

# CUREE Standard Terms and Conditions

## 1. Basis of the Agreement

1.1. This Agreement constitutes a contract for Services between CUREE and the Customer as amended by any Special Conditions agreed by the Parties in the Schedule.

## 2. Definitions

2.1. In this Agreement the following words shall have the following meanings:

“Existing IPR” means all IPR owned or created or developed by a party other than during the course of the Services;

“New IPR” means all IPR created or developed by us during the course of the Services;

“IPR” means intellectual property including but not limited to patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, database rights, design right, trade secrets, know-how and all similar property rights in inventions, computer programs, designs, and confidential information;

“Deliverables” means any results, materials, information or reports provided by us under this Agreement.

“Services” means the totality of the work carried out by CUREE under this contract

“Consultant” means any person deployed by CUREE, including direct employees, associates and freelancers, to complete this contract

## 3. Services scope and description

3.1. When the Customer places an order, no contract shall arise until CUREE accepts this order in writing. The Customer’s order and CUREE’s acceptance shall together constitute an “Order” and unless otherwise agreed in writing these

provisions override any terms or conditions put forward or referred to by the Customer in its order.

3.2. CUREE will use all reasonable endeavours to perform the Services and provide the Deliverables in accordance with this Agreement and using the Consultants as referred to in the Schedule.

3.3. CUREE shall use all reasonable endeavours to meet the Planned Delivery Date for the Services and the Deliverables but any delivery dates quoted are intended as fair estimates only and are not binding or guaranteed.

3.4. Where CUREE needs to work on the Customer's premises, the Customer agrees to allow CUREE access to its premises, IT systems, and appropriate IT support as may be reasonably required to perform the Services.

#### **4. Confidentiality**

4.1. In relation to Confidential Information the Parties agree to treat it in confidence and to use it only for the Services;

4.2. In this Agreement "Confidential Information" means all information disclosed by one of us to the other party which has value by virtue of not being publicly known, but doesn't include any part of such information which: (i) is in or comes into the public domain in any way without breach of this Agreement; or (ii) the other can show was recorded in its files prior to receipt or can show to have been independently developed without recourse to the Confidential Information; or (iii) the other obtains from another source without breach of any obligation of confidentiality or non- use; or (iv) is required to be disclosed by law.

#### **5. Data Protection**

5.1. Curee and the Customer shall comply with any data protection, privacy and/or similar laws in the UK ("Data Protection Laws"), including but not limited to, the Data Protection Act 2018, that apply in relation to any personal data processed in connection with this Agreement ("Protected Data"), and render such assistance and

co-operation as is reasonably necessary or reasonably requested by the other party at the other party's reasonable cost.

## **6. Fees**

6.1. The Customer shall pay the Fees within 30 days of the date of the invoice (or in accordance with the Payment Schedule if one is specified) together with any reasonable expenses properly incurred in the course of performing the Services. The price is exclusive of applicable VAT.

6.2. If any sum is not paid in accordance with the Payment Schedule, then without prejudice to any other rights and remedies CUREE may have, CUREE may charge interest at 3% per year above the Bank of England's base lending rate from the invoice date until actual payment and on at least 4 days notice, suspend any or all of the Services until payment of the invoice, and any interest above, are received by CUREE.

## **7. Term and termination**

7.1. Without prejudice to any other right or remedy, either of the Parties may terminate this Agreement at any time by notice in writing to the other if:

7.2. the other is in material breach of this Agreement and the breach, if capable of remedy, is not remedied within 30 days of the other receiving notice of it; or

7.3. the other becomes insolvent or takes or suffers any similar or analogous action in any jurisdiction.

7.4. Clauses 4, 5, 6, 7, 8 & 9 shall survive this Agreement

## **8. Intellectual property**

8.1. Title to all Existing IPR shall remain with whichever party provided it.

8.2. Title to all New IPR shall remain with CUREE.

8.3. Subject to payment in full of all sums owing, CUREE hereby grants the Customer a royalty free non exclusive licence to use and exploit all New IPR contained in the

Deliverables and a non exclusive licence to use, in conjunction with the New IPR, all Existing IPR owned by CUREE which is included in the Deliverables.

8.4. CUREE warrants that as far as we are aware none of the IPR developed or created by it or its Consultants during the project will infringe any third party's IPR or have been misappropriated from any third party.

8.5. Each party undertakes that, at the request and expense of the other, they will do all acts and things and execute all deeds and documents that may be reasonably necessary for evidencing the rights licensed or assigned above.

## **9. Liability**

9.1. CUREE shall ensure that all work carried out by its Consultants is with the skill care and diligence to be reasonably expected of a skilled and experienced person working in this field. If the Consultant's services are not performed in accordance with this contract, CUREE agrees to perform free of charge such remedial services as may be necessary to correct any such defective aspects of the Services which become apparent within a reasonable time after the completion of the project.

9.2. CUREE will not be liable in any way for any increased costs or expenses, loss of profit, revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the Services or Consulting or of any error or defect in either or of the performance non-performance or delayed performance by CUREE under this Agreement.

9.3. CUREE's total aggregate liability for any loss or damage arising out of, or in connection with, the Services or this Agreement will not exceed the actual Fees received by it during the previous three months of this Agreement.

9.4. Nothing in this Agreement excludes or limits CUREE's liability for death or personal injury caused by its negligence or fraudulent misrepresentation.

9.5. Except for the warranties given in this Agreement, all implied or other warranties are excluded to the extent it can legally do so.

9.6. CUREE won't be deemed to break this Agreement or be liable for any delay, failure of performance or interruption of the Services to the Customer or loss caused by anything which is outside our reasonable control.

## 10. General

10.1. Any notice given under this Agreement shall be deemed well served if it is sent by first class recorded delivery address to CUREE at its registered office or to the Customer at the usual or last known place or residence in the UK. The day of service shall (unless the contrary is proved) be deemed to be two days after the date of posting.

10.2. Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

10.3. This Agreement constitutes the entire understanding between the Parties relating to the subject matter and supersedes all prior arrangements or promises in relation thereto only and may only be varied with the prior written agreement of each party.

10.4. Neither of us may transfer its rights or duties under this agreement without the other party's prior written consent, not to be unreasonably withheld. CUREE may reasonably delegate some of its rights or duties to third party contractors.

10.5. This Agreement does not create any partnership or agency relationship between the Parties.

10.6. Save as otherwise expressly agreed in this Agreement nothing in this Agreement confers or is intended to confer on any person who is not a party to this Agreement any right and/or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.7. No indulgence or forbearance by either party shall constitute a waiver under this Agreement.

10.8. This Agreement shall be governed by and construed in all aspects in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.