Date:

(1)   **Dorset Software Services Limited**

(2)   **[•]**

Framework consultancy services agreement

DORSET SOFTWARE

CONTENTS

This agreement is dated <mark>[DATE]</mark>

PARTIES

(1) **DORSET SOFTWARE SERVICES LIMITED** incorporated and registered in England and Wales with company number 02150469 whose registered office is at Corbiere House, New Quay Road, Poole, Dorset, BH15 4AF (**Dorset Software**); and

(2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**).

BACKGROUND

(A) Dorset Software is a provider of information technology related consultancy and resource augmentation services.

(B) The Customer wishes to appoint Dorset Software to provide some of or all the available consultancy and/or resource augmentation services from time to time in accordance with this framework agreement.

AGREED TERMS

1 **INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this agreement:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Data Protection Laws means:

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Dorset Software is subject, which relates to the protection of personal data;

Applicable Laws means all applicable laws, statutes, and regulations from time to time in force;

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Business Hours means the period from 9.00 am to 5.00 pm on any Business Day;

Change Order has the meaning given in clause 8.1;

Charges means the sums payable for the Services as set out in a Statement of Work;

Control means 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's Equipment means any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a Statement of Work;

Customer Materials means all software, documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Dorset Software in connection with the Services, including the items provided pursuant to clause 6.1.4;

Customer Personal Data means any personal data which Dorset Software processes in connection with this agreement, in the capacity of a processor on behalf of the Customer;

Deliverables means (where applicable) any output of the Services to be provided by Dorset Software to the Customer as specified in a Statement of Work;

EU GDPR means the General Data Protection Regulation (*(EU) 2016/679*), as it has effect in EU law;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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;

Milestone means a date by which a part or all of the Services is to be completed, as set out in a Statement of Work;

Services means the services to be provided to the Customer as set out in a Statement of Work;

Statement of Work means a detailed plan, agreed in accordance with clause 3, describing the Services, the timetable for their performance and the related matters listed in the statement of work;

TUPE/TUPE Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time).

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

VAT means value added tax chargeable in the UK; and

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.9 A reference to **writing** or **written** includes email.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 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.

2 **COMMENCEMENT AND DURATION**

2.1 This agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 15 (Termination), until either party gives to the other party written notice to terminate or if later on the completion of all Statements of Work entered into before the date on which it is served.

2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1 such notice shall terminate this agreement with immediate effect.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

2.4 The Customer may procure any of the Services by agreeing a Statement of Work with Dorset Software pursuant to clause 3 (Statements of Work).

2.5 Dorset Software shall provide the Services from the date specified in the relevant Statement of Work.

3 **STATEMENTS OF WORK**

3.1 Each Statement of Work shall be agreed in the following manner:

3.1.1 the Customer shall ask Dorset Software to provide Services and provide Dorset Software with as much information as Dorset Software reasonably requests in order to prepare a draft Statement of Work for the Services requested;

3.1.2 following receipt of the information requested from the Customer Dorset Software shall, as soon as reasonably practicable either:

(a) inform the Customer that it declines to provide the requested Services; or

(b) provide the Customer with a draft Statement of Work.

3.1.3 if Dorset Software provides the Customer with a draft Statement of Work pursuant to clause 3.1.2(b), Dorset Software and the Customer shall discuss and agree that draft Statement of Work; and

3.1.4 both parties shall sign the draft Statement of Work when it is agreed.

3.2 Dorset Software may charge for the preparation of Statements of Work on a time and materials basis in accordance with Dorset Software's daily fee rates as set out in its then current rate card.

3.3 Once a Statement of Work has been agreed and signed in accordance with clause 3.1.4, no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 19 (Variation).

3.4 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4 **TUPE**

If TUPE is applicable in relation to the Services under a Statement of Work, the provisions of Schedule 3 shall apply to that Statement of Work.

5 **DORSET SOFTWARE'S RESPONSIBILITIES**

5.1 Dorset Software shall use reasonable endeavours to provide the Services in accordance with a Statement of Work in all material respects.

5.2 Dorset Software shall use reasonable endeavours to meet any performance dates or Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by Dorset Software shall not be of the essence of this agreement.

5.3 Dorset Software shall appoint a manager in respect of the Services to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind Dorset Software on all matters relating to the relevant Services (including by signing Change Orders). Dorset Software may replace that person from time to time where reasonably necessary in the interests of Dorset Software's business.

5.4 Dorset Software shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 6.1.5, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

6 **CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:

6.1.1 co-operate with Dorset Software in all matters relating to the Services;

6.1.2   appoint a manager in respect of the Services to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Services (including by signing Change Orders);

6.1.3   provide, for Dorset Software, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Dorset Software including any such access as is specified in a Statement of Work;

6.1.4   provide to Dorset Software in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by Dorset Software in connection with the Services and ensure that they are accurate and complete in all material respects;

6.1.5   inform Dorset Software of all health and safety and security requirements that apply at any of the Customer's premises;

6.1.6   ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

6.1.7   obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Dorset Software to provide the Services, including in relation to the use of Dorset Software's Equipment, the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Services are to start;

6.1.8   comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

6.2   If Dorset Software's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Dorset Software shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

7   **NON-SOLICITATION AND EMPLOYMENT**

7.1   The Customer shall not and shall ensure that any customer of the Customer shall not at any time from the date on which any Services commence to the expiry of twelve months after the completion of such Services, solicit or entice away from Dorset Software or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Dorset Software in the provision of such Services.

7.2   Any breach of clause 7.1 shall be an irremediable material breach of this agreement entitling Dorset Software to terminate the agreement pursuant to clause 15.2.1.

8   **CHANGE CONTROL**

8.1   Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

8.1.1   the Services;

8.1.2   the Charges;

8.1.3   the timetable for the Services; and

8.1.4   any of the other terms of the relevant Statement of Work.

8.2   If Dorset Software wishes to make a change to the Services it shall provide a draft Change Order to the Customer.

8.3   If the Customer wishes to make a change to the Services:

8.3.1   it shall notify Dorset Software and provide as much detail as Dorset Software reasonably requires of the proposed changes, including the timing of the proposed change; and

8.3.2   Dorset Software shall, as soon as reasonably practicable after receiving the information at clause 8.3.1, provide a draft Change Order to the Customer.

8.4   If the parties:

8.4.1   agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or

8.4.2   are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 (Multi-tiered dispute resolution procedure).

8.5   Dorset Software may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at Dorset Software's daily rates in accordance with its then current rate card.

9   **CHARGES AND PAYMENT**

9.1   In consideration of the provision of the Services by Dorset Software, the Customer shall pay the Charges.

9.2   Where the Charges are calculated on a time and materials basis:

9.2.1   Dorset Software's daily fee rates for each individual person as set out in the relevant Statement of Work and are calculated on the basis of a seven-and-a-half hour day, worked during Business Hours; and

9.2.2   Dorset Software shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and Dorset Software shall indicate the time spent per individual in its invoices.

9.3   Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

9.4   The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

9.4.1   the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Dorset Software engages in connection with the Services as such expenses are approved by the Customer in advance from time to time; and

9.4.2   the cost to Dorset Software of any licences, materials or services procured by Dorset Software from third parties for the provision of the Services as such items and their cost are approved by the Customer in advance from time to time.

9.5   Dorset Software shall invoice the Customer for the Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, Dorset Software shall invoice the Customer at the end of each month for Services performed during that month.

9.6   The Customer shall pay each invoice submitted to it by Dorset Software within 14 days of the invoice date to a bank account nominated in writing by Dorset Software from time to time.

9.7   Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Dorset Software any sum due under this agreement on the due date:

9.7.1   the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 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%; and

9.7.2   Dorset Software may suspend part or all of the Services until payment has been made in full.

9.8   All sums payable to Dorset Software under this agreement:

9.8.1   are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

9.8.2   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).

10   INTELLECTUAL PROPERTY RIGHTS

10.1   Except as expressly stated in this clause no Intellectual Property Rights of either party are transferred or licensed as a result of this agreement.

10.2   Dorset Software irrevocably assigns to the Customer absolutely and free from all encumbrances, all its right, title and interest in any and all Intellectual Property Rights in or

relating to Deliverables and to Customer Materials modified by Dorset Software in performance of the Services under this Agreement.

10.3   Subject to any other terms expressly agreed by the parties, each party grants the other a licence of such of its Intellectual Property Rights as are necessary to enable the other party to fulfil its obligations under this agreement or make use of the Services and Deliverables supplied under this Agreement but not otherwise.

10.4   Dorset Software:

10.4.1   warrants that the receipt, and use of the Services and any Deliverables by the Customer shall not infringe any rights of third parties to the extent that the infringement results from copying;

10.4.2   shall, subject to clause 14.5 indemnify the customer against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for infringement of a third parties Intellectual Property Rights, to the extent that the infringement results from copying, arising out of, or in connection with, the receipt, or use of the Services and Deliverables.

10.4.3   shall not be in breach of the warranty at clause 10.4.1, and the Customer shall have no claim under the indemnity at clause 10.4.2 to the extent the infringement arises from:

(a)   the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Services or any Deliverable;

(b)   any modification of the Services or any Deliverable, other than by or on behalf of Dorset Software; and

(c)   compliance with the Customer's specifications or instructions.

10.5   The Customer:

10.5.1   warrants that the receipt and use in the performance of this agreement by Dorset Software, its agents, subcontractors or consultants of the Customer Materials shall not infringe [the rights, including any Intellectual Property Rights, of any third party; and

10.5.2   shall indemnify Dorset Software against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by Dorset Software arising out of or in connection with any claim brought against Dorset Software, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

10.6   If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 10, the Indemnified Party shall:

10.6.1   notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.4.2 or clause 10.5.2 (as applicable) (**IPRs Claim**);

10.6.2   allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

10.6.3   provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

10.6.4   not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11   COMPLIANCE WITH LAWS AND POLICIES

11.1   In performing its obligations under this agreement, Dorset Software shall comply with Applicable Laws.

11.2   Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the change control procedure set out in clause 8.

12   DATA PROTECTION

12.1   For the purposes of this clause 12, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

12.2   Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

12.3   Without prejudice to the generality of clause 12.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Dorset Software and lawful collection of the same by Dorset Software for the duration and purposes of this agreement.

12.4   In relation to the Customer Personal Data, where applicable to the Services to be provided the scope, nature and purpose of processing by Dorset Software, the duration of the processing and the types of personal data and categories of data subject will be set out in the relevant Statement of Work.

12.5 Without prejudice to the generality of clause 12.2, Dorset Software shall, in relation to Customer Personal Data:

12.5.1 process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in the relevant SOW unless Dorset Software is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where Dorset Software is relying on Applicable Laws as the basis for processing Customer Processor Data, Dorset Software shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. Dorset Software shall inform the Customer if, in the opinion of Dorset Software, the instructions of the Customer infringe Applicable Data Protection Laws;

12.5.2 implement technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

12.5.3 ensure that any personnel engaged and authorised by Dorset Software to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

12.5.4 assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Dorset Software), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

12.5.5 notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

12.5.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Dorset Software is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 12.5.6 Customer Personal Data shall be considered deleted where it is put beyond further use by Dorset Software; and

12.5.7 maintain records to demonstrate its compliance with this clause 12.

12.6 The Customer provides its prior, general authorisation for Dorset Software to:

12.6.1 appoint processors to process the Customer Personal Data, provided that Dorset Software:

(a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Dorset Software in this clause 12;

(b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Dorset Software; and

(c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Dorset Software's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify Dorset Software for any losses, damages, costs (including legal fees) and expenses suffered by Dorset Software in accommodating the objection.

12.6.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Dorset Software shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Dorset Software, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

13 **CONFIDENTIALITY**

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.1.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14 LIMITATION OF LIABILITY

14.1 References to liability in this clause 14 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.3 Nothing in this clause 14 shall limit the Customer's payment obligations under this agreement or its liability under:

14.3.1 clause 10.5 (IPR indemnities); and

14.3.2 Schedule 3 (TUPE).

14.4 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

14.4.1 death or personal injury caused by negligence;

14.4.2 fraud or fraudulent misrepresentation; and

14.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.5 Subject to clause 14.2 (no limitations in respect of deliberate default) and clause 14.4 (liabilities which cannot legally be limited), Dorset Software's total liability to the Customer arising out of or related to this Agreement shall not exceed:

14.5.1 in relation to its indemnity obligation under clause 10.4.2, one million pounds; and

14.5.2 for all other liabilities, the total amount paid by the Customer under the Statement of Work for the Services giving rise to the liability in the three months preceding the first incident out of which the liability arose

14.6 Subject to clause 14.2 (no limitations in respect of deliberate default), clause 14.3 (liability under identified clauses) and clause 14.4 (liabilities which cannot legally be limited), the Customer's total liability to Dorset Software shall not exceed the total amount paid by the Customer under the Statement of Work for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.

14.7 Subject to clause 14.2 (No limitations in respect of deliberate default), clause 14.3 (No limitation on the customer's payment obligations), clause 14.3 (liability under identified clauses) and clause 14.4 (Liabilities which cannot legally be limited), this clause 14.7 specifies the types of losses that are excluded:

14.7.1 loss of profits;

14.7.2 loss of sales or business;

14.7.3 loss of agreements or contracts;

14.7.4 loss of anticipated savings;

14.7.5   loss of use or corruption of software, data or information;

14.7.6   loss of or damage to goodwill; and

14.7.7   indirect or consequential loss.

14.8   Dorset Software has given commitments as to compliance of the Services with relevant specifications in clause 5.1 (Dorset Software's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14.9   Unless the Customer notifies Dorset Software that it intends to make a claim in respect of an event within the notice period, Dorset Software shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15   TERMINATION

15.1   The Customer may terminate any Statement of Work under this agreement for convenience with immediate effect by giving Dorset Software written notice at any time within the first seven days after the agreed commencement date for that Statement of Work and the Customer shall be entitled to a full refund of any Charges paid in relation to that Statement of work.

15.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

15.2.1   the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so;

15.2.2   the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

15.3   Without affecting any other right or remedy available to it, Dorset Software may terminate this agreement with immediate effect by giving written notice to the Customer if:

15.3.1   the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen days after being notified in writing to make such payment; or

15.3.2   there is a change of Control of the Customer.

16   OBLIGATIONS ON TERMINATION AND SURVIVAL

16.1   **Obligations on termination or expiry**

On termination or expiry of this agreement:

16.1.1   the Customer shall immediately pay to Dorset Software all of Dorset Software's outstanding unpaid invoices and interest and, in respect of the Services supplied but

for which no invoice has been submitted, Dorset Software may submit an invoice, which shall be payable immediately on receipt; and

16.1.2   any Statement of Work due to be delivered during the termination period are fulfilled; and;

16.1.3   Dorset Software shall return any of the Customer Materials not used up in the provision of the Services;

On termination of a Statement of Work:

16.1.4   the Customer shall immediately pay any difference in charges for any Services provided at Dorset Software's standard rates then in force and applicable to the reduced term that the Statements of Work was actually in force.

16.2   **Survival**

16.2.1   On termination of this agreement, all existing Statements at Work shall terminate automatically.

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

16.2.3   Termination or expiry of this agreement 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 agreement which existed at or before the date of termination or expiry.

17   FORCE MAJEURE

17.1   **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

17.1.1   acts of God, flood, drought, earthquake or other natural disaster;

17.1.2   epidemic or pandemic;

17.1.3   terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

17.1.4   nuclear, chemical or biological contamination or sonic boom;

17.1.5   any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

17.1.6   collapse of buildings, fire, explosion or accident;

17.1.7   any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and

17.1.8   interruption or failure of any utility services including telecommunication services.

17.2   Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations provided that the Customer shall not be relieved of its obligations to pay any Charges due or as they fall due during the period of the Force Majeure Event. The time for performance of its other such obligations shall be extended accordingly.

17.3   The Affected Party shall:

17.3.1   as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

17.3.2   use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.4   If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving six weeks' written notice to the Affected Party.

18   **ASSIGNMENT AND OTHER DEALINGS**

18.1   The Customer shall not assign any of its rights and obligations under this agreement without the prior written consent of Dorset Software not to be unreasonably withheld.

18.2   Dorset Software may at any time assign any or all of its rights under this agreement, provided that Dorset Software gives prior written notice of such dealing to the Customer.

19   **VARIATION**

Subject to clause 8 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20   **WAIVER**

20.1   A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2   A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21   **RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22 SEVERANCE

22.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 ENTIRE AGREEMENT

23.1 This agreement 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.

23.2 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 this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24 CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

25 NO PARTNERSHIP OR AGENCY

25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26 THIRD PARTY RIGHTS

26.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27 NOTICES

27.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

27.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

27.1.2 by email to:

[customer email]

[Dorset software email]

27.2   Any notice shall be deemed to have been received:

27.2.1   if delivered by hand, at the time the notice is left at the proper address;

27.2.2   if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

27.2.3   if sent if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3   This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28   **MULTI-TIERED DISPUTE RESOLUTION PROCEDURE**

28.1   If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

28.1.1   either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Customer and [EMPLOYEE TITLE] of Dorset Software shall attempt in good faith to resolve the Dispute;

28.1.2   if the [EMPLOYEE TITLE] of the Customer and [EMPLOYEE TITLE] of Dorset Software are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Customer and Senior Manager of Dorset Software who shall attempt in good faith to resolve it; and

28.1.3   if the [SENIOR OFFICER TITLE] of the Customer and Senior Manager of Dorset Software are for any reason unable to resolve the Dispute within 15 days of it being referred to them, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 30.

29   **GOVERNING LAW**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30   **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 – STANDARD PROVISION

What the client provides

Clients provide a Thunderbolt 3+ compatible laptop for each team member. This approach delivers multiple benefits including:

- Improved integration using client's communication and collaboration systems (e.g. Microsoft Outlook and Teams)
- Secure access to production and development environments via the client's existing VPN technology
- Secure access to technical designs, source code, data and other project documentation via the client's existing VPN technology
- Use of client's existing software licences
- Data security, confidentiality and backup are contained within the client's environment

What Dorset Software provides

The standard provision supports Dorset Software's provision of the remainder of the workstation environment including:

- 2 x 27" 1440p monitors
- Laptop dock supporting 60W power delivery, networking and display connection via a single USB-C connection.
- High quality headset
- HD webcam
- Keyboard and Mouse
- Internet connection, desk, power, lighting, heating
- A duplicate environment for home working where permissible
- Access to Dorset Software administrative systems via secure, sandboxed Remote Desktop

SCHEDULE 2

Template Statement of Work

Statement of Work Number	001
Agreement pursuant to which this Work Order is made	**Framework consultancy services agreement between Dorset Software Services Limited and ** dated [ ].**
Total maximum possible charges (Excluding VAT)	
Purchase Order Number	
Client office days	**Inclusive client office days:** Up to 1 day per week **First client office day:** e.g. 01/01/2023 or Not **Recurrence:** e.g. Every second Tuesday of the month **Client office location:** e.g. Client House, 123 Fake Street *Note: Sufficient notice must be given by the client to Dorset Software in advance of the services being delivered in order for days to be deemed inclusive.*
Invoicing Frequency	Weekly
Payment terms	14 days
Client contact	
Dorset Software contact	

Services

The following services are provided by Dorset Software to Client:

Service e.g. Focus	Stream e.g. Testing	Start Date	End Date	Dates Unavailable	Day Rate (ex VAT)

Total					

Other services

The following services are provided:

Standard Provision selected?	Yes
	See schedule 1 for details. If standard provision is not selected, a precise specification of hardware, software and networking is required from the client in advance of the service starting.

Statement of Work agreed by Client:	Statement of Work agreed by Dorset Software:
Signature	Signature
Name	Name
Title	Title
Date	Date

SCHEDULE 3

TUPE

1   Definitions

The additional definitions set out below shall apply to this schedule.

Effective Date	means the date of the commencement of any Services by Dorset Software pursuant to a relevant Statement of Work;
Employee	means any person who immediately prior to the Effective Date was an employee of the Customer and assigned to the Services;
Employee Information	means an up to date and accurate list containing for each individual the information listed in regulation 11(2) of the TUPE Regulations;
Employee Liabilities	means all liabilities, including claims for redundancy payments, unlawful deductions from wages, unfair, wrongful or constructive dismissal compensation, compensation for discrimination on the grounds of any protected characteristic or claims for equal pay, compensation for less favourable treatment of part-time workers, and any other claims whether in tort (including negligence), contract or statute or otherwise, and any demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation, and any expenses and legal costs on an indemnity basis;
Employment Costs	means all costs associated with the employment of the Employees including all taxes, National Insurance contributions, pension contributions and other costs related to the same;
Replacement Supplier	means any third party supplier providing services to the Customer (or any of the Customer's Affiliates) which are identical or substantially similar to any of the Services and which the Customer (or any of the Customer's Affiliates) receives in substitution for any of the

	Services following termination of this Agreement;
Sub-contractor	means those persons with whom Dorset Software or the Customer enters into a sub-contract or its or their employees, officers, sub-contractors or agents;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of Dorset Software and of any Sub-contractors who are assigned to the Services from time to time;

2 TUPE

2.1 The parties agree that if delivery of the Services by Dorset Software under any Statement of Work constitutes a service provision change as defined in regulation 3(1)(b) of the TUPE Regulations on the Effective Date the employment of the Employees will transfer to Dorset Software under the TUPE Regulations.

2.2 The Customer is responsible for, and will indemnify and keep indemnified Dorset Software in full against:

2.2.1 any Employee Liabilities and Employment Costs arising out of or in connection with the employment or engagement of the Employees or any other person, or the termination of the employment or engagement of any person, in each case by the Customer or its Affiliates during the period prior to the Effective Date; and

2.2.2 any failure by the Customer or its Affiliates to comply with its or their obligations under the TUPE Regulations.

2.3 If any Employee or other person employed or engaged by the Customer or any of the Customer's Affiliates transfers, or alleges that their employment or engagement (or any related liability) transfers to Dorset Software or any Sub-contractor, under the TUPE Regulations or otherwise as a result of Dorset Software or any Sub-contractor providing the Services, the parties will discuss how to address the situation and shall use reasonable endeavours to reach an agreement. In the absence of any agreement within a reasonable period, Dorset Software, any of Dorset Software's Affiliates or any Sub-contractor (as applicable) may dismiss any such person. The Customer will indemnify and will keep indemnified Dorset Software and Dorset Software's Affiliates (for its or their benefit and the benefit of any relevant Sub-contractor) from all Employee Liabilities which Dorset Software, any of Dorset Software's Affiliates or any relevant Sub-contractor may incur as a result of the TUPE Regulations applying or being alleged to apply including any Employee Liabilities arising out of or in connection with any dismissal permitted by this clause 2.3 (including the cost of employment until the date of dismissal provided that such dismissal takes place without unreasonable delay).

3 Employee information

3.1 Subject to any obligations under applicable data protection legislation, the Customer will provide the Employee Information in respect of the Employees to Dorset Software as soon as possible prior to the Effective Date.

3.2 Subject to any obligations under applicable data protection legislation, Dorset Software will provide the Employee Information in respect of Supplier Personnel to the Customer upon

request by the Customer at any time after notice to terminate this Agreement has been given by either party.

4   Employees on termination

4.1   The parties will comply with their obligations to provide information to a Replacement Supplier about the individuals assigned to the Services, and to inform and consult with affected employees in relation to any potential transfer to a Replacement Supplier, under the TUPE Regulations.

4.2   Notwithstanding clause 4, if the undertaking of any services by a Replacement Supplier does not constitute a relevant transfer under regulation 3 of the TUPE Regulations, either the Customer or the Replacement Supplier or their respective Affiliates will be entitled to make an offer of employment or engagement to any Supplier Personnel.

4.3   If any person employed or engaged by Dorset Software or any Sub-contractor, other than Supplier Personnel in respect of whom Dorset Software provides Employee Information in accordance with clause 3.2, transfers or alleges that their employment or engagement (or any related liability) transfers to the Customer or any of the Customer's Affiliates or any Replacement Supplier or any of its Sub-contractors (as applicable), as a result of the cessation of all or part of the Services for whatever reasons (**Transferring Employee(s)**), the parties will discuss how to address the situation and shall use reasonable endeavours to reach an agreement. In the absence of any agreement within a reasonable period, the Customer, any of the Customer's Affiliates or any Replacement Supplier or its Sub-contractors (as applicable) may dismiss any Transferring Employee. Dorset Software will indemnify and will keep indemnified the Customer and the Customer's Affiliates (for its or their benefit and for the benefit of any Replacement Supplier or its Sub-contractors) from all Employee Liabilities which the Customer, any of the Customer's Affiliates or any Replacement Supplier or its Sub-contractors may incur as a result of the TUPE Regulations applying or being alleged to apply to any Transferring Employee including Employee Liabilities arising out of or in connection with any dismissal of any Transferring Employee permitted by this clause 4.3 (including the cost of employment until the date of dismissal provided that such dismissal takes place without unreasonable delay).

Signed by [NAME OF DIRECTOR] for and on behalf of DORSET SOFTWARE LIMITED	....
	Director

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CUSTOMER]	....
	Director