



# WeGetGEO Limited

## Standard Terms and Conditions

The headings used in this Agreement are for ease of reference only and shall have no bearing on the legal construction or enforceability of this Agreement.

### A. DEFINITIONS

1. **"WeGetGEO"** is WeGetGEO Limited, registered in England under company number 8615039 whose registered address is The Post House, Kitsmead Lane, Longcross, Chertsey, Surrey KT16 0EG.
2. **"Agreement"** is these Standard Terms and Conditions, the proposal/quotation received by the Customer from WeGetGEO and the Order.
3. **"Order"** is the Customer's order as accepted by WeGetGEO incorporating the relevant elements of the corresponding WeGetGEO quotation/proposal.
4. **"Customer"** is the customer so named in the Order.
5. **"Expenses"** are expenses incurred by WeGetGEO in the performance of the Agreement.
6. **"Proposal"** means a proposal or quotation provided by WeGetGEO to the Customer and for the avoidance of doubt includes these Standard Terms and Conditions unless expressly agreed in writing and signed between WeGetGEO and the Customer. The Proposal will contain a description/specification of the work to be undertaken, the fee for undertaking the scope of work, key assumptions and dependencies and confirmation that WeGetGEO Standard Terms and Conditions apply. Where Third Party terms and conditions apply, these will be highlighted and made available on request
7. **"Customer Data and Equipment"** is all data, information, computing hardware and documentation belonging to the Customer or its licensors to which WeGetGEO is granted access and provided a license to use for the purposes of this Agreement.
8. **"End-User"** means the end-user of the Deliverables procured by the Customer from WeGetGEO in accordance with this Agreement.
9. **"Deliverables"** is those items prepared by or on behalf of WeGetGEO for the Customer as per the Proposal
10. **Intellectual Property Rights** are all existing and future rights in inventions, patents, copyrights, design rights, semiconductor topography and chip design rights, trademarks and trade names, databases rights, domain names, service marks, trade secrets, knowhow and other intellectual property rights (whether registered or unregistered) and all applications and registrations for any extensions and renewals of such rights or any of them, anywhere in the world.

### 1. PERFORMING THE AGREEMENT

- 1.1 WeGetGEO agrees to the Deliverables as set out in WeGetGEO's Proposal subject to the terms and conditions of this Agreement and Customer agrees to pay WeGetGEO for the Deliverables at the rates or such fees as set out in the Proposal.
- 1.2 The Customer shall provide full co-operation and such assistance as is reasonably needed by WeGetGEO in performance of the Agreement and provide all reasonable support to WeGetGEO such that it can complete its agreed scope of work. This will include, but not limited to, provide WeGetGEO with access to authorised and competent personnel, computer systems, software and premises, within normal business hours. The Customer will ensure that Deliverables are utilised in accordance with the terms under which they were procured, and ensure that the Customer complies with all health and safety laws and regulations, to enable WeGetGEO to supply the Deliverables.



The Customer shall arrange all necessary licences required by WeGetGEO to complete the Deliverables.

- 1.3 The Customer will nominate one point of contact for this Agreement with WeGetGEO.
- 1.4 Any delivery dates contained in the Proposal or expressed elsewhere are estimates only and WeGetGEO shall not be liable for any loss, cost, expenses or damages suffered by the Customer or a third party howsoever arising whether directly or indirectly from the failure of WeGetGEO to comply with a particular date.
- 1.5 WeGetGEO and the Customer agree that each new proposal represents a new Agreement and is subject to WeGetGEO's standard terms and conditions at the time of the Customer placing the order, unless agreed otherwise in writing by both WeGetGEO and the Customer.

## **2. PAYMENT**

- 2.1 WeGetGEO will be paid as incurred on a monthly basis then on, or as soon as practicable after, the first day of each calendar month WeGetGEO shall submit its invoice to the Customer for the Deliverables performed under this Agreement in the preceding calendar month calculated in accordance with the rates or such fees as set out in attached Proposal.
- 2.2 Where the Customer and WeGetGEO have agreed that payments be made other than on a monthly basis, WeGetGEO shall submit its invoice at such times, and calculated in accordance with the rates or such fees, as set out in the Proposal.
- 2.3 WeGetGEO's invoices shall be payable by the Customer within 30 (thirty) days of presentation and payment shall be made in full, without deduction or retention, and unless otherwise agreed, in Pounds Sterling. A charge of 8% per annum above the Bank of England base rate will be payable on the outstanding amount for each month, or part thereof, on late payments by the Customer of undisputed portions of invoices or disputed portions subsequently found to be correct. Such charge shall be calculated from day following the due date contained on WeGetGEO's invoice to the date of actual receipt of payment.
- 2.4 New customers may be subject to a credit check. If the credit check is satisfactory, 2.3 shall apply. Otherwise, the Customer must provide payment before WeGetGEO will provision of any Deliverables.
- 2.4 Where the Customer has failed to make a payment when due (save in respect of sums which are subject to a bona fide and genuine dispute) WeGetGEO reserves the right to withhold any further Deliverables hereunder until payment is made without prejudice to its other rights. Where title in any Deliverables (including software media) is expressly agreed in writing to pass to the Customer, it shall only do so upon full payment of all charges/fees and subject to the Customer complying in all material respects with this Agreement.

## **3. INTELLECTUAL PROPERTY**

- 3.1 This Agreement will not operate to transfer any Intellectual Property Rights owned by WeGetGEO and/or any third parties to the Customer.
- 3.2 The Intellectual Property Rights in any Deliverables and any other items provided to the Customer pursuant to this Agreement shall be and remain the property of WeGetGEO and/or its licensors, save that, on full payment by the Customer, the Customer is granted a non-exclusive and non-transferable licence to use the Deliverables for its internal business use only or for the sole purpose of providing



the Deliverables to an End-User, for use by such End-User for its internal business use only, subject to any third party licence terms.

- 3.3 Subject to 3.2, the Customer shall not be entitled to sell, rent, sublicense, lend, assign, timeshare, allow third party access to, reproduce, modify, adapt, translate, create derivative works, reverse engineer, disassemble or otherwise derive source code from or otherwise use the Intellectual Property Rights of WeGetGEO.

#### **4. CONFIDENTIAL INFORMATION**

WeGetGEO shall keep confidential and shall not during the subsistence of this Agreement or at any time thereafter for a period of 3 (three) years publish or disclose to any third party, any information as to the business of the Customer or any of its clients which shall come or have come to the knowledge of WeGetGEO in the course of performing the Agreement provided that this restriction shall not apply to any information which:

- (a) is, at the time of receipt by WeGetGEO, in the public domain or thereafter becomes part of the public domain other than in consequence of a breach of the obligations in this Clause 4 by WeGetGEO; or
- (b) was in the possession of WeGetGEO, and at its free disposal, prior to the date hereof; or
- (c) was lawfully obtained by WeGetGEO from a third party who, to the best of WeGetGEO's knowledge, was under no obligation of confidentiality to the Customer in respect thereof; or
- (d) the Customer has approved the release of, by written authorisation.

In return the Customer shall keep confidential and shall not during the subsistence of this Agreement or at any time thereafter for a period of 3 (three) years publish or disclose to any third party, any information as to the business of WeGetGEO which shall come or have come to the knowledge of the Customer in the course of WeGetGEO performing the Services without WeGetGEO's written permission.

#### **5. APPLICABLE LAWS & STATUTES**

WeGetGEO acknowledge that the performance of the Agreement shall be governed by all laws, statutes, statutory instruments, bye-laws and other regulations of any local or other statutory/government authority or public body having jurisdiction.

#### **6. ASSIGNMENT**

Either party may assign or transfer this Agreement to a third party with the written consent of the other party and that consent will not be unreasonably withheld or delayed. Other than as specifically detailed within the Agreement, no provision of this Agreement is enforceable by, or intended to benefit, any other person who is not a party to the Agreement

#### **7. FORCE MAJEURE**

- 7.1 The Customer and WeGetGEO shall be temporarily relieved from their performance of this Agreement by reason of an occurrence of force majeure which shall be deemed to be any event or situation beyond the control, and arising without the fault or negligence of, the party affected and which makes it impossible for the party affected to fulfil its obligations under this Agreement in a reasonable



manner. Non-availability of funds shall not be deemed to be force majeure.

7.2 In the event of a force majeure occurrence this Agreement shall be deemed to be postponed for a period of time equal to that of the force majeure occurrence but should the postponement extend beyond 30 (thirty) days either party may terminate this Agreement in which event the Customer shall pay WeGetGEO for Deliverables performed prior to the date of termination calculated in accordance with the rates or fees as in WeGetGEO's proposal.

## 8. WAIVER

No waiver, delay or forbearance by either party in enforcing any of the provisions of this Agreement shall be deemed to be of any general effect or intent or to constitute a precedent or in any way to prejudice any right the parties may have under this Agreement or otherwise at law.

## 9. NOTICES

Any notice herein required or permitted to be given shall be in writing and may be personally served or sent mail and shall be deemed to have been given as follows:- if personally served, when served; or if mailed, on recorded receipt of the notice with postage (by airmail if applicable) prepaid and properly addressed. Either party may change its address and person to be notified by notifying the other party in writing of that change. For the purposes hereof the addresses of the Parties (until notice of a change thereof is given as provided in this Clause) shall be as set out below:

WeGetGEO

Address:-

At office detailed at head of this Agreement

For the attention of:- The Managing Director

Customer At the Customer address given on the Order

## 10. TERMINATION

10.1 In the event that either party to this Agreement is in breach of a material obligation under this Agreement and within 30 days of receiving the non-defaulting party's written notice:

- (a) specifying the nature of the breach; and
- (b) requesting remedy of the breach

fails to initiate and proceed without delay with action to remedy the breach complained of, the non-defaulting party may terminate this Agreement forthwith.

If a remedy for the breach cannot be offered WeGetGEO reserves the right to immediate termination of the contract.

10.2 In the event that either party to this Agreement becomes insolvent or bankrupt or (being a company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction), the other party may terminate this Agreement forthwith by written notice to the insolvent or bankrupt party



or any person in whom this Agreement may have become vested.

- 10.3 In the event of termination under 10.1 and 10.2 of this Agreement, the Customer shall pay to the WeGetGEO the following sums:
- (a) such payment as is due for the Deliverables up to and including the day upon which notice of termination was given as well as any prior costs incurred and agreed with WeGetGEO to provide the Deliverables had notice of termination not occurred;
  - (b) such monies, if any, as would become due and payable by WeGetGEO in respect of separate arrangements entered in to by WeGetGEO in the provision of the Deliverables and which WeGetGEO would in the normal course be entitled to charge to the Customer.

## 11. **WARRANTIES**

- 11.1 WeGetGEO warrants that it will perform its work will be performed with reasonable skill, and care in accordance with the professional standards to the level generally followed by recognised consultants performing services of a similar nature.
- 11.2 In the event of the Services or any part thereof failing to meet the standard referred to in Clause 11.1 by reason of the negligent acts, errors or omissions of WeGetGEO, WeGetGEO undertakes to re-perform such Deliverables or part thereof at WeGetGEO's cost provided that notification in writing of any negligently performed part of the Agreement or part thereof is received by WeGetGEO within 1 month following completion of the Agreement or termination of this Agreement, whichever is the earlier, after which WeGetGEO shall have no further liability for any defects in the Deliverables howsoever arising or caused.
- 11.3 Clause 11.2 sets out the Client's sole remedy and WeGetGEO's sole liability for negligently performed work and for the consequences thereof and save as provided in Clause 11.1 any other conditions and warranties as to the standard to which the Agreement will be performed, either express or implied under contract, statute or otherwise at law are hereby agreed by the parties as being excluded.
- 11.4 The Customer acknowledges and agrees that any claims in respect of third party software or data forming part of the Agreement shall, if applicable, be against the relevant party pursuant to the terms of the third-party provider and no claim whatsoever shall be brought against WeGetGEO.

## 12. **REMEDIES**

The remedies provided in this Agreement shall not be exclusive of any other remedies available to the parties except that:-

- (a) All indemnities, exclusions, limitations and allocations of liability in this Agreement shall survive termination of this Agreement or completion of the Services and shall be effective whether the action in which recovery of losses and damages is sought is based, on breach of contract, or statutory duty, in tort (including negligence) or otherwise at law.
- (b) To the extent permitted by law, any statutory remedies, or provisions relating to limitation periods for commencement of actions, which are inconsistent with the provisions of this Agreement are hereby agreed by the parties as being waived.

## 13. **RESPONSIBILITIES**



13.1 In this Clause 13 the following definitions shall apply:

- (a) "Customer Group" means each of Customer, its holding companies of any tier, its and their subsidiary and affiliated companies, its other consultants, contractors and sub-contractors (not being WeGetGEO) and their respective officers, employees and agents (including but not limited to, any personnel hired as consultants or through an employment agency)
- (b) "third party" means any person or entity not a member of WeGetGEO or Customer
- (c) "Liability" means any and all claims, judgments, awards, remedies, liabilities, damages, injuries, costs (including legal costs), losses, expenses or causes of action of whatever kind and nature.

13.2 Notwithstanding any other provision in this Agreement, WeGetGEO shall be responsible for and shall indemnify Customer Group against and from all Liability resulting from one or more of the following:

- (a) personal injury including fatal injury to any members of WeGetGEO;
- (b) loss of or damage to any property and equipment of WeGetGEO;

and which arises out of or in connection with the performance of the Agreement by WeGetGEO and whether or not the same is caused or contributed to, by the negligence or breach of duty by Customer or any member of Customer Group.

13.3 Notwithstanding any other provision in this Agreement, Customer shall be responsible for and shall indemnify and hold harmless WeGetGEO against and from all Liability resulting from one or more of the following:

- (a) personal injury including fatal injury to any members of Customer Group;
- (b) loss of or damage to any property and equipment of Customer Group;

and which arises out of or in connection with the performance of the Agreement by WeGetGEO and whether or not the same is caused or contributed to, by the negligence or breach of duty by WeGetGEO.

13.4 The Customer shall obtain endorsements on all insurance obtained or maintained by it against the risks assumed by it specifically under Clauses 13.3 and 13.4 above which shall waive all rights of subrogation against WeGetGEO.

13.5 Notwithstanding any other provision of this Agreement in no event shall WeGetGEO be liable for any indirect, special or consequential loss, loss of profit revenue, liquidated damages or goodwill arising from this Agreement nor shall WeGetGEO have any liability for non-fraudulent misrepresentation and any such liability is hereby excluded. In any event WeGetGEO's aggregate liability to the Customer shall be limited to the fees paid by the Customer hereunder in the year of all and any claim.

13.6 Nothing in this Agreement shall serve to limit or exclude liability for death, personal injury or fraudulent misrepresentation.

## 14 DISPUTE RESOLUTION





- 14.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.
- 14.2 If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.
- 14.3 If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. The seat of the arbitration shall be England and Wales. The arbitration shall be governed by both the Arbitration Act 1996 and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary.
- 14.4 Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief."

**15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English law and the parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the English courts.

**16. ENTIRE AGREEMENT**

This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior written or oral representations, warranties or agreements.

**17. RIGHTS OF THIRD PARTIES**

The parties hereby agree and confirm that they do not intend any terms of this Agreement to confer on any person any rights to enforce any term of this Agreement who but for the Contracts (Rights of Third Parties) Act 1999 would not have had any rights nor would have been entitled to enforce such terms and that this Agreement may be rescinded or varied by the parties without the consent of or the need to give notice to any person not party to it.

**18. EMPLOYMENT OF WEGETGEO'S PERSONNEL**

Company will not, without the written consent of WeGetGEO, make any offer of employment to any of the Individual(s) either during the period of secondment or within twelve months from the completion of the secondment.

**19. USER ACCEPTANCE TESTING**

WeGetGEO will agree a date with the Company when all drawings, documents, reports, technical data, evaluations, installed software and data arising from the Agreement by WeGetGEO will be made available for user acceptance testing. The Company must notify WeGetGEO of any defects within 30 working days following date of receipt. Thereafter, the Company will be deemed to have accepted the product. Thereafter, Clause 11.2 will not apply.



## **20. VARIATION(S) TO AGREEMENT**

Either party from time-to-time and as considered appropriate may request additional services that will be performed by WeGetGEO. These additional services will be pursuant to a separate Proposal and will specify the details of the particular work to be undertaken, key assumption, timescales, impacts on earlier work forming this Agreement, the Deliverables, and fee. The Proposal will be issued by WeGetGEO and subject to WeGetGEO's Standard Terms and Conditions and WeGetGEO's acceptance of a Customer Order. Only once WeGetGEO confirms in writing acceptance of the Customer's Order, shall the Order be binding on the parties and shall constitute a part of this Agreement. In the event of any conflict or inconsistency between this Agreement and any subsequent variation, the terms of the variation shall take priority.