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Terms and Conditions

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Agile Solutions GB Ltd. Terms and Conditions for the Provision of Professional Services

1. INTERPRETATION

- 1.1 The following phrases shall have the meaning given below for the purposes of these Terms and Conditions:

"Agreement" shall mean the agreement between Agile and the Client comprising of a Statement of Work agreed by Agile and the relevant Client and these Terms and Conditions.

"Agile" shall mean Agile Solutions (GB) Limited, a company incorporated in England and Wales with company number 08997297 whose registered office is at 454 Exchange House, CBX1 Midsummer Boulevard, Milton Keynes, MK9 2EA.

"Agile Personnel" means any employee, consultant or sub-contractor of Agile tasked with performing any of the Services or undertaking any other duties in connection with the Agreement.

"Background IP" means any and all Intellectual Property Rights, owned or controlled by the relevant party or licensed to the relevant party prior to the Effective Date or that are created after the Effective Date and are not Developments and are unconnected with the Services.

"Best Industry Practice" in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or a recognised company engaged in the same type of activity under the same or similar circumstances.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England.

"Charges" shall mean Fees and Expenses.

"Client" has the meaning given in the relevant Statement of Work.

"Confidential Information" means information that one party (or its affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would reasonably be considered confidential information due to its nature or manner of disclosure.

"Controller" has the meaning given in the Data Protection Laws.

"Data Protection Laws" means, as applicable to any party:

the GDPR;

the Data Protection Act 2018;

the Privacy and Electronic Communications (EC Directive) Regulations 2003;

any other applicable law relating to the Processing, privacy and/or use of Personal Data;

any laws which implement or supplement any such laws; and

any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

"Developments" shall mean any ideas, know-how, techniques, documentation, software, reports or specifications which may be developed by Agile hereunder.

"Disclosing Party" has the meaning given in Clause 8.1.4.

"Effective Date" has the meaning given in Clause 2.1.

"Expenses" has the meaning given in Clause 3.2.

"Fees" has the meaning given in Clause 3.1.

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

"Group" shall mean in relation to a company any subsidiary, holding company, ultimate holding company or subsidiary of such holding company or ultimate holding company and "subsidiary" and "holding" company shall bear the meanings attributed to them in Section 1149 of the Companies Act 2006.

"Intellectual Property Rights" means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising.

"Material(s)" shall mean any design, specification, instruction, software, information, data or other like documents supplied by either party to this Agreement to the other for the performance of the Service.

"Personal Data" has the meaning given in the Data Protection Laws.

"Processor" has the meaning given in the Data Protection Laws.

"Receiving Party" has the meaning given in Clause 8.1.4.

"Regulatory Authority" means any regulatory authority of the Client including without limitation the Financial Conduct Authority, the Information Commissioner (or any regulatory body replacing the same in

whole or in part) and or such other regulatory authority as may be responsible for enforcing compliance with the applicable laws and regulations from time to time.

"Service(s)" shall mean work performed by Agile for Client pursuant to a Statement of Work, agreed to by the parties, under this Agreement.

"Statement of Work" shall mean Agile's standard form for ordering Services and shall specify the Services to be provided, applicable fees and any other specific terms agreed between Agile and the relevant Client named therein.

1.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of the Agreement) and all subordinate legislation made (before or after the Agreement) under it from time to time.

1.3 In these Terms and Conditions and any Statement of Work a reference to:

1.3.1 a "**person**" includes bodies corporate and unincorporated associations of people;

1.3.2 a Clause is, except where otherwise stated, a reference to a Clause in these Terms and Conditions;

1.3.3 a word importing one gender shall (where appropriate) include any other gender and a word importing the singular shall (where appropriate) include the plural and vice versa;

1.3.4 **including, includes** and **in particular** are illustrative, none of them shall limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression **without limitation, other** and **otherwise** are also illustrative and shall not limit the sense of the words preceding them;

1.3.5 the words **subsidiary** and **holding company** shall have the meanings given to them in section 1159 and schedule 6 of the Companies Act 2006; and

1.3.6 the headings in these Terms and Conditions and any descriptive notes in brackets are for convenience only and shall not affect its interpretation.

2. SERVICES

- 2.1 Agile will provide to the Client the Services specified in a Statement of Work in accordance with the Agreement comprising of the terms set out in the relevant Statement of Work and these Terms and Conditions. The Client acknowledges that an Agreement shall not become legally binding upon the parties until the relevant Statement of Work has been signed by both parties (the "Effective Date").
- 2.2 Any Agreement entered into by the parties shall supersede all prior representations, warranties and agreements of whatsoever nature and howsoever arising between the parties in relation to the Services.
- 2.3 By entering into a Statement of Work the Client will be deemed to have accepted and agreed to these Terms and Conditions, which will prevail over any other terms put forward by the Client.
- 2.4 Each Statement of Work signed by both parties shall (in conjunction with these Terms and Conditions) constitute a separate Agreement between the parties.
- 2.5 Agile shall maintain such records as are specified by the Client in the Statement of Work relating to the provision of the Services and shall promptly upon request make such records available for inspection by any Regulatory Authority that is entitled to inspect them and (to the extent that it is legally entitled to do so) to the Client.

3. CHARGES, PAYMENT AND TAXES

3.1 Fees for Service

Unless otherwise expressly specified in the applicable Statement of Work, Services shall be provided on a time and material ("T&M") basis at Agile's applicable T&M rates current when the Services are performed ("Fees"). All Fees are charged exclusive of VAT or any other taxes or incidental expenses. A standard working day shall be 8 hours, including lunch provided that Agile will only charge for those hours actually worked by the relevant Agile Personnel. Any additional hours worked by any Agile Personnel (at the request of, or as

otherwise agreed by, the Client) over and above the standard working day will be charged at the applicable T&M rates in hourly increments. Any estimate of time or days' work required to perform Services or a monetary limit stated in the applicable Statement of Work for Services on a T&M basis shall be deemed an estimate for Client's budgeting and Agile's resource scheduling purposes; after any such estimate of time, days' work or monetary limit is expended, Agile will continue to provide the Services on a T&M basis, if a Statement of Work or alternative document acceptable to Agile for continuation of the Service is signed by the parties.

3.2 Incidental Expenses

Unless specifically stated otherwise, the Client shall reimburse Agile for reasonable travel, accommodation, communications, equipment and out-of-pocket expenses incurred in conjunction with the Services ("Expenses"). These expenses will be at cost, incurred in accordance with the expenses policy of the Client and shall only be payable by the Client if the Client has agreed in advance to the relevant Expenses being incurred.

3.3 Invoicing and Payment

Agile shall invoice Client on the final day of each month, unless otherwise expressly specified in the applicable Statement of Work. Charges shall be payable within 30 (thirty) days from the date of invoice and unless the relevant invoice is disputed shall be deemed overdue if they remain unpaid thereafter. If the Client disputes any invoice issued by Agile the parties shall work openly and constructively together to resolve the dispute and subject to the Client paying any undisputed element of the relevant invoice Agile shall continue to provide the Services in accordance with the Agreement.

- 3.4 Any amount payable by Client to Agile under this Agreement which has not been paid in accordance with Clause 3.3 shall be deemed overdue and a late payment fee of 0.5% will be applied on any such overdue sums.

3.5 Taxes & Duties

The Charges do not include value added tax (VAT) or any locally applicable

equivalent sales taxes or duties. All such additional taxes or duties (if any) which Agile shall have to pay or collect in connection with the provision of products or Services shall be billed to and paid by Client. VAT will be charged in addition where appropriate at the rate in effect at the date of invoice.

3.6 Orders

To the extent that the Client's payment procedures require a purchase order or similar document to be issued to Agile and quoted on any invoice issued by Agile before it can be paid the Client shall provide Agile with the required purchase order (or similar document) as soon as reasonably possible and in any event no more than 14 days following the Effective Date provided always that any failure by the Client to issue a purchase order (or similar document) to Agile shall not prejudice Agile's right to receive payment from the Client of any Charges or any other sums due under the Agreement.

4. TERM AND TERMINATION

4.1 Term

4.1.1 Each Agreement shall commence on its Effective Date and subject to earlier termination in accordance with this Clause 4 shall continue until the Services have been provided and paid for in full or the parties otherwise agree in writing to terminate the Agreement.

4.1.2 Either party may terminate an Agreement at any time by providing the other party with a minimum of 30 days' prior written notice (including by email) without liability provided that Agile shall have the right to receive payment in accordance with the Agreement for all Services provided during such 30 day notice period together with any cost and or expenditure already committed to by Agile.

4.1.3 The Services will be delivered to a schedule specified in the relevant Statement of Work or as otherwise agreed in writing by the parties. The Client may re-schedule the delivery of the Services on written notice (including by email) to Agile provided that if Agile are required to re-schedule the delivery of the Services at the request of the Client on less than 3 days' prior notice Agile shall be entitled to charge a rescheduling fee of £2,500 for each Agile Personnel engaged or intended to be engaged in the provision of the Services.

4.2 Termination for Breach

Either party may terminate an Agreement if the other party:

- 4.2.1 is in material breach of the Agreement following written notice specifying the breach and where a breach capable of remedy has not been cured within 30 (thirty) days of receipt of such written notice;*
- 4.2.2 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or*
- 4.2.3 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986; or*
- 4.2.4 becomes subject to a moratorium or company voluntary arrangement under the Insolvency Act 1986 or becomes subject to a restructuring plan or scheme of arrangement under the Companies Act 2006; or*
- 4.2.5 is wound up, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income or is subject to any similar insolvency proceedings in any jurisdiction.*

4.3 Effect of Termination

- 4.3.1 The parties' rights and obligations under Clauses 3.3, 3.4 and 3.5 and 4.3 and Clauses 5, 7 and 8 shall survive termination of this Agreement and/or any Statement of Work. Termination of this Agreement and/or any Statement of Work shall not prevent either party from pursuing any other remedies available to it, including but not limited to injunctive relief, nor shall termination relieve Client of its obligations to pay all Charges that have accrued prior to such termination.*
- 4.3.2 Without prejudice to Clause 4.3.1 upon termination of this Agreement each party shall as soon as reasonably practicable following termination deliver up to the other party (or at the written request of the other party delete or destroy) all Confidential Information and Materials belonging to the other party. The foregoing terms of this Clause 4.3.2 shall not apply to the extent that the relevant party is required to retain copies of any information or materials to fulfil its statutory or regulatory obligations*

including for audit purposes.

5. INDEMNITY, WARRANTY AND LIABILITY

5.1 Indemnity

- 5.1.1 Subject to Clause 5.1.2 and Clause 5.1.3, each party to this Agreement providing Materials ("Provider") to the other party to this Agreement ("Recipient") will defend and indemnify the Recipient against a claim that any Material furnished by the Provider and used by the Recipient as permitted by the terms of this Agreement infringes a third party's copyright or patent or any other Intellectual Property Right provided that a) Recipient notifies Provider in writing within 30 (thirty) days of being made aware of the claim; b) Provider has sole control of the defence and all related settlement negotiations; and c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Reasonable out-of-pocket expenses incurred by Recipient in providing such assistance will be reimbursed by Provider.
- 5.1.2 Subject to Clause 5.1.3, if some or all of the Material is held or is believed by the Provider to infringe a third party's copyright or patent or any other Intellectual Property Right, the Provider shall have the option, at its expense a) to modify the Material to be non-infringing or supply substitute non-infringing material to the Recipient provided that this modification or substitution does not result in a material diminution of functionality; b) to obtain for the Recipient the right to continue using the Material; or c) to require return of the infringing Material from the Recipient and terminate all rights thereto. If such return materially affects either party's ability to meet its obligations under the relevant Statement of Work, then either party may by written notice, terminate the Agreement in accordance with Clause 4.2.1. If Client is the Recipient then upon such termination Client shall be entitled to recover the Fees paid by Client that are directly attributable to the infringing Material. If Agile is the Recipient, then upon such termination Agile shall be entitled to recover the Fees for Services ordered up to the date of termination together with the sum of all costs and expenditure committed to by Agile up to the date of termination. Each party's aggregate liability to the other under clause 5.1.1 shall not exceed the sum of £0.5million.
- 5.1.3 The Provider shall have no liability for any claim of infringement resulting from a) the Recipient's use of a superseded release of some or all of the Material if such infringement would have been avoided by the use of a subsequent unaltered release of the Material which is provided or offered to be provided to the Recipient; or b) any information, design, specification, instruction, software, data or material not furnished by the

Provider.

5.1.4 *This Clause 5.1 states the parties' entire liability and exclusive remedy for infringement of any third party's Intellectual Property Rights.*

5.2 **Warranties**

5.2.1 *Agile warrants that it is entitled to enter into this Agreement and that the Services will be performed with all reasonable skill and care consistent with Best Industry Practice.*

5.2.2 *Agile warrants that the Agile Personnel shall possess the appropriate skills and experience for any tasks assigned to them.*

5.2.3 *Client shall report in detail any deficiencies or defaults in any Services to Agile in writing in a timely manner and in any event within 30 (thirty) days of completion of the Services. To the extent that any such deficiencies or defaults in any Services duly reported by Client in accordance with this Clause 5.2.3 constitute a breach the warranty given in Clause 5.2.1, the Client will allow Agile a reasonable opportunity to correct the errors or defaults in the Services or that cause the breach of warranty at its cost, replace any defective media or perform the Services again so as to comply with the warranty set out in Clause 5.2.1.*

5.2.4 *The Client acknowledges and accepts that Agile does not warrant that operation of the Developments in software will be uninterrupted or error free.*

5.2.5 *To the extent permitted by law, all other warranties and conditions or other terms, whether express or implied, are expressly excluded, including the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose.*

5.3 **Limitation of Liability**

5.3.1 *Nothing in this Agreement shall limit or exclude a party's liability for fraud, misrepresentation, death or personal injury that is due to the negligence*

of that party or its employees in the performance of this Agreement or for any other liability that cannot be excluded by law.

5.3.2 If Agile fails to comply with its obligations under this Agreement then, subject to the agreement of the Client, acting reasonably, Agile shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Services hereunder at Agile's own costs.

5.3.3 Except in respect of any liability under Clause 5.1 and or Clause 5.3.1, the total amount of each Party's liability to the other for all losses, damages, costs, claims and expenses howsoever and whenever arising under this Agreement and its Schedules shall not exceed in aggregate for each Party to a value of one hundred thousand GBP or the amount equal to the sum of all Fees paid to Agile under this Agreement, whichever is the greater.

5.3.4 Except in respect of any liability under Clause 5.3.1, neither party will be liable to the other party for any indirect or consequential loss or damage including, without limitation, any loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

6. CLIENT OBLIGATIONS

6.1 Where any work or Services are to be carried out at the Client's premises then the Client shall, subject to compliance by the relevant Agile Personnel with Client's reasonable security requirements duly communicated to such Agile Personnel, allow Agile full and complete access to the area(s) where Service(s) are to be performed and will provide adequate office accommodation and facilities for any Agile staff working on its premises as required.

6.2 The Client will provide Agile with all necessary co-operation, information, equipment, data and support that may reasonably be required by Agile for the performance of its obligations hereunder, including access to suitably configured computer products and Internet access at such times as Agile requests. Specific dedication of Client personnel and resources to the project shall be agreed in writing in the Statement of Work.

7. DEVELOPMENTS

7.1 All Background IP shall remain the sole and exclusive property of the party to whom it belonged prior to the Effective Date. No party shall be deemed to have any right

or license to use or access any other party's Background IP, except as expressly set out in this Agreement.

- 7.2 Each party hereby grants the other party a personal, royalty-free, non-exclusive license to use that party's Background IP exclusively in connection with the performance of this Agreement.
- 7.3 Without prejudice to Clause 7.5 and unless otherwise stated in the relevant Statement of Work, Agile hereby grants to the Client, subject to Client's compliance with the licence provisions included or referred to herein, an irrevocable, non-exclusive, non-transferrable, royalty free licence to use any software programs constituting Developments on Client's computer equipment in consideration for the payment of the Charges; to copy the Development(s) for archival or back-up purposes; and to modify the Development(s) or combine them with other software products, subject always to any terms of use of third party software.
- 7.4 The licence to use Developments granted herein will be effective from the date of acceptance (if applicable) of any Developments or any part(s) thereof or the date first used if earlier and shall remain in force until the Client discontinues its use.
- 7.5 The Client acknowledges that Agile shall be free to use the concepts, techniques and know-how used and developed in the course of the provision of the Services and that Agile shall be entitled to perform similar services for other customers using its general knowledge, skills and experience.

8. CONFIDENTIALITY

- 8.1 Each party shall treat as strictly confidential and keep secure all Confidential Information and shall not use, copy, adapt, alter, disclose or part with possession of any Confidential Information except as strictly necessary to perform its obligations or exercise its rights under this Agreement, provided that this clause shall not apply to Confidential Information which:
 - 8.1.1 was rightfully in the Receiving Party's possession before disclosure by the Disclosing Party or which the Receiving Party received from a third party who is not under an obligation of confidentiality in relation to the information;
 - 8.1.2 was already public knowledge or which becomes so at a future date, otherwise than as a result of breach of this Clause 8.1;

8.1.3 is developed independently without access to, or use or knowledge of, the Confidential Information.

Further, each party shall be permitted to disclose Confidential Information if the disclosure is:

8.1.4 agreed in writing by the party that disclosed the Confidential Information (**"Disclosing Party"**) to the other party (**"Receiving Party"**);

8.1.5 required by law or by the order of a court or similar judicial or administrative body, provided that to the extent lawfully permissible to do so, the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.2 Each party shall ensure that its directors, officers, employees, agents and contractors who have, or may have, access to the Confidential Information are bound by an undertaking of confidentiality in substantially the same terms as the provisions of this Clause 8.

8.3 Nothing in this Clause 8 will prevent the Client from disclosing both the existence of this Agreement and its contents:

8.3.1 to the extent that such disclosure is required by any applicable law or the regulations of a stock exchange or Regulator or by the order or ruling of a court or administrative body of competent jurisdiction; or

8.3.2 to a prospective purchaser of shares in or the assets of the Client provided that, prior to any such disclosure, any such prospective purchaser had agreed in writing to be bound by duties of confidentiality in respect of any information disclosed to it.

8.4 Other than as expressly permitted under this Agreement, on termination or

expiry of this Agreement for whatever reason, each party shall forthwith cease to use any Confidential Information of the other and shall return on demand, or at the request of such other, destroy or permanently erase all copies of that Confidential Information in its possession or control, save that each party will be permitted to retain Confidential Information for the purposes of and for so long as required by any law or by judicial or administrative process or its legitimate internal compliance issues, or that is included in back-up tapes made in the ordinary course of Receiving Party's business which are not capable of ready search and deletion.

8.5 Each party acknowledges that damages alone may not be an adequate remedy in the event of breach by the other party of the provisions of this Clause 8, accordingly, either party shall be entitled to seek an interdict, injunction or other equitable remedy for any threatened or actual breach of this Clause 8 without prejudice to any other rights and remedies which that party may have.

8.6 The obligations in this Clause 8 will remain in full force and effect following the termination or expiry of this Agreement.

9. DATA PROTECTION

9.1 Each Party shall at all times comply with all Data Protection Laws in connection with the exercise and performance of their respective rights and obligations under this Agreement.

9.2 If any Personal Data (in respect of which the Client is the Controller and Agile is or would be the Processor) is accessed by or made available to Agile, the parties shall agree a data processing agreement. Agile shall not further process any such Personal Data until a data processing agreement is in place.

10. MISCELLANEOUS

10.1 Relationship between the Parties

Unless otherwise specifically agreed in the Statement of Work in writing, the Client shall be responsible for the management of resources and direction of Services to be provided hereunder.

Agile is an independent contractor, nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate Employers' Liability and Public Liability Insurance.

10.2 Governing Law

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales, provided that where Client's registered office is in Scotland, the Agreement shall be governed by and interpreted in accordance with Scottish law and the parties agree to submit to the Courts of Scotland.

10.3 Notices

10.3.1 Notices under this Agreement shall be in writing and sent to a party's address or email address, in the case of the Client as set out in the Statement of Work or in the case of Agile as set out in these Terms and Conditions. Notices may be given, and shall be deemed received:

10.3.1.1 by first-class post: two Business Days after posting;

10.3.1.2 by hand: on delivery; and

10.3.1.3 by email: on receipt of a delivery return email.

10.3.2 Notwithstanding Clause 10.12, each party may amend its address or email address used for the service of notices under Clause 10.3 upon serving notice of such change upon the other party in accordance with Clause 10.3.1.

10.3.3 This Clause does not apply to notices given in legal proceedings or arbitration.

10.4 Severability

Each Clause of this Agreement is severable and distinct from the others. If any Clause in this Agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the Clause or some part of it was deleted or modified (or the duration of the relevant clause reduced):

10.4.1 the relevant Clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable; and

10.4.2 without limiting the foregoing, in such circumstances the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this Agreement as soon as possible.

10.5 Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

10.6 Assignment

No party may assign any right or obligation under this Agreement, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed). The Client acknowledges and agrees that Agile may, at its discretion, sub-contract the delivery of all or part of the Services to one or more sub-contractors.

10.7 Third Party Rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights (whether under the Contracts (Rights of Third Parties) Act 1999, the Contract (Third Party Rights)(Scotland) Act 2017 or otherwise) to enforce any of the provisions of this Agreement.

10.8 Export

Client agrees to comply fully with all relevant export laws and regulations of the United Kingdom ("Export Laws") to assure that neither the Developments or Agile Materials nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

10.9 Non Solicitation

Each party agrees that, during the period from the Effective Date until the date falling six months after the expiry or termination of this Agreement, neither it by itself, its officers, employees or agents or otherwise howsoever and whether as a consultant, principal, partner, director, employee or otherwise, shall employ or solicit the services of any employee, officer, agent or consultant of the other party who was engaged and/or involved in providing or receiving the Services. If the Client wishes to employ such a consultant, principal, partner, director, employee or otherwise from Agile, and Agile (at its sole discretion) agrees to the Client's request to do so, Agile shall be entitled to charge a fee comparable to that charged by Agile's retained recruitment agents (currently set at 25% of first year's compensation package) to assist in covering Agile's replacement recruitment costs.

10.10 Force Majeure

Neither party shall not be liable for any delay, failure or non-performance of any of its obligations under this Agreement resulting from any cause beyond it's reasonable control including war, armed conflict, civil disturbances, act of God, fire, explosion, accident, illness, pandemic, epidemic, industrial dispute or any regulation, rule or act of Government, Government agency, court, tribunal or Regulatory Authority, failure of third party suppliers to deliver parts and components. In the event of the circumstances of Force Majeure expressed herein shall continue for 30 days or more, either party shall be entitled by notice to the other to terminate this Agreement. Upon such termination, Agile shall be entitled to be paid for the Services performed up to the point of termination.

10.11 Entire Agreement

This Agreement, including any addendum or Statement of Work constitutes the complete agreement between the parties and supersedes all previous agreements, proposals or representations, written or oral, concerning the Services. The parties warrant to each other on the commencement date of each Agreement that the complete agreement and understanding of the parties related thereto is contained in the terms of the Agreement (comprising of these Terms and Conditions and the relevant Statement of Work).

10.12 Variation

Neither this Agreement nor a Statement of Work may be modified or amended except in writing signed by a duly authorised representative of each party. It is expressly agreed that any terms and conditions of Client's purchase order shall not apply to this Agreement.

10.13 Regulatory Requirements

Each party shall perform its obligations under this Agreement in accordance with all applicable laws.

10.14 Authorization of Marketing Collateral

Subject to Clause 8, the Client grants Agile the use of their name, logo, other branding, project information, etc. for reference on Agile's website and marketing collateral, subject to Agile complying with any branding guidelines issued from time to time by the Client in relation to the use of the Client's branding and or logos and subject further to Agile obtaining the Client's prior approval (such approval not to be unreasonably withheld or delayed) in relation to any specific thereof.

10.15 Microsoft Partner Admin Link (PAL) and Digital Partner of Record (DPOR) [Link here](#)

As a multi Gold partner of Microsoft Agile utilises their standard PAL process allowing Microsoft to monitor the work that Agile does for its clients.

For new Azure subscriptions Client agrees that Agile shall be allocated as the Digital Partner of Record (DPOR). DPOR associates services partners to a Microsoft cloud subscription. It is an online capability to attach a partner

to a customer's Microsoft online subscription. DPOR benefits the customer, the partner, and Microsoft. Partners can qualify for competencies and incentives by being the DPOR and it enables them to help customers optimize their usage for desired business outcomes.



Get in touch:

gcloud@agilesolutions.co.uk

01908 010618

www.agilesolutions.co.uk

www.linkedin.com/company/agile-solutions-gb

www.twitter.com/AgileIM

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