

Bunnyfoot Limited
Standard Terms
Version 2.0

These terms will apply to each Customer in respect of Services provided by Bunnyfoot under a Proposal accepted by the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms ("Terms") the following words and phrases will unless the context otherwise requires have the following meanings:

Associated Company means any subsidiary or holding company or subsidiary of a holding company (as subsidiary and holding company are defined in the Companies Act 2006, as amended);

Bunnyfoot Bunnyfoot Limited, a company incorporated in England and Wales with registered number 03916863, whose registered office is Avalon, Oxford Road, Bournemouth, England, BH8 8EZ;

Business Day means 09.00 to 17.30 on any day except Saturdays, Sundays and bank holidays in England;

Confidential Information the trade secrets or confidential or proprietary information of Bunnyfoot or the Customer (as the case may be), but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of these Terms or any other duty of confidentiality; (b) which, when it was first disclosed to the other party, was already known by that party and that party was at the time of disclosure free to disclose; or (c) which, after being disclosed to the other party by Bunnyfoot or the Customer (as the case may be), was disclosed to that party again by a third party at liberty to disclose it without restriction;

Contract the contract constituted by a Customer accepting a Proposal in accordance with clause 1;

Customer a person that accepts a Proposal;

Day a working day of one employee of Bunnyfoot performing the Services being 7 hours (excluding travel time which shall be chargeable in addition where travel time exceeds 45 minutes at the beginning of the day and 45 minutes at the end of the day);

Intellectual Property Rights any rights in or to any patent, copyright, database right, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, moral right, know how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including all rights to apply for any of the foregoing rights;

Bunnyfoot

Proposal	a proposal or quote or the provision of services to the Customer by Bunnyfoot;
Quarter	the period of 3 calendar months starting on the Start Date and each subsequent period or 3 months during which Days allocated under a Subscription Contract must be used (or such other period as is agreed in the Proposal);
Quarterly Fee	in the case of a Subscription Contract the amount payable each Quarter under the terms of the Proposal;
Services	the services specified in the relevant Proposal;
Start Date	the date that the Proposal is accepted by the Customer;
Subscription Contract	a contract for the provision of Services under which the Customer agrees to pay a fixed amount per Quarter for a specified number of Days;
Works	any information, drawings, designs, reports, documents, materials, software and any other works created or provided to the Customer by Bunnyfoot.

2. INTERPRETATION

In these Terms, unless the context otherwise requires:

- 2.1 References to a party mean Bunnyfoot or the Customer as the case may be;
- 2.2 references to any statute, statutory provision or statutory instrument or order include:
 - 2.2.1 references to that statute, statutory provision or statutory instrument or order as from time to time amended, extended, consolidated or re-enacted; and
 - 2.2.2 all rules, regulations, statutory instruments or orders made under them as from time to time amended, extended, consolidated or re-enacted;
- 2.3 words importing a gender will include all genders;
- 2.4 the Clause headings are for convenience of reference only and will not affect the construction or interpretation of these Terms;
- 2.5 references to any person include references to any human being, company body, corporate, association, joint venture, partnership, trust and any legal entity capable of suing and being sued and references to the singular will include the plural;
- 2.6 "including" will be understood to mean "including without limitation" and "includes" and "include" will be understood similarly; and

Bunnyfoot

2.7 in the case of conflict or ambiguity between any these Terms and any provision of a Proposal the provisions of the Proposal will take precedence.

3. CONTRACT FOR PROVISION OF SERVICES

3.1 The acceptance in writing, including by email, of a Proposal by the Customer will constitute a binding contract between the Customer and Bunnyfoot for the provision of the Services on these Terms.

3.2 The Contract will take effect from the Start Date and will continue:

3.2.1 in the case of a Subscription Contract until either party serves not less than 3 months' written notice on the other to expire not earlier than the end of the initial term specified in the subscription acceptance form or, if not specified, the first anniversary of the Start Date; and

3.2.2 in the case of any other Contract until the Services are completed, or as otherwise set out in the Proposal, subject always to early termination under Clause 10.

4. SUPPLY OF SERVICES

4.1 Bunnyfoot will provide the Services in accordance with the relevant Proposal.

4.2 Bunnyfoot will use all reasonable efforts to adhere to the provisions of any timetable included in the Proposal.

4.3 The Customer will provide all such information, material, facilities and other assistance as Bunnyfoot may reasonably request in order to assist Bunnyfoot to provide the Services or otherwise perform its obligations under the Proposal.

5. SUBSCRIPTION CONTRACT

5.1 The number of Days allocated and the Services to be provided under a Subscription Contract will be as specified in the Proposal.

5.2 Unless otherwise agreed, Days will be allocated per Quarter and the Customer may call off such Days at any time during the Quarter but:

5.2.1 any additional Days required in the Quarter must be paid for in advance, and

5.2.2 any Days not used in one Quarter may not be carried forward to the next.

5.3 If any period of exclusivity is specified in the Proposal, the Customer will not appoint, or order or buy from, any other person any services that are similar to and/or compete with the Services for the term of exclusivity stated in the Proposal (or in default of any agreement to the contrary, during the term of this Contract).

6. CHARGES

6.1 The Customer will pay:

Bunnyfoot

6.1.1 in respect of a Subscription Contract, the Quarterly Fee in advance on or before the first Business Day of the Quarter: and

6.1.2 in respect of any other Contract, 50% of the amount specified in the Proposal on the Start Date and the balance on completion of the Services.

All such amounts are (unless otherwise stated) expressed exclusive of any applicable value added tax (VAT) which will be paid by the Customer.

6.2 Bunnyfoot may increase the Quarterly Fee at any time after the first anniversary of the Start Date on not less than 3 months' notice.

6.3 All invoices shall be paid within 30 calendar days of the invoice date.

6.4 If the Customer cancels all or part of a Contract within 20 Business Days of the proposed start of the Services the Customer will pay for external costs, fees and charges which cannot be cancelled without charge including recruitment, travel, accommodation and facility hire and, in addition, if the cancellation is within:

6.4.1 10 to 6 Business Days of the proposed start of the Services then 50% of the cost of the Services cancelled will be payable; or

6.4.2 5 Business Days or less of the proposed start of the Services then 100% of the cost of the Services cancelled will be payable.

In the event of cancellation or deferment of the Services due to the acts or omissions of the Customer, Bunnyfoot shall use reasonable endeavours to redeploy the affected personnel and will only charge the fees set out in clause 6.4.1 and 6.4.2 if it is unable to redeploy such personnel on other chargeable work.

6.5 Where the Customer reasonably disputes any payment it will be entitled to withhold payment of the disputed amount pending resolution of the dispute but will pay the undisputed amount in accordance with these Terms.

6.6 The Customer will reimburse all expenses reasonably incurred by Bunnyfoot in performing the Services subject to the provision of valid VAT receipts.

6.7 In the event of late payment, Bunnyfoot reserves the right, after notice to the Customer, to charge interest from the due date until payment at the statutory interest rate. Also, Bunnyfoot will be under no obligation to continue supplying the Services while any invoice remains unpaid 20 Business Days after the due date until all outstanding sums have been paid.

7. WARRANTIES

7.1 Bunnyfoot warrants that it will perform the Services with all reasonable care and skill.

7.2 Bunnyfoot will use all reasonable efforts to ensure that the Services and the Works do not infringe the Intellectual Property Rights of any third party.

Bunnyfoot

- 7.3 Bunnyfoot give no warranty whatsoever that the Works can be used in a commercially profitable manner or will produce any commercial result which the Customer may desire. The sole responsibility for profitable use of the Works rests with the Customer.

8. CONFIDENTIALITY

- 8.1 Neither party may disclose to any other person the contents of a Proposal or the Works or use or disclose any of the Confidential Information of the other except:

8.1.1 when required to do so by law or any regulatory authority; and

8.1.2 to its (or any of its Associated Companies) employees, contractors, directors, agents or advisers whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person is informed of the obligations of confidentiality under these Terms and complies with those obligations as if they were bound by them.

9. LIABILITY

- 9.1 Except as expressly stated in clause 9.2:

9.1.1 Bunnyfoot will have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether they are suffered directly or indirectly or are immediate or consequential, for loss of profits, loss or corruption of data, anticipated savings, business opportunity or goodwill;

9.1.2 Bunnyfoot will have no liability for any indirect or consequential losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer);

9.1.3 Bunnyfoot will have no liability to the Customer where delay in the provision of the Services is caused by the Customer's unavailability or prompt provision of instructions; and

9.1.4 the total liability of Bunnyfoot, whether in contract, tort or otherwise and whether in connection with a Proposal, these Terms or otherwise, will in no circumstances exceed a sum equal to the amounts payable to Bunnyfoot under the Proposal in the 12 months immediately before the cause of action arose; and

9.1.5 the Customer acknowledges that no representations were made prior to entering into these Terms and agrees that, in entering into these Terms, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Proposal. The Customer will have no remedy in respect of any representation (whether written or oral) made to it on which it relied in entering into these Terms and Bunnyfoot will have no liability otherwise than under these Terms.

- 9.2 Bunnyfoot will be liable for death or personal injury resulting from its negligence or that of its employees whilst acting in the course of their employment and the scope of their

authority, for fraud and fraudulent misrepresentations and for any other loss or damage in respect of which liability cannot lawfully be excluded.

- 9.3 Bunnyfoot will be liable to the Customer in respect of damage to the Customer's tangible property resulting from a tortious act or omission (including negligence) of its employees, agents or sub-contractors or software partners up to a maximum value £1,000,000.

9.3 Notice periods

Bunnyfoot will not be liable for any claim arising under these Terms unless the Customer gives Bunnyfoot written notice of the claim within 6 months of becoming aware of the circumstances giving rise to the claim or, if earlier, 6 months from the time the Customer ought reasonably to have become aware of such circumstances.

9.4 General

The parties acknowledge that, having regard to all the circumstances, the provisions of this Clause are fair and reasonable.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that Intellectual Property Rights in the Works belong and will belong to Bunnyfoot or its licensors and the Customer will have no right to the Works except as provided in this clause.

- 10.2 Bunnyfoot grants a non-exclusive, non-transferable, royalty free licence to the Customer to use the Works for its own internal purposes for the duration of the applicable copyright period. The Customer shall not be entitled to sell, assign, sub-licence, delegate, transfer or otherwise dispose of whether directly or indirectly any of its rights to use the Works.

11. EMPLOYEES AND CUSTOMERS

- 11.1 The Customer will not (and will ensure that none of its Associated Companies will) engage at any time during the term of the Contract and for a period of 6 months following its termination (i) any employee who was employed or (ii) any consultant who was hired by Bunnyfoot to provide the Services to the Customer whether as employee, consultant or independent contractor or in any other capacity without the prior written consent of Bunnyfoot. The parties acknowledge that the replacement of any such employee or consultant requires the expenditure of time and expense for which Bunnyfoot is entitled to recover as liquidated damages an amount equal to 50% of the gross annual salary or fee of the individual concerned as at the time of the breach. This provision shall be without prejudice to Bunnyfoot's right to seek injunctive relief and shall not apply to employees or consultants earning less than £20,000 per annum.

- 11.2 The Customer will not and will ensure that none of its Associated Companies will at any time during the term of the Contract and for a period of 6 months following its termination sell or attempt to sell any services that compete with Bunnyfoot's business to any customer of Bunnyfoot with which the Customer has contact during the term of the relevant Contract or becomes aware of as a consequence of the performance of the Services.

12. TERMINATION

- 12.1 Either party may terminate the Contract immediately by serving written notice on the other if:
- 12.1.1 the other commits any material breach of these Terms which, if capable of remedy, is not remedied within 30 calendar days of notice from that party specifying the breach and requiring its remedy; or
 - 12.1.2 if either party (being a company) becomes insolvent, is wound up, has an administrator or receiver appointed over its assets, makes any voluntary arrangement with its creditors or go into liquidation or (being an individual or partnership) does anything analogous to any of these acts or events.
- 12.2 The provisions of Clauses 8 – 22 (inclusive) will survive the termination of these Terms and continue in full force and effect.

13. TRANSFER OR ASSIGNMENT

Neither party may assign or sub-license its rights under these Terms without the prior written consent of the other except as provided in these Terms.

- 13.1 We may assign, transfer, mortgage, or deal in any other manner with all or any of our rights and obligations under this agreement without your prior written consent.

14. NOTICES

- 14.1 All notices from one party to another under these Terms will be in writing, signed by a duly authorised person, and sent to the company secretary at the address specified on page 1 of these Terms or the acceptance form (or such other address as may be notified in writing by the party from time to time).
- 14.2 Any notice shall be deemed to have been served:
- 14.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 14.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
 - 14.2.3 if sent by e-mail, at 9.00 am on the next Business Day after receipt of successful transmission.
- 14.3 For the purposes of clause 14, if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the next Working Day in the place of receipt.
- 14.4 Service of notice by e-mail does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution, where service of notice by hand or by post is expressly required.

15. SEVERABILITY

If any provision or part of the Terms is held to be invalid or unenforceable to any extent then it will be severed from the rest of these Terms so that it is ineffective to the extent that it is invalid or unenforceable and the remaining provisions or part of these Terms will remain in full force and effect.

16. WAIVER

The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach.

17. WHOLE AGREEMENT

The Contract, the Proposal and these Terms constitute the entire agreement between the parties in connection with the subject matter of the Proposal, and supersede all prior oral and written agreements, understandings and correspondence. The parties acknowledge that no reliance is placed on any communication, representation or agreement made but not embodied in the Contract, the Proposal and these Terms and hereby waive any right either party may have in respect of any misrepresentation not contained therein, unless such misrepresentation was made fraudulently. For the avoidance of doubt, the Contract, the Proposal, these Terms and all payments thereunder shall be enforceable as from the date hereof and shall not at any time be contingent upon receipt of a purchase order from the Customer.

18. AMENDMENT

18.1 Bunnyfoot may amend these Terms from time to time and each Proposal will be subject to Terms current at the time the relevant Proposal is accepted.

18.2 A Proposal may be amended only by an agreement in writing signed by Bunnyfoot and the Customer.

19. PUBLICITY

Each party may state in its publicity and marketing materials that the other is a provider or customer (as the case may be) of information services of the type described in these Terms.

20. FORCE MAJEURE

No cause of action will arise if the discharge of any duty is prevented or delayed, or accrual of any liability on the part of either party is occasioned, as the case may be, by any event beyond the control of that party including any of the following: act of God, governmental act, war, terrorism, fire, flood or other natural disaster, explosion or civil commotion, epidemic, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

21. THIRD PARTY RIGHTS

Any person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Contract.

22. DISPUTE RESOLUTION

Should a dispute arise between the parties in relation to the Contract, the Proposal or these Terms then prior to pursuing any legal rights the aggrieved party must provide written notification of the problem to a Director of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved party must provide written notification of the problem to the Managing Director (or

Bunnyfoot

equivalent position) of the other party. Both parties shall then use all reasonable endeavours to resolve the dispute within a further twenty-one (21) calendar days. Should there still be no resolution in this thirty five (35) calendar day period then the aggrieved party is entitled to pursue its legal rights.

23 GOVERNING LAW

The Contract and these Terms will be governed by and Interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England.