

The price for the provision of professional services is based on a consultancy day rate excluding VAT and reasonable incurred expenses, applied on a time and materials basis subject to the risks and caveats identified in earlier sections.

**Please note that the following shall apply.**

1. Payment terms are 30 days from the date of invoice. Invoices to be delivered monthly in arrears.
2. Ten10 (Ten10) shall not be liable for any failure of or delay in the performance of the Services or supply of the Work Product or any defect in the Services or Work Product, which is caused or contributed to by the Client failing to:
  - a) Comply with its specific responsibilities set out in the customer responsibilities section; or
  - b) Any other actions or omissions of the Client (or any third party appointed by or under the control of the Client).
3. In the case of such failure or delay, the timetable or any completion date agreed by the parties for the work specified in this proposal shall be automatically extended to the extent that the failure or period of delay was caused or contributed to by the Client/third party and the Client shall be responsible for paying any additional costs incurred by Ten10 as a result.
4. Ten10 reserves the right to substitute any Ten10 personnel with another similarly qualified/experienced Ten10 resource, subject to providing reasonable notice to the Client of the change.
5. Normal working hours are defined as 7.5 hours on any Monday – Friday, excluding public holidays in England and Wales, (normally worked between 9.00am – 17.30pm with an hour for lunch).
6. The total liability of Ten10 to the Client, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed the Consultancy Fees paid or payable. For the avoidance of doubt, the Supplier does not exclude liability for death or personal injury arising from its own negligence, fraud or fraudulent misrepresentation or for any other loss which it is not permitted to exclude under law.
7. Where the Client elects to terminate this Agreement and/or any one or more PROPOSAL(s) for its convenience, with regard to any or all of the Services then being provided by Ten10 under such PROPOSAL(s):
  - a) Then the Client shall provide the Supplier with written notice at least 4 weeks prior to the intended termination date.
  - b) In the event the Client elects to terminate any Service, or any PROPOSAL providing for such Service, during the term of such PROPOSAL(s), then Client shall pay Ten10 the agreed early termination fee (as specified in an applicable PROPOSAL).
8. The buyer agrees hereby that he will not, for the duration of this agreement and for a period of twelve (12) months after the termination of this agreement on behalf of himself or any other person, directly or indirectly, entice or solicit away or endeavour to entice or solicit away any employee or independent contractor of Ten10, with whom the buyer had dealings in connection with the work prior to the termination date.
9. If the buyer commits any breach of clause 7, and as a result of that breach, any employee or independent contractor leaves the employment, the buyer shall on demand pay to Ten10, by way of liquidated damages, a sum equal to one year's basic salary or annual fee that was payable by Ten10 to that employee or independent contractor (such sum to be calculated as at the date the employee or independent contractor left the employment).