

Standard Terms & Conditions

1 Parties and Application. These terms and conditions (“terms”) cover all consulting services, advice, manufactured product and other deliverables (collectively, the “services”) provided by “A Squared Technologies Ltd” entity identified below or any of its affiliates “A Squared Technologies”, “we”, “our” or “us”) to the entity identified below or any of its affiliates (“you” or “your”).

The scope of our services for each project (the “statement of work”) will be agreed by you and us in written communications and shall, unless provided otherwise, incorporate these terms.

2 Fees. Unless otherwise specified, our fees will be calculated by reference to any agreed assumptions, the time spent on, the importance, complexity and urgency of each project. Any fees or rates quoted or estimated are exclusive of any applicable sales, or similar taxes. Expenses are charged in addition.

Unless otherwise agreed in writing, invoices will be submitted for the services provided and expenses incurred at the end of each following month. Invoices are payable within 30 days of receipt. In the event that invoices are not paid within that time we reserve the right to charge a late payment fee of 1.0% above Bank of England base rate of each month payments are outstanding.

3 Our Responsibilities. We shall provide the services in a professional manner with reasonable skill and care. We will assign the team members of our staff with adequate training and experience to perform the tasks assigned to them. We will use reasonable endeavours to meet any timetable that we may agree with you. The work product we deliver to you in connection with the performance of the services will not infringe any intellectual property right of any third party.

4 Your Responsibilities. You will provide us in a timely manner with the documentation, information, access to your personnel and cooperation we reasonably require to provide the services. Any delay or failure to provide materials, information or cooperation may result in a revision to any agreed timetable and/or, if we need to do additional work as a result, in additional fees being charged. We will rely on the documentation and information provided to us by you or your representatives and do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final work product and not on any drafts or oral statements made by us in the course of the services.

5 Intellectual Property Rights and Work Product. You shall retain ownership of all original data and materials, and the intellectual property rights in that data, provided to us by you or your representatives. We shall retain the intellectual property rights in such work product, and the skills, know-how and methodologies used or acquired by us during the course of providing any services.

6 Confidentiality and Data Privacy. Each party shall protect all confidential information which the other party provides to it (whether orally, in writing or in any other form) using the same standards as the recipient applies to its own comparable confidential information, but in no event less than reasonable measures.

7 Limitation of Liability.

If our services do not conform to the requirements agreed between the parties please notify us promptly and we shall re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such services.

The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of our services or otherwise under a statement of work.

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8 Third Parties.

Any person who is not party to the contract shall not have any rights to enforce the terms. In addition, we accept no responsibility for any consequences arising from any third party relying on our products or services.

9 Termination. Either party may terminate a project, order or statement of works on 30 days' written notice to the other party. We shall be entitled to be paid for services rendered up to the date of any such termination for costs and expenses incurred in the procurement of any components or third-party services to satisfy such project, order or statement of works.

10 Miscellaneous. In respect of each project, these terms, together with the applicable statement of work, set out the complete and exclusive statement of agreement and understanding between you and us, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of the statement of work in question. Any modifications of or amendments to these terms or a statement of work or a change to the services must be in writing and agreed by the parties. Should any provisions of these terms or any provisions in a statement of work be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist us in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services to you, we will remain responsible for the provision of the services to you. Neither we (and/or our related persons) nor you shall have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other shall be unlimited) made by either party or on its behalf to the other party which is not contained in these terms or the applicable statement of work and each party agrees that neither has entered into these terms, or will enter into a statement of work, in reliance on any representation by the other not contained in these terms or the applicable statement of work.

11 Force Majeure

A Squared Technologies Ltd shall have no liability to you under the statement of works if it is prevented from or delayed in performing its obligations under the statement of works by any circumstances beyond the our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of ours or any other party), failure of a utility service or transport network, act of God, war, riot, act of terrorism civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

12 Entire Agreement

This document sets out all of the terms which the parties have agreed in relation to the engagement of services and supersedes all prior agreements (whether written or verbally) and understandings between the parties relating to such services.

13 Dispute Resolution and Governing Law. A Squared Technologies Ltd and you agree to work in good faith to resolve any disputes arising out of or in connection with these terms or any statement of work. If a dispute cannot be resolved it shall be submitted to non-binding mediation in accordance with the independent model mediation procedure before either party pursues other remedies hereunder. The arrangements between us (and all non-contractual relationships arising out of or related to them) shall be governed by and subject to English law and, subject to the dispute resolution provisions set out above, each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.