

PART A - STANDARD TERMS AND CONDITIONS

MASTER AGREEMENT

Between

("Company")

AND

("Customer")

CUSTOMER ADDRESS Company No XXXXXXXX

For the provision of the following services

Schedule	Service	Schedule in place	Commencement Date	Term	Charges (ex VAT)
1					One Off: £ Monthly in advance: £
2					One Off: £ Monthly in advance: £
3					One Off: £ Monthly in advance: £

Details of the Services are in the following schedules within this master agreement document:
SCHEDULE X to SCHEDULE X

	On behalf of Company	On behalf of Customer
Signed		
Name		
Position		
Date	17/05/2022	17/05/2022

PART B – GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In this Agreement the following definitions shall have the following meanings:

ADDITIONAL CHARGES	The Company current standard time and material charges as notified by the Company to the Customer from time to time;
AGREEMENT	Part A, this Part B and the Schedules identified in Appendix A to B as part of the Services;
BUSINESS HOURS	Monday to Friday 9am to 5pm UK time excluding bank and public holidays;
CAPPED HOURS	the number of hours agreed to be provided by the Company as specified in the relevant Schedule and as may be amended from time to time in accordance with this Agreement;
CONFIDENTIAL INFORMATION	all information relating to either the Company or the Customer (including but not limited to information in respect of the Services (or any of them)) which might fairly be considered to be of a confidential nature;
DELIVERY DATE	the delivery date (if any) for the supply of the Services as set out on Part A. In the event that no Delivery Date is stipulated then the Company shall use its reasonable endeavors to deliver within a reasonable period;
EQUIPMENT	the equipment detailed in the relevant Schedule and Appendix A;
IPR	all trademarks, service marks, patents, know-how, copyright (including but not limited to copyright deriving from installation guides, help guide, drawings and all source code formats, templates and routines), design rights, registered designs, database rights together with any applications to register any of the same anywhere in the world;
PART A	the front page attached to this Part B and headed Standard Terms and Conditions;
PART B	these general terms and conditions;
PART C	the section attached to this Part B detailing the services to be provided;
APPENDIX A	Service Level Agreement (SLA) for service;
PARTIES	the Customer and the Company;
PRICE	the costs set out in Part A and payable in accordance with this Agreement;
SECTION	the schedules attached to this Part B in the relevant Appendix;
SERVICES	the services required by the Customer to be undertaken by the Company details of which are set out in the relevant Schedule.

1.2 In the event of conflict between Part A, Part B and the Schedules then the order of priority will be the Schedule, Part B and Part A.

1.3 All references in this Agreement to the singular shall mean the plural and vice versa, all references to person shall include companies, partnerships and other organisations and all references to the masculine shall include the feminine and neuter and vice versa.

2. The Company Obligations and Rights

- 2.1 Subject to this Agreement, the Company shall provide the Services, and do so in accordance with the Service Levels as described in Appendix B.
- 2.2 Any stated Delivery Date will be agreed by the Company and the Customer.
- 2.3 The Company may, in its sole discretion, subcontract at any time any or all of its obligations under this Agreement to any third party/ies.
- 2.4 Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be construed as owing any greater duty than the use of reasonable skill and care in accordance with the normal standards of its profession.
- 2.5 The Company
 - a. shall complete its obligations in a timely and professional manner
 - b. acknowledges that Customer ability to perform its obligations under this Agreement is dependent upon the Company full and timely co-operation with Customer and the accuracy and completeness of any information the Company provides to Customer;
 - c. shall be liable to Customer indemnified against any cost, claim, damage or expense incurred by Customer as a consequence of any breach by the Company of its obligations hereunder. For the avoidance of doubt, nothing in this Agreement shall mean that Customer is liable for any advice or data produced by the Company using the Companies services;
 - f. appoint one or more representatives (as reasonably required by Customer) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Customer and possess the necessary expertise and authority to commit the company;
 - g. forthwith notify Customer of any problem, error or complaint in respect of the Managed Services giving full details of such problem, error or complaint;
 - h. carry out such remedial or corrective action as Customer may request from time to time in respect of the Services.

3. Customer's Obligations

- 3.1 The Customer:
 - a. shall complete its obligations in a timely and professional manner;
 - b. acknowledges that the Company's ability to perform its obligations under this Agreement is dependent upon the Customer's full and timely co-operation with the Company and the accuracy and completeness of any information the Customer provides to the Company;
 - c. shall be liable to the Company for reasonably foreseeable and fully mitigated costs, claim, damage or expense incurred by the Company as a consequence of any breach by the Customer of its obligations hereunder;
 - d. in reasonable notice, shall provide free, unrestricted and uninterrupted access to such information, documentation, facilities, working space and personnel deemed necessary by the Company to enable the Company to perform its obligations;
 - e. appoint one or more representatives (as reasonably required by the Company) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Company and

possess the necessary expertise and authority to commit the Customer;

- f. forthwith notify the Company of any problem, error or complaint in respect of the Managed Services giving full details of such problem, error or complaint;
- g. shall promptly consider such reasonable remedial or corrective action as the Company may request from time to time in respect of the Services.
- h. The Company will be responsible for issues arising where the Customer has acted in reliance on the recommendations of the Company.

4. Price and Payment

- 4.1 The Price does not include value added tax which shall be payable by the Customer in addition and in the manner and at the rate from time to time prescribed by law. All charges are estimates unless expressly stated.
- 4.2 Payment of the Price together with value added tax on it shall be paid by no later than the appropriate payment date as set out in Part A or within 30 days after the receipt by the Customer of appropriate invoices whichever is the earlier. For the avoidance of doubt, the Company shall not be obliged to carry out any of the Services if the Price (or any part of it) remains unpaid after its due date for payment.
- 4.3 The Company reserves the right to charge the Customer interest in respect of the late payment of any sum due under this Agreement (as well after as before judgment) at the rate of 3 per cent. per annum above Barclays Bank base rate from time to time until payment (before and after judgement).
- 4.5 The Company will invoice the Customer monthly price in advance; the Customer will resolve any cross charging to other parts of its organisation.

5. Title and the Services

- 5.1 The Customer acknowledges that any and all IPR subsisting in or used or in connection with the Services including all documentation and manuals relating to it are and remain the sole property of the Company.
 - a. It is acknowledged that the Agreement is not intended to result in the transfer of any of the Customer's rights to the Company
 - b. Notwithstanding Clause 6.4 it is agreed that where the Company provides documentation or software code (perhaps as a bug fix) to the Customer, the Customer is provided with a free, perpetual and non-terminable right to use such documentation and code.
- 5.2 Unless expressly agreed in writing by the Company, the Services do NOT cover:
 - a. daily user/operator computer maintenance recommended in the manufacturer's operators manual for the Equipment;
 - b. additional work carried out by the Company other than in supplying the Services;
 - c. network cabling infrastructure;
 - d. modifications necessary to comply with legislation;
 - e. remedying any failure or problem with the Equipment which arises as a consequence of any neglect, misuse or failure to follow any instructions (including without limit any restrictions relating to the environmental conditions required for the Equipment) relating to the Equipment, on the part of the Customer
 - f. any failure by the Company to carry out its obligations as a direct and proportionate consequence of any act or omission of the Customer;
 - g. any problems caused by any external network;
 - h. home visits, all work will be carried out on Customer premises unless separately agreed.

- i. title for the servers, storage and network equipment provided as part of this managed service will be retained by the Company

5.3 Furthermore, the Services do not cover any matter or problem which arose as a consequence of:

- a. the malfunctioning or failure of any hardware or software not provided by the Company or the negligence of the Customer or any third party in the use, storage and maintenance of the Equipment;
- b. verification, rectification and/or reconstitution of incorrect, corrupted or lost data;
- c. rectification of any user/operator errors and or misuse of the Equipment by the Customer, its employees, agents or sub-contractors;
- d. the provision of any disaster recovery services in respect of the Equipment and any data stored on the same;
- e. the improper use operation or neglect of either the Equipment by the Customer, its employees, agents and/or sub-contractors;
- f. the failure by the Customer to implement reasonable recommendations in respect of or solutions to faults previously advised by the Company;
- g. the use of the Equipment for a purpose for which it was not designed;
- h. support in respect of the correction of any Incident whereby the Company can reasonably show that it has already rectified such Fault and reported back to Customer as to how to avoid such Incident in the future;
- i. the provision of the Services outside the Capped Levels;
- j. the actions of a third party resulting in a change to the Equipment or causing an Incident with the Equipment, support to the Equipment covered by this agreement will be exclusively provided by the Company.

5.4 Notwithstanding clause 5.2 and 5.3, the Company shall be entitled to carry out the Services in respect of any matter arising pursuant to clause 5.2 and 5.3 if it agrees. The Company shall be entitled to levy Additional Charges for such work.

6. Term, Termination and Suspension

- 6.1 This agreement shall remain in place for a minimum of XX years from the commencement date and will automatically be renewed on a yearly basis (the Renewal Date) unless cancelled by either party in writing giving no less than 90 days notice prior to the Renewal Date.
- 6.2 Either party may terminate this Agreement (in respect of all or any of the Services) immediately and without notice:
 - a. if the other breaches any of its obligations under this Agreement and (if capable of remedy) fails to remedy within 20 days of receipt of notice in writing from the other requiring it to do so;
 - b. if the other becomes insolvent or unable to pay its debts, bankrupt or placed in the hands of a receiver or administrator or wound up;
- 6.3 In the event of termination of this Agreement for whatever reason the Customer will pay the Company all sums outstanding up to the date of termination.
- 6.4 Subject to Clause 5, on termination the obligations on the Company hereunder will cease. The Customer shall forthwith ensure that it ceases to use all software or documentation provided by the Company pursuant to the Services.

7. Confidential Information.

- 7.1 Each Party will not use the other Party's Confidential Information other than for the purposes provided in this Agreement and will keep in confidence the other Party's Confidential Information made available to it; provided,

however, that such restriction on disclosure shall not apply to any information that:

- a. is in the public domain through no fault of the Party receiving the disclosure;
 - b. was known to the receiving Party prior to disclosure by the disclosing Party;
 - c. is or was disclosed to the receiving Party by a third party that was not under similar confidentiality provisions; or
 - d. is required to be disclosed by applicable law order of any governmental authority of competent jurisdiction.
 - e. is disclosed to professional advisors or insurers
- 7.2 Each Party shall be responsible for its own employees with respect to ensuring that no Confidential Information will be disclosed.

8. Representations, Warranties and Limitations.

- 8.1 This clause 8 and clause 9 sets out the Companies entire liability to the Customer and all other liability is hereby excluded.
- 8.2 The Company agrees that: (i) it will perform the Services with reasonable care and skill, in accordance with generally recognised commercial practices and standards, and in accordance with its obligations under this Agreement; (ii) the Services and Equipment will conform with all descriptions and specifications provided to the Customer by the Supplier; and (iii) the Customer's rights under this Agreement are in addition to the statutory terms implied in favor of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 8.3 The Company shall not have any liability to the Customer in respect of any of indirect or consequential loss including without limit loss of profits, loss of anticipated savings, loss of business, loss of goodwill, any indirect, or consequential loss or damage or otherwise. The foregoing shall not limit the Company's responsibility or liability for loss of use, downtime, or loss of or corruption to data or other information or under Clause 8.6.
- 8.4 The Company shall have no liability for breach of any given warranty or breach of this Agreement to the extent that such breach arises directly out of or in connection with the following:
 - a. any use alteration and/or calibration of any Software by the Customer and/or any third party that is in breach of this Agreement;
 - b. any failure by the Customer and/or any third party to comply with any applicable documentation, license provisions, written instructions or manuals in breach of this Agreement;
 - c. damage to Equipment in transit caused by the Customer.
- 8.5 Nothing in this Agreement shall operate to exclude either Parties liability for death or personal injury or fraudulent misrepresentation or the Customer's statutory rights (if purchasing as a consumer).
- 8.6 The Company shall indemnify the Customer against all claims and liabilities, costs, damages and expenses (including reasonable legal fees) awarded against, or incurred or paid by, the Customer as a result of or in connection with any alleged or actual infringement of any third party's IPR arising out of the use or supply of the Equipment or the Services.

9. Remedies and Exchange

- 9.1 The Customer acknowledges that the following provision reflects a fair allocation of risk. If the Company defaults under this Agreement the Customer shall be entitled to: (i) refuse to accept the provision of any further Services by the Company, (ii) obtain the repair, replacement or correction of the defective Services to the extent warranted under this

Agreement at no additional cost, or if such remedy is not economically or technically feasible or effective, then the Customer may obtain an equitable partial or full credit or refund of amounts paid with respect to the defective Services, save that in no event shall the Company be liable to issue such credit for any amount in excess of the amount paid by the Customer in respect of the Services giving rise to the claim and (iii) claim such damages as it may have sustained in connection with the Company' breach of this Agreement.

- 9.2 The Customer is responsible for checking all goods sent or delivered by the Company within a reasonable time to ensure that it is not defective or damaged. If the Customer notifies the Company of any defect or damage within 30 working days of receipt of the relevant goods then the Company shall either (at the Customer's discretion) replace such goods or refund the applicable Price.
- 9.3 Without prejudice to clauses 8.6 or 9.2, save for death or personal injury caused by the negligence of a Party, the maximum aggregate liability of each Party arising out of or in connection with this Agreement (be it in contract, tort, or breach of statutory duty) shall be limited to;
 - a. in the case of non-performance of duties or breach of contract which does not result in direct losses to the other Party the liability shall be limited to the Price
 - b. in the case where direct loss has occurred due to negligence of one or other of the Parties the liability shall be limited to the level of Professional Indemnity Insurance

10. Dispute Resolution

- 10.1 If any dispute or disagreement arises out of this Agreement ("Matter in Dispute"), the parties shall attempt in good faith to settle the matter in dispute or disagreement in accordance with this clause 10. Any settlement or agreement reached by the parties regarding a Matter in Dispute shall not be binding upon either party unless it is in writing and signed by a person duly authorised on behalf of that party ("Responsible Officers").
- 10.2 All Matters in Dispute shall be referred by either party to the Responsible Officers for resolution. The parties shall procure that their Responsible Officers meet with a view to resolving the Matter in Dispute as soon as practicable (and in any event within five (5) Business Days) after one or both of the parties identifies that a Matter in Dispute exists.
- 10.3 If any Matter in Dispute cannot be resolved by the Responsible Officers within seven (7) Business Days after the date of referral under Clause 10.2 that Matter in Dispute shall be referred by each party to the parties' Managing Directors for resolution.
- 10.4 If the Matter in Dispute cannot be resolved by the parties' Managing Directors within seven (7) Business Days after the date of referral under Clause 10.3, the parties will attempt to settle the Matter in Dispute by mediation in accordance with the CEDR Model Mediation Procedure. The CEDR Model Mediation Procedure is incorporated into and forms part of this Agreement, except that:
 - (i) the parties agree that CEDR may nominate an independent third party as mediator; and
 - (ii) to initiate a mediation, a party must give notice in writing to the other party requesting a mediation in accordance with this clause 10.
- 10.5 Nothing in this clause 10 shall prevent either party from commencing or continuing court proceedings (including without limitation an application by either party for damages and/or injunctive relief).

11. Waiver

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive either Party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

12. Notices

12.1 Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered:

- (a) forty eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid; or
- (b) forthwith upon receiving confirmation from the receiving Party either by facsimile, e-mail or by post.

13. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the Parties. The Company may assign an element of its rights or obligations hereunder at any time. The Company would retain overall responsibility of the contract and would only subcontract an element of the service. The Company would make the customer aware in advance of any changes.

14. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Court.

15. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable.

16. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all prior agreements with respect thereto are superseded. No amendment or modification hereof shall be binding unless in writing and duly executed by both Parties.

17. Third Party Rights

Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any person (other than the parties hereto) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. Sub-Contracting

The Company shall be entitled to subcontract any of its obligations hereunder to a third party provided that in no event will this remove the Company's responsibilities hereunder to the Customer.

19. Intellectual property rights

The company at all times warrant that any equipment or services supplied do not breach the Intellectual property rights of any third party.

PART C:

1. Definitions

1.1 In this Part C, the following words shall have the following meanings;

HELP LINE	the telephone help line number to be used by the Customer when reporting an Incident as per paragraph 4.6 of this section;
INCIDENT	an error, fault or defect with the Equipment can be related to hardware or software;
REQUEST	a change too, addition of, movement of or removal of Equipment;
TECHNICIAN	employee of the Company who undertakes any works as per this Part C;
SUPPORT SERVICES	the investigation and where reasonably possible, resolution of Incidents relating to the Equipment as more specifically described in the Support Services Schedule contained in Appendix B;
PLANNED MAINTENANCE	the provision of pre-agreed proactive support to assist in the maintenance of the IT infrastructure as more specifically described in the Planned Maintenance Schedule below;
EMAIL ROUTING	redirection of incoming and/or outgoing electronic mail via a filtering process that includes removal of email spam and computer viruses;
SPAM (ELECTRONIC)	unsolicited or undesired bulk malicious or destructive software or electronic messages;
VIRUS	malicious or destructive software and any computer program which can be transmitted between computers via networks, especially the internet, or through removable storage such as CD's USB drives, floppy disks etc.;
DDI	allocation of an external telephone number onto an internal 4 digit exchange number;
RESPONSE TIMES	the time taken from when the Customer reports the Incident to the time that a member of the Company service delivery team either start working or give a schedule time for doing as further described in the Support Services Schedule below;
RESOLUTION TIMES	the time it takes from the commencement of the relevant Response Time to the time it takes to resolve the related Incident as further described in Appendix B;
PRIORITY LEVEL	the priority of the Incident requested by the Customer;
IMPACT	the impact to the Customers business of the Incident requested;
WARRANTIES	any manufacture or seller warranty provided or relating to the Equipment.

1.2 Unless the context states otherwise, words in this Schedule shall have the meaning set out in Part A and Part B;

1.3 In the event of conflict between this Part C and Part A or Part B, then this Part C shall prevail but only to the extent of the conflict.

2 Services

- 2.1 The Company shall carry out the Services in a professional and timely fashion and (subject to this Support Schedule) in accordance with good industry practice.
- 2.2 Upon receipt of a call from the Customer reporting an Incident, The Company will allocate the Incident a Priority Level and will communicate such Priority Level to the Customer. The Customer shall be entitled to request that the Company reconsider any allocated Priority Level and the Company shall give due consideration to such request. The decision of The Company shall be final. The Company will use its reasonable endeavours to resolve the Incident in accordance with the allocated Priority Level.

3 Customer Obligations and Acceptance

- 3.1 The Customer shall ensure that all Warranties are maintained and in force and that it does not do anything which will or is likely to jeopardise the existence of such Warranty;
- 3.2 In the event that the Equipment is not subject to a Warranty then the Company shall use its reasonable endeavours to resolve any Incident within the specified Resolution Time. The Company shall be entitled to charge Additional Charges for such work.
- 3.3 The Customer shall inform the Company in writing if the purpose, application or use of the Equipment changes in anyway which is likely to impact on the Services.
- 3.4 The Customer acknowledges and agrees that the Company shall be entitled at its absolute discretion to terminate this Agreement if, (every effort will be made to negotiate any issues rather than terminate):
 - b. the Customer fails to have essential repairs carried out which in the Company' opinion may affect the operational safety of the Equipment or the Company' employees conducting any works;
 - c. the Customer uses the Equipment in a way or for a purpose not declared at the signing of this Agreement;
- 3.5 The Customer acknowledges that the Company' Network's ability to perform its obligations under this Agreement is dependent upon the Customer's full and timely co-operation with the Company, as well as the accuracy and completeness of any information and data the Customer provides to the Company. The Customer shall without limitation:
 - a. on the date(s) specified overleaf and any other date(s) as may be requested by the Company from time to time, provide free, unrestricted and uninterrupted access to the Customer Site, and use of all information, data, documentation, facilities, working space and personnel deemed necessary by the Company to enable the Company to perform its obligations under this Agreement;
 - b. appoint one or more representatives (as reasonably required by the Company) in connection with the Services and procure that such representative(s) shall provide professional and prompt liaison with the Company, possess the necessary expertise and authority to commit the Customer, be available at all times when the Company personnel are at the Installation Site and meet with the Company representative at regular intervals to be agreed to review progress and resolve any difficulties relating to the Services;
 - c. on or before the date(s) specified overleaf (and/or such other date(s) as may be agreed in writing between the

- parties from time to time), provide the Company with written identification of any overhead, surface or underground wire, cable, pipe, conduit, channel, obstruction and/or impediment which may restrict, prevent and/or affect the performance of any of the Company' obligations under this Agreement, and the Customer shall if requested by the Company (at Customer's sole cost and expense) promptly mark, remove and/or divert the same;
- d. forthwith upon being requested by the Company to do so at any time, furnish the Company with copies of any or all technical drawings, data and/or other documentation, including without limitation that concerning boundaries, services and/or access ways, pertaining to the Installation Site;
- 3.6 The Customer will prepare the Installation Site in accordance with the preparation requirements submitted by the Company from time to time.
- 3.7 For the avoidance of doubt, Customer shall be solely responsible at its own cost and expense for obtaining all consents, permits, authorities and/or approvals that may be necessary or desirable to enable the Company and/or subcontractors to fulfil the Company obligations hereunder.
- 3.8 Customer shall be liable for any delays to the Services caused by Customer and/or resulting directly or indirectly from Customer's failure to fulfil any of its obligations hereunder. The Company shall be entitled to charge the Customer, and the Customer shall pay, for any and all reasonable costs and expenses suffered or incurred by the Company arising out of or in connection with any such delay(s), and the Company may adjust any agreed time schedule to take account of any such delay(s). Provided always that such costs and expenses have been notified to the Customer and agreed by them in advance.
- 4 Help Line**
- 4.1 The Company provides a Helpline to report incidents and requests from the Customer.
- 4.2 If an Incident or Request occurs in Business Hrs the Customer should log a ticket via the self service portal to obtain support,
- 4.3 If unable to log a ticket via the self service portal the Customer should email the request.

- 4.4 If unable to use Self service of email then the ticket should be called through to the Help Line
- 4.5 The Help Line is manned during core business hours; on receipt of a call any incident will be allocated a unique reference that the Company will use to track the life of the issue.
- 4.6 The Helpline number, is;

0117 951 1500

- 4.7 If an Incident occurs outside of Business Hrs the Out of Hours number must be called. During noncore hours the Company do not monitor the ticket system.
- 4.8 Out of Hours calls should be used for business critical issues
- 4.9 The Out of Hours number, is;

0117 951 1500

5 Equipment

- 5.1 Equipment covered by this schedule is listed in the cover sheet of Appendix B
- 5.2 All other Equipment not included shall be exempt from this Agreement and be charged separately.

6 Payment

- 6.1 Payment is required in advance for all Services and will usually be invoiced in the first week of a period.
- 6.2 Payment is required in advance for all Equipment over £5,000 in value on a single order.
- 6.3 Payment is required in arrears for any Equipment less than £5,000.
- 6.4 Any Support Services work that is undertaken by the Company that is instigated by a different service shall either be included in the Support Services invoice or be invoiced as a standalone job.

7 SUPPLEMENTARY PRICING

- 7.1 Contract is fixed price with no supplementary pricing

SCHEDULES

INSERT SCHEDULES HERE