

General Agreement (the “Agreement”)

BETWEEN:

- (1) The Client; and
- (2) “CATI” (Mo:dus Systems Ltd).

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement the receipt and sufficiency of which consideration is hereby acknowledge, the Client and CATI (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1. Provision of Services

1.1 The following terms and conditions shall apply to the provision of services as set out in the proposal.

2. Term of Agreement

2.1 The Parties agree to enter into this Agreement for a minimum period of twelve months from the Agreement commencement date. Thereafter 30 days written notice of termination is required.

2.2 “**Agreement Commencement Date**”: Installation Date.

2.3 In the event that this Agreement is terminated for whatever reason, the Client shall pay to CATI within 30 days of the date of termination any Charges due up to and including the date of termination.

3. Modification of Agreement

3.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, signed by each party.

4. Payment

4.1 Payment Options:

- i) Payable in advance by equal monthly instalments on the first day of each month for the sum set out in the proposal; or
- ii) CATI will raise invoices in advance for the sum set out in the proposal and are to be settled in full by the Client within 30 days from the invoice date.

4.2 All sums payable are exclusive of VAT or any other applicable tax or duty payable upon such sums, which will be added if appropriate at the rate prevailing at the relevant tax point.

4.3 If the Client fails to pay any sum due in respect of the Charges, CATI will be entitled forthwith to suspend provision of the Services until such time as all outstanding payments have been made and without prejudice to any other rights or remedies CATI may have under this Agreement.

4.4 During the period of any suspension pursuant to Clause 11, the Charges will continue to accrue and be due to CATI as if the Services had not been suspended.

4.5 If the cost to CATI in providing the Services, increases:

- i) in order to comply with any Legislation or part of any Legislation enacted or coming into force after the Effective Date or with any change to existing Legislation including, but not limited to, any changes in laws, regulations and administrative decisions applicable to the Services or changes of taxes imposed which relate to the provision of the Services; or
- ii) as a result of any change in site procedures, policies and regulations in respect of the Relevant Premises,

CATI shall have the right to adjust the Charges to reflect such increased cost. The Parties shall use reasonable endeavours to minimise, to the extent practicable and permissible, any such increase.

5. Penalties for Late Payment

5.1 CATI reserves the right to charge interest on any late payments.

6. Omissions

6.1 The onus rest on the Client to ensure that the correct information is provided and uploaded. CATI does not accept liability for errors and omissions.

6.2 CATI accept liability for any and all acts or omissions of its employees, agents or subcontractors arising under or in connection with this Agreement (*to be read in conjunction with Clause 7.1*).

6.3 Notwithstanding, the Client shall remain fully responsible for their Compliance.

7. Limitation of Liability

7.1 The following provisions set out the Parties entire liability (including any liability for the acts or omissions of their respective employees, agents or sub-contractors) to each other in respect of:

- iii) any breach of their respective obligations under this Agreement; and
- iv) any representation, statement or tortuous act or omission, including negligence, or otherwise arising under or in connection with this Agreement.

- 7.2 CATI's liability shall be restricted to direct damages only and CATI's liability shall be limited to (i) One million pounds (£1,000,000.00) or (ii) the contract value, whichever amount is lower.
- 7.3 Under no circumstances will CATI be liable for any indirect or unforeseeable damage or loss arising from this Agreement.
- 7.4 CATI shall not be held liable under any circumstances for any damage or loss sustained on account of the Client's failure to perform one of its obligations or the improper use of the Software.
- 7.5 In any event, the Client shall be barred from bringing an action for damages under this Agreement twelve (12) months after the damage or loss first occurs.
- 7.6 Each Party acknowledges that it considers the provisions of Clause 7 to be reasonable, taking account of the other terms of this Agreement and its ability to insure against the losses which might arise from a breach of this Agreement.
- 7.7 The provisions of Clause 7 shall survive the expiry or termination of this Agreement.
8. **Insurance**
- 8.1 CATI will maintain in force, at its own cost, insurances in accordance with Legislation and such insurances as it deems appropriate and adequate, having regard to its obligations and liabilities under this Agreement.
- 8.2 The Client will maintain in force, at its own cost, insurances in accordance with Legislation and such insurances as it deems appropriate and adequate, having regard to its obligations and liabilities under this Agreement.
- 8.3 Each Party shall provide evidence that the insurances required by Clause 8 are in place, whenever reasonably requested to do so by the other.
9. **Force Majeure**
- 9.1 Neither party shall be liable for any failure or delay in fulfilling the Terms and Conditions of this Agreement due to fire, strike, war, civil unrest, terrorist action, governments' regulations, act of nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.
- 9.2 The above list of force majeure events is not exhaustive.
10. **Assignment**
- 10.1 CATI will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
11. **Ownership of Intellectual Property**
- 11.1 All intellectual property and related material that is developed or produced under this Agreement will be the property of CATI.
- 11.2 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with CATI.
- 11.3 The Client will own and retain all rights to their data.
12. **Confidentiality**
- 12.1 Confidential information refers to any data or information relating to the Client, which would reasonably be considered private or proprietary to the Client and that is not generally known and where the release of the Confidential Information could reasonably be expected to cause harm to the Client.
- 12.2 CATI agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which CATI has obtained, except as authorised by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement.
- 12.3 All written and oral information and material disclosed or provided by the Client to CATI under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.
- 12.4 The provisions of this Clause shall survive the expire or termination of this Agreement.
13. **Dispute Resolution**
- 13.1 All disputes between the Parties arising out of or relating to this Agreement will be referred within seven (7) days of the dispute arising to the Client's Representative and CATI's Representative. Both representatives will take such reasonable steps to resolve the dispute and they consider appropriate.
- 13.2 If the dispute cannot be resolved by the above representatives within fourteen (14) days of notification of the dispute, the dispute will be referred to the Client's Director of Estate (or Similar) and the CATI's relevant Managing Director.

14. **No Partnership**

14.1 Save as expressly stated herein, nothing in this Agreement will create or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the CATI will be deemed to be or have become an employee of the Client.

15. **Severability**

15.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

16. **Notice**

16.1 All notice, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing.

17. **Third Party Rights**

17.1 The Parties do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Parties.

18. **Governing Law and Jurisdiction**

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.

18.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Variation Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. **Title / Headings**

19.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.