

Background:

- (A) All contracts are subject to an agreed Statement of Work.
- (B) Concept First Limited provides IT services including IT consultancy and software design and development.
- (C) The Client wishes to use the Concept First Limited's service in its business operation.
- (D) Concept First Limited has agreed to provide and the Client has agreed to take and pay for Concept First Limited's service subject to the terms and conditions of this Agreement.

1. **INTERPRETATION**

1.1 Definitions:

Acceptance Criteria	if used, the acceptance criteria set out in the Statement of Work or as otherwise agreed between the parties.
Acceptance Tests	The tests of the Bespoke Software after installation to be agreed in accordance with Clause 6 and included in the Statement of Work.
Authorised Users	those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation.
Bespoke Software	software programs developed by Concept specifically for the Client as part of the Services as listed in the Statement of Work.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	09:00 to 17:00 each Business Day.
Charges	the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment).
Client	the individual or organisation who engages the Services of Concept as set out in the Statement of Work
Concept	Concept First Limited whose registered offices are at Great Pitt Farmhouse, Silverton, Exeter EX5 4BW with registered company number 04325140.
Conditions	these terms and conditions, as amended from time to time in accordance with clause 15.5.
Contract	the contract between Concept and the Client for the supply of Services in accordance with these Conditions.
Change of Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.
Customer	potential or actual customers of the Client.
Deliverables	the following deliverables:



the Bespoke Software;
all Materials; and
any other such item as may be set out in the Statement of Work.

Installation Date	the estimated date by which Concept will complete installation of the Bespoke Software as specified in the Statement of Work.
Intellectual Property Rights	rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Materials	all information, documents, plans and other items provided to the Client which form part of or relate to the Services, including any user instructions for the Services if applicable.
Payment Terms	the terms for payment of the Charges in relation to all or part of the Services as set out in the Statement of Work.
Privacy and Data Protection Requirements (PDPR)	the Data Protection Act 1998 (the DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
Services	the services supplied by Concept to the Client as set out in the Statement of Work.
Statement of Work	the document marked as such which sets out the Services to be provided by Concept to the Client.
Start Date	the date on which Concept agrees to provide the Services to the Client (or such other date as the parties may mutually agree).
Term	the duration for which the Services will be provided, as set out in the Statement of Work.

- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force on the Start Date.
- 1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Should any conflict arise between these conditions and the Statement of Work (including the Payment Terms), these Conditions shall take precedence over the Statement of Work.

2. SUPPLY OF SERVICES

- 2.1 In consideration of the Charges, and upon Concept's written acceptance, Concept shall supply the Services to the Client in accordance with the Statement of Work in all material respects and use reasonable care and skill in the provision of the Services.
- 2.2 Concept shall use reasonable endeavours to meet any performance date or timescale agreed by the parties and set out in the Statement of Work (including the Installation Date where applicable). Concept shall not be liable to the Client for any losses incurred as a result of any delay in performance.
- 2.3 Concept shall use commercially reasonable endeavours to make the Bespoke Software available 24 hours a day, seven days a week except for:
- 2.3.1 planned maintenance carried out during window outside of Business Hours (or other such time frame as set out in the Statement of Work);
 - 2.3.2 unscheduled maintenance performed outside Normal Business Hours, provided that Concept has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance; and

this clause does not infer the provision of any ongoing hosting or support by Concept except where specifically set out in the Statement of Work.

- 2.4 Where provision of the Services includes provision of Bespoke Software, Concept hereby grants to the Client a non-exclusive, non-transferable right, without the right to grant sub licences, to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Client's internal business operations.
- 2.5 Concept reserves the right to amend these Conditions, the Payment Terms or Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and Concept shall notify the Client in any such event.
- 2.6 Concept shall provide and use its own equipment in the provision of the Services except where the Client has provided specific equipment for the provision of some or all of the Services and the same is noted in the Statement of Work.
- 2.7 Concept shall provide Materials for the provision of the Services as required.
- 2.8 Concept may use open source codes in the provision of the Services and the Client hereby agrees and acknowledges such use.
- 2.9 Where Concept provides ad-hoc guidance/consultation on issues within the provision of Services such guidance is for reference only and is not binding on Concept and Concept gives no guarantee as to the validity of any advice. For the avoidance of doubt the Client should seek independent legal advice as required.

3. CLIENT'S OBLIGATIONS

- 3.1 The Client shall:
- 3.1.1 ensure that any information it provides to Concept is complete and accurate;
 - 3.1.2 warrants that any data it provides to Concept (or grants Concept access to) complies with the PDPR;
 - 3.1.3 ensure that the Authorised Users use the Bespoke Software in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

- 3.1.4 where appropriate to the nature of the work conducted by Concept, in relation to Authorised Users:
- (a) not allow any account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User in which case the prior Authorised User shall no longer have any right to access or use the Services and or the Materials;
 - (b) ensure each Authorised User shall keep a secure password for their use of the Services and Materials, that such password shall be changed and that each Authorised User shall keep their password confidential;
 - (c) maintain a written, up to date list of current Authorised Users and provide such list to Concept within 5 Business Days of Concept's written request at any time.
- 3.1.5 co-operate with Concept in all matters relating to the Services;
- 3.1.6 keep all Materials, equipment, documents and other property of Concept at the Client's premises in safe custody at its own risk and not dispose of or use the property of Concept other than in accordance with Concept's written instructions or authorisation;
- 3.1.7 make available such services and facilities as required by Concept to provide the Services;
- 3.1.8 not replicate, disseminate or use the Materials or the Bespoke Software for any other purpose than that as set out by Concept in the Statement of Work and/or during the provision of the Service;
- 3.1.9 comply with all applicable laws and regulations with respect to its activities;
- 3.1.10 provide Concept with access to the Client's online accounts as reasonably required by Concept;
- 3.1.11 maintain all necessary licences, permissions and accounts required for Concept to provide the Services;
- 3.1.12 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Materials and the Bespoke Software and, in the event of any such unauthorised access or use, promptly notify Concept.
- 3.1.13 comply with any additional obligations as set out in the Statement of Work; and
- 3.1.14 except as set out in this Agreement indemnify Concept against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Concept arising out of or in connection with any breach of the Client's obligations under these Conditions.

4. CHANGES TO STATEMENT OF WORK

- 4.1 The Statement of Work may be amended at any time provided that both parties agree to the changes.
- 4.2 Concept may issue to the Client further Statements of Work during the Term. A Statement of Work accepted by the Client will form part of the Contract.

4.3 Concept reserves the right to change Payment Terms if necessary due to changes to an existing Statement of Work or acceptance of a new Statement of Work by the Client. The Client will be notified of the changes in writing before any changes are implemented. If the Client gives any instruction to proceed then the revised prices shall bind the Client and form part of this agreement.

5. **CHARGES AND PAYMENT**

5.1 The Charges for the Services shall be calculated in accordance with Concept's fee rates, as set out in the Payment Terms of the Statement of Work.

5.2 The Client shall pay each invoice submitted by Concept in accordance with the relevant Payment Terms of the Statement of Work. Except where expressly stated otherwise in the Statement of Work, Concept shall have the right to invoice for any time budgeted for but not spent in each calendar month.

5.3 Estimates and Statement of Work provided by Concept are valid for thirty days from the date of issue and are subject to final survey and technical appraisal,

5.4 All amounts payable by the Client under the Contract are exclusive of tax, including any Value Added Tax.

5.5 If the Client fails to make a payment due to Concept under the Contract by the due date, then, without limiting Concept's other remedies, the provision of the Service may be suspended and the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

5.6 Interest under this clause 5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. **ACCEPTANCE TESTS**

This clause 6 and clause 7 shall only apply if provision of the Services includes provision of Bespoke Software.

6.1 No later than 30 days from the Start Date, the Client shall deliver proposed user acceptance criteria to Concept and test data for the Acceptance Tests for the Bespoke Software. These criteria and data shall be such as are reasonably required to show that the Bespoke Software complies with the Statement of Work. Concept shall provide the Client with reasonable assistance to prepare such user acceptance criteria and test data at the Client's request and at Concept's standard rates then in force. The parties shall use best endeavours to agree the Acceptance Tests for the Bespoke Software within ten days from the date of delivery to Concept of the proposed criteria and data.

6.2 The Client shall carry out the agreed Acceptance Tests for the Bespoke Software within ten days of its Installation Date. The Acceptance Tests shall be started as soon as reasonably possible after installation and shall be run continuously during Business Hours. The Client shall give Concept at least 24 hours' notice of the start of the Acceptance Tests, and permit Concept to observe all or any part of the testing.

6.3 If the Bespoke Software fails to pass the Acceptance Tests, the Client shall, within 5 days from the completion of the Acceptance Tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). Concept shall remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.

- 6.4 If any aspect of the Bespoke Software fails in some material respect to pass any repeated Acceptance Tests within four weeks from the date of its second submission to the Acceptance Tests, then the Client may, by written notice to Concept, choose at its sole discretion:
- 6.4.1 to fix (without prejudice to the Client's other rights and remedies) a new date for carrying out further tests on the Bespoke Software on the same terms and conditions. If the Bespoke Software fails such further tests then the Customer may request a repeat test under this clause 6.4.1;
 - 6.4.2 to permit installation of the Bespoke Software subject to such change of acceptance criteria, amendment of the Statement of Work and/or reduction in the Charges as, after taking into account all the relevant circumstances, is reasonable; or
 - 6.4.3 if Concept is unable to correct material defects within a period of three months from the commencement of Acceptance Tests under clause 6.2, to reject the Bespoke Software as not being in conformity with the agreement, in which event the Client may terminate this Agreement and clause 13 and clause 14 shall take effect.

7. **ACCEPTANCE**

Acceptance of the Bespoke Software shall be deemed to have occurred on whichever is the earliest of:

- 7.1.1 confirmation by the Client that the Acceptance Tests have been passed;
- 7.1.2 the expiry of five days after the completion of all the Acceptance Tests, unless the Client has given any written notice under clause 6.3;
- 7.1.3 the expiry of ten days after the Installation Date of the Bespoke Software if the Acceptance Tests for that module have not started, or have not been pursued with due diligence; or
- 7.1.4 the use of the Bespoke Software by the Client in the normal course of the Business.

8. **INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by Concept) shall be owned by Concept.
- 8.2 Upon payment of all Charges due from time to time, Concept grants to the Client a royalty free, perpetual, worldwide, non-exclusive, licence to Concept's Intellectual Property Rights which may arise during the course of the Services.
- 8.3 Where Moral Rights (as defined in the Copyright, Designs and Patents Act 1988) arise by either party, such rights are hereby irrevocably waived.
- 8.4 Concept acknowledges and agrees that all details of Customers provided by the Client belong to and remain the sole property of the Client.
- 8.5 The Client grants Concept a non-exclusive licence to the Client's Intellectual Property Rights for the duration and sole purpose of receiving the Services.
- 8.6 For the avoidance of doubt, the Contract does not grant the Client any right to use Concept's Intellectual Property Rights or any provided materials for purposes other than receiving the Services or for use in the day to day operations of the Client's business
- 8.7 Both parties shall abide by the PDPR.

- 8.8 Both parties agree that each is a Data Controller and does not process Personal Data for and on behalf of the other party.
- 8.9 Each party shall take sole liability and indemnify the other for any breach of the PDPR arising out of its action or failure to act.

9. **CONFIDENTIALITY**

- 9.1 Both Parties undertake to the other that it shall not at any time during the Contract, and for a period of three years after termination or expiry of the Contract, disclose to any person any confidential information concerning the events, experiences, proprietary techniques, business, affairs or clients of the other party, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. For the avoidances of doubt, the Statement of Work and Materials are confidential information.
- 9.2 The Client shall not use Concept's confidential information for any purpose other than to receive the Services.
- 9.3 Concept may inform third parties that it has provided the Services to the Client.

10. **EMPLOYMENT OF CONCEPT EMPLOYEES**

- 10.1 In order to protect the legitimate business interests of Concept, the Client agrees not to:
- 10.1.1 employ or contract any Concept employee, business contractor or agent, who works on behalf of Concept;
 - 10.1.2 solicit or attempt to solicit any Concept employee, business contractor or agent, who work on behalf of Concept; or,
 - 10.1.3 induce any Concept employee, business contractor or agent, who work on behalf of Concept, to leave the employment of Concept to work for any third party.

These restraints shall be in force for the Term and for 12 months from the date of termination or expiry of this Contract, howsoever arising.

11. **INDEMNITY**

- 11.1 The Client shall defend, indemnify and hold harmless Concept against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Bespoke Software and/or the Materials, provided that:
- 11.1.1 the Client is given prompt notice of any such claim;
 - 11.1.2 Concept provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - 11.1.3 the Client is given sole authority to defend or settle the claim.
- 11.2 Concept shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom Intellectual Property Rights created or used by Concept for the Customer, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 11.2.1 Concept is given prompt notice of any such claim;
 - 11.2.2 the Client provides reasonable co-operation to Concept in the defence and settlement of such claim, at Concept's expense;

- 11.2.3 Concept is given sole authority to defend or settle the claim; and
- 11.2.4 the value does not exceed the insured amount set out in clause 11.6.
- 11.3 In the defence or settlement of any claim, Concept may procure the right for the Client to continue using the Services and/or Bespoke Software and/or the Materials, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 11.4 In no event shall Concept, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
 - 11.4.1 a modification of the Services or Materials by anyone other than Concept; or
 - 11.4.2 the Client's use of the Services or Materials in a manner contrary to the instructions given to the Client by Concept;
 - 11.4.3 the Client use of other Services or Materials before or after the Start Date; or
 - 11.4.4 the Client's use of the Services or Materials after notice of the alleged or actual infringement from Concept or any appropriate authority.
- 11.5 The foregoing clause 11 states the Client's sole and exclusive rights and remedies, and Concept's (including Concept's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Right.
- 11.6 Concept shall hold professional indemnity insurance as to the value of £1million for up to 12 months from the Start Date.

12. **LIMITATION OF LIABILITY**

- 12.1 Nothing in the Contract shall limit or exclude either parties' liability for:
 - 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Concept shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss, including but not limited to loss of profits, sales or business, agreements or contracts, anticipated savings, use or corruption of software, data or information, and damage to goodwill.
- 12.3 Subject to clauses 12.1 and 12.2, Concept's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total Charges paid under the Contract to the date of the alleged breach.
- 12.4 This clause 12 shall survive termination of the Contract.

13. **TERM & TERMINATION**

- 13.1 The Contract shall start on the Start Date and continue until the Term and expire at the end of the Term unless a new Term is mutually agreed between the Parties.

- 13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified to do so;
 - 13.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - 13.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
 - 13.2.4 an order is made for the appointment of an administrator, or an administrator is given or an administrator is appointed, over the other party (being a company);
 - 13.2.5 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.2.6 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 13.2.7 the other party suspends or ceases carrying on all or a substantial part of its business;
 - 13.2.8 any event occurs, or proceeding is taken that has an effect equivalent or similar to any of the events mentioned in clause 13.2.2 to clause 13.2.7 (inclusive); or
 - 13.2.9 there is a Change of Control of the other party.
- 13.3 In the event of termination by the Client, the Client will be liable for all fees, charges and costs for Services provided up to and including the final day on which any or all of the Service is provided. This includes any third party cost incurred by Concept on the Client's behalf and with their consent.
- 13.4 Without affecting any other right or remedy available to it, Concept may terminate the Contract with immediate effect by giving written notice to the Client if:
- 13.4.1 the Client fails to pay any amount due under the Contract on the due date for payment; or
 - 13.4.2 the beneficial ownership of more than 50% of the issued share capital of the Client or the legal power to direct or cause the direction of the general management of the Client changes.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 On termination of the Contract the Client shall:
- 14.1.1 immediately pay to Concept all of Concept's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Concept shall submit an invoice, which shall be payable by the Client immediately on receipt; and
 - 14.1.2 return any and all property of Concept held by or at the premises of the Client. If the Client fails to do so, then Concept may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose.
- 14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. **GENERAL**

15.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15.2 **Assignment.** Concept may assign or sub-contract any of its obligations under the Contract from time to time.

15.3 **Counterparts.** These Conditions may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15.4 **Entire agreement.**

15.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions or the Statement of Work. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions or the Statement of Work.

15.5 **Variation.** Concept may amend these Conditions from time to time by issuing revised Conditions to the Client in writing.

15.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.8 **Notices.**

15.8.1 A notice given to a party under or in connection with these Conditions shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

15.8.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method (to the addresses provided in the Statement of Work)	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next	Midday on the second Business Day after

Business Day delivery service providing proof of postage.	posting or at the time recorded by the delivery service – whichever is earlier.
Email	At the time of transmission if during Business Hours, otherwise at 10:00am on the next Business Day after transmission.

15.8.3 This clause 15.8 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.

15.9 **Third party rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it.

15.10 **Governing law & Jurisdiction.** The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Client and Concept submit.