



CORETX Manage Ltd

STANDARD TERMS AND CONDITIONS OF SUPPLY

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1. DEFINITIONS AND INTERPRETATION

“**Additional Charges**” means the charges to be calculated by us on a time and materials basis at our prevailing rates in respect of the provision of Additional Services pursuant to Condition 4.1;

“**Additional Services**” means those services referred to in Condition 4.1, which do not fall within the Services as set out in the Schedule;

“**Annual Value**” means the total annual value (plus VAT) shown in the PO, plus the appropriate amount in respect of any Additional Services and any Additional Equipment or Software that may be added throughout the Contract term;

“**Charges**” means the charges for the Services calculated in accordance with Condition 3;

“**Confidential Information**” means all information or data (in whatever medium including in written, oral, visual or electronic form), including but not limited to products, services, operations, processes, designs, trade secrets and employees, disclosed by or on behalf of a Party to the other or otherwise received by the other in the negotiation, entering into and performance of these Conditions, which is expressly marked as confidential or which concerns the technology, know how, methodology of supply, business, developments and finances of that Party and any of its affiliates or of the suppliers, customers or clients of that Party;

“**Location**” means Customer location(s) specified in the Schedule;

“**Personal Data**” has the meaning set out in the Data Protection Act 1998.

2. THE CONTRACT

2.1 The Contract between us takes effect on the signing of a CORETX Manage Ltd PO or when we begin to provide the Services, whichever is sooner (the “**Contract Start Date**”).

2.2 The Contract shall be renewed automatically at the end of any initial period (if applicable) for an identical period (and shall be renewed automatically at the end of each subsequent period) unless and until terminated in accordance with Condition 9.

3. CHARGES

3.1 The Charges shall be calculated by reference to the Annual Value and we shall invoice you accordingly. Charges shall be payable by you prior to the Contract Start Date and upon each subsequent anniversary. We may, however, permit payment quarterly in advance which will incur an additional 10% premium unless payable by direct debit in which case a 6% premium will be charged.

3.2 Charges shall be payable for the entire year in question even if you reduce Services as itemised in the PO. The Charges shall be paid without deduction or set-off.

3.3 CORETX Manage Ltd reserves the right to suspend the Services for any non-payment under the Contract within 30 days of the invoice date. However, this will not affect your requirement to pay the amount in full and no discount will be given for the period of suspension in service.

3.4 We shall not be entitled to vary Charges within 12 months of the Contract Start Date. Notwithstanding the above, if additional services are added during the Contract, we may increase the Charges on a pro-rata basis.

3.5 The Charges shall include the travel, accommodation and subsistence expenses of our employees, agents or sub-contractors incurred in the provision of the Services.

3.6 If you or any affiliated person, firm or company directly or indirectly employs or engages any of our existing or former engineers during the Contract or within 12 months of its termination, we shall be entitled to charge you the equivalent of 26 weeks at our standard charges (rates available on request). If we replace an on-site engineer due to the above you will also be liable to pay all costs incurred.

3.7 If the Contract is terminated by us in accordance with Condition 9.3, we shall calculate the Charges on a time and materials basis at our prevailing rates (or, at our option, by reference to the Annual Value on a pro rata basis).

4. ADDITIONAL SERVICES

4.1 At your request, we shall provide all or any Additional Services (rate card available on request), but shall be entitled to charge the Additional Charges. We shall also be entitled to charge the Additional Charges if Services are provided in circumstances where any reasonably skilled and competent data processing operator would have judged your request to have been unnecessary.

4.2 Where CORETX Manage Ltd maintains Customer equipment under the Contract, CORETX Manage Ltd reserves the right to charge Additional Charges where Customer equipment is beyond economic repair. Should any repair prove uneconomical, we will offer either an upgrade at cost price or a reduction of the cost of new equipment, which will be at least the value of the unit maintenance price.

4.3 We may invoice you for Additional Charges as soon as they have been incurred.

5. YOUR OBLIGATIONS

5.1 You agree to:

- 5.1.1 grant us such access to the Location and systems (remotely or otherwise) as we shall from time to time reasonably require in order to discharge our obligations;
- 5.1.2 co-operate fully to enable us to fulfil our obligations under the Contract;
- 5.1.3 make available such facilities as we shall reasonably require in order to discharge our obligations, including adequate work space, storage and office furniture and equipment;
- 5.1.4 take all reasonable precautions to protect the health and safety of our employees, agents and sub-contractors while at the Location (if applicable); and
- 5.1.5 insure any CORETX Manage Ltd equipment at the Location and deliver up in good working order upon termination of the Contract.

6. OUR WARRANTY

6.1 We warrant that:

- 6.1.1 we will perform the Services with reasonable care and skill;
 - 6.1.2 we will perform any Additional Services within a reasonable time of being so requested by you; and
 - 6.1.3 any replacement parts (which may be second-hand or reconditioned) will be of satisfactory quality and reasonably fit for their purpose.
- 6.2 Unless agreed otherwise, time shall not be of the essence for the performance of the Services, but CORETX Manage Ltd shall use all reasonable endeavours to adhere to any timescales agreed between the Parties.
- 6.3 Subject to the above, all conditions, warranties, terms and undertakings (express or implied, statutory or otherwise) in respect of the performance by us of the Services are excluded.

7. LIMITATION OF LIABILITY

Our liability to you for death or injury resulting from our negligence or the negligence of our employees, agents or sub-contractors shall not be limited. Our entire liability in respect of any other breach by us of our obligations or other acts or omissions (including negligence) shall be limited to a maximum of one year's Charges under the Contract. However, we shall not be liable to you for loss of profits, goodwill or any type of special, indirect or consequential loss even if the loss was reasonably foreseeable or we had been advised of the possibility of your incurring the loss.

8. YOUR WARRANTY AND INDEMNITY

- 8.1 You warrant that you have full power and authority to enter into the Contract and you hereby indemnify us against any loss or damage that we may suffer as a result of a breach by you of this warranty;
- 8.2 Except to the extent caused by any default, negligence, delay or breach of statutory duty by CORETX Manage Ltd, our affiliates, our or their contractors, officers or employees, you will fully indemnify and hold CORETX Manage Ltd and its affiliates harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against CORETX Manage Ltd and/or its affiliates as a result of or in connection with:
- 8.2.1 any breach by you of Condition 10 (Confidentiality);
 - 8.2.2 any breach by you of Condition 11 (Data Protection); and
 - 8.2.3 any breach by you of Condition 12 (Intellectual Property).

9. TERMINATION

9.1 The Contract may be terminated:

- 9.1.1 by you giving not less than 90 days' notice to us to expire at the end of any initial period (if applicable), or any subsequent period following renewal pursuant to Condition 2.2;
- 9.1.2 immediately by us if you fail to pay the Charges or any Additional Charges within 30 days of the due date;
- 9.1.3 immediately by either you or us if the other commits any material breach of any term of the Contract and, following a breach capable of being remedied, shall not have remedied the breach or shall not have taken steps to prevent the breach recurring within 30 days written request by the other to do so, detailing fully the breach;
- 9.1.4 immediately by either you or us if:
 - 9.1.4.1 the other shall convene a meeting of its creditors;
 - 9.1.4.2 a proposal shall be made for a voluntary arrangement or for any other composition scheme or arrangement with (or assignment for the benefit of) the other's creditors;
 - 9.1.4.3 the other shall be unable to pay its debts;

- 9.1.4.4 a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other;
- 9.1.4.5 a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 9.2 Any termination of the Contract pursuant to Condition 9.1 shall not affect your obligation to pay the Maintenance Charges (and any Additional Charges) for the year of termination and, accordingly, no refund shall be due to you.
- 9.3 In addition, we may terminate the Contract at any time by written notice, if CORETX Manage Ltd seeks to consolidate its service provision for any reason, including but not limited to, economies of scale or profitability.
- 9.4 On termination of the Contract:
- 9.4.1 our accrued rights, remedies, obligations and liabilities as at the date of termination shall not be affected;
- 9.4.2 CORETX Manage Ltd may submit invoices for any Services or Additional Services that it has supplied, but not invoiced.
- 9.4.3 you shall pay within thirty (30) days any outstanding, unpaid invoices and any interest due to CORETX Manage Ltd; and
- 9.4.4 you will grant CORETX Manage Ltd such access to the Location as we may reasonably require.

10. CONFIDENTIALITY

- 10.1 We will treat as confidential all information obtained from the other under or in connection with the Contract which is designated as confidential or which is by its nature clearly confidential. The recipient will not disclose such Confidential Information to any person (except only to those employees, agents, sub-contractors, companies and other representatives who need to know it) or use such Confidential Information for purposes other than the Services without the other's prior written consent. The obligations under this Condition will not extend to information which:
- 10.1.1 was already in the possession of the recipient;
- 10.1.2 is already or becomes public knowledge (otherwise than as a result of a breach of this Condition);
- 10.1.3 is independently developed by the recipient without access to or use of such information;
- 10.1.4 is required to be disclosed by law.
- 10.2 We will ensure that all persons to whom we disclose any Confidential Information of the other are aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidence. These obligations of confidentiality will survive any termination of the Contract.

11. DATA PROTECTION

We shall take all measures necessary to comply with the provisions of the Data Protection Act 1998 or any applicable laws and regulations, official guidance and codes of practice relating to the processing of Personal Data and privacy, and any directions issued by the Information Commissioner, in its processing of Personal Data.

12. INTELLECTUAL PROPERTY

The intellectual property rights and all other rights in any background IPR shall be owned by CORETX Manage Ltd. CORETX Manage Ltd licenses all such rights to you free of charge on a non-transferable, non-sub licensable, irrevocable (except for breach), non-exclusive, worldwide basis to such extent as is necessary to enable you to make use of the Services during the term of the Contract. If the Contract is terminated, this license will automatically terminate.

13. ANTI-BRIBERY

- 13.1 In performing our obligations under the Contract, we (and our respective personnel) shall:
- 13.1.1 comply with all applicable anti-bribery and anti-corruption laws and regulations (which shall include (without limitation) the UK Bribery Act 2010) (collectively, the "Anti-bribery Laws");
- 13.1.2 not offer any bribe or facilitate payment to any public official or other person; and
- 13.1.3 not do anything that may cause us, or any of our or your affiliates, to breach any Anti-bribery Laws.

14. FORCE MAJEURE

- 14.1 Neither we nor you shall be liable to the other for any breach of our or your obligations resulting from causes beyond our or your reasonable control (namely, an event of force majeure).
- 14.2 If a default due to an event of force majeure shall continue for more than 60 days, then the one of us not in default shall be entitled to terminate the Contract. Neither we nor you shall have any liability to the other in respect of the termination of the Contract as a result of an event of force majeure.

15. GENERAL

15.1 The Contract, together with any Annexures, Appendices, Schedules and any confidentiality agreement, constitutes the entire agreement between us with respect to its subject matter. The Contract supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between us relating to such subject matter.

15.2 We reserve the right to amend these Conditions from time to time and shall notify you of any changes at least 90 days in advance.

15.3 The waiver by you or us of a breach or default of any of the provisions of the Contract by the other shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on our or your part to exercise any right, power or privilege operate as a waiver of any breach or default by the other.

15.4 We shall be entitled to assign the Contract and to appoint agents or sub-contractors to perform the Services. You may only assign the Contract with our prior written consent. The Contract shall be binding upon and continue for the benefit of our and your assigns and successors.

15.5 Our invoices are payable within 30 days of their date and we reserve the right to charge you interest in respect of late payment of any invoices at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank Plc from the due date until payment.

15.6 The Contract shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

16. NOTICES

Any notice, request, instruction or other document ('Notice') under the Contract shall be delivered or sent by first class recorded delivery post to our or your address (as set out in the PO, or such other address as may be notified). Any Notice sent or delivered by you shall be marked for the attention of the Sales and Marketing Director. Such Notice shall be deemed to have been served (if delivered) at the time of delivery or, if sent by post, 48 hours after posting. We acknowledge that email notification will not be accepted.

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