



[DATE FIELD]

SYSTEMS DESIGN AND DEVELOPMENT AGREEMENT

Between

APPCENTRIC LIMITED

And

[Client Name]

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THIS AGREEMENT is dated Wednesday, 18 May 2022

PARTIES

- (1) APPCENTRIC LIMITED incorporated and registered in England with company number 08396412 whose registered office is at 21.13 Alpha Works, Alpha Tower, Birmingham B1 1TT (**Supplier**).
- (2) [Client Name] incorporated and registered in England with company number [XXXX] whose registered office is at [Address] (**Customer**).

BACKGROUND

- (A) The parties have agreed that the Supplier shall provide the Customer with website design and development and related services on the terms and conditions set out in this agreement.
- (B) The parties have also agreed to enter into a separate Support Agreement to cover other services to be provided outside of this Agreement.

AGREED TERMS

1. INTERPRETATION

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

Acceptance: the acceptance of the Site by the Customer pursuant to clause 3.

Acceptance Certificate: the certificate (form to be agreed) served on the Supplier by the Customer to acknowledge Acceptance.

Acceptance Tests: the tests to be carried out on the Site as set out in clause 3 and as described in Schedule 4.

Business Day: any day (other than a Saturday or Sunday or Bank Holiday) when banks are generally open for normal business in London.

Change Control Procedures: the procedures set out in Schedule 6.

Charges: the charges in respect of the Services set out in Schedule 5.

Defects: has the meaning given in clause 3.4.

Effective Date: 18 May 2022

Force Majeure Event: has the meaning given in clause 15.1.

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, and database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

Materials: the content provided to the Supplier by the Customer from time to time for incorporation in the Site.

Non-Supplier Defects: those Defects described in clause 3.5.

Phase: in relation to the Project Plan, any of the four key phases of work identified in Schedule 1.

Project: the provision by the Supplier of the Services as set out in this agreement.

Project Plan: the timetable within which the Supplier will implement the Project as set out in Schedule 1.

Server: a computer server administered by the Supplier, as more particularly defined in Schedule 3.

Services: the design and development services to be provided pursuant to this agreement as set out in Schedule 3.

Site: the membership management portal website at [www.msauk.org] as set out in the Site Specification.

Site Software: the software for the Site commissioned by the Customer as specified in Schedule 2.

Site Specification: the Specification for the Site set out in Schedule 2.

Third Party Products: those third party software products set out in Schedule 2.

Visitor: a visitor to the Site.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.
- 1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.
- 1.5 Words in the singular include the plural and in the plural include the singular.
- 1.6 A reference to a particular 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.
- 1.7 References to **including** and **include(s)** shall be deemed to mean respectively including without limitation and include(s) without limitation.
- 1.8 References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a Visitor to that website.

2. SCOPE OF THE PROJECT

The Supplier shall:

- (a) design, develop and deliver the Site in Phases in accordance with the Project Plan; and
- (b) provide the Services.

3. DEVELOPMENT AND ACCEPTANCE OF SITE

- 3.1 Once the Supplier has completed the design and development of the Site in accordance with Phase four of the Project Plan, the Supplier shall invite the Customer to attend Acceptance Tests. The procedure set out in this clause 3 shall be repeated in respect of any further development works agreed by the parties from time to time.
- 3.2 The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of such tests is set out in Schedule 4.
- 3.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests and the Customer has signed the Acceptance Certificate in respect of the Acceptance Tests detailed above. The Supplier shall return such Acceptance Certificate as soon as reasonably practicable following the Acceptance of Site.
- 3.4 In the event that any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed (**Defects**) shall be drawn up and documented by the Supplier and presented to the Customer for discussion as to how best to rectify such Defects.
- 3.5 If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom the Supplier has no responsibility (**Non-Supplier Defect**), the Acceptance Tests shall be carried out again at the expense of the Customer at a time that suits the Supplier.
- 3.6 The Supplier shall remedy any Defects promptly in order to ensure that the Site passes the Acceptance Tests on a retest.
- 3.7 If such a retest demonstrates that the Site is still not in accordance with the Site Specification, the Customer may, by written notice to the Supplier, elect at its sole option:
 - (a) to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Customer may incur as a result of carrying out such tests shall be reimbursed by the Supplier). If the Site fails such further tests, the Customer shall be entitled to proceed under clause 3.7(b) or clause 3.7(c);

- (b) to accept the Site subject to an abatement of the Charges, such abatement to be an amount that is reasonable, taking into account the circumstances. In the absence of written agreement as to abatement within 14 days of the date of the notice given by the Customer pursuant to this clause 3.7, the Customer shall be entitled to reject the Site in accordance with clause 3.7(c);
- (c) In the event the Supplier fails to fix any Defects within the Site within 30 days of notification during the Acceptance Testing of the Site then the Customer may elect to nominate a third party which the Supplier will work with to remedy this situation. The Supplier shall bear the cost of these fixes.

4. DISPUTE RESOLUTION

- 4.1 Any dispute or difference (a “**Dispute**”) arising between the Supplier and the Customer in respect of or arising out of this Agreement shall be dealt with in accordance with this clause.
- 4.2 The parties will attempt in good faith to negotiate a settlement of the Dispute.
- 4.3 In the first instance, the Representative of each party set out in Schedule 7 shall each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by these Representatives, it shall be referred to the Senior Representative of each party (set out in Schedule 7) who shall each use their reasonable endeavours to resolve the Dispute
- 4.4 In the event that a Dispute cannot be resolved by negotiation as referred to in clause 4.3 within thirty (30) days of the Dispute arising, either party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Dispute Resolution (CEDR), the costs of the mediator being split equally between the parties, who shall otherwise bear their own costs of the reference.
- 4.5 For the avoidance of doubt, nothing in this clause shall prevent or delay either party from seeking injunctive relief in any court in respect of any infringement of intellectual property or from issuing proceedings to recover any undisputed debt.

5. THIRD PARTY PRODUCTS

The Third Party Products shall be supplied in accordance with the relevant licensor’s standard terms. The one-off licence fee for such Third Party Products is included in the Charges payable pursuant to clause 7.1.

6. PROJECT MANAGEMENT

Each party shall appoint a project manager who shall:

- (a) provide professional and prompt liaison with the other party; and
- (b) have the necessary expertise and authority to commit the relevant party.

7. CHARGES AND PAYMENT

- 7.1 The Supplier shall issue a VAT invoice in respect of the Charges, and the Customer shall pay all invoices issued by the Supplier in respect of the Charges with 30 days net of receipt. Except for any amount in respect of which there is a genuine dispute.
- 7.2 All Charges are exclusive of VAT.

8. WARRANTIES

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 8.2 The Supplier shall perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards.
- 8.3 The Supplier warrants that operation of the Site will be uninterrupted and free of errors, viruses and material defects and that the Site will perform in accordance with the Site Specification for a period of 1 month from Acceptance. If the Site does not so perform, the Supplier shall, for no additional charge, promptly ensure that the Site complies with the Site Specification.

9. LIMITATION OF REMEDIES AND LIABILITY

- 9.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:
- (a) death or personal injury caused by its negligence; or
 - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or such other legislation which may, or may have, superseded such sections ; or
 - (c) fraud; or
 - (d) any other liability which cannot be excluded or limited under applicable law.
- 9.2 Subject to clause 9.1, and other than as provided for in clause 10.2, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the Charges as received under Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in the Site Specification and the Site (including in the content of the Site) arising in connection with this agreement shall be the property of the Customer. The Customer may make, run and propagate all Site Software, not explicitly covered by third party copyright, without condition. The Customer may

convey covered works to others for the sole purpose of having them make modifications exclusively for the Customer, or provide the Customer with facilities for running those works, provided that the Customer complies with the terms of this agreement in conveying all material for which it does not control copyright. Those thus making or running the covered works for the Customer must do so exclusively on its behalf, under its direction and control, on terms that prohibit them from making any copies of the Customer's copyrighted material outside their relationship with it. The parties shall execute all documents necessary to give effect to this clause 10.1.

- 10.2 The Supplier shall indemnify the Customer against all damages, losses and expenses arising as a result of any action or claim of infringement of Intellectual Property Rights of a third party.
- 10.3 The indemnity in clause 10.2 is subject to the following conditions:
- (a) the Customer promptly notifying the Supplier in writing of the claim;
 - (b) the Customer making no admissions or settlements without the Supplier's prior written consent;
 - (c) the Customer giving the Supplier all information and assistance that the Supplier may reasonably require; and
 - (d) the Customer allowing the Supplier complete control over the litigation and settlement of any action or claim.
 - (e) Where the Supplier is responsible for the infringement.
- 10.4 The Supplier shall not use or re-create the look and feel of the Site or anything substantially similar to it, excluding functionality without the consent of the Customer.

11. SITE CONTENT

- 11.1 The Supplier shall update the Site with Materials provided from time to time by the Customer in line with the Project Plan.
- 11.2 The Supplier shall grant the Customer access to the Server in order to update information held on the Site.
- 11.3 The Supplier shall include only Materials on the Site. The Customer acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier shall remove content from the Site where it reasonably suspects such content infringes any applicable laws, regulations or third party rights (such as content that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**). The Supplier shall notify the Customer immediately

if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

12. DATA PROTECTION

12.1 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
- (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) On expiry or termination of this agreement any data provided by the Customer for the purpose of testing or demonstration, the Supplier shall promptly return all Materials to the Customer and ensure any copies be these electronic or otherwise will be destroyed.
- (d) In this clause 12, **Personal Data** has the meaning given in the **Data Protection Act 2018 (DPA 2018)**.

13. TERM AND TERMINATION

13.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause 13) terminate automatically 12 Months after Acceptance of the Site including all phases as stated in schedule 1 and payment of all outstanding sums. Termination of this Agreement will not automatically terminate any other agreement existing between the parties.

13.2 Either party may terminate this agreement immediately at any time by written notice to the other party if:

- (a) that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied; or
- (b) that other party:
 - (i) ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement); or
 - (ii) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
 - (iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or

- (iv) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (v) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction); or
- (c) that other party has been subject to a Force Majeure Event for a continuous period of more than 90 days.

13.3 On expiry or termination of this agreement:

- (a) all licences granted to the Supplier under this agreement shall terminate immediately;
- (b) the Supplier shall promptly return all Materials and all copies of the Site Specification to the Customer, and shall provide to the Customer an electronic copy of the Site (including all content on the Site); and
- (c) all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

14. **CHANGE CONTROL**

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedures.

15. **FORCE MAJEURE**

15.1 The definition in this clause applies in this agreement.

Force Majeure Event: any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

15.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

16. **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.

17. NOTICES

17.1 A notice given under this agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause 17 (or such other person, address, fax number or e-mail address as the receiving party may have notified to the other, such notice to take effect five days from the notice being received); and
- (c) shall be:
 - (i) delivered personally; or
 - (ii) sent by fax or e-mail; or
 - (iii) sent by pre-paid first-class post, recorded delivery or registered post; or
 - (iv) (if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.

17.2 The addresses for service of notice are:

for the Customer:

[Address and contact details]

for the Supplier:

Appcentric Limited
Suite 21.13 Alpha Works
Alpha Tower
Birmingham
B1 1TT
For the attention of Adam Raybone

17.3 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or

- (c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
 - (d) in the case of registered airmail, five days from the date of posting; or
 - (e) if deemed receipt under the previous paragraphs of this clause 17.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.
- 17.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

18. PUBLICITY

- 18.1 All media releases, public announcements and public disclosures by the Supplier relating to this agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the Customer and approved by the Customer prior to release.
- 18.2 The Supplier shall not be permitted to place any footer (or other identifying mark) in relation to itself upon the Site.

19. ASSIGNMENT

The Supplier may not assign or transfer any of its rights or obligations under this agreement. The Customer may assign or transfer any of its rights or obligations under this agreement, provided it gives prior written notice to the Supplier.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

21. THIRD PARTY RIGHTS

- 21.1 The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person who is not party to this agreement.
- 21.2 This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. In the event that

22. VARIATION AND WAIVER

- 22.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.
- 22.2 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. No waiver shall be implied by taking or failing to take any other action.
- 22.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

23. SEVERANCE

- 23.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 23.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

24. GOVERNING LAW AND JURISDICTION

- 24.1 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.
- 24.2 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.

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

Schedule 1 **Project plan**

As per documentation and capture requirements meetings, to be confirmed with the Customer.

Schedule 2 **Site software and specification**

As per documentation and capture requirements meetings, to be confirmed with the Customer.

Schedule 3 **Services**

The Services provided by the Supplier, as per the will include: -

- Discovery
- Planning
- Design
- Development
- QA & Testing
- Training
- Deployment

Schedule 4 Acceptance tests

The Supplier has allocated [number of days] days for Acceptance Testing phase of this development and will provide the Customer with Test Plan documentation prior to the completion of the Development phase. In summary, this testing will include: -

- Quality Assurance and User Acceptance Testing (UAT) refinement
- Quality Assurance handover (preparation and meeting with the Customer)
- User Acceptance Testing
- Test Plan production
- Alpha test
- Alpha refinement testing
- UAT refinement testing
- Refinement
- alpha refinement
- UAT
- UAT refinement

Ratification of the testing will be required by the Customer prior to deployment.

Definition of Technical Terms

Term	Notes
Quality Assurance and User Acceptance Testing	QA testing precedes UAT and examines the functional behaviour of individual system components and seeks to test their integrated feature-level capability against the functional specification.
User Acceptance Testing	(UAT) consists of a process of verifying that a solution works for the user, (It is not system testing ensuring software does not crash and meets documented requirements), but rather ensures that the solution will work against define users' journeys and the client business logic and third-party integrations.
Test Plan Production	A test plan documents the strategy that will be used to verify and ensure that your content management (WCMS) solution, product, or system meets its design specifications and other requirements. A test plan is prepared by your Project Manager and Lead Developer with significant input from the client.
Alpha test and Refinement	Alpha testing takes place at Appcentric Limited and involves testing of the operational system by internal staff before it is released to the client.
Client UAT and Refinement	This client UAT acts as a final verification of the required business functionality and proper functioning of the system, emulating real-world usage conditions. If the software works as required and without issues during normal use, one can reasonably extrapolate the same level of stability after go live.

Schedule 5 **Charges**

The details of the fees and costs charged by the Company set out in within your project initiation document / quotation

Schedule 6 **Change control procedure**

1. The Supplier and the Customer shall discuss any change to this agreement (**Change**) proposed by the other and such discussion shall result in either:
 - (a) a written request for a Change by the Customer; or
 - (b) a written recommendation for a Change by the Supplier,
 - (c) all requests need to be approved and signed off by both the Customer and the Supplier's assigned Project Manageror, if neither the Customer nor the Supplier wishes to submit a request or recommendation, the proposal for the Change will not proceed.
2. Where a written request for a Change is received from the Customer, the Supplier shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change.
3. A written recommendation for a Change by the Supplier shall be submitted as a CCN direct to the Customer at the time of such recommendation.
4. Each CCN shall contain:
 - (a) the title of the Change;
 - (b) the originator and the date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specifications and user facilities;
 - (e) the price, if any, of or associated with the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) the impact, if any, of the Change on other aspects of this agreement, including:
 - (i) the Charges;
 - (ii) the contractual documentation; and
 - (iii) staff resources;
 - (h) the date of expiry of validity of the CCN (which shall not be less than 5 Business Days); and
 - (i) provision for signature of the CCN by the Customer and the Supplier.
5. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in paragraph 4(h) of this Schedule 6:

- (a) allocate a sequential number to the CCN;
 - (b) evaluate the CCN, and as appropriate either:
 - (i) request further information; or
 - (ii) approve the CCN; or
 - (iii) notify the Supplier of the rejection of the CCN; and
 - (c) if approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Customer and the Supplier. The signing of the CCN shall signify acceptance of a Change by both the Customer and the Supplier.
6. Once signed by the Customer and the Supplier in accordance with paragraph 5 of this Schedule 6, the Change shall be immediately effective and the Customer and the Supplier shall perform their respective obligations on the basis of the agreed amendment.

Schedule 7 **General**

Representatives for Supplier:

Name:

Position:

Contact tel number:

Email address:

Senior Representative for Supplier:

Name:

Adam Raybone

Position:

Managing Director

Contact tel number:

0121 517 0741

Email address:

adam@appcentric.co.uk

Representatives for Customer:

Name:

Position:

Contact tel number:

Email address:

Senior Representative for Customer:

Name:

Position:

Contact tel number:

Email address:

Signed by [Contact Name] for and
on behalf of APPCENTRIC LIMITED

.....
Director

Signed by
for and on behalf of [Client]

.....
Director

Version History

Version No.	Created by	Date	Amendments