents expressly referred to in any of the foregoing;

“Client” shall mean the party for whom the Services are being provided to or subcontracted to by RS22;

“Documents” shall mean all documents of any kind and includes network designs, sizing calculations, reports, bespoke configurations, specifications, Bills of Materials, letters, e-mails, faxes, memoranda, films and photographs, or any other form of record prepared or provided or received by, or on behalf of RS22 Limited, and whether in paper form or stored electronically or on disk, or otherwise;

“RS22” shall mean RS22 Limited who hold registered offices at 102/105 Lichfield Street, Tamworth, B79 7QB.

“Intellectual Property” includes all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person. Also referred to as IP.

“Parties” shall mean the client and RS22.

“Services” means the work and services relating to any contract to be fulfilled by RS22 pursuant to the Agreement and as set out in the Scope of Work and shall include any additions or amendments thereto made in accordance with these Terms;

“Terms” means these terms entitled “RS22 Limited Terms of Engagement”;

1.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.

1.3 Words importing persons or parties shall include firms, corporations and any organisation having legal capacity and vice versa, where the context requires; and words importing a particular gender include all genders.

1.4 The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement.

1.5 A reference to legislation includes that legislation as from time to time amended, re-enacted or substituted and any Orders in Council, orders, rules, regulations, schemes, warrants, by-laws, directives or codes of practice issued under any such legislation.

1.6 In the event of conflict between the documents forming part of the Agreement, the Scope of Works shall prevail, followed by the Terms.

2 APPOINTMENT

2.1 The client agrees to engage RS22 and RS22 agrees to provide the Services in accordance with the provisions of the Agreement.

3 OBLIGATIONS OF RS22

3.1 RS22 shall perform the Services using the reasonable standard of skill and care normally exercised by similar professional IT Security Professionals in performing similar services under similar conditions.

3.2 RS22 shall use all reasonable endeavours to perform the Services in accordance with all relevant legislation.

4 OBLIGATIONS OF THE CLIENT

4.1 Throughout the period of this Agreement the client shall afford to RS22 or procure the affording to RS22 of access to any site where access is required for the performance of the Services.

4.2 The client accepts responsibility for ensuring that RS22 is notified in writing of all special site conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all physical security services, cables, and restricted access areas. The client shall also inform RS22 in writing of any relevant operating procedures including any site safe operating procedures and any other regulations relevant to the carrying out of the Services. The client shall indemnify RS22 against all costs, claims, demands and expenses arising as a result of any non-disclosure in this respect, including but not limited to indemnification against any action brought by the owner of the third-party equipment, property or otherwise.

4.3 If the client discovers any conflict, defect or other fault in the information or designs provided by RS22 pursuant to the Agreement, he will advise RS22 in writing of such defect, conflict or other fault and RS22 shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant the conflicting, defective or in any other way faulty information or designs.

4.4 Whilst RS22 personnel are onsite at the client location, the client shall observe all relevant Health and Safety legislation as it pertains to RS22 personnel.

4.5 Whilst RS22 personnel are onsite at the client location, the client shall allow RS22 personnel reasonable breaks throughout the work time elapsed.

5 INTELLECTUAL PROPERTY

5.1 The copyright in all Intellectual Property (IP) prepared by or on behalf of RS22 in connection with the Project for delivery to the client shall remain vested in RS22 for the duration of the works, upon completion of the works and payment IP is passed to the end user with the following exceptions: -

5.1.1 Vendor Software and hardware

5.1.2 Works and configurations not specifically developed for the client

5.2 The client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Scope of Work. Such licence shall enable the client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any license to amend any drawing, design or other Intellectual Property produced by RS22.

5.3 Should the client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain the prior written consent of RS22. The giving of such consent shall be at the discretion of RS22 and shall be upon such terms as may be required by RS22. RS22 shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of RS22.

5.4 Ownership of any proposals submitted to the client that are not subsequently confirmed as part of the Services to be provided for the client remain with RS22 and such proposals must not be used as the basis for any future work undertaken by the client or a third party and no liability can be accepted howsoever arising from such proposals.

5.5 In the event of the client being in default of payment of any fees or other amounts due, RS22 may suspend further use of the licence on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts

6 TITLE

6.1 RS22 shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third party RS22 shall transfer only such title or rights as that party had and has transferred to RS22.

6.2 Title in the Documents shall remain with and shall not pass to the client until the amount due under the invoice(s) (including interest and costs) has been paid in full.

6.3 Until title passes, the client shall hold the Documents as bailee for RS22 and shall store or mark them so that they can at all times be identified as the property of RS22.

6.4 At any time before title passes (save and except where payment is not due), but only after prior consultation with the client, RS22 may without any liability to the client repossess and use or sell all or any of part of the Documents and by doing so terminate the right of the client to use, sell or otherwise deal in the Documents.

6.5 RS22 may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the client.

7 DAY RATES

7.1 RS22 may undertake Consultancy services on a per day basis.

7.2 RS22's standard working day is seven hours. Standard operating hours are 9am to 5pm, Monday to Friday, with an hour break for lunch. Working outside these hours will attract additional charges as laid out in our pricing table.

7.3 Travel time to customer site may be included as part of the RS22 standard working day.

7.4 Work contracted on a per day basis is undertaken against a Scope of Works which will be agreed and signed by the customer at the time of the order. This Scope of Works will detail the tasks to be performed and the sign off criteria by which completion can be determined.

7.5 Where RS22 is contracted on a per day basis, rates are per day or part thereof.

7.6 Work is deemed to be finished either at the end of the seven hour working day, or when the list of tasks to be performed is completed, whichever is the earlier, as directed by the Scope of Works document.

7.7 The above conditions are applicable whether working is carried out on customer site or from a remote location.

8 CONFIDENTIALITY

8.1 RS22 undertakes not to divulge or disclose to any third party without the written consent of the client information which is designated confidential by the client or which can reasonably be considered to be confidential and arises during the performance of the Services unless required to do so by law or necessary in the proper performance of its duties in relation to the Project, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.

8.2 Subject to the above, RS22 shall be permitted to use information related to the Services it provides in connection with the Project for the purposes of marketing its services and in proposals for work of a similar type.

9 THIRD PARTIES

9.1 The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the client without the prior written consent of RS22. The giving of such consent shall be at the discretion of RS22 and RS22 will only agree to an assignment on its terms and in return for payment of a fee by the client to RS22 to cover RS22's legal and other costs associated with any assignment.

9.2 The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

9.3 RS22 will consider and may consent to any request from the client for RS22 to enter a collateral warranty with a third party with regard to the Services provided under the Agreement. The giving of such consent shall be at the discretion of RS22 and RS22 will only enter a collateral warranty on its

terms and in return for payment of a fee by the client to RS22 to cover RS22's legal and other costs associated with any collateral warranty.

10 INSURANCE

10.1 RS22 warrants to the client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £500,000 (FIVE HUNDRED THOUSAND POUNDS) in the aggregate. This policy is annually renewable and whilst renewal is not automatic, RS22 agrees to use reasonable endeavours to maintain such insurance at all times.

10.2 If for any period such insurance is not available at commercially reasonable rates, RS22 shall forthwith inform the client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for RS22 to obtain.

11 LIMITATIONS ON LIABILITY

11.1 Unless otherwise agreed in writing, RS22's liability under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall be limited to and shall not exceed the lesser of either five million pounds in the aggregate or 10 times the total value of invoices issued to the client for consultancy work instructed under the Agreement.

11.2 No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against RS22 after the expiry of a period of six months from the date of the completion (or termination) of the Services under the Agreement.

11.3 RS22 shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by RS22 or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless RS22 has been advised in writing of the same by the client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

12 PAYMENT

12.1 Invoices for services rendered will be submitted for payment in accordance with the Standard Terms of Payment.

12.2 The due date for payment is the date of the invoice and the final date for payment is 30 days from the date of the invoice.

12.3 If the client disputes the amount included for payment in an invoice a written notice must be served on RS22 by the client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.

12.4 In the event of failure on the part of the client to pay any monies in accordance with the foregoing payment provisions, RS22 will be entitled to charge interest on any monies owed to it by

the client, such interest to be at a rate of 8% above the base rate of a clearing bank from time to time calculated from the final date for payment to the date of actual payment on a compound basis.

13 DELAY

13.1 RS22 will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising RS22 undertakes to complete the Services within a reasonable period, but will not be liable to the client for any delay as a result.

13.2 RS22 reserve the right to charge the Client for full or part payments in the case where services are postponed, cancelled or otherwise not able to be performed on the agreed dates. This includes, but is not limited to, On-Site consultancy work, Remote consultancy, Training services, pre-sales meetings, remote web presentation. The cancellations fees are detailed below.

- ☐ Work cancelled 1 working week (5 working days) or greater before start date – Zero fee
- ☐ Work cancelled 4 working days before the start date – 25% of total engagement fee
- ☐ Work cancelled 3 working days before the start date – 50% of total engagement fee
- ☐ Work cancelled 2 working days before the start date – 75% of total engagement fee
- ☐ Work cancelled 1 working day before the start date – 100% of the total engagement fee
- ☐ Work cancelled on the start date – 100% of the total engagement fee including travel costs.

Any non-refundable expenses (Hotels, train and flight costs or otherwise) will be charged at cost with receipts supplied where applicable.

14 TERMINATION

14.1 The Agreement may be determined by either party in the event of the other making a composition or arrangement with its creditors, becoming bankrupt, or being a company, making a proposal for a voluntary arrangement for a composition of debts, or has a provisional liquidator appointed, or has a winding-up order made, or passes a resolution for voluntary winding-up (except for the purposes of a bona fide scheme of amalgamation or reconstruction), or has an administrator or an administrative receiver appointed to the whole or any part of its assets. Notice of determination must be given to the party which is insolvent by the other party.

14.2 If for any reason the performance of the Services by RS22 is suspended for a period in excess of three calendar months then RS22 shall be entitled to determine its appointment in respect of the Services by seven days written notice to the client.

14.3 If the client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, RS22 may serve written notice on the client demanding payment within 14 days of such notice. If the client shall fail to comply with such notice, RS22 shall be entitled to terminate its employment under the Agreement forthwith.

14.4 Any determination of the appointment of RS22 howsoever caused shall be without prejudice to the right of RS22 to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which RS22 has started, but not completed.

14.5 Should the Client terminate the requirements for services payment may be required for details refer to section 12 subsection 2.

15 NOTICES

15.1 Any notice provided for in the Agreement shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post to the address of the relevant party as may have been notified by each party to the other or, in the absence of notification, to the address of RS22 set out above or to the registered address of the client.

15.2 Such notice shall be deemed to have been received on the day of delivery if delivered by hand or on the second working day after the day of posting if sent by first class post.

16 ENTIRE AGREEMENT

16.1 The Agreement constitutes the complete and entire agreement between the client and RS22 with respect to the Services and supersedes any prior oral and/or written warranties, terms, conditions, communications and representations, whether express or implied and any claim against RS22 in respect of the Services can only be made in contract under the provisions of the Agreement and not otherwise under the law or tort or otherwise.

16.2 No amendments, modifications or variation of the Agreement shall be valid unless made in writing and agreed to by both the client and RS22; such agreement must be recorded in writing by at least one of the Parties.

16.3 RS22 will not be bound by any standard or printed terms or conditions furnished by the client in any of its documents unless RS22 specifically states in writing separately from such documents that it intends such terms and conditions to apply.

17 DISPUTES AND GOVERNING LAW

17.1 The Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.

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