

Order Form

This is an Agreement between the **Company** and the **Customer**

Parties

1.	The Company is Mazepoint Limited whose registered company number is 03523502 and whose registered office is at 7 Fulham Business Exchange, Imperial Wharf, London, SW6 2TL;
2.	The Customer is [insert name] whose registered company number is [insert number] and whose registered company address is [insert address]

Together, the Company and the Customer shall be referred to as the parties.

Background

The Company provides products and services to enable customers to harness business data to discover new insights and continuously improve performance. The Customer is a [brief one-line description of customer business] and wishes to engage the Company to supply certain products and services to [insert brief one-line detail about what customer intends to use the products for and objectives]
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Particulars

Effective Date	means [insert Effective Date]
Fee	means [insert agreed fees] per month and (if applicable) the fee stated in the SOW and the SLA;
Processing Instructions	means [•] or the processing instructions contained in the SOW;
Product and Professional Services	<p>Product Services & Specification means as set out below and (if applicable) as detailed in the attached SOW and the attached Service Level Agreement.</p> <div><div><ul style="list-style-type: none">• Data Management Service – [•];• Analytics Modelling Service – [•];• Data Visualisation Service – [•];</div><div><ul style="list-style-type: none">• Other Software Service – [•]• Development and Support Service – [•]• Cloud Hosting Service – [•]</div></div> <p>Professional Services & Specification means: [•] and (if applicable) as detailed in the attached SOW and the attached Service Level Agreement.</p>
Delivery Schedule	means as set out below and (if applicable) as detailed in the attached SOW;
Territory	[Insert relevant territories] and (if applicable) as detailed in the attached SOW;
Users	[•] and (if applicable) as detailed in the attached SOW.

This Services are provided subject to the terms of this Agreement. This Agreement includes this Order From, the attached Terms and Conditions and any documents referred to in the Order Form or the Terms and Conditions. This Agreement is the entire agreement relating to the Services and no other terms shall apply.

In the event of inconsistency between the documents referred to in this Agreement, the following order of precedence shall apply: (1) Terms and Conditions; (2) Order Form; (3) documents referred to in the Order Form or the Terms and Conditions.

We have read and understand the terms of this Agreement and agree to be bound by them.

For and on behalf of Mazepoint Limited	For and on behalf of the Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Terms and Conditions

1. Interpretation

1.1. In this Agreement, capitalised terms have the meaning given to them where they are first defined in this Agreement and in particular:

Additional Fee	means the monthly fee agreed between the parties for the Additional Services;
Additional Services	means services agreed between the parties as an extension or addition to the Services;
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws;
Business Days	means a day other than Saturday, Sunday and public holidays in England;
Customer Materials	means the materials owned by the Customer and provided by the Customer to the Company for use in the Services;
Confidential Information	means information that is either labelled as confidential or can reasonably be assumed to be confidential;
Data Protection Laws	means the laws applicable to the protection of personal data in England and the Territory;
Data Protection Losses	means all costs (including legal costs), losses, claims, demands, fines, penalties, compensation, actions, settlements & interest;
Data Subject, Data Controller, Data Processor	have the meanings given to them in the GDPR;
Data Subject Requests	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
Personal Data, Personal Data Breach, Processing	have the meanings given to them in the GDPR;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Company's obligations under this Agreement;
Service Level Agreement or SLA	means the service level agreement that is attached to this document at Schedule 1;
Services	means the Product Services, the Professional Services and the Additional Services;
SOW	means the document headed Statement of Works and attached to this document at Schedule 2;
Specification	means the Product and Professional Services Specification;
Sub-Processor	means another Data Processor engaged by the Company for carrying out processing activities in respect of the Protected Data on behalf of the Customer;
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws;
Term	means the Initial Term and the Renewal Periods;

2. Services

2.1. Subject to the terms of this Agreement and Customer adhering to its obligations:

- 2.1.1. the Company shall deliver the Services materially in accordance with the description and Specification and Delivery Schedule during the Term;
- 2.1.2. the Company grants the Users a non-exclusive, non-transferable licence to use the Product Services for the purposes agreed between the parties in the Territory during the Term.
- 2.2. The Company may suspend the Product Services for scheduled or emergency maintenance.
- 2.3. The Company does not warrant that the Product Services will be uninterrupted or error-free and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks and facilities, including the internet.
- 2.4. The Customer shall comply with any reasonable instructions provided by the Company including the use of specific browsers.
- 2.5. The Customer shall not, and shall procure that the Users shall not, introduce any software virus or other malware that may infect or cause damage to the Service or the Company's systems or otherwise disrupt the provision of the Service.
- 2.6. The Company may suspend access or delivery of any part of the Services if the Customer or any Users fail to comply with the terms of this Agreement or any other reasonable instructions issued by the Company.
- 2.7. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Materials. The Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.
- 2.8. The Services are subject to and the Customer shall comply with all applicable licence terms of any suppliers of third-party products and services provided by the Company to the Customer as part of the Services.

3. Fee

- 3.1. The Company shall invoice the Customer during the Term the Fee and, where applicable, the Additional Fee each month for the Services scheduled to be delivered in the following month during the Term. The Customer shall pay the Company's invoices within 30 days.
- 3.2. The Company shall be entitled to increase the Fee at any time provided that the Company shall not be entitled to increase the Fee more than once every 12 months.

4. Personal Data and Data Security

- 4.1. The parties agree that, for Protected Data, the Customer shall be the Data Controller and the Company shall be the Data Processor.
- 4.2. The parties shall each comply with the Data Protection Laws in connection with the Processing of the Protected Data.
- 4.3. The Customer warrants that all instructions given by it to the Company in respect of Protected Data shall be in compliance with Data Protection Laws.
- 4.4. Insofar as the Company Processes Protected Data on behalf of the Customer, the Company:
 - 4.4.1. unless required to do otherwise by applicable law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Processing Instructions;
 - 4.4.2. at the expense of the Customer, assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.
- 4.5. The Company shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Customer's authorisation (such authorisation not to be unreasonably withheld, conditioned or delayed)

- 4.6. The Company shall provide such reasonable assistance as the Customer reasonably requires under Data Protection Laws with respect to: (i) security of processing; (ii) data protection impact assessments (as such term is defined in the GDPR); (iii) prior consultation with a Supervisory Authority regarding high risk processing; and (iv) notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach, provided the Customer shall pay the Company's reasonable charges for providing the assistance in this clause 4.6.
- 4.7. The Customer agrees that the Company may transfer Protected Data to countries outside the European Economic Area (EEA) (an International Recipient), provided all transfers by the Company of Protected Data to an International Recipient shall be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws.
- 5. Confidentiality**
- 5.1. Each party agrees that it may use the other party's Confidential Information only in the performance of its rights and obligations under this Agreement except in accordance with this clause 5.
- 5.2. Each party may disclose the other party's Confidential Information to those of its employees, officers, advisers, agents or representatives who need to know the other party's Confidential Information in order to perform the disclosing party's rights and obligations under this Agreement provided that the disclosing party shall ensure that each of its employees, officers, advisers, agents or representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 5 as if it were a party.
- 5.3. Each party may disclose any Confidential Information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.
- 6. Property Rights**
- 6.1. All intellectual property rights in and to the Services belong to and shall remain vested in the Company or its agents or contractors.
- 6.2. The Customer shall own all intellectual property rights in the Customer Materials.
- 7. Term and Termination**
- 7.1. This Agreement commences on the Effective Date and shall continue for two years ('Initial Term') and thereafter shall automatically renew at the end of the Initial Term and on each anniversary of the end of the Initial Term for one-year periods ('Renewal Periods') subject to the termination rights contained in this clause 7.
- 7.2. Either party may terminate this Agreement by giving the other party 6 month's written notice prior to the end of the Initial Term or a Renewal Period.
- 7.3. Either party may terminate this Agreement if: (i) the other party is in material breach of any terms of this Agreement and it is not remedied within 30 days; or (ii) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case.
- 8. Warranties & Liability**
- 8.1. Nothing in this agreement shall exclude or in any way limit any liability to the extent such liability may not be excluded or limited as a matter of law.
- 8.2. Subject to clause 8.1, the Company's maximum aggregate liability under or in connection with this Agreement will in no circumstances exceed the total net fees paid to the Company under this Agreement in the relevant calendar year.
- 8.3. Subject to clause 8.1 in no event shall the Company be liable to the Customer for: (i) any loss of actual or anticipated income or profits, loss of contracts; or (ii) any special, indirect or consequential loss or damage of any kind; or (iii) any loss relating to goodwill or reputation.
- 8.4. The parties agree that any condition, warranty representation or other term concerning the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.
- 9. General**
- 9.1. Assignment – The Customer may not assign this Agreement without the consent of the Company.
- 9.2. Force majeure - Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from any event beyond the reasonable control of that party.
- 9.3. Waiver - If any of the terms in this Agreement are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Agreement and the remaining provisions of the Agreement will otherwise remain in full force.
- 9.4. Severability - Any invalid provision hereof shall be severed and of no effect, and the remaining provisions shall continue in full force and effect as if the invalid provisions had never been contained herein.
- 9.5. Compliance with laws – Both parties shall comply will all laws applicable in England and the Territory.
- 9.6. Notices – any notices under this Agreement shall be sent to the addresses set out in the Order Form. They must be given by first class post and shall be deemed received within two Business Days after posting.
- 9.7. Relationship - The parties are independent businesses and not principal and agent, partners, or employer and employee
- 9.8. Third party rights - The Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.9. Entire Agreement - The Agreement constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.
- 9.10. Governing Law - This Agreement will be governed by the law of England and Wales and is subject to the exclusive jurisdiction of the English Courts.

Schedule 1 – Service Level Agreement

Schedule 2 – Statement of Works