

## INSOURCE LIMITED STANDARD TERMS AND CONDITIONS OF TRADING

### 1. Definition of Terms

1.1. In these Conditions the following expressions shall have the following meanings:-

- "Agreement" and "Contract" means the contract between Insource and the Client under which the Products and Services are to be supplied by Insource to the Client.
- "Agreement Start Date" is the agreed start date of the Contract.
- "Client" means the person, firm or company with whom the Contract is made by Insource, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm or company.
- "Insource" means Insource Ltd and, where the context permits, any company or subsidiary of Insource Ltd and also permitted assigns and sub-contractors for the said Company.
- "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Insource Purchase Agreement" and "IPA" is the Insource purchase agreement or a mutually agreed alternative formal document, such as a specification document or a statement of work.
- "Methods" means Insource Data Space Frame.
- "Products" means Services and/or Software.
- "Services" means the Services to be provided by Insource to the Client under the terms of the Contract and "Service" shall be construed accordingly.
- "Supplementary Terms & Conditions" are the additional terms and conditions that relate to the specific Products and Services being delivered.

### 2. General

2.1. These Conditions shall be deemed to be incorporated in all Contracts and in the case of any inconsistency with any purchase order, letter or form of contract sent by the Client to Insource or any other communication between the Client and Insource whatever may be their respective dates, the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a Director on behalf of Insource. Any concession made or latitude allowed by Insource to the Client shall not affect the rights of Insource under the Contract. The terms of the Contract are the content of this document and those in the associated documents referred to herein where appropriate. The associated documents are:

2.1.1. Software License Agreements

2.1.2. Structured Training Course Service Level Agreement (SLA) and Supplementary Terms & Conditions

2.1.3. Time & Materials Service Level Agreement (SLA) and Supplementary Terms & Conditions

2.1.4. Fixed Price Contract Service Level Agreement (SLA) and Supplementary Terms & Conditions

2.1.5. LEEP™ Service Level Agreement (SLA) and Supplementary Terms & Conditions

2.2. In the event of conflict (i) the terms of the IPA shall take precedence over these Conditions and any associated documents and (ii) the associated documents shall take precedence over these Conditions.

2.3. INSOURCE reserves the right to discontinue any of the Licensed Software and the Services at any time and shall provide the Client with 90 days' written notice of permanent discontinuance. INSOURCE also reserves the right to:-

- 2.3.1 modify the Licensed Software (or any part of the Licensed Software) as necessary in order to improve, fix or otherwise maintain the quality, usability or otherwise of the Licensed Software or in order to comply with changes in applicable law, regulation or industry practice;
- 2.3.2 modify or adapt any Services (or any part thereof) so long as it does not have a material impact on the quality or usability of the Services;
- 2.3.3 modify or vary these Conditions, the Insource Purchase Agreement and any of the associated documents referenced in condition 2.1 in order to comply with any legal or regulatory requirements, to adopt best practice, to correct any errors



and to implement continuous improvement plans as the INSOURCE business and its Services evolve, provided always that any such changes do not materially impact the terms on which the Client receives Services or Licensed Software.

### 3. Obligation to Provide Products and Services

3.1. Notwithstanding that Insource may have given a detailed proposal or quotation, no request for the provision of Products or Services shall be binding on Insource unless in receipt of a signed and completed IPA by Insource to proceed with the delivery of Products and Services.

3.2. The provision of Products and Services and the associated supplementary Terms and Conditions that apply are detailed in the relevant associated Terms and Conditions that relate to each Product and Service category. Should Insource supply a range of Products and Services that span many categories then the Terms and Conditions for each apply independently.

#### 3.3. Product & Services categories

The range of Products and Services by Category	Related Agreements and supplementary Terms & Conditions
Products in the form of software licenses	Software License Agreements 3 <sup>rd</sup> Party Software License Agreements and Software Maintenance Agreements
Time and Materials Services	Time & Materials Service Level Agreement (SLA) and Supplementary Terms & Conditions
Fixed Price Services	Fixed Price Contract Service Level Agreement (SLA) and Supplementary Terms & Conditions
Structured training courses	Structured Training Course Service Level Agreement (SLA) and Supplementary Terms & Conditions
Support Contracts	LEEP™ Service Level Agreement (SLA) and Supplementary Terms & Conditions

3.4. Insource's catalogues, website, brochures, leaflets or correspondence are not binding and reasonable variations may be made to the Products and Services without notice, and the Product and Services so varied shall be accepted as complying with the Contract.

### 4. Prices & Payments

4.1. The price payable for Products and Services shall be the fee chargeable by Insource as detailed in the IPA, current at the date of the signing of the IPA. The provision of follow-on Products and Services contained on subsequent IPA's will be charged at the fee stated on the relevant IPA, which may be different than those detailed on the original IPA.

4.2. Insource reserve the right to modify or change the price it charges for any of its Products and Services at any time.

4.3. The payment terms for the supplied Products and Services are specific for each Product and Service category and are detailed in the relevant Supplementary Terms and Conditions. These payment terms are effective unless stated otherwise on the IPA.

4.4. Expenses are charged monthly in arrears.

4.5. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate.

### 5. Costs

5.1 The cost for Products and Services will be quoted, and charged depending on the category of the Products and Services being supplied and detailed in the IPA.

### 6. Title

6.1. The title to Insource Products and Services and all documentation and related materials remains the property of Insource and is protected by copyright law and international treaties. All rights are expressly hereby reserved by Insource.

### 7. Intellectual Property Rights

7.1. The Client shall indemnify Insource against all costs, claims and damages incurred or threatened arising out of any alleged infringements of Intellectual Property Rights occasioned by the provision of the Products and Services where such Products and



Services are provided to the specification or special requirements of the Client and/or by the manufacture or sale of Products made to the specification or special requirements of the Client.

- 7.2. All written information, drawings, diagrams, specifications of work, videos, audio tapes (in all media) prepared by Insource in relation to the provision of the Products and Services and the copyright and other Intellectual Property Rights therein shall remain the property of Insource and shall be returned by the Client on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of a director of Insource.
- 7.3. All written information, drawings, diagrams, specifications of work, videos, audio tapes (in all media) prepared by the Client in relation to the provision of the Products and Services and the copyright and other Intellectual Property Rights therein shall remain the property of the Client and shall be returned by Insource on demand.
- 7.4. Insource retains all Intellectual Property Rights to all of its Products and Services and Methods used in pursuance of the delivery of Service.
- 7.5. The Client shall ensure that its employees and all those under the Client's control and supervision shall comply with the obligations of confidentiality contained in Condition 7.2. This includes, but is not limited to, all employees of Insource, its associates and subsidiaries, contractors, sub-contractors, permitted assigns and all other parties that may be associated with the Contract.
- 7.6. Insource shall ensure that its employees and all those under Insource's control and supervision shall comply with the obligations of confidentiality as per the Contract.

## **8. Expenses**

- 8.1 Unless specified otherwise in the Contract, the following rates and terms will apply:
  - All reasonable travelling and out-of-pocket expenses will be charged at cost.
  - Mileage will be charged at 50p per mile.
  - Overnight accommodation and subsistence will be charged at £120.00 per person per night (or higher where necessary up to the minimum cost at which it is possible to secure suitable accommodation in the geographical location at the required time).
  - Where Insource researches and makes reservations and bookings relating to delivery of the contract, a 10% administration fee will be added to the cost of expenses.

## **9. Terms of Payment**

- 9.1. Payment will become due on demand in any event forthwith upon the occurrence of any of the events referred to in this Condition and the relevant sections in the associated Terms and Conditions that apply to the Products and Services being supplied.
- 9.2. The sums due to Insource under the Contract shall be due in full to Insource in accordance with the terms of the Contract and the Client shall not be entitled to exercise any set-off, lien or any other similar right or claim.
- 9.3. The time of payment shall be the essence of the Contract.
- 9.4. Without prejudice to any other rights it may have, Insource is entitled, after notice, to charge interest at 8% above the Bank of England's base rate from time to time but at 8% a year for any period when that base rate is below 0% on past due amounts that are not the subject of a bona fide dispute on a day by day basis from the due date pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as amended, such interest to run from the due date for payment until payment in full is received whether before or after judgment.

## **10. Conditions and Warranties Relating to Services**

- 10.1. Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the Services are hereby expressly negated.
- 10.2. In the case of the supply of Software the Client must comply with the terms of the Contract and failure to do so will require the removal of the Software from all of their computer systems.

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## **11. Contract Renewal & Cancellations**

11.1. Renewal of Service Contracts, (Software Maintenance, Support, and Rentals) are automatic. Should the Client wish to amend or terminate a Contract renewal for whatever reason, they must do so in writing at least 90 days prior to the contract end date.

11.2. In the case of Services ordered and not called off:

Although Insource will typically discuss delivery plans with the Client on a quarterly basis Insource are not obliged to do so and any Services not called off within two years of an order will be deemed not required; and Insource will have no liability to refund any fees or charges already paid for Services that are not required.

## **12. Consequential Loss**

12.1. Insource shall not be liable for any costs, claims, damages or expenses arising out of any injurious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs claims damages or expenses on a time basis.

## **13. Indemnity**

13.1. The Client agrees to indemnify and hold Insource Ltd, its affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable legal fees arising out of or relating to the use of the Insource Products and Services.

### **Default or Insolvency of the Client**

13.2. If the Client shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Client's property or assets or if the Client shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or any bankruptcy petition will be presented against him or (if the Client is a company) if any resolution or petition to wind up such Company shall be passed or presented or if a receiver, administrative receiver or administrator of the whole or any part of such Company's undertaking, property or assets shall be appointed, Insource in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly, or in part, any and every Contract between Insource and the Client or may (without prejudice to Insource's right subsequently to determine the Contract for the same Condition should it so decide) by notice in writing suspend further deliveries of Products and Services until any defaults by the Client are remedied.

## **14. Limitation of Liability**

14.1. Nothing in the Contract limits or excludes either party's liability for:

14.1.1 death or personal injury caused by its negligence;

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.2 Subject to Condition 14.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

14.2.1 loss of profits;

14.2.2 loss of sales or business;

14.2.3 loss of agreements or contracts;

14.2.4 loss of anticipated savings;

14.2.5 loss of or damage to goodwill

14.2.6 loss of use or corruption of software, data or information; or

14.2.7 any indirect or consequential loss.

14.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.4 Subject to Conditions 14.1 – 14.3 inclusive:-

14.4.1 the liability of Insource to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price payable for the Services; and

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14.4.2 the liability of the Client to Insource for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the lower of (i) the price payable for the Services and (ii) Client's insurance in respect of such liability.

14.5. Insource shall not be liable for imperfect work caused by any inaccuracies on any drawing, bills of quantities, specifications or any other form of information supplied by the Client, whether verbal or written.

14.6. Insource shall not be liable whatsoever for any specifications of work that it has produced that results, or could result in imperfect work, whether it is as a result of being supplied with inaccurate information or in Insource's interpretation of the information, or any other reason, and that the validation of any specifications or recommendations is the ultimate responsibility of the Client.

14.7. Where estimated costs for work are provided by Insource, Insource shall not accept any liability for the accuracy of those estimates.

## 15. Back-up

15.1. Insource is not responsible for the Client's systems, applications or data. It is therefore the Client's responsibility to back up all Software at regular intervals and have in place adequate disaster recovery procedures. Should the Client wish Insource to perform backups on their behalf as part of the service time, the Client must provide detailed and comprehensive documentation of the process and the schedule, and accept full responsibility to ensure that it has been undertaken and undertaken correctly.

15.2. It is the Client's responsibility to ensure that it is maintaining adequate, secure backup copies of installed Software, data and environments irrespective of who is tasked with the process.

## 16. Representations

16.1. No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of Insource shall be construed to enlarge, vary or override in any way any of these Conditions or the Contract.

## 17. Force Majeure and Covid-19

17.1. "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

- Acts of God, flood, drought, earthquake or other natural disaster;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Condition, or companies in the same group as that party);
- interruption or failure of utility service; or
- total internet failure.

17.2. Provided it has complied with Condition 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3. The corresponding obligations of the other party will be suspended, and time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4. The Affected Party shall:

17.4.1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 (fourteen) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

17.4.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than sixteen (16) weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving eight (8) weeks' written notice to the Affected Party.



17.6. If the Force Majeure Event prevails for a continuous period of more than twelve (12) months, either party may terminate the Contract by giving ninety (90) days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

17.7. This Condition does not excuse a party from paying sums due under the Contract.

17.8. The parties agree that COVID-19 shall not be a Force Majeure Event for the purposes of the Contract. In the event any party's ability to perform its obligations under the Contract is affected, hindered, prevented or otherwise delayed due to Covid-19, as soon as practicably possible the party affected shall notify the other parties in writing with sufficient detail of how it has been affected and the likely impact on its ability to perform its obligations under the Contract and the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects and to facilitate the continued performance of the Contract.

## **18. Sub-Contracting**

18.1 Insource may assign or sub-contract the whole or any part of the Contract to any person, firm or company. The Client may only assign or transfer or otherwise deal in its rights or its obligations under the Contract with the prior written consent of Insource, such consent not to be unreasonably withheld or delayed.

## **19. Associated and Related documentation**

19.1. These Standard Terms and Conditions must be read in conjunction with the relevant associated Supplementary Terms and Conditions as defined in this Contract.

## **20. Non-Solicitation**

20.1. During the term of any Contract, and for a period of 12 months thereafter, the Client will not directly or indirectly employ or engage, or attempt to solicit or entice (or authorise the taking of such action by any other person) for employment or engagement any employee of Insource who has been involved in any way in the provision of the Products and Services to the Client in the previous 12 month period.

20.2 If Insource agrees to a member of its staff joining the Client pursuant to Condition 20.1, Insource may charge a fee in consideration for such consent equivalent to 50% of the gross annual salary that shall be paid by the Client to that employee. In addition, Insource will charge in full any and all recruitment fees to the Client for replacing the employee. Insource will invoice the Client immediately upon the commencement of the employment of the relevant employee by the Client and such invoice shall be payable by the Client immediately upon presentation.

## **21. Non Waiver**

21.1. No waiver by Insource shown or granted to a Client whether in respect of these, and their associated Terms and Conditions or otherwise shall in any way affect or prejudice the rights of Insource against the Client or be taken as a waiver of any of these Standard Terms and Conditions.

21.2. Insource's failure to exercise any right or provision of these Standard Terms and Conditions shall not constitute a waiver of such right or provision. If any element of these Standard Terms and Conditions are found to be invalid, all remaining Conditions remain at all times effective and in full force.

## **22. Third Party Rights**

22.1. Neither Insource nor the Client intend that any terms of this Contract will be enforceable by virtue of the Contracts by anyone that is not a party to it.

## **23. Proper Law**

23.1. The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Client and Insource agrees to submit to the non-exclusive jurisdiction of the English Courts.