

Engagement Letter

Consultancy Services & Software

Version	Date	Action	Actioned By	Checked By	Approved By
v1	Dec 2012	Document Created	Laura Madders	Ian Chambers	Ian Chambers
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PRIVATE & CONFIDENTIAL

ENGAGEMENT LETTER

Client Name
Client Project Title

THIS CONTRACT is made on the **xxx** day of **month** **year**.

BETWEEN:

- (1) LINEA DIVISION** a group company of Linea Group Limited (Registered no **04985131**) whose registered office is at **The Technology Centre, Inward Way, Rossmore Business Park, Cheshire, CH65 3EN** ("Linea") and
- (2) COMPANY NAME** (registered no.**COMPANY NUMBER**) whose registered office is at **COMPANY ADDRESS** ("the Client")

BACKGROUND:

Recent discussions between Linea and the Client have concluded that the Client would like to engage/continue to engage Linea's services to support the delivery of a **software system** within the Client's organisation and transfer knowledge and best practice to the Client's team. These requirements are described in more detail below under the heading 'Scope of Services'.

Linea proposes to undertake the Services for the Client in accordance with the terms set out in this Engagement Letter, the Schedules attached to it, and subject to Linea's Standard Terms of Business.

Any work already performed at the Client's request in connection with this Engagement Letter before the date of acceptance of this Engagement Letter shall be governed by the terms hereof and all documents referred to within it.

1. SCOPE OF SERVICES

Linea shall provide the following Services:

Deliverable No.	Deliverables
1.1	
1.2	
1.3	
1.4	
1.5	
1.6	
1.7	
1.8	

2. TERM OF ENGAGEMENT

- 2.1 This engagement will commence on **dd month yr** (the “Commencement Date”) and end on **dd month yr** (the “Completion Date”) unless terminated earlier in accordance with clause 19 of the Standard Terms of Business.
- 2.2 The Client will ensure that all the necessary resources and documentation will be in place at the start of the engagement to enable Linea to commence its activities. Linea shall use all reasonable endeavours to meet this timetable subject to the Client meeting the obligations set out in section 4 below.

2. LINEA RESOURCES

Name	Role	Time Input (days)	Value to Team

Should the above consultant be unavailable, Linea shall provide suitable alternates in accordance with clause 2.3 of the Standard Terms of Business.

4. THE CLIENTS RESPONSIBILITIES

- 4.1 The Client’s responsibilities are set out in clauses 3 and 4 of the Standard Terms of Business. In addition the Client’s responsibilities shall also include:
 - 4.1.1 Appointment of a project sponsor and sign-off authority for the Deliverables.
 - 4.1.2 Appointment of a project manager with the appropriate technical expertise to assist in the delivery of the desired activities.
 - 4.1.3 Support from the relevant staff.
 - 4.1.4 Ownership of the implementation plan.
 - 4.1.5 Provision of information on existing metrics prior to the start of the engagement.
 - 4.1.6 Provision of any existing information documenting business processes (high level).
 - 4.1.7 Provision of the following facilities for the duration of the project:
 - Physical project office space including wall space.
 - Network access / broadband connection.
 - Printers (including A0 capability – not specifically on site)
 - Meeting rooms.

5. FEES

5.1 Linea's fees for this project will be £ plus VAT ("the Fees"), which breaks down as follows:

Procurement Fees

The Procurement Fees for the Software will be as follows:

Number	Description	Total Cost
Total		£0

Licence Fees

The Licence Fees for the Software will be as follows:

Number	Description	Total Cost
Total		£0

Consultancy Support

The Consultancy Support Fees for the Software will be as follows:

Level	Number of Consultants	Number Days Per Consultant	Total Man Days	Discount Rate	Total Cost
					£0
Total	0		0		£0

Linea's expenses for all work will be charged at £140 per engaged day/Cost on an as incurred basis/Paid directly by the client (in aggregate referred to as the "Expenses").

- 5.2 Linea shall render invoices on a fortnightly basis as time is incurred in respect of the Services. Invoices shall comprise the Fees plus any Third Party Costs, Expenses and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon.
- 5.3 Projects which require work to be completed outside of core business hours, subject to client authorisation will incur an additional premium, as follows:
- 5.3.1 Week Days (Monday evening 19:00 hrs –Friday morning 07:00 hrs) 50% of the project day rate
 - 5.3.2 Weekends (Friday evening 19:00 hrs – Monday morning 07:00 hrs) 100% of the project day rate
 - 5.3.3 Bank Holidays 100% of the project day rate

5.4 If Linea is unable to provide the Services or any part thereof because of delays or a failure by the Client to make information, resources or personnel available Linea may charge additional fees for any work performed outside Linea’s planned programme for carrying out the Services on the basis of its standard hourly rates in force when the relevant work is undertaken.

6 CONFIRMATION OF AGREEMENT

6.1 Please confirm your agreement to and acceptance of the terms of this Engagement Letter, the documents referred to in it and any attachments by signing and returning the enclosed copy to Contracts Department, Linea Group Limited, Linea Technology Centre, Rossmore Business Park, Inward Way, Cheshire, CH65 3EN or by emailing a signed PDF copy of this Engagement Letter to Contracts@lineagroup.co.uk.

7. ACCEPTANCE

7.1 I have read and understood the terms and conditions of this document and attachment[s] and I agree to adhere to and accept the terms of this Engagement Letter and the Standard Terms of Business, which shall hereafter together be referred to as the “Contract”.

AS WITNESS this Contract has been signed on behalf of each party by its duly authorised representatives the day and year first above written

SIGNED for and on behalf of

SIGNED for and on behalf of

_____ **A group company of Linea Group Limited**

_____ **The Client**

_____ **Authorised Signatory**

_____ **Authorised Signatory**

_____ **Signatory’s Name (Print)**

_____ **Signatory’s Name (Print)**

_____ **Company position**

_____ **Company position**

_____ **Date**

_____ **Date**

(For the avoidance of doubt the date stated on page 1 of this Engagement Letter shall be the date of the Contract notwithstanding the date of Signature of either Party).

SCHEDULE 1 - LICENCE AGREEMENT:

LINEA STANDARD TERMS OF BUSINESS FOR CONSULTANCY SERVICES AND SOFTWARE

The Client wishes to appoint Linea to deliver the Services set out in a letter from Linea to the Client ("the Engagement Letter") on the terms and conditions set out in these Standard Terms of Business, and the Engagement Letter and all documents referred to therein and these Standard Terms of Business shall constitute the Contract between the parties ("the Contract").

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise the following words and phrases, where they appear in capitalised form in the Contract shall have the meanings stated or referred to below :
- "Client"** means the person or persons detailed within the Engagement Letter;
- "Deliverables"** means the final version of an item or items of work which are to be delivered by Linea as set out in the Engagement Letter;
- "Linea"** means Linea Group Limited (Registered no 04985131) whose registered office is at 28 – 30 Grange Road West, Wirral, Merseyside, CH41 4DA or any subsidiary of Linea Group Limited;
- "Services"** means the services to be performed by Linea as set out in the Engagement Letter.
- "Documentation"** means any and all reports, user documentation, operating manuals, technical literature and any other documentation or other materials relating to the Software.
- "Intellectual Property Rights"** all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- "Licence Fee"** means the annual licence fee payable to Linea by the Client as set out in clause 6 and Schedule 2.
- "Procurement Fee"** means the one off initial procurement fee payable to Linea by the Client as set out in Schedule 2.
- 1.2 Unless the context requires otherwise:
- 1.2.1 Any reference in this Contract to any clause or schedule means that clause in or schedule to this Contract
- 1.2.2 the headings are included for convenience only and shall not affect the interpretation of this Contract;
- 1.2.3 Any term importing gender, includes any gender;
- 1.2.4 Any term importing the singular includes the plural and vice versa;
- 1.2.5 Any reference to a defined term shall be to a term defined herein or if not defined herein shall be deemed to be a reference to a term defined or described in the Engagement Letter or any documents attached thereto;
- 1.2.6 Any reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and
- 1.2.7 Any reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification.

- 1.2.8 "Group Company" means any subsidiary or holding company of Linea Group or of another subsidiary or holding company of Linea Group, as subsidiary and holding company are understood within section 1159, Companies Act 2006.
- 1.2.9 References to Linea and the Client include their permitted successors and assigns;
- 1.2.10 References to statutory provisions include those statutory provisions as amended or re-enacted
- 1.3 Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday that day shall be excluded unless stated differently in the Engagement Letter.
- 1.4 This Contract is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 1.5 This Contract shall be governed by and construed in accordance with the laws of England.
- 1.6 If any conflict appears between the terms of the Engagement Letter and these Standard Terms of Business the terms of the Engagement Letter shall prevail.
- 1.7 Any work already performed at the Client's request in connection with this Agreement before the date of this Agreement shall be governed by the terms hereof and all documents referred to within it.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of the Licence Fee, Linea hereby grants to the Client a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Agreement.
- 2.2 The Client may:
 - 2.3 Install and use the Software for the Client's internal business purposes only, either (as agreed between the parties):
 - 2.4 On one central processing unit ("CPU") if the Agreement is a single-user licence or the Software is for single use; or
 - 2.5 If the Agreement is a multi-user or network licence, for the number of concurrent users or for the class of users agreed between the Client and Linea;
 - 2.6 Request additional copies of the software to replace damaged copies.
 - 2.7 Back-up software in line with organisational IT policy purposes only;
 - 2.8 Receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by Linea from time to time;
- 2.8.1 Use any Documentation in support of the use permitted under clause 2 and make up to [2] copies of the Documentation as are reasonably necessary for its lawful use.

3. CLIENT'S UNDERTAKINGS

- 3.1 Except as expressly set out in this Agreement or as permitted by law, the Client undertakes:
 - 3.1.1 Not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - 3.1.2 Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
 - 3.1.3 Not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 3.1.4 Not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the

purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by the Client during such activities:

- 3.1.4.1 Is used only for the purpose of achieving inter-operability of the Software with another software program;
- 3.1.4.2 Is not disclosed or communicated without Linea's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
- 3.1.4.3 Is not used to create any software which is substantially similar to the Software;
- 3.1.5 To keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 3.1.6 To supervise and control use of the Software and ensure that the Software is used by the Client's employees and representatives in accordance with the terms of this Agreement. For the avoidance of doubt the Client shall remain liable for any breach of this Agreement by any individual employee or representative of the Client;
- 3.1.7 To include the copyright notice of Linea on all entire and partial copies of the Software in any form; and
- 3.1.8 Not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than the Client's employees without prior written consent from Linea.
- 3.2 The Client shall permit Linea and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that the Client is complying with the terms of this Agreement.

4. LINEA'S OBLIGATIONS

- 4.1 Linea shall provide the Services in accordance with this Contract and shall exercise reasonable skill, care and diligence in the performance of the Services.
- 4.2 Linea shall have due regard in the performance of the Services to the Client's budget and programme requirements for the Services. If Linea becomes aware of circumstances which may have an adverse effect on the costs to the Client or the timescale for delivery of the Services Linea shall inform the Client without delay.
- 4.3 Where individuals to be involved in delivering the Services are named in the Engagement Letter, Linea shall use reasonable endeavours to ensure that they are so involved. Linea may substitute those identified for others of equal or similar skills provided that the Client is notified prior to any such substitution. Linea will maintain access to its employees as may be required for Linea's internal business purposes.
- 4.4 Linea may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services Linea may supply oral, draft or interim advice or reports or presentations but in such circumstances Linea's written advice or Linea's final written report shall take precedence. No reliance shall be placed by the Client on any draft or interim advice or report or any draft or interim presentation. Where the Client wishes to rely on oral advice or on an oral presentation, the Client shall inform Linea and Linea shall supply documentary confirmation of the advice concerned.
- 4.5 Linea may carry out a programme of internal quality assurance reviews during the engagement, to ensure that the project has been structured in accordance with Linea's standards for delivery which will end with a close-out review. Linea reserves the right to require assistance from appropriate individuals within the Client's organisation to assist with any such reviews.

5. THE CLIENT'S OBLIGATIONS

- 5.1 The Client shall supply to Linea, without charge and in such time so as not to delay or disrupt the performance by Linea of the Services, all necessary and relevant data and information in the possession of the Client or which can be obtained by the Client, and Linea shall be entitled to rely on the accuracy and completeness of such data and information without the need independently to investigate or verify the same unless advised otherwise in writing by the Client.

- 5.2 The Client shall ensure that its decisions, instructions, consents or approvals on or to all matters properly referred to the Client shall be given in such reasonable time as not to delay or disrupt the performance by Linea of the Services in accordance with Linea's planned programme for carrying out the Services.
- 5.3 Where the Services are being performed at the Client's premises the Client shall provide Linea with reasonable facilities (including without limitation desks, access to telephone lines, analogue lines, fax, photocopying and printing and GRA VPN facilities) and shall ensure that all arrangements are made for access (including for the avoidance of any doubt to national and international networks as Linea may reasonably require), security procedures, virus checks, facilities, licences or consents as may be required (without cost to Linea). The Client accepts that Linea may use either the Client's network or dial up facilities to access Linea's own network and that the Client has assessed and accepts any associated risks which may arise.
- 5.4 If the Client has delayed in fulfilling its obligations under clause 5 and such delay results in disruption to the provision of Linea's Services, Linea shall be entitled to fair and reasonable additional remuneration therefore.
- 5.5 The Client acknowledges that any product supplied to it in any form or medium shall be supplied by Linea on the basis that it is for the Client's benefit and information only and that it shall not be copied, referred to or disclosed (save for the Client's own internal purposes) in whole or in part, without Linea's prior written consent. The Client may disclose in whole (but not in part) any product of the Services to its legal and other professional advisers for the purposes of seeking advice in relation to the Services, provided that the Client informs them that disclosure by them (save for their own internal purposes) is not permitted without Linea's prior written consent, and that to the fullest extent permitted by law Linea accepts no responsibility or liability to them in connection with the Services.
- 5.6 Notwithstanding Linea's duties and responsibilities in relation to the Services, the Client shall retain responsibility and accountability for determining the Client's use of and the extent of its reliance on Linea's advice or recommendations or any other product of the Services supplied by Linea and the delivery, achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by the Client.
- 5.7 The Client acknowledges that when its personnel are to work with Linea, the Client's failure to assign personnel who have skills commensurate with their role in connection with the Services could adversely affect Linea's ability to perform the Services.

6. PAYMENT

- 6.1 Linea shall render invoices in respect of the Services comprising the Fees and the Expenses as set out in the Engagement Letter plus any Third Party Costs, incidental expenses and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon (in aggregate referred to as "the Charges"). Linea shall be entitled to include within its first invoice for any part of the Charges incurred prior to the date of acceptance of the Engagement Letter.
- 6.2 In consideration of the delivery of the Services by Linea the Client shall pay Linea the Charges for the Services as set out in the Engagement Letter and according to the arrangements in respect of amounts and timings set out therein without any deduction whether by way of set-off, counterclaim or otherwise. Linea reserves the right to submit invoices to the Client fortnightly, unless otherwise specified in the Engagement Letter. The due date for payment in respect of each invoice shall be the date of issue of Linea's invoice and the final date for payment shall be 14 days from the date of Linea's invoice.
- 6.3 If any sum payable under this Contract is not paid by the final date for payment then, without prejudice to Linea's other rights under this Contract, that sum will bear simple interest from the final date for payment until payment is made in full, both before and after any judgment, at 8% per annum over the Bank of England base rate from time to time in force. In addition such sum may be referred to debt recovery agents, and will be subject to a surcharge of 20%. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Client and will be legally enforceable. The parties agree that this clause 6.3 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 6.4 If the Client is in breach of its obligations as to payment under clause 6.2, Linea reserves the right, without prejudice to its other rights and remedies under this Contract or otherwise in law, to suspend or terminate the

Services forthwith upon giving written notice to the Client and to withhold delivery of any documents and reports that it is required to deliver to the Client as part of the Services until all outstanding payments have been made in full. Linea further reserves the right to require additional sums to be paid by the Client in advance, on account of future payments, prior to the resumption of the provision of the Services.

- 6.5 Linea reserves the right to charge the Client additional fees and for any extra costs Linea may incur as a result of any failure by the Client to comply with the Client's obligations under this Contract at the contract rates in force at the time that such additional fees and costs are incurred. To the extent that the Client's failure to perform its obligations interferes with Linea's ability to perform the Services, all milestone dates, if any, shall be accordingly adjusted and, for fixed fee engagements, additional Services provided by Linea attributable to such failures by the Client, shall be invoiced at the contract rates in force at the time of performance of the additional Services.
- 6.6 If any part of any invoice submitted by Linea is contested by the Client, payment shall be made in full of the uncontested part of such invoice with a 60% payment on account of the contested part.
- 6.7 If for any reason the Client fails to deliver to Linea a signed acceptance of the Engagement Letter but nevertheless continues to require Linea to carry out the Services or any part of them and Linea duly complies with such requirement the terms of the Engagement Letter including these Standard Terms of Business shall nevertheless be deemed to apply to such of the Services as Linea performs and no other terms or conditions proposed or countered by the Client shall apply save only as may have been accepted in writing by Linea.
- 6.8 If the Client requests Linea to provide services beyond the scope of the Services set out in this Contract, Linea may charge additional fees for that work. Linea shall not start such additional work without agreeing the level of the additional fees with the Client.
- 6.9 Linea reserves the right to charge the Client additional fees and for any extra costs Linea may incur as a result of any failure by the Client to comply with the Client's obligations under this Contract at the contract rates in force at the time that such additional fees and costs are incurred.
- 6.10 If any part of any invoice submitted by Linea is contested by the Client, payment shall be made in full of the uncontested part of such invoice with a reasonable payment on account of the contested part.
- 6.11 Contract rates are subject to Inflationary price uplift from the 1st January each year. Rate uplift is based on Annual Retail Price Index (RPI). The RPI rate used will be based on the annual figure released by the National Office for Statistics, for the previous year and will be applied to the contract rates for the next year. Further information regarding RPI can be found by clicking on the following link: www.statistics.gov.uk.
- 6.12 The Licence Fee may be subject to annual review (limited to the increased percentage in the Retail Prices Index or its equivalent) upon 30 days' prior written notice from Linea.

7. VARIATION OF THE SERVICES

- 7.1 Any discussion regarding the terms and duration of this contract should be directed in writing to contracts@lineagroup.co.uk. For the removal of doubt consultants delivering the project are not authorised to suggest, discuss or approve any material changes to the project or the contract.
- 7.2 Either Linea or the Client may request a change to the Services by way of variation, addition, omission, substitution or modification and following any such request Linea shall inform the Client of the effect on the Charges and/or the timing of the Services that will result from such change.
- 7.3 Neither party shall be bound by any change requested until such change has been accepted in writing by both parties (the "Change Notice"). If, at the Client's request Linea is required to prepare a Change Notice the reasonable cost of scoping and preparing such Change Notice may be added to Linea's Charges.
- 7.4 If the Fee set out in the Engagement Letter is a fixed fee any additional Services resulting from a change will be invoiced as set out in the Change Notice, or in the absence of this, on a time and materials basis at the contract rates in force at the time of performance of the additional Services.

- 7.5 In the event that any Change Notice is not agreed, the Services shall continue to be provided as if such Change had not been proposed.
- 7.6 Either Linea or the Client may request a change to the Software by way of variation, addition, omission, substitution or modification and following any such request Linea shall inform the Client of the effect on the Licence Fee and/or Procurement Fee and/or the timing for delivery of the Software that will result from such change.

8. THIRD PARTY GOODS OR SERVICES

- 8.1 If Linea considers it necessary in order to perform the Services to purchase, lease, sub-contract or otherwise procure specialist or bespoke equipment, software, sub-contractors or other goods and services from third parties that are to be used solely for the purposes of the Services or to be incorporated into a Deliverable ("Third Party Goods or Services") it shall so notify the Client and shall advise the Client of any additional cost to be added to the Charges as a result of such purchase, lease, sub-contract or other procurement ("the Third Party Costs"). Linea shall not enter into any agreement for the procurement of any Third Party Goods or Services without the Client's prior written consent and agreement to such Third Party Costs.
- 8.2 If the Client does not consent to the procurement of any Third Party Goods or Services by Linea or does not agree to any Third Party Costs the relevant Service or Deliverable shall be omitted from the Services and such omission shall be a variation in accordance with Clause 7.
- 8.3 Where the Client does consent to the procurement of any Third Party Goods or Services by Linea and agrees to the Third Party Costs the Third Party Costs shall be included in the next invoice submitted by Linea following such cost being incurred by Linea.

9. ACCEPTANCE

- 9.1 Where any Deliverable/item of software is stated in the Engagement Letter as to be subject to acceptance testing the Client may conduct tests to verify whether the Deliverable/software substantially conforms to the applicable specifications or requirements (if any) as set out in the Engagement Letter and Linea will cooperate and assist with such testing as required. Any such testing shall be carried out within ten (10) days of the relevant Deliverable being supplied or such other period as agreed between the parties (the "Acceptance Period").
- 9.2 If any test carried out under clause 9.1 reveals any material non-conformity with the specifications or requirements for a Deliverable and the Client informs Linea of the same in writing within the applicable Acceptance Period, Linea shall use reasonable efforts to correct such non-conformities and shall notify the Client when the corrections are complete and the Client shall have a further ten (10) days to carry out any acceptance testing in respect of that Deliverable in accordance with clause 9.1.
- 9.3 If the Client does not notify Linea of any material non-conformities within the Acceptance Period or if the Client uses the Deliverables in an operational environment or otherwise in connection with the Client's conduct of its business, the Client shall be deemed to have accepted the Deliverables. To the extent that any Deliverables are or have been accepted by the Client pursuant to the terms of this Contract at any stage during the provision of the Services, such Deliverables shall be deemed accepted by the Client and Linea shall be entitled to rely on such approval for purposes of all subsequent stages of Linea's performance hereunder.
- 9.4 Should Linea fail to use reasonable efforts to correct any material non-conformity within thirty (30) working days, or other agreed time, of receiving written notice of it under clause 9.1 the Client may terminate Linea's engagement in respect of the non-conforming Deliverable upon written notice. Linea's maximum liability to the Client for failing to use reasonable efforts to correct such non-conformity shall be to refund the part of the Fees and Expenses paid by Client to Linea in respect of the non-conforming Deliverable or such portion of the Deliverable as is non-conforming.

10. CONFIDENTIALITY

- 10.1 "Confidential Information" means any and all data and information, in written, oral or other form and whether or not marked as confidential, relating to the business or management of either of Linea or the Client, but excluding any information which is or comes into the public domain otherwise than by disclosure or default by the recipient,

or which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it, or which was already known to the recipient, as evidenced by written record pre-dating such disclosure.

- 10.2 Both Linea and the Client shall respectively hold the Confidential Information of the other in trust and confidence for and on behalf of the other and shall not, except as expressly authorised in writing, use or copy or disclose to any third party any Confidential Information of the other party. Both Linea and the Client shall take appropriate action to ensure that its directors, officers, employees, agents and sub-contractors are required to keep confidential all Confidential Information which is disclosed to or comes into the possession of any of them.
- 10.3 The Client shall not quote Linea's name or reproduce Linea's logo in any form or medium without Linea's prior written consent.
- 10.4 Notwithstanding clauses 10.1 and 10.2 Linea may disclose that it has been engaged by the Client and the nature of the Services for the purposes of marketing or publicising or selling Linea's services.

11. INTELLECTUAL PROPERTY

- 11.1 Subject to the following provisions, copyright and registered and unregistered design right in all Deliverables and all drawings, details, plans and other documents of any nature whatsoever and any designs contained in them which have been or are hereafter provided by Linea in the course of performing its obligations under this Contract ("Intellectual Property") will remain vested in Linea.
- 11.2 In respect of all Deliverables that are not stated in the Engagement Letter as being subject to an annual licence fee, Linea shall grant the Client upon full and final payment of the Charges an irrevocable royalty free, worldwide, non-assignable, perpetual non-exclusive, non-sub-licensable licence to use the Intellectual Property for the purpose of this Contract save that where any Intellectual Property is incorporated into a Deliverable such licence shall be limited to use of the Intellectual Property solely as part of the Deliverable.
- 11.3 The Client shall not disclose, provide access to, sub-license, disassemble, decompile, reverse engineer, modify or transfer any Deliverable or Intellectual Property to a subsidiary, affiliate or other third party without Linea's prior written consent.
- 11.4 To the extent that any third party-owned materials are incorporated into the Deliverables, Linea shall use its reasonable endeavours to procure the grant to the Client, upon full and final payment of the Charges, of a royalty free, non-exclusive licence to use such third party-owned materials solely as part of the Deliverables, solely to the extent necessary to benefit from the licence to use the Deliverables granted in clause 11.3 above.
- 11.5 Linea will not be liable for any use the Client may make of the Documents for any purposes other than that for which they were originally provided by Linea.
- 11.6 The Client acknowledges that Linea provides consulting and development services to other clients, and agrees that nothing in this Contract shall be deemed or construed to prevent Linea from carrying on such business. In particular The Client agrees that, notwithstanding anything to the contrary in this Contract Linea shall have the right to retain a copy of each of the Deliverables in the form as provided to the Client or by way of electronic copy for Linea's records.
- 11.7 The Client acknowledges that all Intellectual Property Rights in the Software and the Documentation belong to Linea, that rights in the Software are licensed (not sold) to the Client, and that the Client has no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Agreement.
- 11.8 The Client acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.

12. LINEA'S LIABILITY

- 12.1 The Client acknowledges that it is the Client's responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet the Client's requirements.

- 12.2 The Client acknowledges that the Software may not be free of bugs or errors and the Client agree that the existence of any minor errors shall not constitute a breach of this Agreement.
- 12.3 If, within 30 days of receipt of the Software the Client notifies Linea in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from the Client having amended the Software or used it in contravention of the terms of this Agreement, Linea will, at its sole option, repair or replace the Software, provided that the Client make available all information that may be necessary to assist Linea in resolving the defect or fault, including sufficient information to enable Linea to recreate the defect or fault.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 This Agreement is binding on the Client and Linea and on their respective successors and assigns.
- 13.2 The Client may not transfer, assign, charge or otherwise dispose of this Agreement, or any of the Client's rights or obligations arising under it, without Linea's prior written consent.
- 13.3 Linea may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of his rights or obligations arising under it, at any time during the term of the Agreement.

14. DATA PROTECTION

- 14.1 Each party shall comply with the provisions of the Data Protection Act 1998 (and any subsequent amendment or re-enactment) ("the Act"), which definitions and interpretations shall apply to this clause. Where necessary to enable Linea to deliver the Services, Linea shall have the Client's authority to process personal data on the Client's behalf in accordance with this clause. Linea shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data and shall act only on the Client's instructions and shall comply at all times with the seventh principle in Part 1 of Schedule 1 to the Act as if applicable to Linea directly.
- 14.2 The Parties will comply with the Data Protection Legislation and agree that the Client is the Controller and Linea is the Processor.
- 14.3 Linea will assist the Client with the preparation of any Data Protection Impact Assessments required by the Data Protection Legislation before commencing any Processing (including provision of detailed information and assessments in relation to Processing operations, risks and measures) and will notify the Client immediately if it considers that the Client's instructions infringe the Data Protection Legislation.
- 14.4 Linea have in place Protective Measures (details of which can be provided on request) to guard against a Data Loss Event, which takes into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 14.5 Linea will ensure that its Staff only process Personal Data in accordance with this Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they: i) are aware of and comply with Linea's obligations under this Clause; ii) are subject to appropriate confidentiality undertakings with Linea iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Client or in accordance with this Call-Off Contract iv) are given training in the use, protection and handling of Personal Data.
- 14.6 Linea will not transfer Personal Data outside of the European Union unless the prior written consent of the Client has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 14.7 Linea will delete or return Client's Personal Data (including copies) if requested in writing by the Client at the End or Expiry of this Contract, unless required to retain the Personal Data by Law.
- 14.8 Linea will notify the Client without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Client with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Client

- 14.9 Linea will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where Linea employs fewer than 250 staff, unless: i) the Client determines that the Processing is not occasional; ii) the Client determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and iii) the Client determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.10 Before allowing any Sub-processor to Process any Personal Data related to this Contract, Linea must: i. notify the Client in writing of the proposed Sub-processor(s) and obtain its written consent; ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause such that they apply to the Sub-processor(s); and iii. inform the Client of any additions to, or replacements of the notified Sub-processors and the Client shall either i) provide its written consent or ii) object. 33.10 The Client may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 Neither party shall have the right to assign the benefit (or transfer the burden) of this Contract without the written consent of the other party, save that Linea may assign the benefit and transfer the burden of the Contract to any subsidiary or holding company as defined by Section 736 of the Companies Act 1985 (as amended).
- 15.2 Linea shall be entitled to appoint sub-contractors to assist Linea in delivering the Services but Linea shall remain wholly responsible for carrying out and completing the Services in all respects notwithstanding any sub-contracting.

16. WARRANTIES

- 16.1 Linea warrants that it has full capacity and authority and has taken all steps and obtained all approvals to enable it lawfully to enter into and to perform each of its obligations under this Contract.
- 16.2 Save as expressly set out in this Contract Linea disclaims all other warranties, either express or implied to the extent permitted by law, including without limitation, warranties of merchantability, non-infringement, interoperability and fitness for a particular purpose.

17. LIMITATIONS OF LIABILITY

- 17.1 Any advice, opinion, statement of expectation, forecast or recommendation supplied by Linea as part of the Services shall not amount to any form of guarantee that Linea has determined or predicted future events or circumstances.
- 17.2 Linea's aggregate liability to the Client for all events arising under or in connection with this Contract shall not exceed the amount specified in the Engagement Letter or if no amount is specified therein, the value of the Fees payable under the Engagement Letter or, in respect of damage to property arising in connection with this Contract one million pounds (£1,000,000.00), whichever is the lower.
- 17.3 Linea shall not be liable to the Client, whether in contract, tort (including negligence and breach of duty, statutory or otherwise) or otherwise at law, for any loss of use, profits, contracts, production, revenue or for business interruption or for any consequential or indirect loss or damage of whatsoever nature and howsoever arising.
- 17.4 Failure by either party to exercise or enforce any rights available to it under this Contract shall not amount to a waiver of any rights available to either party.

18. FORCE MAJEURE

- 18.1 Neither Linea nor the Client shall be in breach of its contractual obligations nor shall incur any liability to the other if Linea or the Client is unable to comply with this Contract, other than in relation to any obligations to make payment under clause 6 above, as a result of any unforeseeable occurrence beyond either party's reasonable control. In the event of any such occurrence the party so affected shall be obliged to notify the other as soon as reasonably practicable and that other party shall have the option of suspending the operation of the Contract for

the duration of the unforeseeable occurrence, or terminating the operation of the Contract on notice taking effect immediately on delivery. In the event of termination or suspension of the Contract under this clause, the Client shall pay to Linea all Fees and Expenses in respect of such Services undertaken by Linea up until the date of such suspension or termination plus VAT thereon (where appropriate) together with any incidental expenses and agreed Committed Costs in accordance with clause 19.

19. TERMINATION

- 19.1 This Contract may be terminated at any time by mutual agreement subject to thirty (30) working days' prior notice in writing. Termination under this clause shall be without prejudice to any rights that may have accrued before termination and all sums due to Linea shall become payable in full when termination takes effect.
- 19.2 Linea may terminate this Agreement immediately by written notice to the Client at any time if the Client commits a material or persistent breach of this Agreement which the Client fail to remedy (if remediable) within 14 days after the service on the Client of written notice requiring the Client to do so.
- 19.2.1 The Client must immediately delete or remove the Software from all computer equipment in the Client's ownership or lease and immediately destroy or return to Linea (at Linea's option) all copies of the Software then in the Client's possession, custody or control and, in the case of destruction, certify to Linea that the Client has done so.
- 19.3 In the event that the Contract is terminated in accordance with clause 19.1, the Client shall pay to Linea all Fees and Expenses in respect of such Services undertaken by Linea up until the end of that 30 working day notice period plus VAT thereon (where appropriate) together with any incidental expenses and Committed Costs. The Fees for work done shall in this event be calculated by reference to the contract rates in force at the time of performance of the Services. In the event of termination the Client shall remain liable to Linea pursuant to this clause 19 for all sums which it would otherwise have been liable to pay, provided always that this shall not affect Linea's common law rights accruing in respect of such failure by the Client to give proper notice to terminate.
- 19.4 In the event of termination in accordance with clause 19.1 the Client agrees that it will meet any cost incurred by Linea in respect of any purchase, lease, sub-contract or other procurement in respect of any Third Party Goods or Services ("Committed Costs") to the extent that the same has not been included in a previous invoice submitted in accordance with clause 6.1 provided always that Linea shall provide to the Client documentary evidence that such costs have in fact been incurred or are to be incurred by Linea and further provided that Linea shall use its reasonable endeavours to terminate any contract lease or other agreement with any third party in respect of Third Party Goods or Services or to sell, sub-let re-allocate or otherwise dispose of such Third Party Goods or Services so as to mitigate the Committed Costs.
- 19.5 The obligation to pay in accordance with clauses 19.2 and 19.3 shall remain notwithstanding that Linea may cease to perform the Services following notification under clause 19.1 but prior to termination of this Contract taking effect if instructed to do so by the Client or otherwise prevented or obstructed from performing the Services by the Client.
- 19.6 Clauses 4.4, 4.5, 5.5, 5.6, 6, 9, 10, 14, 16, 17, 20, 22 and 24 shall survive expiry or termination of the Contract.

20. NON SOLICITATION

- 20.1 The Client shall not, directly or indirectly, solicit the employment of any of Linea's directors, employees or contractors, as the case may be, involved in performing the Services while the Services are being performed or for a period of 24 months following their completion or following termination of the Contract, without Linea's prior written consent. This prohibition shall not prevent the Client at any time from running recruitment advertising campaigns, but shall prevent the Client from offering employment to any of Linea's directors, employees or contractors, as the case may be, who may respond to any such campaign before a 24 month period has elapsed, without Linea's prior written consent.

21. ENTIRE AGREEMENT

- 21.1 The Contract sets out the entire agreement and understanding between the parties in connection with the Services/software. Any modifications or variations to the Contract must be in writing and signed by an authorised representative of each of party.

22. DISPUTE RESOLUTION

- 22.1 The parties will endeavour to settle any matters which are the subject of any dispute between them promptly through good faith negotiations between Linea's Engagement Manager and the Client's designated representative involved in the day-to-day operational management of the Services. In the event these individuals cannot settle the dispute, either party may elect to escalate the matter to a Linea Group Director and the Client's equivalent designated representative, and in the event that these individuals cannot settle the dispute the matter shall be escalated to the Managing Director / CEOs or their designated representative.
- 22.2 Notwithstanding clause 22.1 the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

23. COMMUNICATIONS

- 23.1 Either party may communicate with the other party by electronic mail. Each party accepts the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and shall perform appropriate virus checks.
- 23.2 Any notice delivered under the Contract shall be in writing and delivered by pre-paid first class post (or pre-paid overseas equivalent) to or left at the recipient's address appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived on the second working day following the date of posting when posted from and to addresses in the UK and on the tenth working day following the date of posting when posted from or to addresses overseas.

24. SEVERABILITY

- 24.1 Each clause or term of the Contract constitutes a separate and independent provision. If any of the provisions of the Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.