

MASTER SERVICES AGREEMENT FOR THE PURCHASE OF IT SERVICES

CUSTOMER (CUSTOMER) and TIGERSi Technologies Ltd.

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1. AGREEMENT DETAILS:

THIS AGREEMENT is dated [Date] between

PARTIES

- (1) **Customer (CUSTOMER)** incorporated and registered in England and Wales as a company limited by guarantee with company number Customer Org ID whose registered office is at **Customer Reg Office (Customer)**.
- (2) **(CUSTOMER)**.
- (3) **TIGERSi Technologies Ltd.** incorporated and registered in England and Wales with company number 07917366 whose registered office is at 11 FigFlex, Oak House, Central Park, Watford, WD24 4QN **(Supplier)**.

BACKGROUND

- (a) The Supplier is an expert consultancy for providing Software Testing and Dev Ops Consultancy for complex CRM, Digital and Data Projects. The Supplier also has expertise in managing User Acceptance Testing and Test Strategy development.
- (b) The Supplier is responsible for providing Functional Testing, Regression Testing services and support User Acceptance Testing for specific work packages for the projects mentioned above thereby driving the efficient delivery of the above projects within CUSTOMER. Testing activity is a critical component of the overall project lifecycle.
- (c) This agreement is a framework agreement under which CUSTOMER may request services from the supplier by entering statement(s) of work(s).

2. AGREED TERMS

2.1 Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Business Continuity Planning, (BCP): the plan which sets out the procedure to be adopted by Supplier in the event that any documents, data, services equipment, facilities or premises relevant to the Services, or the Service themselves are damaged or become unavailable by reason of a BCP Scenario including the procedures to be taken by the Supplier in planning and providing for any such event. The Supplier shall send to CUSTOMER the BCP which will be signed by both parties within four weeks of the commencement date of this Agreement

CUSTOMER's Project Manager: CUSTOMER's manager for the Project appointed in accordance with clause 6(a).

CUSTOMER's Responsibilities: CUSTOMER's obligations set out in clause 6.

Deliverables: all products and materials developed by the Supplier in relation to the Project in any media, including without limitation the source code, object code, computer programs, data, diagrams, reports and specifications (including drafts).

Intellectual Property Rights: rights to copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Man Day: a day of not less than eight hours spent working on the Project.

Project: the project, as described in the Statement of Work.

Project Plan: the detailed plan describing the Project and setting out the timetable (including Project Milestones) and responsibilities for the provision of the Services by the Supplier in accordance with the Specification, [attached to this agreement as **Error! Reference source not found.**2 OR to be agreed with and delivered to CUSTOMER and, on such agreement, to be attached to this agreement as **Error! Reference source not found.** and form part of it].

Project Milestone: a date by which a part of the Project shall be completed, as specified in the Project Plan.

Proposal: the materials handed to CUSTOMER supporting the Supplier's presentation to CUSTOMER and describing how the Supplier proposes to carry out the Project.

Rate Card: as set out in Annex 7

Specification: the technical specifications for the Project [, attached to this as **Error! Reference source not found.** OR to be agreed with and delivered to CUSTOMER and, on such agreement, to be attached to this agreement as **Error! Reference source not found.** and form part of it.]

Services: the consulting and related services to be supplied, and obligations to be performed, by the Supplier in connection with the Project as set out in the Statement of Work.

Statement of Work: means the respective statement of work(s) attached to this Agreement as Annex 1 setting out the scope of the Project, the Services to be performed and the Deliverables.

Supplier's Project Manager: the Supplier's manager for the Project appointed in accordance with clause 4.4

Supplier's Project Team: has the meaning given in clause 4.5.

VAT: value added tax chargeable under English law for the time being and any similar tax.

- 2.2 Headings do not affect the interpretation of this agreement.
- 2.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.4 A reference to working days means Monday to Friday excluding English Bank Holidays.
- 2.5 The annexes from 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 annexes.
- 2.6 Any conflict between any of the provisions of this Agreement will be resolved in the following order of priority: (i) the main body of this Agreement and Annexes, (ii) the respective Statement of Work(s)

3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement is not intended to be an exclusive arrangement between the Supplier and CUSTOMER. CUSTOMER is not under any obligation to enter into a Statement of Work and may obtain services similar to the Services from any third party supplier.
- 3.2 Each Statement of Work entered into under this Agreement will constitute a separate agreement between the CUSTOMER and the Supplier for the provision of Services on the terms and conditions of this Agreement.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1 [If the Specification and Project Plan are not attached to this agreement when it is made:

- (a) the Supplier shall diligently prepare the Specification and/or the Project Plan (as the case may be) and, within the time stipulated by CUSTOMER, deliver the same to CUSTOMER for approval;
 - (b) if CUSTOMER approves the documents delivered under clause 4.1(a), the Supplier shall proceed with the rest of the Project at CUSTOMER's direction, but such approval shall not affect CUSTOMER in enforcing any other term of this agreement;
 - (c) if CUSTOMER does not approve any documents under clause 4.1(a), it shall notify the Supplier to that effect within 5 working days after delivery (or the due date for delivery in the case of non-delivery), stating in reasonable detail the reason(s) for non-approval; and
 - (d) on receipt of notice under clause 4.1(c), the Supplier shall (without affecting any other rights or remedies of CUSTOMER) promptly, and at its own cost, carry out all remedial work necessary to enable the Customer to give such approval.]
- 4.2 The Supplier shall manage and complete the Project, and deliver the Deliverables, in accordance with the Project Plan. The Supplier shall allocate sufficient resources to the Project to enable it to comply with this obligation.
- 4.3 Time is of the essence as to the performance of the Services. If the Supplier fails (in any case where clause 4.1 applies) to deliver the Specification and the Project Plan within the time stipulated for their delivery or to meet any performance dates specified in the Project Plan, CUSTOMER shall be entitled to:
 - (a) cancel this agreement in whole or in part without liability to the Supplier;
 - (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) purchase substitute services elsewhere;
 - (d) hold the Supplier accountable for any loss and additional costs incurred; and
 - (e) have refunded by the Supplier all sums previously paid by CUSTOMER to the Supplier under this agreement.
- 4.4 The Supplier shall co-operate with CUSTOMER in all matters relating to the Project and appoint a Project Manager, who shall have authority to commit the Supplier on all matters relating to the Project.
- 4.5 CUSTOMER may for any reason decline to accept any persons (including replacements) proposed by the Supplier to work on the Project (together referred to

as the **Supplier's Project Team**), and in such event the Supplier shall propose a replacement without delay. The Supplier shall ensure the continued availability of each member of the Supplier's Project Team during the Project. The Supplier shall promptly notify CUSTOMER if any member of the Supplier's Project Team is unable to work due to illness.

- 4.6 If the Supplier wishes to replace a member of the Supplier's Project Team, it shall seek the prior written approval of CUSTOMER, such approval not to be unreasonably withheld or delayed. If at any time CUSTOMER considers that any member of the Supplier's Project Team is not suitable for the purpose of this agreement, CUSTOMER may require the Supplier to replace that person with a suitable alternative without delay.

- 4.7 The Supplier acknowledges and agrees that:

- (a) CUSTOMER is entering into this agreement on the basis of the Proposal and that the Proposal is accurate and complete in all material respects, and is not misleading; and
- (b) if it considers that CUSTOMER is not or may not be complying with any of CUSTOMER's Responsibilities, it shall only be entitled to rely on this as relieving performance:
 - (i) to the extent that it restricts or precludes performance of the Services by the Supplier; and
 - (ii) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to CUSTOMER in writing.

5. DATA PROTECTION

- 5.1 The Supplier agrees that for the purposes of the Data Protection Legislation, CUSTOMER shall be the data controller and the Supplier shall be the data processor in respect of the processing of Personal Data. The Supplier warrants that, to the extent it processes any Personal Data on behalf of the CUSTOMER:
- a) It shall act **only** on instructions from the CUSTOMER; and comply with the Data Processor Requirements in Annex 4.

- b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- c) In this clause 3, **Personal Data** has the meaning given in Data Protection Legislation.
- d) In this clause 3, **Data protection legislation** means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant data protection legislation, as the same may be amended, modified, updated or replaced from time to time.

5.2 The Supplier shall at all times adhere to and be compliant with the prevailing PCI Data Security Standard in the provision of the Services.

5.3 In the absence of prior written agreement by CUSTOMER to the contrary, all data obtained or processed by the Supplier or any employee, agent or sub-contractor of the Supplier in relation to this Agreement:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in CUSTOMER and the Supplier hereby assigns absolutely to CUSTOMER all of its rights over such data.

5.4 The Supplier shall take all necessary steps to ensure that data or information belonging to CUSTOMER within its possession or control in the course of providing the Services is protected. In particular, the Supplier shall not:

- (a) use the data or information, nor reproduce the data or information in whole or in part in any form except as may be required in the performance of this Agreement; or
- (b) disclose the data or information to any third party or person not authorised by CUSTOMER to receive it, except with the prior written consent of CUSTOMER.

- 5.5 The Supplier shall not manipulate or in any other way interfere with any CUSTOMER data or information which is, at the relevant time, under the possession or control of the Supplier except when this is done to enable the Supplier to continue to provide the Services and with the express permission of CUSTOMER, in which case the Supplier shall provide CUSTOMER with such audit trails as CUSTOMER may consider necessary to show the way in which the Supplier has manipulated or otherwise interfered with the data or information.
- 5.7 The Supplier and CUSTOMER warrants that they are and will continue to be appropriately registered under the Data Protection Act 1998 and shall perform their obligations under this Agreement in accordance with the provisions of that Act and any other relevant data protection legislation or regulations from time to time in force.
- 5.8 Where data or information is supplied to the Supplier by CUSTOMER or third parties acting under their instructions, CUSTOMER gives no warranty and accepts no liability for the accuracy, quality or suitability of that data or information for any particular purpose or that such data or information was obtained and/or produced in accordance with the provisions of the Data Protection Act 1998. CUSTOMER shall not be liable for any loss, damage or expense incurred by the Supplier as a result of using such data or information.
- 5.9 Where data or information is supplied to CUSTOMER by the Supplier or by its 3rd parties acting under the Supplier's instructions, the Supplier warrants and represents that such data and/or information is accurate, of high quality and is suitable for the purposes requested by CUSTOMER and that such data and/or information was obtained and/or produced in accordance with The Data Protection Act 1998.
- 5.10 The Supplier hereby agrees to indemnify CUSTOMER and hold CUSTOMER harmless for any loss, damage or expense incurred by CUSTOMER arising out of any breach of this clause 3.

6. CUSTOMER'S RESPONSIBILITIES

CUSTOMER shall:

- (a) co-operate with the Supplier in all matters relating to the Project and appoint a Project Manager, who shall have the authority to commit CUSTOMER on all matters relating to the Project;

- (b) provide such access to CUSTOMER's premises and data, and such office accommodation and other facilities, as may reasonably be required by the Supplier and agreed by CUSTOMER in advance for the purposes of the Project provided that Supplier and Supplier's personnel comply with CUSTOMER's policies and procedures relating to such access; and
- (c) provide, in a timely manner, such information as the Supplier may request, and CUSTOMER considers reasonably necessary, in order to carry out the Project and ensure that all information CUSTOMER provides is accurate in all material respects.

7. DELAYS

- 7.1 The Supplier shall provide the Deliverables Ready for Service on or before the completion date agreed in the Project Plan.
- 7.2 If the Deliverables are not Ready for Service by the Completion Date, the Supplier shall pay to CUSTOMER for each day after the Completion Date until the date the System is Ready for Service the sum specified in Statement of Work as liquidated damages, and the Supplier agrees that this sum is a genuine pre-estimate by CUSTOMER of its loss caused by delay in provision of the System Ready for Service.

8. CHANGE CONTROL

- 8.1 CUSTOMER's Project Manager and the Supplier's Project Manager shall meet at least once every week to discuss matters relating to the Project or as otherwise agreed between the parties. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other party in writing.
- 8.2 If CUSTOMER requests a change to the scope of the Services:
 - (a) the Supplier shall, within a reasonable time (and in any event not more than five working days after receipt of CUSTOMER's request), but without further charge to CUSTOMER, provide a written estimate to CUSTOMER of:
 - (i) the likely time required to implement the change;
 - (ii) any necessary variations to the Supplier's charges as a result of the change;
 - (iii) the likely effect of the change on the Project Plan; and
 - (iv) any other impact of the change on the terms of this agreement;
 - (b) if CUSTOMER does not wish to proceed, there shall be no change to the Project Plan or this agreement; and

- (c) if CUSTOMER wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on the necessary variations to its charges, the Project Plan and any other relevant terms of this agreement to take account of the change.

8.3 If the Supplier requests a change to the scope of the Services, CUSTOMER shall not unreasonably withhold or delay consent to it. If CUSTOMER wishes the Supplier to proceed with the change, the Supplier shall do so. Unless the Supplier's request was attributable to CUSTOMER's non-compliance with CUSTOMER's Responsibilities, neither the Supplier's charges, the Project Plan nor any other terms of this agreement shall vary as a result of such change.

9. CHARGES AND PAYMENT

9.1 Clause 9.2 shall apply if the Services are to be provided on a time-and-materials basis. clause 9.3 shall apply if the Services are to be provided for a fixed price. The remainder of this clause 9 shall apply in either case.

9.2 Where the Services are provided on a time-and-materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates in force for its Supplier's Project Team involved in the supply of the Services, details of which are set out in the Proposal;
- (b) the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
- (c) the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's Project Team unless it has CUSTOMER's prior written consent to do so;
- (d) the Supplier shall ensure that the members of the Supplier's Project Team complete time sheets recording time spent on the Project, and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 9.2(e); and
- (e) the Supplier shall invoice CUSTOMER monthly in arrears for its charges for time, expenses and materials (together with VAT), where appropriate) for the month concerned, calculated as provided in this clause 9. Each invoice shall set out the time spent by each member of the Supplier's Project Team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

- 9.3 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Proposal. The total price shall be paid to the Supplier in instalments as set out in the Project Plan, with the payment of each instalment being conditional on the Supplier having achieved the appropriate Project Milestone as set out in the Project Plan. On achieving a Project Milestone, the Supplier shall invoice CUSTOMER for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in this clause 9.
- 9.4 The Supplier's charges exclude:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by members of the Supplier's Project Team in connection with the Services, and the cost of any materials or services reasonably and properly provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier at cost price. The Supplier shall obtain CUSTOMER's approval before incurring any such expense, material or service exceeding £50.00; and
 - (b) VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 9.5 CUSTOMER shall pay each invoice properly due, issued and submitted by Supplier within 45 days of receipt.
- 9.6 Claims for payment in respect of materials purchased by or services provided to the Supplier, or for reimbursement of expenses, shall be payable by CUSTOMER only if accompanied by relevant receipts.
- 9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as CUSTOMER shall approve. The Supplier shall allow CUSTOMER to inspect such records at all reasonable times on request.
- 9.8 Without prejudice to any other right or remedy it may have, CUSTOMER reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by CUSTOMER to the Supplier under this agreement.

10. QUALITY OF SERVICES

- 10.1 The Supplier warrants to CUSTOMER that:

- (a) the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- (b) the Services will conform with all descriptions and specifications provided to CUSTOMER by the Supplier, including the Specification and Project Plan; and
- (c) the Services will be provided in accordance with all applicable legislation from time to time in force.

10.2 CUSTOMER's rights under this agreement are in addition to the statutory terms implied in favour of CUSTOMER by the Supply of Goods and Services Act 1982 and any other statute.

10.3 The provisions of this clause 10 shall survive any performance, acceptance or payment pursuant to this agreement and shall extend to any substituted or remedial services provided by the Supplier.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier hereby assigns to CUSTOMER, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables).

11.2 The Supplier shall, promptly at CUSTOMER's request, do or procure to be done all such further acts and things and the execution of all such other documents as CUSTOMER may from time to time require for the purpose of securing for CUSTOMER the full benefit of this agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to CUSTOMER in accordance with clause 11.1.

12. INDEMNITY AND LIABILITY

12.1 The Supplier shall indemnify and hold CUSTOMER harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, CUSTOMER as a result of or in connection with:

- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables); or

- (b) any claim made against CUSTOMER in respect of any liability, loss, damage, injury, cost or expense sustained by CUSTOMER's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this agreement by the Supplier.

12.2 During the term of this agreement, the Supplier shall maintain in force with a reputable insurance company professional indemnity insurance in an amount not less than £1 million and shall, on CUSTOMER's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

12.3 The maximum aggregate liability of CUSTOMER shall be the Charges payable to the Supplier in the twelve month period in which such liability arose.

13. CONFIDENTIALITY AND CUSTOMER'S PROPERTY

13.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by CUSTOMER or its agents, and any other confidential information concerning CUSTOMER's business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to CUSTOMER, and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier.

13.2 All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by CUSTOMER to the Supplier shall at all times be and remain the exclusive property of CUSTOMER, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to CUSTOMER, and shall not be disposed of or used other than in accordance with CUSTOMER's written instructions or authorisation.

13.3 This clause 13 shall survive termination of this agreement for any reason.

14. TERMINATION

- 14.1 Without prejudice to any other rights or remedies to which CUSTOMER may be entitled, CUSTOMER may terminate this agreement and any Statement of Work at any time by on giving not less than one months written notice to the Supplier. Termination of any individual Statement of Work pursuant to this provision shall not affect any other existing Statement of Work unless notice is also given in respect of such Statement of Work or the Notice terminates this Agreement in its entirety expressly stating that all Statement of Works are terminated.
- 14.2 CUSTOMER may terminate this agreement and all Statements of Work without liability to the Supplier if:
- (a) the performance of the Services is delayed, hindered or prevented by circumstances beyond the Supplier's reasonable control; or
 - (b) the Supplier commits any breach of its obligations under this agreement and fails to remedy that breach within 14 days of receiving written notice from CUSTOMER requiring its remedy; or
 - (c) an order is made or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Supplier; or
 - (d) an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (e) a receiver is appointed of any of the Supplier's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's assets; or
 - (f) the Supplier makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
 - (g) the Supplier ceases, or threatens to cease, to trade; or
 - (h) there is a change of control of the Supplier; or
 - (i) the Supplier takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

For the avoidance of doubt, if CUSTOMER is entitled to exercise its right to terminate a Statement of Work pursuant to Clause 14.2 than CUSTOMER (at its discretion) shall

also be entitled to terminate this Agreement together with all other Statements of Works.

- 14.3 On termination of this agreement and/or Statement of Work for any reason, the Supplier shall immediately deliver to CUSTOMER all copies of information or data provided by CUSTOMER to the Supplier for the purposes of the agreement. The Supplier shall certify to CUSTOMER that it has not retained any copies of such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in clause 13.
- 14.4 On termination of this agreement and/or Statement of Work by CUSTOMER, the Supplier shall immediately deliver to CUSTOMER all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to CUSTOMER (to the extent that they have not already done so by virtue of clause 11.1), who shall be entitled to enter the premises of the Supplier to take possession of them.
- 14.5 Termination of this agreement and/or Statement of Work, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

15. REMEDIES

If any Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of this agreement, CUSTOMER shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- (a) to rescind this agreement; or
 - (b) to refuse to accept the provision of any further Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by CUSTOMER to the Supplier under this agreement; or
 - (c) to require the Supplier, without charge to CUSTOMER, to carry out such additional work as is necessary to correct the Supplier's failure,
- and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of this agreement not otherwise covered by the foregoing provisions of this clause.

16. BCP

- 16.1 The Supplier shall maintain reasonable disaster recovery facilities and contingency plans to ensure the continuing supply of Service notwithstanding any disaster or event which would otherwise adversely affect such Services
- 16.2 Supplier shall at all times comply with the relevant provisions of the BCP
- 16.3 Following the declaration of a BCP Scenario in respect of any of the Services, Supplier shall:
- a) Implement the BCP
 - b) Continue to provide the affect Service to CUSTOMER in accordance with the BCP
 - c) Restore the affected Services to normal with the period laid out in the BCP

17. AUDIT

The CUSTOMER shall have the right to audit the Supplier's compliance with this agreement on giving seven days' written notice to the Supplier. At the CUSTOMER's option, this audit may cover documents only or may include onsite audit, subject to the CUSTOMER notifying the Supplier of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

18. TUPE

- 18.1 In this Clause 18 "TUPE Regulations" means the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended; "Directive" means the Acquired Rights Directive 1977 and "National Legislation" means the legislation enacted in any member state of the European Union giving effect to the Directive.
- 18.2 Supplier and CUSTOMER agree that on the expiry or earlier termination of this Agreement or any Statement of Work it is intended by the Parties that there shall be no transfer of an undertaking or transfer of employment of the Parties' Personnel within the meaning of TUPE, the Directive or any National Legislation and consequently, that no Personnel of either Party engaged in connection with the

Services should become an employee of the other Party or any successor Supplier to Supplier (“Successor Supplier”).

- 18.3 If there is any allegation brought by one of the Party’s Personnel or a finding (by a court or tribunal of competent jurisdiction) that any Personnel of either Party engaged in connection with the Services shall have become an employee of the other Party or any Successor Supplier by operation of TUPE, the Directive or any National Legislation as a consequence of the termination of this Agreement (whether alone or taken together with any other agreement(s) or arrangements entered into between Supplier or any sub-contractor of Supplier now or at any time in the future) or any Statement of Work (an ‘Outgoing TUPE Event’) then clause 18.4 shall apply.
- 18.4 In the event of an Outgoing TUPE Event relating to the transfer of Supplier’s Personnel to CUSTOMER or any Successor Supplier as described in clause 18, the Supplier shall indemnify CUSTOMER and/or any Successor Supplier and their directors, officers, employees and agents on a full and continuing basis from and against any and all claims brought by Supplier’s Personnel (or the estate or representative of such Personnel), liabilities (both joint and several), awards, losses, damages, costs and expenses (including any fines, reasonable legal expenses on a solicitor/client basis, reasonable counsel’s fees, reasonable expert witness fees, and reasonable costs of settlement) arising out of or in connection with the employment (alleged or actual) or the termination of employment of such Personnel. CUSTOMER shall be permitted to assign the benefit of this indemnity to any Successor Supplier engaged in providing similar services to the Services.

19. FORCE MAJEURE

CUSTOMER reserves the right to defer the date for performance of, or payment for, the Services, or to cancel this agreement, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of CUSTOMER or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

20. WAIVER

- 20.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 20.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

21. ASSIGNMENT

- 21.1 The Supplier shall not, without the prior written consent of CUSTOMER, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 21.2 CUSTOMER may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22. THIRD PARTY RIGHTS

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

23. NO PARTNERSHIP

The Supplier will be an independent contractor of CUSTOMER and nothing in this Agreement will be construed as to deem the Supplier, or any sub-contractors or Employees to be an employee, servant, partner or joint venture of CUSTOMER.

24. NOTICES

Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in this agreement, or such other address as may have been notified by a party for such purposes, or sent by fax to the other party's fax number as set out in this agreement. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time when it would have been delivered in the normal course of

post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

25. SUB-CONTRACTING

The Supplier will not be entitled to appoint any sub-contractors without the prior written consent of CUSTOMER in CUSTOMER's absolute discretion. Any sub-contracting by the Supplier will not relieve or discharge the Supplier from any of its obligations or responsibilities under this Agreement

26. PUBLICITY AND BRANDING

26.1 Neither Party will advertise nor make any public announcement in respect of this Agreement nor use or refer to the name, trade mark or trade name of the other Party in any disclosure without the prior written consent of the other Party.

26.2 The Supplier will not make use of any CUSTOMER's logos, trade and service marks, business formats, corporate identity, fonts or colour combinations except with the express consent of CUSTOMER in writing.

27. GOVERNING LAW AND JURISDICTION

27.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by, and construed in accordance with, the law of England.

27.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

Signed by

for and on behalf of **Customer (CUSTOMER)**

.....

Title:

Date:

Signed by

for and on behalf of **TIGERSi Technologies
Limited**

.....

Title:

Date:

Statement of Work

**For the supply of services relating to Software Testing and QA Consultancy for
[‘Project Name’] Projects.**

This Statement of Work, numbered ‘**SoW ID**’ is updated on **[date]**

Between

- (4) **CUSTOMER** incorporated and registered in England and Wales as a company limited by guarantee with company number [Customer Org ID] whose registered office is at [**Customer Reg Office**] (**Customer**).

AND

TIGERSi Technologies Ltd. incorporated and registered in England and Wales with company number 07917366 whose registered office is at 42 – 44 Clarendon Road, Watford, WD17 1JJ (**Supplier**).

1. GOVERNING TERMS

This Statement of Work (SoW) incorporates the terms and conditions contained in the framework agreement known as the “Framework Agreement Name” dated **[Date]** between **TIGERSi Technologies Ltd.** and **CUSTOMER**”, and when signed by CUSTOMER and Supplier establishes the terms and conditions under which the Supplier shall supply the Services specified below to CUSTOMER.

2. SCOPE OF THE PROJECT

Name of Project and brief details/key processes to be covered: [To be updated]

The Supplier is an expert consultancy for providing Software Testing and Dev Ops Consultancy for complex CRM, Digital and Data Projects. The Supplier also has expertise in managing User Acceptance Testing and Test Strategy development.

The Supplier is responsible for providing Functional Testing, Regression Testing services and support User Acceptance Testing for specific work packages for the projects mentioned above thereby driving the efficient delivery of the above projects within CUSTOMER. Testing activity is a critical component of the overall project lifecycle.

The Supplier has agreed to deliver the workpackage for CUSTOMER’s Project [Project Name] on time and materials basis to support CUSTOMER’s Project Team.

3. THE SERVICES

CUSTOMER requires the following: The Supplier will deliver [work package] which will cover the following responsibilities for supporting the CUSTOMER’s Team. [to update with details]

As a result, TIGERSi will deliver following work package:

- [update details here].

4. PAYMENT TERMS

As per the Service Agreement.

5. SUPPLIER AND CUSTOMER RESPONSIBILITY

The Supplier and Customer obligations in this Clause 5 shall be read in conjunction with Clauses mention in the framework Agreement. In the event of conflict between the provisions of Clauses 2 of the Agreement and this Clause 5 than the provisions of this Clause 5 of the SOW, shall take precedence.

5.1 Responsibilities of Supplier:

- (a) The Supplier shall use its reasonable endeavours to ensure that the resources provided by the Supplier are efficient, honest and reliable but it is CUSTOMER's responsibility to ensure that the resource is suitable for it's requirement.
- (b) In the event of CUSTOMER requesting the replacement of a resource on the grounds of poor performance than CUSTOMER shall give the Supplier 2 working days notice to provide a suitable alternative replacement.
- (c) Supplier will provide a replacement consultant in case of removal or unavailability of assigned resource on the project with appropriate skills and adequate notice.
- (d) The Services shall be provided from the Start Date until the End Date.
- (e) The Supplier shall ensure that it:
 - (i) supplies the Services in accordance with Good Industry Practice;
 - (ii) uses reasonable care and skill in supplying the Services;
 - (iii) complies with CUSTOMER's reasonable requirements as may be notified by CUSTOMER to the Supplier from time to time;
 - (iv) Provide the skills and experience required for delivering the project work package required.
 - (v) complies with all of CUSTOMER's regulations, policies and protocols as notified by CUSTOMER to the Supplier from time to time, including on health and safety and security (including IT security when accessing or using CUSTOMER's Systems);
 - (vi) provides a suitable replacement when the consultant is ill, incapacitated or not available; and

- (vii) does not during the provision of Services accept any other consultancy, employment, directorship or other position or engagement which would compromise or create a conflict of interest with its or their respective obligations under this SOW and/or Agreement.
- (f) The Supplier will take out and maintain throughout the Services, Public Liability Insurance to the sum of £ 5,000,000; Employer's Liability Insurance to the sum of £5,000,000; and Professional Indemnity Insurance to the sum of £1,000,000.
- (g) Give a minimum of 2 week's notice of rotation of resources and subject to Clause 5(1) (b) above CUSTOMER shall give a minimum of 2 week's notice that a resource is no longer required by CUSTOMER.

5.2 Customer Obligations And Dependencies:

- (a) CUSTOMER will endeavour to ensure TIGERSi is actively involved in the scoping and requirements stage of the testing lifecycle to ensure end to end Quality Assurance as part of this service.
- (b) CUSTOMER will adhere to the terms outlined and will provide PO's in good time and payment within 45 days
- (c) CUSTOMER ITS Test Manager will provide a formal fortnightly written feedback on the overall quality of deliverables. This feedback will be used by the Supplier for taking any remedial steps. The Suppliers Account Manager will be the first point of contact for any escalations related to the performance and quality issues.
- (d) CUSTOMER Project Manager/CUSTOMER Test Manager will discuss any overtime requirement with the Suppliers Account Manager.

6. DELIVERABLES

The Supplier shall deliver to CUSTOMER:

The Deliverables are as set out in the Services section (Clause 3) of this SOW.

7. USE OF DELIVERABLES

The Deliverables and any other advice provided by Supplier is for CUSTOMER's and that of its 3rd party subcontracts' use only and are provided for the sole purpose set out below:

Unless otherwise specifically stated in this Section 7, these are as per the Agreement and more particularly as set out in this SoW.

8. EQUIPMENT

[TO BE UPDATED BASED ON THE PROJECT REQUIREMENTS]

9. LOCATION,

Unless otherwise specifically stated in this Section 9, the location will be the offices of
[CUSTOMER, Address]

10. ACCEPTANCE CRITERIA (IF ANY) - N/A

11. PARTY REPRESENTATIVES

Supplier: Supplier Lead **CUSTOMER :** Cust Manager

12. SPECIAL CONDITIONS (IF ANY)

N/A

13. SERVICES / WORK PACKGE TO BE PROVIDED BY SUPPLIER

Delivery Project Description	Project	Estimated Effort	Estimated Start date	Estimated Costs GBP excluding VAT.
Software Testing for [project]	[update]	[Man days]	02/01/2020	GBP [amount]

Supplier shall provide the following resources for the periods mentioned below for of this SoW:

14. EXECUTED BY THE PARTIES

On behalf of Customer

Signed:

Name:

Title:

Manager

Date:

On behalf of Supplier

Signed:

Name:

Title:

Account

Date: