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Dated 16<sup>th</sup> May 2022

Client

and

Integrella Ltd

Master Services Agreement

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## Master Services Agreement

This **Master Services Agreement** is made on **DD Month 2021**.

Between

- 1) **Client Company Name** a company incorporated under the laws of England and Wales (registered company number **Company Number** whose registered office is at **Street, city, Postcode** ("Client"); and
- 2) **Integrella Limited** a company incorporated under the laws of England and Wales (registered company number **6367053**) whose registered office is at 25 Eccleston Place, London, SW1W 9NF, United Kingdom ("Supplier" or "Integrella").

Whereas:

- a) The Client requires certain services and the Supplier has agreed to provide such services to the Client at the outset of this Agreement and on an ad-hoc call-off basis during the term, on the terms and subject to the conditions of this Agreement.
- b) From time to time the Client may request additional services by way of a Statement of Work (as defined below). Each Statement of Work will be incorporated as part of this Agreement, in accordance with this Agreement.

It is hereby agreed as follows:

### 1 Definitions and interpretation

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

**Agreement** means this agreement, the attached schedules and each Statement of Work, in each case as may be amended from time to time in accordance with this Agreement;

**Authorised Contact** means the person nominated by the Client to manage the receipt of the Services by the Client;

**Charges** means the charges specified in the relevant Statement of Work;

**Call-off Consulting** the provision of Consulting services that are paid for in advance to obtain a pool of days which can be consumed in units of 2 hours;

**Client Data** means all data, information, text, drawings, statistics, personal data, analysis and other materials (static or otherwise) embodied in any form relating to the Client and which may be supplied by the Client and/or which the Supplier generates, collects, processes, stores

or transmits in connection with this Agreement;

**Confidential Information** means all information which a party may have or acquire before or after the date of this Agreement, whether conveyed orally, in writing, in machine readable form or otherwise which relates to the other party's (or a Group Company of that party's) business, products, developments, trade secrets, know-how, personnel, consultants and clients (whether or not designated as **confidential information** by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonably to be considered confidential;

**Consents** means all approvals, consents, licences, permissions and authorisations required from any government or similar body or any regulatory authority which are, from time to time, necessary for the provision of the Services by the Supplier;

**Consulting** means provision of specialist resources by the Supplier as set out in the Statement of Work;

**Deliverables** means the items that the Supplier is obliged to produce and provide to the Client as set out in any relevant Statement of Work or as otherwise agreed;

**Group Company** means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Intellectual Property Rights** means patents, inventions, know-how, trade secrets and other confidential information, computer programmes, registered designs, copyrights, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off;

**Laws** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

**Losses** means claims, demands, actions, proceedings and all damages, loss, reasonable costs and expenses (including reasonable legal costs);

**Quarter** means each period of three months beginning on [1 January, 1 April, 1 July and 1 October];

**Services** means the services to be provided by the Supplier to the Client under this Agreement as described in each Statement of Work, being either 'Development Services', 'Consultancy Services' or 'Long Term Support Services'.

**Statement of Work** defines project-specific activities, deliverables and timelines, containing the information specified in Schedule 1 to this MSA.

**Supplier Representative** means the person nominated by Supplier to manage the provision of the Services.

1.2 In this Agreement (unless the context otherwise requires):

- (a) The words **including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- (b) Reference to any Agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;
- (c) Words importing the singular shall include the plural and vice versa;
- (d) Words importing any one gender shall include the other gender;
- (e) Construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);
- (f) References to clauses, schedules or Statements of Work in this Agreement are, unless otherwise provided, references to the clause, schedule or Statement of Work of or to this Agreement;
- (g) References in a schedule or Statement of Work to paragraphs are to the paragraphs of that schedule or Statement of Work;
- (h) A reference to a clause or paragraph number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs;
- (i) Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;
- (j) In the event of any conflict or inconsistency between the various components of this Agreement, the order of precedence is as follows:
  - (i) The Statement of Work
  - (ii) This Agreement
  - (iii) Any other terms and conditions entered into by the parties;
- (k) References to a person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect.

## 2 Representations

- 2.1 Compliance with Laws: Each party shall comply with all Laws. However, the Supplier is not responsible for determining the requirements of Laws applicable to the Client's business and is under no obligation to ensure that the Services meet the requirements of such Laws.
- 2.2 Liability for consultants, subcontractors and agents: the Supplier may engage subcontractors to provide or assist in providing Services, in which case the Supplier remains responsible for the fulfilment of its obligations under the Agreement and for the performance of the Services.

### 3 Intellectual Property

- 3.1 The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use, copy and modify the Services and the Deliverables and sub-license Client Group Companies to do the same, for the purpose only of receiving and using the Services and the Deliverables in its business. Where a Statement of Works provides for access to the Integrella Dashboard and/or the Digital Integration Platform or installation of the Integrella Tooling and/or iSentry, the Supplier grants to the Client a non-exclusive, non-transferable, revocable licence to use that or those items for the term agreed by the parties, and the Client undertakes to comply with the terms of clause 20 (Integrella Tooling) and Schedule 2 (Digital Integration Platform) as applicable which shall apply to the exclusion of this clause 3 in relation to the Integrella Tooling and the Digital Integration Platform respectively.
- 3.2 Intellectual Property rights warranty: the Supplier warrants that the use of the Services and Deliverables by the Client or a Client Group Company in accordance with this Agreement and for the purposes contemplated by the parties to this Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 3.3 Intellectual Property Rights indemnity: if a third party claims that:
- (a) a Deliverable that the Supplier provides to the Client infringes that party's Intellectual Property Rights, the Supplier will indemnify the Client and keep the Client indemnified against that claim and pay all Losses that a court finally awards or that are included in a settlement in respect of the third party claim, provided that the Client promptly notifies the Supplier in writing of the claim whereupon the Supplier is to own and manage the defence of the claim. The Client is to cooperate with the Supplier in this defence and any related settlement negotiations should these arise;
  - (b) software managed by the Supplier as part of Long Term Support Services infringes that party's Intellectual Property Rights, the Client will indemnify the Supplier and keep the Supplier indemnified against that claim and pay all Losses that a court finally awards or that are included in a settlement in respect of the third party claim, provided that the Supplier promptly notifies the Client in writing of the claim whereupon the Client is to own and manage the defence of the claim. The Supplier is to cooperate with the Client in this defence and any related settlement negotiations should these arise.
- 3.4 In the event of a successful third party claim against the Client, the Supplier shall use reasonable endeavours to modify or replace (with one that is the functional equivalent) the Deliverable so it is non-infringing or otherwise to comply with any settlement or court order. Should the Supplier determine that it cannot modify or replace the Deliverable as required by this clause, the Client agrees to return the Deliverable to the Supplier on written request of the Supplier. Upon receipt of the Deliverable, the Supplier will award the Client a credit equal to the amount paid by the Client for the creation of the Deliverable.
- 3.5 The Supplier has no obligation regarding any claim based on any of the following:
- (a) Modification of the Deliverable or use of it with a third-party product (other than a product authorised by the Supplier) by the Client or a third party on the Client's behalf, except for modifications and/or third-party products approved by the Supplier in writing, or
  - (b) The use of the Deliverable or a related third-party product other than in accordance

with its applicable licences and restrictions, as identified within the relevant Statement of Work;

- (c) The combination, operation or use of the Deliverable or third-party product with any other product, hardware device, program, data, apparatus, method, or process that the Supplier did approve in advance (where the infringement and claim would have not occurred were it not for such combination, operation or use);
  - (d) Supply of any product by a third party.
- 3.6 This clause 3 states the entire obligation of the Supplier and the Client's exclusive remedy against the Supplier regarding any third party Intellectual Property Rights claims.
- 3.7 Ownership of the Intellectual Property Rights in, relating to, or arising from the Services and the Deliverables is retained by the Supplier (or its licensors), unless otherwise agreed in writing.

## 4 Client Responsibilities

### 4.1 The Client shall:

- (a) Fulfil any dependencies detailed in the relevant Statement of Work;
- (b) Permit the Supplier access to, and use of, the Client's facilities as identified within the relevant Statement of Work, within the Client's normal business hours so that the Supplier may comply with its obligations to provide the Services;
- (c) Provide the Supplier with access to such parts of the Client premises as the Supplier reasonably requires, as identified within the relevant Statement of Work, for the purpose only of properly providing the Services, or as otherwise agreed from time to time);
- (d) Promptly, and as fully as reasonably practicable, respond to all reasonable communications of the Supplier relating to the Services and Deliverables; and
- (e) Supply to the Supplier such information as it may reasonably require in order to provide the Services and Deliverables.

### 4.2 The Supplier will notify the Client as soon as reasonably practicable after it becomes aware of any failure or likely failure by the Client to perform the responsibilities set out in clause 4.1.

## 5 Supplier responsibilities

### 5.1 In providing the Services and Deliverables, the Supplier shall:

- (a) Provide the Services and the Deliverables in accordance with the relevant Statement of Work;
- (b) Perform the Services with a reasonable level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- (c) Co-operate with the Client in all matters relating to the Services and Deliverables, and comply with the Client's reasonable requests;
- (d) Observe all health and safety rules and regulations and any other reasonable security

requirements that apply at any of the Client's premises from time to time and that have been communicated to it;

- (e) Take good care of any Client's equipment provided by the Client; and
- (f) Not knowingly to do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

## 6 Data protection

- 6.1 Should the Services under a Statement of Work involve the processing of personal data by the Supplier, then prior to commencing such Services the parties will enter into the Supplier's data processing addendum at [insert URL] to ensure compliance with the relevant data protection legislation. The Client acknowledges that the DPA authorises the Supplier to appoint sub-processors, subject to the Supplier putting in place appropriate protections for personal data processed by the Supplier on behalf of the Client.

## 7 Confidential Information

- 7.1 Each party to this Agreement acknowledges that it may have access to Confidential Information of the other party and acknowledges that such Confidential Information is private and highly confidential.
- 7.2 Each party to this Agreement agrees that Confidential Information received under this Agreement shall remain confidential for the duration of this Agreement and an additional five (5) years from the termination date of this Agreement.
- 7.3 Neither party shall use any Confidential Information of the other party for any purpose other than the purposes specified in this Agreement or for which it was provided.
- 7.4 Each party to this Agreement shall restrict circulation of the Confidential Information to such of its employees, subcontractors, consultants, legal advisors and accountants as have a need to know in connection with the purpose of this Agreement and have agreed in writing to maintain confidentiality of Confidential Information.
- 7.5 The parties agree that the obligations of confidentiality shall not apply with respect to any Confidential Information that:
- (a) Is part of or becomes part of the public domain without violation of this Agreement;
  - (b) Was available to or known to the receiving party prior to the disclosure of Confidential Information;
  - (c) Was lawfully obtained from a third party without the obligation of confidentiality;
  - (d) Has been independently obtained without the benefit of any access or reference to the Confidential Information.
- 7.6 Notwithstanding the confidentiality obligations imposed in this clause 7, each party shall be authorised to disclose Confidential Information at the order of any competent court of law or competent official regulatory authority, provided that the other party has been given reasonable notice prior to disclosure in order to enable it to prevent such disclosure by procuring a protective order.



- 7.7 The party receiving tangible Confidential Information under this Agreement shall return all such information within thirty (30) days of written request from the disclosing party.
- 7.8 This clause 7 does not restrict the employees and/or consultants and/or subcontractors of the Supplier from applying the general knowledge, ideas and experience gained during the course of its business activities with the Client, for the purpose of performing like services to other clients, it being understood that such right shall only be restricted by the confidentiality obligations contained in this Agreement.

## 8 Non-solicitation and non-competition

- 8.1 Without the prior written consent of the other party, neither party shall, during the term of this Agreement and for one year thereafter directly or indirectly solicit the employment of or employ or engage any employee or consultant of the other party with whom it was involved in the performance of Services under this Agreement, unless in response to an advertising campaign of that party. A breach of clause 8.1 is subject to a charge of 100% of the employee's or consultant's annual remuneration as a contribution to loss of income and cost of re-hiring.

## 9 Change Control

- 9.1 In relation to Development Services, the Authorised Contact and the Supplier Representative shall meet at least once every month to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 9.2 In relation to Long Term Support Services, any change shall be requested at least six weeks before the end of a Quarter, for implementation in the following Quarter.
- 9.3 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:
- (a) The likely time required to implement the change;
  - (b) Any necessary variations to the Charges arising from the change;
  - (c) The likely effect of the change on the Statement of Work; and
  - (d) Any other impact of the change on the Agreement.
- 9.4 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary changes to this Agreement.

## 10 Term and termination

- 10.1 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 this clause 10.
- 10.2 This Agreement shall remain in force for the duration of the Services provided under all subsisting Statements of Work.
- 10.3 Either party is able to terminate a Statement of Work by providing the written notice specified

in the Statement of Work to the other party, unless explicitly stated otherwise in the Statement of Work. If the Services (or part of them) are so terminated, and unless explicitly stated in the Statement of Work, the Client shall pay as follows:

- (a) Time and materials engagements, the Client shall pay for the Services and Deliverables provided up to the date of termination but is not obliged to pay for Services not yet rendered outside the 30 day notice period;
- (b) Fixed price engagements, the Client shall pay for 20% of the project value if termination occurs after the project approval and 90% of the project value if the termination occurs after the first milestone is delivered.

10.4 In addition to the other rights of termination set out in this Agreement, this Agreement or a Statement of Work may be terminated by either party immediately on giving notice if the other party:

- (a) commits any material breach of any provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) business days of service upon the other party of a notice specifying the breach and requiring it to be remedied;
- (b) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken by it or any other person in respect of those circumstances or it ceases to pay its debts, threatens to suspend payment of its debts or becomes unable or admits its inability to pay its debts as they fall due.

10.5 If a party terminates this Agreement in accordance with clause 10.4, all Statements of Work then in existence shall be terminated automatically.

10.6 Upon termination of any Statement of Work, the Supplier shall be entitled to such access to the Client's software and systems as it shall require to disable or delete any software installed by the Supplier including, without limitation, Integrella Tooling and/or iSentry.

## 11 Dispute Resolution

11.1 Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.

11.2 Any dispute or disagreements or claims arising between the parties shall first be internally escalated to the respective management as identified in the Agreement.

11.3 In case of the failure to reach a resolution of any dispute or disagreement through the escalation process, the matter shall be referred to the jurisdiction of the English courts.

## 12 Notices

12.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by first-class post at its registered office or its principal place of business or sent by email to the email addresses specified below, or as communicated by the parties from

time to time:

- a) Supplier: [finance@integrella.com](mailto:finance@integrella.com);
- b) Client: [client@email](mailto:client@email).

- 12.2 Any notice shall be deemed to have been received, if sent by first-class post at 9.00 am on the second business day after posting or 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.

## 13 Governing Law and Jurisdiction

- 13.1 This Agreement shall be governed by and construed in accordance with English law.
- 13.2 Both parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any action, suit, proceeding or dispute arising from or in connection with this Agreement provided that each party may enforce any judgement of the English courts in the courts of any jurisdiction.

## 14 Force Majeure

- 14.1 The Supplier shall be relieved of its responsibilities to perform under this Agreement, and any relevant Statement of Work, to the extent such performance is hindered, delayed or prevented, directly or indirectly, by epidemic, pandemic, fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or labour difficulties or by any other event or circumstance that is beyond the reasonable control of the Supplier ("**Force Majeure Event**"). However, the Supplier shall make all commercially reasonable efforts to ensure that its responsibilities under this Agreement are carried out to the fullest extent possible and shall inform the Client regarding the Force Majeure Event as soon as possible, giving full details in writing of its expected effect or duration.

## 15 Miscellaneous

- 15.1 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 15.2 The Parties agree that the Client shall not be considered the employer of any employee, agent or subcontractor of the Supplier for any purpose. The Parties do not intend to create an agency, joint venture, or partnership between them.
- 15.3 The Client confirms that it has procured all required Consents to receive the Services under this Agreement.
- 15.4 Neither party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.
- 15.5 Amendments to this Agreement shall only be valid if made in writing and duly executed by both parties.
- 15.6 No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. A waiver by any party in relation to a

specific issue shall not constitute a waiver in respect of similar issues arising in the future, unless such waiver for future issues is explicitly indicated.

- 15.7 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and the affected provision shall be deemed replaced by such valid and enforceable provision, which comes closest to the original intention of the parties.
- 15.8 This Agreement, the Statement of Work and any written amendments to this Agreement form the entire agreement between the parties hereto with respect to the Services.
- 15.9 Subject to clause 7 (Confidential Information) and subject to obtaining the other party's prior written consent, each Party may refer to the other Party in its marketing materials and press releases, as well as on its website, but for avoidance of doubt, neither Party may make reference to the terms of the Agreement. Each Party grants permission to the other Party to use its logo and branding on its website and other marketing material.
- 15.10 In the event the Client decides to suspend any Development or Consultancy Services, the Client shall bear the cost associated with such Suspension, which are either 30 days' notice for each resource needed to fulfil the Statement of Work or the period of hold, whichever is shorter. Costs shall be borne irrespective of milestone completion, from the date of communication from the Client. If the suspension is for more than 12 months the Services will be deemed complete.

## 16 Insurance

- 16.1 The Supplier shall maintain comprehensive insurance in the amount of at least one million Pounds (£1,000,000) for professional liability. Such insurance shall be maintained with a reputable insurer. The Supplier shall provide a copy of its certificates of insurance to the Client upon request from the Client.
- 16.2 The Supplier shall obtain insurance coverage for Supplier staff provided by the Supplier while performing the Services and Deliverables. The Supplier shall provide Workers' Compensation Insurance, including Employer's Liability Insurance and social insurances in the amounts required by applicable Law.

## 17 Limitation of Liability

- 17.1 Nothing in the Agreement shall limit or exclude:
  - (a) any liability for fraud or fraudulent misrepresentation; or
  - (b) any liability to the extent that it may not be limited or excluded by law;
  - (c) any liability for death or personal injury caused by its negligence.
- 17.2 Neither party shall be liable to the other in respect of:
  - (a) any losses arising out of a Force Majeure Event; or
  - (b) any loss of profits or anticipated savings; or

- (c) any loss of revenue or income; or
- (d) any loss of business, contracts or opportunities.

- 17.3 Unless expressly provided in this Agreement, in no event shall either party be liable to the other for any indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort (including negligence) or otherwise.
- 17.4 Subject to Clause 17.1, the entire liability of the Supplier arising out of or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited (except in relation to payment obligations which shall not be treated as contributing to this amount) to a maximum of 125% of the total amount in the applicable Statement of Work provided that the Supplier's aggregate liability under this Agreement shall not exceed 125% of the aggregate total amount paid and payable by the Client to the Supplier under this Agreement. Where service credits are specified in a Statement of Work, the Supplier's liability shall be limited in accordance with the provisions applying to those service credits.

## 18 Financial Clarifications

- 18.1 All payments are to be made within 30 days of invoice receipt by the Client, unless stated otherwise within the relevant Statement of Work.
- 18.2 Late payment shall be subject to interest charged at 3% over the HSBC base rate (variable) on the outstanding amount.
- 18.3 The Client shall notify the Supplier in writing of any disputed invoice within 15 days of receipt of said invoice and shall pay any undisputed amount by the due date.
- 18.4 Travel and accommodation costs shall be charged to the Client at actual cost and at 45p per mile in the case of mileage. A per diem allowance of £50 for the UK and €50 for euro-countries is chargeable in addition. Consultants will always travel economy class and will stay in business traveller's hotels.
- 18.5 The Supplier shall be entitled to increase its prices annually with effect from each anniversary of the date of this Agreement by an amount equal to the increase in the Retail Price Index (RPI) or 3%, whichever is the greater.
- 18.6 Any additional work over and above that specified in the relevant Statement of Work, which is requested by the Client, shall be charged at the Suppliers standard daily rates, which will be confirmed by the Supplier in writing in advance.
- 18.7 All prices exclude VAT; payment of VAT is levied at the statutory rate from time to time. Should the Client be exempt from payment of VAT then the Client is to notify the Supplier, with the requisite documentation, as part of the Statement of Work.

## 19 General

- 19.1 Un-used Consultancy Call-off Consulting days can be carried forwards by the Client for a period of up to 12 months from the date of the Statement of Work, after which they are deemed provided.

- 19.2 Activities that take place outside normal business hours such as code-deployments at weekends or at antisocial hours shall be chargeable at one and a half times the Supplier standard daily rate.
- 19.3 A minimum of half a day is chargeable for weekend consultancy or consultancy carried out after 6pm and before 9am.
- 19.4 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## 20 Integrella Tooling

- 20.1 The Client acknowledges and agrees that the Supplier may install Integrella tooling (including software, frameworks, accelerators and other intellectual property) ('**Integrella Tooling**') on the Client's systems and use Integrella Tooling for the purpose of performing the Services.
- 20.2 The Client shall not:
  - (a) access, copy or otherwise use Integrella Tooling; or
  - (b) allow Integrella Tooling to become the subject of any charge, lien or encumbrance.
- 20.3 If the Supplier and the Client agree that the Client may access, copy and use Integrella Tooling following the expiry of the term of this Agreement, then the Client's use of Integrella Tooling shall be subject to the following provisions:
  - (a) Integrella grants to the Client a non-exclusive, non-transferable (whether by way of assignment, sub-licence or otherwise), royalty-free licence to access, copy and use Integrella Tooling for such fixed duration as may be agreed or, in the absence of agreement, until either party gives one week's notice of termination to the other party;
  - (b) the Client shall pay the Supplier such fee as may be agreed;
  - (c) unless otherwise agreed, Integrella shall invoice the Client for use of Integrella Tooling monthly in advance, and the Client shall pay each such invoice within thirty (30) days; and
  - (d) the Client acknowledges that the Supplier does not offer any form of support or maintenance for Integrella Tooling (whether paid or unpaid) and that the Supplier may, at its discretion, make available to the Client upgrades or updates to Integrella Tooling, but is under no obligation to do so.

## Schedule 1 – Template Statement of Work

This Statement of Work is entered into by the parties pursuant to a Master Services Agreement dated *[insert date of MSA]*

**[Development Services/Long Term Support Services/[Call-off] Consulting]** *[delete as applicable]*

- Services: *[detail development/consultancy services potentially by reference to a specification]*  
OR [Provision of long term support services in accordance with the SLA at *[insert URL]* and The Support Program below comprising the following:
  - 2<sup>nd</sup> and 3<sup>rd</sup> line assistance for *[insert number]* interfaces (an 'interface' being a source system or endpoint sending various messages to a target system or end point) running in the *[insert name of]* environment (**System**).
  - Acting as the single point of contact for handling technical issues with the System product sets.
  - providing a 'break-fix solution' if any part of the System has connection issues; becomes in an unusable state; or there is a persistent issue in the System that needs investigation. Integrella will investigate the issue, provide recommendations and bring the System back to a useable state or raise a change request as necessary.
- Support Program (Long Term Support Services only)

Features	Included
<b><u>SERVICE COVERAGE</u></b>	
- Coverage hours	24x7x52: <b>Business hours</b> 9:00 – 17:30 P1, P2, P3 and P4 <b>Out of hours</b> 17:30 – 9:00 P1, P2 Incidents
- Anticipated number of Incidents per year	Unlimited
- Communication methods	Internet/Phone/Email/ Fax
- Authorised Contacts	Designated Consultant Support
- Access to Support Portal, for Incident Reporting & Tracking Downloading Software (Maintenance Programs) Downloading Updates & Patches Information Services Contract Information Configuration information	Yes Yes  Yes Yes Yes Yes Yes

Procurement Access	
Proactive monitoring	
- Service reviews per Month	Yes
<b><u>SERVICE LEVELS</u></b>	
- Response Time <sup>1</sup> for Priority 1 (P1)	15 Minutes
- Response Time for Priority 2 (P2)	30 Minutes
- Response Time for Priority 3 (P3)	2 Hours
- Response Time for Priority 4 (P4)	8 Hours
- 24 x 7 x 52 support for Priority 1	Yes
<b><u>SERVICE ENHANCEMENTS</u></b>	
- Additional Authorised contacts	Yes
- Assigned Support Engagement Manager	Yes

- Alerts (Long Term Support Services only)

Lost Read connection	To indicate that the integration middleware lost the connection to the remote system whilst trying to read a response from it
Negative Ack	Indicates that the remote system replied with a negative acknowledgement (NACK)
Queue Count Alert	Indicates that the system has queued up a certain number of messages, indicating that the target system is not available
TCP/HTTPS Connection Timeout	Indicates that a source or target system is unavailable
TCP/HTTPS Read timeout	Indicates that integration middleware did not receive an acknowledgement from the remote system
Queue Wait Alert	Indicates that a message (with the supplied ID) has been sitting in the integration middleware outbound queue for over 240 seconds, indicating that the target system is unavailable

- Deliverables: *[insert details of deliverables (if any)]* OR [N/A]
- Dependencies: *[insert details of any Client obligations, in the case of Long Term Support Services: the Client obligations detailed at [insert URL]]*
- Access to Integrella Dashboard: [Yes/No]
- Access to Integrella iSentry monitoring: [Yes/No]
- Access to Integrella Tools: [Yes/No]

<sup>1</sup> Response times are not rectification times.



- Access to Digital Integration Platform: [Yes/No]
- Authorised Contact: *[insert name]*
- Supplier's Representative: *[insert name]*
- Governance Meetings: *[insert details]*
- Charges: *[insert details]*
- Start date and term: [Specify when the Services will commence and any fixed term].
- Timetable: [Set out the timetable for performing the Works].
- Notice Period: three months
- Acceptance Criteria: [Set out any criteria for accepting the Deliverables or the Milestones].

.....  
Signed by [NAME OF CLIENT REPRESENTATIVE] for and on behalf of the Client.

.....  
Signed by [NAME OF SUPPLIER REPRESENTATIVE] for and on behalf of the Supplier.

## Schedule 2 – License Agreement for Digital Integration Platform

### 1. Background

Integrella licenses the **Digital Integration Platform** to the Client under the terms of this Schedule which are in addition to the terms of the Agreement of which it forms part. In the event of conflict between the terms of the Agreement and this Schedule, the Schedule shall take precedence.

### 2. Definitions

2.1 The definitions and rules of interpretation in this clause apply in this licence:

- a. **“Digital Integration Platform”** means the Integrella software and artefacts being Integrella’s own proprietary tool for building and running APIs, which includes API Management, service mesh, microservice architecture, an API developer portal, a role based access control (RBAC), CI/CD process and includes all aspects of the software, all Intellectual Property Rights and concepts used in the software framework; any logos and designs; the source code, deployment scripts, components and example APIs; the runtime processes; documentation, user guides, design documents.
- b. **“Derivative Works”** means any know-how, experiences, workarounds, patches, bots and other works that are based on (or derived from) the use or performance of the Digital Integration Platform or any other software developed around the Digital Integration Platform leveraging the Intellectual Property Rights present in the Digital Integration Platform.
- c. **“Own Infrastructure”** means any infrastructure (cloud platform, data centre, personal computer) that is used solely by the Client. This does not exclude infrastructure managed by a third-party as long as it is managed for the sole benefit of the Client.

### 3. Licence

- 3.1 Subject to the terms and conditions of this agreement and in consideration of the Client utilising the Digital Integration Platform and developing it in a manner envisaged by this Agreement, Integrella hereby grants to the Client a royalty- free, non-exclusive, non-transferable and non-sub-licensable, perpetual licence to: (i) modify the Digital Integration Platform, subject to clause 3.8, and/or (ii) use the Digital Integration Platform to create and manage APIs in each case for internal use by the Client only. For clarity, this licence gives the Client the rights to deploy and run the Digital Integration Platform onto any and all Own Infrastructure (production or otherwise) only.
- 3.2 The Digital Integration Platform can be obtained from Integrella through a repository selected or approved by Integrella or by any other means agreed by Integrella in writing. Integrella shall only provide a copy of the object code form of the Digital Integration Platform.

- 3.3 The Client may make as many backup copies of the Digital Integration Platform as may be necessary for its lawful use under the terms of this Agreement.
- 3.4 The Client shall take full responsibility for anything that is subsequently produced from the Digital Integration Platform by or for the Client.
- 3.5 The Client shall ensure that the Digital Integration Platform, or any Derivative Works produced by or for the Client are not used, modified or otherwise dealt with: (i) in an illegal or unethical manner; and (ii) contrary to the open source terms of the Apache 2.0 license which can be found here: <https://www.apache.org/licenses/LICENSE-2.0>.
- 3.6 The licence explicitly forbids resale or sharing of the source code of the Digital Integration Platform or any Derivative Works with anyone (including, but not limited to, open sourcing it) and any access to the source code granted to a third-party performing work for the Client or any group company, employee, agent, representative or other affiliate of the Client shall need to be under a robust non-disclosure agreement that is satisfactory to Integrella. The consent of Integrella to each any such third party must be obtained prior to work commencing and the Client shall ensure that each such third party deletes the source code and any derivative works once its services are completed and as soon as is practically feasible.
- 3.7 The Client shall not use any information provided by Integrella to create any software whose expression is substantially similar to that of the Digital Integration Platform or any Derivative Works nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 3.8 The Client accepts that as between the parties the copyright and other Intellectual Property Rights: (i) in the Digital Integration Platform remain with Integrella or its applicable licensor(s); and (ii) in the Derivative Works vest in Integrella on creation (and Integrella is fully entitled, as owner of the same, to use the Derivative Works for any new update, update or release/version of the Digital Integration Platform). The Client shall ensure that all moral rights in Derivative Works are waived, and in any event are treated as waived, with effect from the vesting time stated in the first sentence of this clause 3.8. At such vesting time Integrella shall be deemed to have granted a royalty-free, non-exclusive, non-transferable and non-sub-licensable, perpetual license to the Client to use the Derivative Works for its own internal business purposes.
- 3.9 Integrella may at any time sub-license, assign, novate, grant a charge over or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Client.
- 3.10 The agreement does not entitle the Client to any update, upgrade or new release/version of the Digital Integration Platform.
- 3.11 Integrella has no obligation to provide, or continue to provide, any support for any particular update, upgrade or release/version of the Digital Integration Platform.

## 4. Integrella Trademarks

This License does not grant permission to use the trade names, trademarks, service marks, or product names of Integrella, except as required for reasonable and customary use in describing the origin of the Digital Integration Platform. Also, in any event, if Integrella so requires it, the Client shall specifically include the phrase “Powered by Integrella” or a similar phrase on any

and all applicable channels in the form and location that Integrella requests or approves expressly in writing.

Licence schedule accepted and agreed on behalf of

**Client Company**

Authorised Signatory	Name	Date
<hr/>		

**Integrella Ltd**

Authorised Signatory	Name	Marcus Davies CEO Integrella	Date
<hr/>			

Agreement accepted and agreed for and behalf of

**Client Company**

Authorised Signatory	Name	Date
<hr/>		

Accepted and agreed for and  
behalf of

**Integrella Ltd**

	Marcus Davies CEO Integrella	DD.MM.YY
Authorised Signatory	Name	Date
<hr/>		