Tel: +44 (0)20 7043 0920
Fax: +44 (0)20 7043 0921
Email: info@integrella.com
Website: www.integrella.com

Dated 23rd October 2025

Client

and

Integrella Ltd

Master Services Agreement

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Master Services Agreement

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

Between

1) **Client Company Name** a company incorporated under the laws of England and Wales (registered company number **Company Number** whose registered office is at **Street, city, Postcode** ("**Client**"); and

2) **Integrella Limited** a company incorporated under the laws of England and Wales (registered company number **6367053**) whose registered office is at 25 Eccleston Place, London, SW1W 9NF, United Kingdom ("**Supplier**" or "**Integrella**").

Whereas:

a) The Client requires certain services and the Supplier has agreed to provide such services to the Client at the outset of this Agreement and on an ad-hoc call-off basis during the term, on the terms and subject to the conditions of this Agreement.

b) From time to time the Client may request additional services by way of a Statement of Work (as defined below). Each Statement of Work will be incorporated as part of this Agreement, in accordance with this Agreement.

It is hereby agreed as follows:

1 Definitions and interpretation

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

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

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

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

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

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

or transmits in connection with this Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The words **including** and **include** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

(b) Reference to any Agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

(c) Words importing the singular shall include the plural and vice versa;

(d) Words importing any one gender shall include the other gender;

(e) Construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);

(f) References to clauses, schedules or Statements of Work in this Agreement are, unless otherwise provided, references to the clause, schedule or Statement of Work of or to this Agreement;

(g) References in a schedule or Statement of Work to paragraphs are to the paragraphs of that schedule or Statement of Work;

(h) A reference to a clause or paragraph number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs;

(i) Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;

(j) In the event of any conflict or inconsistency between the various components of this Agreement, the order of precedence is as follows:

(i) The Statement of Work

(ii) This Agreement

(iii) Any other terms and conditions entered into by the parties;

(k) References to a person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect.

2 Representations

2.1 Compliance with Laws: Each party shall comply with all Laws. However, the Supplier is not responsible for determining the requirements of Laws applicable to the Client's business and is under no obligation to ensure that the Services meet the requirements of such Laws.

2.2 Liability for consultants, subcontractors and agents: the Supplier may engage subcontractors to provide or assist in providing Services, in which case the Supplier remains responsible for the fulfilment of its obligations under the Agreement and for the performance of the Services.

3 Intellectual Property

3.1 The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use, copy and modify the Services and the Deliverables and sub-license Client Group Companies to do the same, for the purpose only of receiving and using the Services and the Deliverables in its business. Where a Statement of Works provides for access to the Integrella Dashboard and/or the Digital Integration Platform or installation of the Integrella Tooling and/or iSentry, the Supplier grants to the Client a non-exclusive, non-transferable, revocable licence to use that or those items for the term agreed by the parties, and the Client undertakes to comply with the terms of clause 20 (Integrella Tooling) and Schedule 2 (Digital Integration Platform) as applicable which shall apply to the exclusion of this clause 3 in relation to the Integrella Tooling and the Digital Integration Platform respectively.

3.2 Intellectual Property rights warranty: the Supplier warrants that the use of the Services and Deliverables by the Client or a Client Group Company in accordance with this Agreement and for the purposes contemplated by the parties to this Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.

3.3 Intellectual Property Rights indemnity: if a third party claims that:

(a) a Deliverable that the Supplier provides to the Client infringes that party's Intellectual Property Rights, the Supplier will indemnify the Client and keep the Client indemnified against that claim and pay all Losses that a court finally awards or that are included in a settlement in respect of the third party claim, provided that the Client promptly notifies the Supplier in writing of the claim whereupon the Supplier is to own and manage the defence of the claim. The Client is to cooperate with the Supplier in this defence and any related settlement negotiations should these arise;

(b) software managed by the Supplier as part of Long Term Support Services infringes that party's Intellectual Property Rights, the Client will indemnify the Supplier and keep the Supplier indemnified against that claim and pay all Losses that a court finally awards or that are included in a settlement in respect of the third party claim, provided that the Supplier promptly notifies the Client in writing of the claim whereupon the Client is to own and manage the defence of the claim. The Supplier is to cooperate with the Client in this defence and any related settlement negotiations should these arise.

3.4 In the event of a successful third party claim against the Client, the Supplier shall use reasonable endeavours to modify or replace (with one that is the functional equivalent) the Deliverable so it is non-infringing or otherwise to comply with any settlement or court order. Should the Supplier determine that it cannot modify or replace the Deliverable as required by this clause, the Client agrees to return the Deliverable to the Supplier on written request of the Supplier. Upon receipt of the Deliverable, the Supplier will award the Client a credit equal to the amount paid by the Client for the creation of the Deliverable.

3.5 The Supplier has no obligation regarding any claim based on any of the following:

(a) Modification of the Deliverable or use of it with a third-party product (other than a product authorised by the Supplier) by the Client or a third party on the Client‘s behalf, except for modifications and/or third-party products approved by the Supplier in writing, or

(b) The use of the Deliverable or a related third-party product other than in accordance

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

(c) The combination, operation or use of the Deliverable or third-party product with any other product, hardware device, program, data, apparatus, method, or process that the Supplier did approve in advance (where the infringement and claim would have not occurred were it not for such combination, operation or use);

(d) Supply of any product by a third party.

3.6 This clause 3 states the entire obligation of the Supplier and the Client's exclusive remedy against the Supplier regarding any third party Intellectual Property Rights claims.

3.7 Ownership of the Intellectual Property Rights in, relating to, or arising from the Services and the Deliverables is retained by the Supplier (or its licensors), unless otherwise agreed in writing.

4 Client Responsibilities

4.1 The Client shall:

(a) Fulfil any dependencies detailed in the relevant Statement of Work;

(b) Permit the Supplier access to, and use of, the Client's facilities as identified within the relevant Statement of Work, within the Client's normal business hours so that the Supplier may comply with its obligations to provide the Services;

(c) Provide the Supplier with access to such parts of the Client premises as the Supplier reasonably requires, as identified within the relevant Statement of Work, for the purpose only of properly providing the Services, or as otherwise agreed from time to time);

(d) Promptly, and as fully as reasonably practicable, respond to all reasonable communications of the Supplier relating to the Services and Deliverables; and

(e) Supply to the Supplier such information as it may reasonably require in order to provide the Services and Deliverables.

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

5 Supplier responsibilities

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

(a) Provide the Services and the Deliverables in accordance with the relevant Statement of Work;

(b) Perform the Services with a reasonable level of care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;

(c) Co-operate with the Client in all matters relating to the Services and Deliverables, and comply with the Client's reasonable requests;

(d) Observe all health and safety rules and regulations and any other reasonable security

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

(e) Take good care of any Client's equipment provided by the Client; and

(f) Not knowingly to do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

6 Data protection

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

7 Confidential Information

7.1 Each party to this Agreement acknowledges that it may have access to Confidential Information of the other party and acknowledges that such Confidential Information is private and highly confidential.

7.2 Each party to this Agreement agrees that Confidential Information received under this Agreement shall remain confidential for the duration of this Agreement and an additional five (5) years from the termination date of this Agreement.

7.3 Neither party shall use any Confidential Information of the other party for any purpose other than the purposes specified in this Agreement or for which it was provided.

7.4 Each party to this Agreement shall restrict circulation of the Confidential Information to such of its employees, subcontractors, consultants, legal advisors and accountants as have a need to know in connection with the purpose of this Agreement and have agreed in writing to maintain confidentiality of Confidential Information.

7.5 The parties agree that the obligations of confidentiality shall not apply with respect to any Confidential Information that:

(a) Is part of or becomes part of the public domain without violation of this Agreement;

(b) Was available to or known to the receiving party prior to the disclosure of Confidential Information;

(c) Was lawfully obtained from a third party without the obligation of confidentiality;

(d) Has been independently obtained without the benefit of any access or reference to the Confidential Information.

7.6 Notwithstanding the confidentiality obligations imposed in this clause 7, each party shall be authorised to disclose Confidential Information at the order of any competent court of law or competent official regulatory authority, provided that the other party has been given reasonable notice prior to disclosure in order to enable it to prevent such disclosure by procuring a protective order.

7.7 The party receiving tangible Confidential Information under this Agreement shall return all such information within thirty (30) days of written request from the disclosing party.

7.8 This clause 7 does not restrict the employees and/or consultants and/or subcontractors of the Supplier from applying the general knowledge, ideas and experience gained during the course of its business activities with the Client, for the purpose of performing like services to other clients, it being understood that such right shall only be restricted by the confidentiality obligations contained in this Agreement.

8 Non-solicitation and non-competition

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

9 Change Control

9.1 In relation to Development Services, the Authorised Contact and the Supplier Representative shall meet at least once every month to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

9.2 In relation to Long Term Support Services, any change shall be requested at least six weeks before the end of a Quarter, for implementation in the following Quarter.

9.3 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:

(a) The likely time required to implement the change;

(b) Any necessary variations to the Charges arising from the change;

(c) The likely effect of the change on the Statement of Work; and

(d) Any other impact of the change on the Agreement.

9.4 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary changes to this Agreement.

10 Term and termination

10.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with this clause 10.

10.2 This Agreement shall remain in force for the duration of the Services provided under all subsisting Statements of Work.

10.3 Either party is able to terminate a Statement of Work by providing the written notice specified

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

(a) Time and materials engagements, the Client shall pay for the Services and Deliverables provided up to the date of termination but is not obliged to pay for Services not yet rendered outside the 30 day notice period;

(b) Fixed price engagements, the Client shall pay for 20% of the project value if termination occurs after the project approval and 90% of the project value if the termination occurs after the first milestone is delivered.

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

(a) commits any material breach of any provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) business days of service upon the other party of a notice specifying the breach and requiring it to be remedied;

(b) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken by it or any other person in respect of those circumstances or it ceases to pay its debts, threatens to suspend payment of its debts or becomes unable or admits its inability to pay its debts as they fall due.

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

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

11 Dispute Resolution

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

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

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

12 Notices

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

time to time:

a) Supplier: finance@integrella.com;

b) Client: client@email.

12.2 Any notice shall be deemed to have been received, if sent by first-class post at 9.00 am on the second business day after posting or if sent by email, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume.

13 Governing Law and Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with English law.

13.2 Both parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any action, suit, proceeding or dispute arising from or in connection with this Agreement provided that each party may enforce any judgement of the English courts in the courts of any jurisdiction.

14 Force Majeure

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

15 Miscellaneous

15.1 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

15.2 The Parties agree that the Client shall not be considered the employer of any employee, agent or subcontractor of the Supplier for any purpose. The Parties do not intend to create an agency, joint venture, or partnership between them.

15.3 The Client confirms that it has procured all required Consents to receive the Services under this Agreement.

15.4 Neither party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed.

15.5 Amendments to this Agreement shall only be valid if made in writing and duly executed by both parties.

15.6 No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. A waiver by any party in relation to a

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

15.7 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and the affected provision shall be deemed replaced by such valid and enforceable provision, which comes closest to the original intention of the parties.

15.8 This Agreement, the Statement of Work and any written amendments to this Agreement form the entire agreement between the parties hereto with respect to the Services.

15.9 Subject to clause 7 (Confidential Information) and subject to obtaining the other party's prior written consent, each Party may refer to the other Party in its marketing materials and press releases, as well as on its website, but for avoidance of doubt, neither Party may make reference to the terms of the Agreement. Each Party grants permission to the other Party to use its logo and branding on its website and other marketing material.

15.10 In the event the Client decides to suspend any Development or Consultancy Services, the Client shall bear the cost associated with such Suspension, which are either 30 days' notice for each resource needed to fulfil the Statement of Work or the period of hold, whichever is shorter. Costs shall be borne irrespective of milestone completion, from the date of communication from the Client. If the suspension is for more than 12 months the Services will be deemed complete.

16 Insurance

16.1 The Supplier shall maintain comprehensive insurance in the amount of at least one million Pounds (£1,000,000) for professional liability. Such insurance shall be maintained with a reputable insurer. The Supplier shall provide a copy of its certificates of insurance to the Client upon request from the Client.

16.2 The Supplier shall obtain insurance coverage for Supplier staff provided by the Supplier while performing the Services and Deliverables. The Supplier shall provide Workers' Compensation Insurance, including Employer's Liability Insurance and social insurances in the amounts required by applicable Law.

17 Limitation of Liability

17.1 Nothing in the Agreement shall limit or exclude:

(a) any liability for fraud or fraudulent misrepresentation; or

(b) any liability to the extent that it may not be limited or excluded by law;

(c) any liability for death or personal injury caused by its negligence.

17.2 Neither party shall be liable to the other in respect of:

(a) any losses arising out of a Force Majeure Event; or

(b) any loss of profits or anticipated savings; or

(c) any loss of revenue or income; or

(d) any loss of business, contracts or opportunities.

17.3 Unless expressly provided in this Agreement, in no event shall either party be liable to the other for any indirect or consequential loss or damage of whatever nature, howsoever caused, whether occurring in contract, tort (including negligence) or otherwise.

17.4 Subject to Clause 17.1, the entire liability of the Supplier arising out of or in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited (except in relation to payment obligations which shall not be treated as contributing to this amount) to a maximum of 125% of the total amount in the applicable Statement of Work provided that the Supplier's aggregate liability under this Agreement shall not exceed 125% of the aggregate total amount paid and payable by the Client to the Supplier under this Agreement. Where service credits are specified in a Statement of Work, the Supplier's liability shall be limited in accordance with the provisions applying to those service credits.

18 Financial Clarifications

18.1 All payments are to be made within 30 days of invoice receipt by the Client, unless stated otherwise within the relevant Statement of Work.

18.2 Late payment shall be subject to interest charged at 3% over the HSBC base rate (variable) on the outstanding amount.

18.3 The Client shall notify the Supplier in writing of any disputed invoice within 15 days of receipt of said invoice and shall pay any undisputed amount by the due date.

18.4 Travel and accommodation costs shall be charged to the Client at actual cost and at 45p per mile in the case of mileage. A per diem allowance of £50 for the UK and €50 for euro-countries is chargeable in addition. Consultants will always travel economy class and will stay in business traveller's hotels.

18.5 The Supplier shall be entitled to increase its prices annually with effect from each anniversary of the date of this Agreement by an amount equal to the increase in the Retail Price Index (RPI) or 3%, whichever is the greater.

18.6 Any additional work over and above that specified in the relevant Statement of Work, which is requested by the Client, shall be charged at the Suppliers standard daily rates, which will be confirmed by the Supplier in writing in advance.

18.7 All prices exclude VAT; payment of VAT is levied at the statutory rate from time to time. Should the Client be exempt from payment of VAT then the Client is to notify the Supplier, with the requisite documentation, as part of the Statement of Work.

19 General

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

19.2 Activities that take place outside normal business hours such as code-deployments at weekends or at antisocial hours shall be chargeable at one and a half times the Supplier standard daily rate.

19.3 A minimum of half a day is chargeable for weekend consultancy or consultancy carried out after 6pm and before 9am.

19.4 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20 Integrella Tooling

20.1 The Client acknowledges and agrees that the Supplier may install Integrella tooling (including software, frameworks, accelerators and other intellectual property) (‘**Integrella Tooling’**) on the Client’s systems and use Integrella Tooling for the purpose of performing the Services.

20.2 The Client shall not:

(a) access, copy or otherwise use Integrella Tooling; or

(b) allow Integrella Tooling to become the subject of any charge, lien or encumbrance.

20.3 If the Supplier and the Client agree that the Client may access, copy and use Integrella Tooling following the expiry of the term of this Agreement, then the Client’s use of Integrella Tooling shall be subject to the following provisions:

(a) Integrella grants to the Client a non-exclusive, non-transferable (whether by way of assignment, sub-licence or otherwise), royalty-free licence to access, copy and use Integrella Tooling for such fixed duration as may be agreed or, in the absence of agreement, until either party gives one week’s notice of termination to the other party;

(b) the Client shall pay the Supplier such fee as may be agreed;

(c) unless otherwise agreed, Integrella shall invoice the Client for use of Integrella Tooling monthly in advance, and the Client shall pay each such invoice within thirty (30) days; and

(d) the Client acknowledges that the Supplier does not offer any form of support or maintenance for Integrella Tooling (whether paid or unpaid) and that the Supplier may, at its discretion, make available to the Client upgrades or updates to Integrella Tooling, but is under no obligation to do so.

Schedule 1 – Template Statement of Work

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

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

- Services: [*detail development/consultancy services potentially by reference to a specification*] OR [Provision of long term support services in accordance with the SLA at [*insert URL*] and The

Schedule 2 – Statement of Work for Integration Support Services

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

The following services are in scope for Integrella:

Service	Description
Incident Management	Handling of events that could (or have already) lead to loss of, or disruption to Integrella managed system components, or its functions utilising a 2nd / 3rd Tier Help Desk with appropriate processes and personnel to fix integration issues when they arise
Pro-active Monitoring	Our iSentry software will proactively monitor your integration solution and automatically alert, via SMS and or Telephone call, designated support engineers either at Integrella or within your organisation who can then investigate a problem
System Administration	Administration of a base set of system housekeeping, configuration, and upkeep tasks
System Operations	Monitoring Transaction Logs, Tasks, Message Flow and Application Services
Request Management	Management of service requests to provide information and make platform changes or deploy upgrades / patches

ng as the single point of contact for handling technical issues with the Integration Solution and In-scope
gration Engines.

providing a 'break-fix solution' if any part of the System has connection issues; becomes in an unusable state; or there is a persistent issue in the System that needs investigation. Integrella will investigate the issue, provide recommendations and bring the System back to a useable state or raise a change request as necessary.

Support Program (Long Term Support Services only):

Features	**Included**
SERVICE COVERAGE	
Core Business Hours / Business hours. P1-P4 incident tickets will be managed during these hours	0900 – 1700 Mon-Fri Excluding bank holidays
Extended Hours P1 incident tickets will be managed to the point of incident resolution during Extended Hours.	UK hours of 1700 – 0900 Mon-Fri, all day Saturday and Sunday and UK bank holidays
Service Desk Provided	Yes http://support.integrella.net
Interfaces covered	Up to 100 interfaces
Anticipated number of Incidents per year	Unlimited

Communication methods	Internet/Phone/Email
Authorised Client Contacts	2 Named Contacts
Service reviews	Quarterly
Issues Resolution including Root Cause Analysis	Included
Long Term Remediation of issues such as making a change to code to fix a recurring issue post warranty or for issues outside of the control of integration	Chargeable on daily rate or as a mini project

Tech Stack

The tech stack (and owners for each) for this application is:

Type	Technology	Responsible*
Trust/System specific Integration Engines (TIEs)	<Add technology>	<Add owner as Client or Integrella>
EPR	<Add technology>	<Add owner as Client or Integrella>
EPR Integration	<Add technology>	<Add owner as Client or Integrella>
Interfacing Systems	<Add technology>	<Add owner as Client or Integrella>
Operating System	<Add technology>	<Add owner as Client or Integrella>
Networking	<Add technology>	<Add owner as Client or Integrella>
Data Centre / Servers (Physical, Virtual, Cloud)	<Add technology>	<Add owner as Client or Integrella>
Access Control	<Add technology>	<Add owner as Client or Integrella>
Source Code Repository	<Add technology>	<Add owner as Client or Integrella>
System / Data Backups		

*Wherein responsible denotes the organisation with lead responsibility for that aspect of the tech stack or responsibility to delegate / confirm assignmemt of responsibility. Certain aspects of client Infrastructure and Security may have been delegated to other 3rd parties.

Fixed Services

These services will be charged as a flat fee annually.

Incident Management

Incident management will be delivered by logging, tracking, and resolving issues against a ticket per incident in a helpdesk system.

Whilst this is not an exhaustive list, types of incidents anticipated include: non-availability of system, degraded performance, or loss of features.

Helpdesk Tiers

Tier#	Team	Responsibility
1st	Client (Out of Integrella Scope)	Provides all end-user support, such as but not limited to access control, optimal use of application and user help. Where incident cannot be resolved by 1st Tier Client team will raise a ticket with the Integrella team.
2nd	Integrella Service Desk Engineer	Manage the ticket end to end for Integrella (both tiers 2 and 3). Service Desk Engineers will attempt to resolve the issue utilising knowledge, guides and run books
3rd	Integrella InterSystems Specialist Consultant	Tickets that cannot be resolved by the Service Desk Engineer will be raised to specialists for low-level support whereby the inner workings of the solution may need to be investigated to identify a resolution

Any security incidents should be raised using the incident management process.
The team will be comprised of resource located in our UK and India Delivery Centres.

Helpdesk Incident Logging

Incidents should be notified to the helpdesk via the Integrella portal at http://support.integrella.net
Helpdesk Incident Prioritisation
Incidents will be worked on in order of priority. Priority is set according to their classification of impact and urgency as follows:

Classification	Impact	Urgency
Critical	Enterprise wide	Event Underway
High	Single Dept/Single System	Event Imminent
Medium	Multiple Users	Event flexibility
Low	Single User	Non-urgent or Not Affecting Service

The relevant impact and urgency categorisations are then mapped to this matrix to establish a prioritisation:

		Urgency			
		Critical	**High**	**Medium**	**Low**
Impact	**Critical**	P1	P1	P1	P2
	High	P1	P1	P2	P3
	Medium	P1	P2	P3	P4
	Low	P2	P3	P4	P4

Service Level Agreement

Our standard SLA response and resolution times are as follows:

Priority	Target Response Time	Target Resolution Time
P1	15 mins	< = 2 hours
P2	30 mins	< = 4 hours
P3	2 core operating hours	< = 8 core operating hours
P4	8 core operating hours	< 24 core operating hours

Service level agreements will be monitored during Support Roll-on but any incident out of the stated times will not be considered a failure of SLA during this phase.

During Support Roll-on Integrella will work in partnership with Client to confirm adherence to the SLA. This ensures transparent and thorough validation of any assumptions and verification of the solution architected and configured by 3rd parties, particularly to ascertain how well the solution supports the resolution time SLAs.

If the SLAs cannot be consistently and sustainably met with the solution "as is", Integrella will work collaboratively with Client to define corrective actions to enable this or adjustment of SLAs accordingly prior to exit from Support Roll-on. If remedial work is required by Integrella, this will be managed as service requests or if too large as separately funded project work.

Communication Plan

Escalation should be to the following roles, starting with 1st level and then proceeding to 2nd level if insufficient information has been provided within 24hrs.

Client Role	Integrella Role	Escalation Level
Operations Manager or equivalent	Exec responsible for GTS or Duty Manager	1st
Operations Sponsor or equivalent	Delivery Director	2nd

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

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