



Agreement for Application Managed Service

THIS AGREEMENT is made on **Day Month** 2025

BETWEEN:

- (1) **G7 Business Solutions Limited** (Co No 4345676) whose registered office is at Suite 7A, Building 6, Croxley Park, Hatters Lane, Watford, WD18 YDH, England ("G7"); and
- (2) [] (Co No) whose registered office is at [] ("the Customer")

NOW, IT IS HEREBY AGREED that the parties have entered into an agreement on the terms and conditions contained in the document named "G7 Terms and Conditions" attached hereto, together with any Schedules thereto ("the Agreement").

IN WITNESS whereof this Agreement has been entered into on the day and year first before written.

Signed by: _____

Name: _____

Date: _____

For and on behalf of the Customer

Signed by: _____

Name: _____

Date: _____

For and on behalf of G7



G7 Terms and Conditions

1. DEFINITIONS

In this Agreement:

"Applicable Law"	means the laws of England and Wales and any EU regulations from time to time applicable (i) whilst the United Kingdom remains a member of the European Union or (ii) subsequently under the terms of the European Union (Withdrawal) Bill as enacted and/or amended.
"Change Control Procedure"	means the procedure set out in Clause 13.
"Controller"	has the same meaning as set out in the Data Protection Laws.
"Data Protection Laws"	means (a) any law, statute, legislative enactment, or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the UK GDPR Data Protection Act 2018, for as long as these remain Applicable Law; and (b) any code of practice or guidance published by the UK Information Commissioners Office from time to time;
"Data Subject"	has the same meaning as set out in the Data Protection Laws.
"Discloser"	a party to this Agreement that discloses Personal Data, directly or indirectly, to the other party.
"Effective Date"	means the date stated in SCHEDULE A.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.
"Good Industry Practice"	Means using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
"Intellectual Property"	means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.



"Off-Site Services"	means Services delivered from the Services Site.
"On-Site Services"	means Services delivered at the Operations Site.
"Operations Site"	means the Customer's offices as stated in SCHEDULE A.
"Personal Data"	has the same meaning as set out in the Data Protection Laws.
"Processing"	has the same meaning as set out in the Data Protection Laws.
"Processor"	has the same meaning as set out in the Data Protection Laws.
"QTC"	Refers to Quick Think Cloud of Kestrel court, Harbour Rd, Portishead, Bristol BS20 7AN
"Recipient"	a party to this Agreement that receives Personal Data, directly or indirectly, from the other party.
"Service Charges"	means the charges for the Services to be paid to G7 by the Customer under this Agreement.
"Service Level"	the Service Level specified in Schedule D Part 2.
"Services"	means the activities to be carried out by G7 in accordance with this Agreement generally and SCHEDULE D specifically.
"Services Site"	means G7's offices at Lawes House, 66-68 Bristol Road, Portishead, BS20 6QG or such other site as G7 may designate from time to time.
"Software"	means all the Customer's application software listed in SCHEDULE B, together with any further Customer software which is added to SCHEDULE B by written agreement of the parties from time to time in accordance with this Agreement all as amended, developed or enhanced from time to time.
"Software Owner"	means Unit4 Business Software together with its holding, subsidiary, associated and affiliated companies wheresoever situated.
"Working Day"	Means 09:00 to 17:30 GMT, Monday to Friday inclusive excluding bank holidays in England and Wales.
"Writing"	Means in Writing and signed by a duly authorised representative of the relevant party and (shall for the avoidance of doubt include electronic data interchange, electronic mail and similar means of communication).



2. SERVICES

- 2.1 In consideration of the payment of the Service Charges defined in SCHEDULE C and the observance of the other terms and conditions of this Agreement by the Customer, G7 shall provide the Services to the Customer from the Effective Date until such time as the Agreement is terminated as set out in Clause 8 of this Agreement.
- 2.2 The manner in which the Services are being or are to be performed and this document may be reviewed by both parties and any mutually agreed alterations or updates will be applied in accordance with the change control procedures specified in Clause 15 ("Change Control Procedure") where applicable.
- 2.3 G7 shall comply with any requests (as are reasonable in the opinion of G7, acting reasonably) made by the Customer for improvements in the manner in which the Services are performed and the nature and content of the Services and both parties agree to comply with the Change Control Procedure.
- 2.4 Off-Site Services will be routinely provided from Monday to Friday (excluding bank holidays in England and Wales) between the hours of 09:00 and 17:30. London time in accordance with this Agreement or as agreed in advance in Writing. On-Site Services would only be provided by special arrangement between the parties.
- 2.5 G7 shall not by reason of the provisions of clause 2.4 be entitled to provide the Services in a manner inconsistent with Clause 2 of Schedule D.
- 2.6 No Services will be provided at any other time unless requested by the Customer at least thirty (30) calendar days in advance of the date required and agreed by G7, although G7 will use all reasonable endeavours to comply with any such request where less than thirty (30) calendar days' notice is given.
- 2.7 All Services shall be provided in a timely and efficient manner and G7 shall use all reasonable endeavours to prioritise all requirements for Services and services of a similar nature from third parties in such a way as to provide to the Customer the Services at the time and in the manner required by the Customer.

3. COMPUTER EQUIPMENT

- 3.1 With effect from the Effective Date the Customer shall afford G7 and its employees and representative's access to and full use of all the Customer's equipment necessary for the purposes of performing the Services. Where this or any other provision of this Agreement necessitates G7 staff working at the Operations Site G7 shall ensure that its staff follow all internal rules of the Customer in connection with visitors and shall organise their presence on site in order to minimise disruption to the Customer's business where possible.

4. LICENCE

- 4.1 If any software or Intellectual Property is to be licensed by G7 to the Customer hereunder, as set out in Part 2 of Schedule B below, then it shall be granted on the terms of the Licence in Schedule F below.



- 4.2 The Customer shall be responsible for procuring from the Software Owner any licence or consent required to enable G7 to provide the Services to the Customer. For the avoidance of doubt, if the Customer is not, or during the term of this Agreement ceases to be, contractually licensed with the Software Owner and, as a result is unable to access support services from the Software Owner, then G7's contractual obligation under Schedule D, Clause 1.4, to report core software issues to the Software Owner is removed.

5. MINIMUM SPEND COMMITMENT

- 5.1 With effect from the Effective Date and for the period of this Agreement the Customer agrees to pay G7 the monthly charge for Services specified in SCHEDULE C.

6. PAYMENT

- 6.1 G7 will deliver an invoice on the first working day of each month in which the Services are provided or as soon as possible after that date, for the Services to be provided during that month.

- 6.2 The Customer shall settle each properly submitted and undisputed G7 invoice within thirty (30) calendar days of the invoice date. Invoices will be considered to be undisputed if no queries are raised within fourteen (14) calendar days of the receipt.

- 6.3 The Customer shall pay any Value Added Tax (or other legally required sales tax, to the extent that any is introduced or due in any foreign jurisdiction) chargeable upon and directly relevant to any sums payable by the Customer under this Agreement.

- 6.4 In the event that any amount owed by the Customer to G7 is not paid on or before the date such amount is due G7 shall be entitled at its discretion to:

6.4.1. charge interest from the due date until the date paid at the rate of three (3) percent above the base rate, or three (3) percent (whichever is greater) for the time being of Barclays Bank PLC in force from time to time; and/or

6.4.2. suspend the provision of Services until payment is received.

7. CONFIDENTIALITY AND EMPLOYEES

- 7.1 Both parties hereby acknowledge that under the terms of this Agreement confidential information may be disclosed to the other party. Both parties undertake to keep confidential all information provided or otherwise received from the other party under this Agreement ("the Information") and the receiving party shall not disclose the same to any third parties without the prior consent of the disclosing party in Writing. All Information will be deemed confidential whether or not marked as such. Information will be returned to the disclosing party upon demand or at the disclosing party's discretion the receiving party shall destroy all copies of Information in its possession (including copies held upon computer hardware). The Information of the disclosing party does not, however, include any information which:

7.1.1 is known to the receiving party, under no obligation of confidence, at the time of disclosure by the disclosing party; or



- 7.1.2 is or becomes publicly known through no wrongful act of the receiving party; or
 - 7.1.3 is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the disclosing party; or
 - 7.1.4 is independently developed by the receiving party; or
 - 7.1.5 is required to be disclosed by law, any regulatory authority or law enforcement body.
- 7.2 The receiving party may divulge the Information only to those employees, agents or subcontractors only where such a disclosure is necessary for the performance of the Services and where such employees, agents or subcontractors who are bound by a similar confidentiality undertaking and the receiving party undertakes to ensure that they are aware prior to the disclosure of all or any part of the Information that the same is confidential and that they owe a duty of confidence to the disclosing party and the receiving party shall procure that such employees, agents or sub-contractors comply with such undertaking. The receiving party shall indemnify the disclosing party against any loss or damage which the disclosing party may sustain or incur as a result of the receiving party failing to comply with the provisions of this Clause 7.2.
- 7.3 The party receiving the information shall promptly notify the disclosing party if it becomes aware of any breach of confidence by itself or any person to whom the receiving party divulges all or any part of the Information and shall give the disclosing party all reasonable assistance in connection with any proceedings which that disclosing party may institute against such person for breach of confidence.
- 7.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this agreement.
- 7.5 Neither party shall from the Effective Date until six (6) months after the termination of this Agreement canvass the employment or services of or employ or engage directly or indirectly as a contractor or an employee any employee or sub-contractor of the other.
- 7.5.1 The only exceptions to clause 7.5 above are where any such employment or engagement is (i) agreed in advance in Writing by both parties, which agreement shall not be unreasonably withheld or delayed; or (ii) as a result of an advertisement published in any media (including newspapers and/or electronic media) of general circulation (including advertisements posted on the Internet) where proof of such general recruitment campaign can be supplied if requested and the relevant employee or sub-contractor responded independently to such advertisement.
 - 7.5.2 Each party acknowledges that a breach by it of the provisions of clause 7.5 (other than where the exceptions set out in clause 7.5.1 apply) requires the expenditure of time and expense by the other party in replacing any such employee or sub-contractor for which the other party is entitled to recover as liquidated damages an amount equal to 40% of the gross annual salary or fee of the individual concerned as at the time of the breach. The parties agree that this shall be either party's sole remedy in respect of any such individual breach.



7.6 Freedom of Information (Public Sector Customers only)

Where the Customer is a public sector customer and is under a duty to comply with the provisions under the Freedom of Information Act 2000 or any statutory modification or re-enactment or any related guidance or codes of practice relating to such Act ("FOIA"), G7 shall assist the Customer, in return for a reasonable fee notified by G7 to the Customer within five (5) Working Days of receipt of any such request in Writing (G7 at all times using all reasonable endeavours to respond as quickly as possible to the Customer) in meeting any requests for information ("RFI") in relation to the Services supplied by G7.

As and when requested by the Customer, G7 will provide all necessary assistance as reasonably requested by the Customer to enable the Customer's timely compliance with its disclosure obligations under FOIA.

The Customer shall consult with G7 prior to disclosing information relating to an Agreed Order (wherever possible to do so).

7.7 Data Protection

Each party acknowledges that for the purpose of the Data Protection Laws where it is a Recipient it is the Processor and where it is a Discloser it is the Controller of any Personal Data provided to it by the Discloser or obtained by it as part of its obligations under this Agreement. Where a party is acting in its capacity as Processor, it undertakes to:

- 7.7.1 process the Personal Data only in accordance with the terms of this Agreement and the Controller's documented instructions from time to time (unless otherwise required by Applicable Law, in which case the Processor shall to the extent permitted by Applicable Law inform the Controller of that legal requirement before the relevant Processing of that Personal Data);
- 7.7.2 implement and maintain appropriate technical and organisational security measures as are sufficient to comply with at least the obligations imposed on the Controller by the Data Protection Laws;
- 7.7.3 take all reasonable steps to ensure the reliability and integrity of any Processor personnel who shall have access to the Personal Data, and ensure that each such person shall have entered into or are governed by appropriate contractually binding confidentiality undertakings;
- 7.7.4 within twenty (20) Working Days of a request from the Controller, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Controller (and/ or its representatives, including its appointed auditors) and provide reasonable information, assistance and co-operation to the Controller, to demonstrate compliance with this Clause 7.7.4;
- 7.7.5 not disclose the Personal Data to any third party (including a sub-contractor) or otherwise transfer the Personal Data outside of the United Kingdom or the European Economic Area (as relevant) in any circumstances without the Controller's prior consent in Writing;
- 7.7.6 not sub-contract the performance of any of its obligations under the Agreement without the prior consent of the Controller in Writing;



- 7.7.7 assist the Controller in complying with its obligations under the Data Protection Laws including (without limitation) notifying the Controller: (i) without undue delay upon becoming aware of a Personal Data Breach affecting such Personal Data, providing Controller with such information as required under the Data Protection Laws as such information becomes available; (ii) promptly of any security incidents or potential security incidents; and (iii) promptly upon receiving a request from a Data Subject exercising his/her rights under Data Protection Laws and not respond to that request except on the documented instructions of the Controller or as required by Applicable Law;
- 7.7.8 cease processing all Personal Data immediately upon termination or expiry of this Agreement and promptly return and/or permanently and securely destroy such Personal Data as directed in Writing by the Controller;
- 7.7.9 comply with the obligations imposed upon Data Processors under the Data Protection Laws; and
- 7.7.10 assist the Controller in relation to any contact that the Controller has with a relevant regulator.
- 7.8 Subject to Clause 7.7.7 and the common law duty to mitigate loss, each party hereby agrees to be liable to the other party for any liability or compensation ultimately paid to a Data Subject or supervisory body which results from the act, neglect or default of the first party.
- 7.9 When given access to the Customer's network, the G7 employees will use all reasonable endeavours to comply with any IT code of conduct supplied by the Customer.
- 7.10 The Controller acknowledges that the Processor is reliant on the Controller for direction as to the extent and permissions to which the Processor is entitled to use and process the Personal Data. Consequently, the Processor will not be liable for any claim brought by a Data Subject where the processing under the Agreement is not permitted under Applicable Law. The Controller acknowledges that the Processor will not be liable for any claim arising from any act or omission by the Processor to the extent that such act or omission resulted from the Controller's actions or express instructions to the Processor.
- 7.11 In addition the Controller is responsible (as between the parties and to Data Subjects and supervisory authorities) for ensuring that Data Subjects have given appropriate consent to the processing of any Personal Data by the Processor and ensuring the Processor's security measures meet the standard of appropriateness in relation to the Personal Data involved.

In relation to this clause, the parties acknowledge that the Processor may not be in a position to assess what measures are appropriate to the Controller's Personal Data (since the data is collected and processed for the purposes of the Controller's and not the Processor's business).

8. TERM AND TERMINATION

- 8.1 This Agreement shall commence on the Effective Date and continue for a period of [X]months. Upon expiry of the [X] month period, this Agreement shall continue unless and until termination by either party upon one month's notice in Writing to the other party, such written notice not to expire before the end of the initial [X]month period.



- 8.2 Either party may terminate this Agreement forthwith on giving notice in Writing to the other party if the other party:
- 8.2.1 commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 45 days after the receipt of a request in Writing from the non-defaulting party to do so;
 - 8.2.2 shall convene any meeting of creditors or pass a resolution for winding up or fail to promptly discharge a petition for winding up; or
 - 8.2.3 shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or
 - 8.2.4 being an individual commits any act of bankruptcy or compounds with his creditors or comes to any arrangements with any creditors.
- 8.3 On termination of this Agreement both parties shall immediately cease to use the other party's Intellectual Property. Either party may require the other party to return to the first party within seven (7) days of the date of termination the first party's Intellectual Property and that first party shall be entitled to require the other party to certify in Writing through a director or other officer of the company within thirty (30) calendar days of termination that the obligations imposed by this Clause have been complied with. Each party agrees that it will not at any time copy, recreate or attempt to recreate the other's Intellectual Property.
- 8.4 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination.
- 8.5 On serving notice to terminate this agreement, outside of the reasons specified in clause 8.2 above the customer is required to use any unused hours, either contracted or rolled over by the end of the notice period on a use it or lose it basis.
9. WARRANTY
- 9.1 G7 warrants that in providing the Services it will use all reasonable care and skill, will strive to achieve standards of care and skill in line with Good Industry Practice and that it shall have available sufficient employees and sub-contractors to provide the Services and that all personnel and sub-contractors will have qualifications and experience appropriate for the tasks to which they are allocated.
- 9.2 In the event that G7 identifies a computer virus, malware or ransomware on the Customer's system it shall immediately notify the Customer.



10. LIABILITY

- 10.1 Notwithstanding anything else contained in this Agreement, G7 shall not be liable to the Customer for any indirect or consequential loss, damage, cost or expense of any kind, whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings.
- 10.2 G7 accepts liability to the extent that it results from the negligence of itself and its employees for:
- 10.2.1 death or personal injury or for fraud without limit, and
- 10.2.2 physical damage to or loss of the Customer's tangible property up to the amount of £500,000 in respect of each incident or series of connected incidents.
- 10.3 In relation to claims in any other case not falling within Clause 10.2 above G7's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed 100% of the value of the Services provided by G7 paid or payable during the calendar year in which such claim occurs.
- 10.4 The Customer acknowledges that it has been entitled to negotiate the amount of any limit on G7's liability under this Agreement and has elected (unless other limits are agreed by G7 in the Schedules hereto) to accept the limitations in this Clause.
- 10.5 G7 shall during the term of this Agreement maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £1,000,000 (one million pounds) or the amount required by law if higher, and with an insurance company of repute. G7 shall on request supply copies of relevant certificates of insurance to Customer as evidence that such policies remain in force.

11. ASSIGNMENT

- 11.1 Neither party may assign or sub-contract any of its rights or obligations hereunder without the consent of the other in Writing, which shall not be unreasonably withheld or delayed.

12. FORCE MAJEURE

- 12.1 Neither the customer nor G7 shall be held liable for failure or delay in the performance of its obligations under this Contract, if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either party ("Force Majeure Events").
- 12.2 Acts or events constituting Force Majeure Events shall include, but not limited to Act of God, government intervention, directives or policies, war, rebellion or act of terrorism, epidemic and/or pandemic.
- 12.3 The party affected by a Force Majeure Event shall notify the other as soon as soon as reasonably practicable after commencement of a Force Majeure Event.



13. GENERAL

- 13.1 All notices which are required to be given under this Agreement shall be in Writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally, by first class pre-paid letter or e-mail and shall be deemed to have been received: -

13.1.1 by hand delivery - at the time of delivery,

13.1.2 by first class post in the United Kingdom - 48 hours after the time of mailing, or

13.1.3 by e-mail when (i) the sender receives an automated message confirming delivery; or (ii) 60 minutes after the sent time sent (as recorded on the device from which the sender sent the e-mail) unless the sender receives an automated message that the e-mail has not been delivered, whichever happens first. Where the sender is aware that an e-mail has not been delivered due to an automated message being received or an out of office message of the addressee being received, the sender may re-send an e-mail to a different e-mail addressee at the other party, provided that (i) the replacement addressee is of equivalent seniority or more senior to the original addressee (ii) the original addressee is e-mailed again to inform them that the notice has been re-served to another addressee. For the purposes of this clause, the Customer's e-mail is [] and G7's e-mail is g7info@g7bs.com (or such other e-mail address as a party may designate in Writing to the other party).

In all cases if the delivery or receipt is on day which is not a Working Day or is after 17:30 (addressee's time) it is deemed to be received at 09:00 on the following Working Day.

- 13.2 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in Writing.
- 13.4 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement shall not apply unless expressly accepted in Writing by G7.
- 13.5 G7 is an independent supplier and is not and shall not hold itself out as and shall procure that none of G7's employees or approved subcontractors or their employees hold themselves out as, an agent of the Customer. All personnel used by G7 in performance of its obligations under this Agreement shall be employees of G7, or an approved subcontractor or agent of G7.
- 13.6 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act



1999 by a person who is not a party of the Agreement.

14. DISPUTE RESOLUTION; GOVERNING LAW

- 14.1 If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation ("Negotiation") at a meeting at executive level within fourteen (14) calendar days of the dispute arising.
- 14.2 If within twenty-eight (28) calendar days after the executive meeting in clause 14.1 no settlement has been reached between the parties, the dispute shall be referred to and finally resolved by litigation and the parties submit to the exclusive jurisdiction of the English Court.
- 14.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by Negotiation and that Negotiation has terminated.
- 14.4 This Agreement shall be governed by English Law which will apply to all dispute proceedings.

15. CHANGE CONTROL PROCEDURE

- 15.1 If the Customer wishes to change the level or content of the Services in any way, then it shall submit a proposal to G7 in Writing containing full details thereof ("the Proposal"). G7 shall consider such Proposal and, provided it is reasonable to do so and the Customer can justify its recommendations, shall accept (with or without modifications) or reject the Proposal -and shall notify the Customer accordingly. G7 shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by G7 to the Proposal or any resultant changes in the Service Charges shall be communicated to the Customer and, once accepted by the Customer shall take effect as if part of this Agreement.
- 15.2 If G7 wishes to change the level or content of the Services in any way, then it shall submit a proposal to the Customer in Writing containing full details thereof ("the Proposal"). The Customer shall consider such Proposal and, provided it is reasonable to do so, shall accept (with or without modifications) or reject the Proposal and shall notify G7 accordingly. The Customer shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by the Customer to the Proposal shall be communicated to G7 and, if accepted by G7, then the Proposal as amended shall take effect as if part of this Agreement. If such modifications are not accepted by G7, then it shall notify the Customer, who will decide in a timely fashion whether it accepts the Proposal as unmodified.
- 15.3 If the Customer does not accept G7's proposed changes to the Service Charges under Clause 15.1 or either party rejects the other party's Proposal, then this Agreement shall remain in full force and effect and the Proposal shall not be a part thereof or the Customer may, in its sole discretion, terminate this Agreement with effect from such date as the Customer shall specify. The Customer's right to terminate this Agreement will be actionable if the failure to accept the Proposal causes substantial difficulties for the business.
- 15.4 If the Customer wishes to upgrade from the version it is currently using to any new version which is substantially different then, before implementing this these changes, control procedures shall be applied in respect thereof and this shall be regarded as a change in the level or content of the Services.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first shown above.



SCHEDULE A

1. Effective Date: DD/MM/YYYY
2. Operations Site: Delivered remotely or <Customer address> if delivered on site.



SCHEDULE B

PART 1

SUPPORTED SOFTWARE

CUSTOMER APPLICATION SOFTWARE

1. Specification of software

Unit4 ERP software as per Customer Checklist

2. Bespoke software developed by or approved by G7.

3. Customer's software

4. Third party software

5. Exclusions / not in scope



PART 2

LICENCE

If Software or other intellectual property is to be licensed under this Agreement, then the modules to be licensed shall be listed here, and the terms of the Licence will be as set out in Schedule F.

Licensed Modules/Property:

Licence Fees:



SCHEDULE C

1. SERVICE CHARGES

- 1.1 All Services provided within the hours defined in Clause 2.4 of this Agreement will be charged as follows. Hours outside of those defined in Clause 2.4 will be charged as set out in 1.3 below:

The proposal for the Software support service is for a contracted number of hours per month. If less hours are used, the fee will still be charged. If more hours are used, then G7 reserves the right to charge at the higher rates set out in 1.2 below;

Hours can be purchased in bands of 5 up to 30 hours and in bands of 10 above 30 hours. The rates for contracted numbers of hours are: (subject to the above right to charge a higher rate):

Contracted 5 hours @ £116 per hour	= £ 580 per month
Contracted 10 hours @ £116 per hour	= £1,160 per month
Contracted 15 hours @ £112 per hour	= £1,680 per month
Contracted 20 hours @ £110 per hour	= £2,200 per month
Contracted 30 hours @ £105 per hour	= £3,150 per month
Contracted 40 - 70 hours @ £100 per hour	
Contracted 80 hours + @ £89 per hour	

This contract is set at Contracted [X] hours @ £[X] per hour = £[X] per month.

This may be reviewed by both G7 and the Customer on a monthly basis and amended if required. The actual time used will be monitored in minutes.

Should <CUSTOMER> have any unused hours at the end of each month, those unused hours (up to a maximum of 50% of the set monthly contracted hours for the month in which they were unused) will be transferred to the following month. These unused hours can be used as additional hours in the month to which they are transferred only, they do not alter and are not considered as set monthly hours for any further rollover. For the sake of clarity, the unused hours are not cumulative and if they are not used in the month they are first transferred to then they are forfeit. For customers on contracts of more than 20 hours, the maximum roll over is 10 hours as opposed to 50%.

- 1.2 For Software support services provided in excess of the contracted hours per month, excess hours will be charged at £135 per hour. G7 will charge the standard £<> per hour for the first 3 months while we monitor usage.
- 1.3 G7 is potentially able to supply Services outside of normal hours depending on staff and/or skill set availability. G7 staff are not contracted to work outside of normal hours and such work is undertaken on a voluntary overtime basis. Services are potentially available to book in 7.5-hour units (including an elapsed 1 hour for lunch). For such Services provided at other times other than those defined in clause 2.4 of the Agreement, the following increments will be applied to the G7 consultancy day rate as stated on the prevailing G7 rate card:

Saturdays:	09:00 – 17:30	One and a half times (1.5x)
Sundays and Bank Holidays:	09:00 – 17:30	Two times (2x)

Normal G7 expenses are chargeable where work is carried out on customer site but are waived where work is carried out remotely.



- 1.4 G7 conduct a number of additional background tasks during the normal course of business. These may include, but are not limited to, the production of weekly and monthly reports, weekly customer catch-up calls and monthly statistical analysis
- 1.5 All other expenses will be charged at cost. No other expense will be incurred by G7 without prior authorisation by the Customer.
- 1.6 All third party charges that arise during the term of this Agreement (whether incurred at the request of G7 or otherwise) that are related to the provision by such parties of the Services will be paid directly by the Customer. Such charges will not be incurred by G7 unless following discussion and agreement in Writing between the Customer and G7 to establish a cost benefit case.
- 1.7 All charges defined here exclude VAT, which will be payable in addition.
- 1.8 The Customer shall be invoiced for a minimum of £[X] per calendar month, subject to a requirement that both parties shall use their reasonable endeavours to agree in Writing and adjust this minimum commitment according to the Customer's requirements providing there is a valid reason to do so
- 1.9 G7 reserves the right to increase all rates annually by the Average Weekly Earnings index, or such other index of equivalent value as may replace it from time to time, or 5% whichever is higher. For the avoidance of doubt this is limited to once a year and not within the first year of the Effective Date.



SCHEDULE D

SERVICES

1. SERVICES TO BE PROVIDED

1.1 G7 will provide support and receive and monitor all calls from the Customer between the hours specified in Clause 2.4 (of this Agreement not this Schedule D). G7 will be responsible for progressing calls relating to the operation of the Software.

1.2 Support services shall/ may include (without limitation) the following:

- provision of a central point of contact for Software queries and faults for the Customer,
- telephone support,
- dial up support direct to Customer systems,
- job recovery,
- data integrity resolution,
- informal training of Customer staff in the use of Software,
- support call logging and statistics monitoring,
- user advice desk to resolve the 'How do I do' type queries,
- analysis of Software issues and courses of action for resolution,
- liaison with the Software Owner on behalf of the Customer during the resolution of Software issues,
- small development projects (limited to 3.75 hours each). Any development projects that take longer than 3.75 hours may still be covered under this agreement, with the caveat that the time required may need to be scheduled and therefore fall outside of the SLA's. However G7 reserve the right to class this as consultancy and therefore outside the scope of this agreement and to redirect it accordingly, which may involve referring it to one of our approved partners as specified in Schedule I.

As above, any application queries will be handled via the G7 Application Managed Service where they relate to partner specific products or services. However, if 10% or more of the contracted hours for either Infrastructure or Income Manager related calls that necessitate said calls being passed to one of our approved partners, as specified in Schedule I and currently QuickThink Cloud and Blue Planet respectively, then G7 reserve the right to recommend that the customer engages directly with the G7 partner to arrange for consultancy or a specialised support contract accordingly. Should a support call lodged with a G7 partner be returned to G7 reporting that either specialised knowledge or a solution requiring more than 3.75 hours be required to resolve the call, then G7 reserve the right to class this as consultancy and not AMS.

G7 also offer a full Technical Managed Service offering proactive monitoring of your Unit4 ERP software infrastructure and environments, including restores, backup strategies, infrastructure service optimisations, infrastructure security configuration, thin client deployment strategies. Details can be provided upon request.



- 1.3 G7 reserve the right to suggest the additional services above if the calls logged through the G7 Application Managed Service desk highlight these services as being of benefit to the Customer. G7 shall promptly answer all communications, whether by e-mail, fax or telephone, placed by the Customer and endeavour in all instances to provide an initial response during the Services hours specified in this Agreement within 45 minutes and shall in doing so endeavour to identify the resolution of the reported fault, but where such initial response would, under this Clause, fall outside of the hours stated in clause 2.4 (of this Agreement not this Schedule D) then G7 shall not be obliged to provide the such response until the start of the next applicable working day.
- 1.4 If G7 is unable to resolve a fault which is attributable to a programming or coding error or a lack of functionality which ought to have been provided by the Software Owner in the Software then G7's obligations hereunder shall be limited to reporting the nature and content of such fault to the Software Owner, provided that the Customer has access to the Software Owner's support services. At the Customer's request G7 will endeavor to provide a work around, such work around being provided as Application Managed Service at the rate defined in Schedule C, Clause 1.1.
- 1.5 If G7 is unable to resolve a fault which is attributable to a failure in any hardware or which is capable of remedy only through the acquisition of additional hardware or software, then G7 shall not be liable to provide Services in relation thereto until such time as the Customer has implemented G7's recommendations in respect thereof, provided that sufficient technical and other details as required by the Customer are provided to implement such recommendations and G7 is able to provide the same, except that G7 shall be under no obligation to provide such technical and other details where it reasonably falls outside of G7 knowledge or G7 could not be expected to know of or be able to provide the same.
- 1.6 G7 shall, for the avoidance of doubt, not be responsible for providing any Services relating to third party software specified in Schedule B hereto unless it is directly related to the performance of the Software itself and G7's obligations in respect thereof under this Agreement.
- 1.7 G7 shall not begin work on any fault or request outside the hours specified in clauses 2.4 (of this Agreement not this Schedule D) unless expressly instructed by Customer's employees named in Schedule E.
- 1.8 G7 will provide the Customer with details of the time spent on all calls on a weekly and monthly basis.

2. SERVICE LEVELS

2.1 Call Resolution

G7 shall endeavour to provide the following resolution of reported faults by Off-site Services:

FOR LIVE SYSTEMS AND BAU			
URGENT	HIGH	MEDIUM	LOW
Application System Down/Agreed Business Critical Process not working	Important Business Process not working	Operational Process Not working	Minor bugs, faults or loss of some functionality
Unit4 ERP software is inaccessible or a mutually agreed business critical feature is not working, and no work around is available resulting in the customer not being able to continue their normal course of business	An important business process is not working causing major inconvenience, but the customer is not prevented from carrying out their normal course of business	A feature of the system is not working causing the customer some, but not major inconvenience	Minor issue
Response – 1 hour	Response – 1 hour	Response – 1 hours	Response – 4 hours
Resolution – 4 hours	Resolution – 1 day	Resolution – 3 days	Resolution – Within such a period as is reasonable in the circumstances or as agreed with the customer

FOR TESTING ASSISTANCE – TARGET RESOLUTION TIMES	
HIGH	LOW
Important Business Process not working	Operational Process Not working
An important business process is not working causing major inconvenience, but the customer is not prevented from carrying out their normal course of business	A feature of the system is not working causing the customer some, but not major inconvenience
Response – 1 hour	Response – 1 hours
Resolution – 1 day	Resolution – 3 days

In certain circumstances the identified resolution may require the call to be routed to a more suitable third party, for example, the Software Owner's Support Centre.

2.2 Call Tracking

All calls will be logged in the G7 Helpdesk system and a call reference will be issued to Customer for call resolution tracking.

2.3 Call Reporting

Regular progress meetings may be held between the Customer and G7.

2.4 Call Acceptance

Calls will only be accepted by G7 from Customer nominated contacts, defined in Schedule E.

2.5 Call Prioritisation

Calls will be prioritised by date within severity level unless otherwise specified by Customer's Call Logging user contacts.

2.6 Call Escalation

The call escalation process is as follows:

2.6.1. For urgent faults. If the call is not resolved within the service level G7 support will escalate the call to a G7 Manager. The G7 Manager will inform the customer of the progress of the resolution and estimate the time that the call will be resolved. The G7 Manager or his appointed deputy will update the customer every hour until resolution.

2.6.2. For high faults. If the call is not resolved within the service level G7 support will



escalate the call to a G7 Manager or his appointed deputy. The G7 Manager will inform the customer of the progress of the resolution and estimate the time that the call will be resolved. The G7 Manager or his appointed deputy will update the customer twice daily until resolution.

- 2.6.3. For medium faults. If the call is not resolved within the service level G7 support will escalate the call to a G7 Manager or his appointed deputy. The G7 Manager will inform the Customer of the progress of the resolution and estimate the time that the call will be resolved. The G7 Manager or his appointed deputy will update the customer daily until resolution.
- 2.6.4. For low faults. If the call is not resolved within the service level G7 support will escalate the call to a G7 Manager or his appointed deputy. The G7 Manager will inform the customer of the progress of the resolution and estimate the time that the call will be resolved. The G7 Manager or his appointed deputy will update the customer weekly until resolution.



SCHEDULE E

Authority for Out of Hours Work

Customer's employees with Approval Authority to sanction work outside the hours specified in Clause 2.4 of this Agreement are:

Support Call Logging Nominee*

Customer's users responsible for contacting, reporting and progressing support calls are (please list contact and email address):

Billing

Customer point of contact for billing and billing queries:

Name:

Position:

Email:

Telephone number:

Address:

* Please inform G7 of any additions, changes or deletions to the above list of contacts. This is in special regard to those users who have access to the G7 call logging system. For those contacts who should no longer have access we will inactivate their account to prevent them from logging any future calls either by phone, email or via the portal and their portal enquiry access will also be terminated. We will however retain their details on our system to enable meaningful historical reporting.



SCHEDULE F

END USER LICENCE AGREEMENT/LICENCE TERMS

1. Both parties acknowledge that the performance by G7 of its obligations under this Agreement are dependent and conditional on the terms of any licence between the Customer and any third party, including the Software Owner.
2. G7 hereby grants the Customer a non-exclusive licence in perpetuity to use, maintain and adapt (whether by them or through a third party) G7's Intellectual Property created for or provided under this Agreement to the Customer. G7 shall provide to the Customer all materials and information necessary from time to time to generate, maintain and adapt such Intellectual Property and any software, manuals and related materials comprised thereon.
3. Subject to clause 8.3 of the Agreement, the Customer hereby grants G7, its associate companies, contractors and subcontractors a non-exclusive non-transferable licence to use the Customer's Intellectual Property to the extent necessary to comply with this Agreement for the term of and in furtherance of this Agreement.
4. Each party will indemnify the other and keep the other fully and effectively indemnified against all losses, damages, costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use, possession or working of the indemnifying party's Intellectual Property, (or where the Customer is the indemnifying party the Software) or any other third party Intellectual property held by the indemnifying party from time to time infringes the Intellectual property rights of any third parties. The Customer shall have no obligation to indemnify G7 in respect of any software or Intellectual property to the extent that the same is amended, supplied, developed or enhanced by G7.
5. G7 will provide the Services in respect of any software not listed in Schedule B, which shall be notified in Writing to G7 by the Customer from time to time during the term of this Agreement, including any new Unit4 software, and such software will be deemed added and incorporated into the list specified in SCHEDULE B. G7 shall be entitled to make reasonable adjustments to its charges under this Agreement in respect thereof and the provisions of this Schedule F (and this Agreement generally) will apply equally thereto. Any dispute as to such adjustment shall be resolved in accordance with Clause 14 of the Agreement pending which G7 shall not be obliged to provide Services in respect of the software which is the subject of such dispute.

[ADD any other relevant licence terms]



SCHEDULE G

ON-BOARDING PROCEDURE

The following actions need to take place to set up the Customer on an Application Managed Service agreement.

Action	Responsibility	Cost	Notes
Signed agreement	G7 and Customer	£0	
Completed Customer Check List	Customer	£0	The service can start without this but G7 would have no details of the system so the first calls may take longer
Conference call to discuss ways of working and connection	Customer and G7	£0	
Purchase Order	Customer	£0	
System configuration extract	Customer and G7	£910 per day 1 day if single client. Please note additional clients will require additional days (2-4 clients - 2 days, 4+ clients – 3 days) Plus expenses if carried out on site	



SCHEDULE H

ACCOUNT MANAGEMENT

G7 will put in place the following account management / liaison roles:

- The Customer will be allocated an Account Manager who will respond to any additional work requests and planned changes to contracted hours etc.
- The Customer will receive weekly call logs showing detailed call information including the time taken, the work carried out and the resolution applied.
- The weekly call logs will be incremental, so the log sent at the end of the month will highlight the total time used that month.
- An AMS consultant may arrange to hold a weekly call at a mutually agreed and regular time to discuss the weekly call log. The consultant will discuss the status of all open calls.
- The Customer will have access to the Services Director who is the Executive Sponsor. The Services Director is the next level in any escalation process.



SCHEDULE I

APPROVED PARTNERS

QuickThink Cloud Limited

Kestrel Court,
Harbour Rd,
Portishead,
Bristol,
BS20 7AN

QuickThink Cloud Limited is a private limited company in the UK (registered number **08783872**).

QuickThink Cloud provide additional back-up for the G7 Application Managed Service in areas such as:

Database administration issues
Windows issues relating to the Unit4 ERP software installation / web installation
Installation issues
Performance issues
Infrastructure Configuration issues
Unit4 ERP Web server issues
Unit4 ERP Mobile App config / issues
Security issues
Single Sign-On
Thin-client deployment strategies
UK Product / Report Engine updates
Script creation
Etc.

Type of partnership

Legal back to back flow through partnership agreement.

Access to Customer's systems

Where it is necessary to engage QuickThink Cloud to provide back up to the G7 Application Managed Service, QuickThink Cloud will have the same access as the G7 employees. QuickThink Cloud will use the support log-ins supplied to G7 and gain access in the same way. All tickets will be logged via G7 and owned by G7.

**Blue Planet Software Limited**

114 Oldbridge Station,
Osberstown,
Naas,
Co. Kildare,
W91 W20W

Blue Planet Software Limited is a private limited company registered in Ireland (registered number **626416**)

Blue Planet Software provide G7 with additional specialist support and consultancy services for the Income Manager suite of software. Blue Planet have also developed new modules, with those listed below live as of the date of this agreement:

Blue Planet Web Payments as an option to the Unit4 Web Payments
Agent Referred Payments
Telephone Payments

Type of Partnership

Legal back to back flow through partnership agreement

Access to Customer's systems

Where it is necessary to engage Blue Planet to provide back up to the G7 Application Managed Service, Blue Planet will have the same access as the G7 employees. Blue Planet will use the support log-ins supplied to G7 and gain access in the same way. All tickets will be logged via G7 and owned by G7.