

Terms & Conditions of Service

THIS IT SERVICES FRAMEWORK AGREEMENT is made on the BETWEEN:

day of

(1) INNOVATE IT LTD a company registered in England under number 04935426 whose registered office is at Fifth Floor Blok, One Castle Park, Bristol, BS2 0JA (“the Service Provider”)

and

(2) <<Name of Company>> a company registered in England under number <<Company Registration Number>> whose registered office is at <<insert Address>> (“Company”)

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means this IT Services Framework Agreement including all of its Schedules;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in United Kingdom;
“Call Off Contract”	means an agreement made pursuant to the Ordering Procedure for the provision of any IT Service by the Supplier to the Company and the purchase of the same by the Company, usually for the optional provision of multiple years of support services detailed in Schedules 2, 3, 4. This has the advantage of fixing the cost without committing to the service beyond year 1. Call-off does NOT apply to licences.
“Commencement Date”	means the date of this Agreement;

“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) and includes without limitation all financial, business, marketing, operations, technological, scientific and other information, whether tangible or intangible (including all originals, copies, digests, summaries or derivative works in any form) disclosed to the Recipient by or on behalf of the Discloser or by any of Discloser’s Representatives or by its contractors, suppliers or customers, whether orally or in writing, electronically or by way of any other media;
“Customer”	Means the party receiving services from the Service Provider;
“Fees”	means any and all sums due under this Agreement from the Customer to the Service Provider, as specified in a quote related to the agreed Statement of Work;
“Force Majeure Cause”	means a cause that falls within Clause 9 of this Agreement;
“Managed Services”	means Services that support daily business operations;
“Ordering Procedure”	means the procedure set out in Schedule 1;
“Professional Services”	Means specialist consultancy or engineering services bespoke to the customer’s needs for project-based work;
“Relevant Call Off Terms”	means the particular set of supplementary terms and conditions which are set out in a Schedule and are applicable (as provided by this Agreement) to a particular Call Off Contract;
“Service Provider”	means Innovate IT Ltd;
“Services”	means the services, such as, but not limited to IT Support Services and Professional Consultancy services to be provided by the Service Provider to the Customer in accordance with Clause 3, as fully defined in the Schedules to this Agreement, and subject to the terms and conditions of this Agreement;
“Statement/Schedule of Works/Order Form (SOW)”	means the description of the scope of the Services to be provided, including the payment schedule; and

“Term” means the period commencing on the Commencement Date and ending on the 5th anniversary of the Commencement Date or on earlier termination of this Agreement.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Statement of Work as amended or supplemented at the relevant time;
 - 1.2.4 a Statement of Works is a schedule to this Agreement; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. **Purpose and Nature of this Agreement**

- 2.1 The purpose of this Agreement is to provide a means whereby the parties may enter into one or more Call Off Contracts.
- 2.1 This is a Master Agreement, and defines the terms under which the Service Provider will undertake such Services for the Customer as may be agreed between the parties from time to time. No changes will apply unless in writing and signed by both parties.
- 2.2 The Company may in its absolute discretion, during the Term from time to time, place an order in accordance with the Ordering Procedure (Schedule 1) to purchase any IT Service from the Supplier;
- 2.3 Entering this Agreement does not of itself oblige the Customer to offer any work to the Service Provider nor for the Service Provider to provide or the Customer to accept or pay for any particular Service Provider services. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period.
- 2.4 Where it is agreed between the parties that any Services are to be provided, a statement of works in setting out the nature of the Services, the charging basis, and any other material terms (a ‘**SOW**’) will be produced by the Service Provider and provided to the Customer.
- 2.5 On receipt of a Statement of Works

- 2.5.1 if the Customer accepts its terms, the Customer will promptly sign the SOW and raise a Purchase Order, which will be deemed as acceptance of these terms and conditions.
 - 2.5.2 if the Customer does not accept its terms, the Customer will promptly advise the Service Provider.
- 2.6 Upon a SOW, or Purchase Order being accepted by both parties, as per Clause 2.5.1. it will become a contract binding on the parties.
- 2.7 A contract formed on the basis of a Schedule referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing.
- 2.8 The parties agree that each Call Off Contract made for an IT Service shall be deemed to comprise both the relevant SOW and the Purchase Order for the total Fee. The SOW shall be deemed to incorporate (as if set out in an Order Form) the Relevant Call Off Terms applicable to that IT Service as provided by this Agreement together with the provisions of this Agreement, and those provisions shall apply in that context in such manner as best achieves the proper purpose of this Agreement.
- 2.9 Except as may be specifically set out in an Order Form which is accepted by the Supplier in relation to a particular Call Off Contract:
 - 2.9.1 no additional or other terms and conditions of or communicated by or on behalf of either party to the other party shall be incorporated in any Call Off Contract nor shall any such additional or other terms or conditions be of any effect; and
 - 2.9.2 in particular, and for the avoidance of doubt, it is hereby confirmed that no Relevant Call Off Terms shall form part of or apply to a Call Off Contract for a particular IT Service if according to this Agreement they are only applicable to another type of IT Service;
- 2.10 Each Call Off Contract shall be a separate legally binding agreement between the parties;
- 2.11 Unless and until a Call Off Contract for any particular IT Service is entered into by the parties, there shall be no binding agreement between them in relation to that IT Service;
- 2.12 The term of each Call Off Contract shall be as provided by that Call Off Contract, it shall expire or be terminated in accordance with the terms of that Call Off Contract and, unless otherwise agreed in writing by both parties, that Call Off Contract may validly provide for it to extend beyond the expiry or termination of this Agreement, and the expiry or any termination of this Agreement shall not have the effect of terminating any Call Off Contract; and
- 2.13 In the case of conflict or ambiguity between any provision contained in a Schedule of this Agreement and any provision contained in any Schedule or Call Off Contract, the provision in this Schedule or Call Off Contract shall take precedence.
- 2.14 Either party may request change to the nature or scope of Services covered by a Schedule. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties.
- 2.15 This Agreement is not exclusive; the Customer acknowledges that the Service Provider enters this Agreement in the course of its business of providing services to its customers, and the Service Provider is and remains at liberty to also provide services to third parties; it is the Service Provider's responsibility to ensure it does not enter any third-party engagement which might cause a conflict of interest to arise.
- 2.16 The Customer is and remains at liberty to engage services (including similar services) from third parties. The Service Provider reserves the right to decline to provide any

advice and assistance outside the scope of the Services as specified in Schedules agreed between the parties, even if the Service Provider may previously have provided such additional advice and assistance.

3. **Relevant Call Off Terms**

Where the Supplier is to provide a type of IT Service listed below under a Call Off Contract, the set of Relevant Call Off Terms shown next to that IT Service below (and set out in a Schedule) shall apply to that Call Off Contract but none of the other sets of Relevant Call Off Terms shall apply to that Call Off Contract:

<u>Type of IT Service</u>	<u>Relevant Call Off Terms¹</u>
Software Licensing	Software vendor licensing terms
Professional Services/Consultancy	SOW
IT Support Service Levels	Managed Service Description

Each of those sets of Relevant Call Off Terms are set out in Schedules 2 to 4 to this Agreement.

4. **Provision of the Services**

- 4.1 With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement and any subsequent Call Off, provide the Services to the Customer.
- 4.2 The Service Provider shall provide the Services with reasonable skill and care.
- 4.3 The Service Provider shall act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the specification of Services provided in the Statement of Works.
- 4.4 The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 4.5 The Service Provider may, in relation to certain specified matters related to the Services, act on the Customer's behalf. Such matters shall not be set out in this Agreement but shall be agreed between the Parties as they arise from time to time.
- 4.6 The Service Provider shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Customer, subject to the Customer's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

5. **Customer's Obligations**

- 5.1 The Customer shall use all reasonable endeavours to provide all pertinent information and access to the Service Provider that is necessary for the Service Provider's provision of the Services.
- 5.2 The Customer may, from time to time, issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Statement of Work.
- 5.3 In the event that the Service Provider requires the decision, approval, consent or any

¹ Each of these sets of terms should, as required are inserted as Schedules to this Agreement.

other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.

- 5.4 If any consents, licences or other permissions are needed from any third parties, it shall be the Customer's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 5.5 If the nature of the Services requires that the Service Provider has access to the Customer's Information Systems, access to which is lawfully controlled by the Customer, the Customer shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Customer as required.
- 5.6 Any delay in the provision of the Services resulting from the Customer's failure or delay in complying with any of the provisions of this Clause 5 shall not be the responsibility or fault of the Service Provider.

6. Fees, Payment and Records

- 6.1 The Customer shall pay the Fees to the Service Provider in accordance with the provisions of this Clause 6.
- 6.2 In the case of fixed-fee, fixed-outcome, the Service Provider shall invoice the Customer for Fees due in accordance with the provisions of an agreed Schedule of Works (SOW) or Order Form.
 - 6.2.1 the Customer must pay all the fees due as laid out in the SOW, regardless of the time taken to deliver the outcome or how the outcome is met;
 - 6.2.2 any delays due to unforeseen dependencies or risks may impact the overall project delivery, such scenarios may contribute to a revised schedule, timeline, and cost. In which case a change notice will be agreed and will be subject to the same terms of service as the original SOW; and
 - 6.2.3 a set of assumptions will be included in the SOW. Should they not be challenged they will form the basis for the fees, if the assumptions are not correct, the impact on the projects be a revised schedule, timeline, and cost. In which case a change notice will be agreed and will be subject to the same terms of service as the original SOW.
- 6.3 In the case of time and material,
 - 6.3.1 Time sheets will be kept, monitored and signed off by the Service Provider and the Customer and will form the basis for invoicing.
- 6.4 In the case of managed services,
 - 6.4.1 Fees for the service are invoiced annually in advance of the start of the service.
- 6.5 In the case of licence fees,
 - 6.5.1 Software licence subscription fees are subject to the Software Vendor's Master Subscription Service Agreement.
 - 6.5.2 A Purchase Order covering the full-term of the licences must be provided and the subscription will be billed annually in advance. For more information see Schedule 3.
- 6.6 All payments required to be made pursuant to this Agreement by either Party shall be made within 30 Business Days of receipt by that Party of the relevant invoice.
- 6.7 All payments required to be made in GBP.
- 6.8 Without prejudice to sub-Clause 11.3.1, any sums which remain unpaid following the

expiry of the period set out in sub-Clause 6.3 shall incur interest on a daily basis at 3% above the base rate of Bank of England from time to time until payment is made in full of any such outstanding sums.

7. Liability, Indemnity and Insurance

- 7.1 The Service Provider shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 7.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Customer.
- 7.3 The Service Provider's total liability for any loss or damage caused as a result of its negligence or breach of this Agreement shall be limited to £500,000.
- 7.4 The Service Provider shall not be liable for any loss or damage suffered by the Customer that results from the Customer's failure to follow any instructions given by the Service Provider.
- 7.5 The Service Provider shall not be liable for any loss or damage suffered by the Customer that results from the following any instructions given by the Customer, against the Service Provider's advice.

8. Guarantee

- 8.1 The Service Provider guarantees that the product of all Services provided shall be free from any and all defects for a period of 2 weeks following completion of the Services.
- 8.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 8.1 the Service Provider shall rectify any and all such defects at no cost to the Customer.

9. Confidentiality

- 9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 5 years after its termination:
 - 9.1.1 keep confidential all Confidential Information;
 - 9.1.2 not disclose any Confidential Information to any other party;
 - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.
- 9.2 Either Party may:
 - 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any sub-contractor or supplier of that Party;
 - 9.2.1.2 any governmental or other authority or regulatory body; or
 - 9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 9.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

10. **Force Majeure**

10.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

10.2 In the event that a Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 2 months, the other Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

10.3 In any Call Off Contract, "Force Majeure Cause" means a cause falling within the meaning of that expression in Sub-Clause 10.1 above.

11. **Term and Termination**

11.1 This Agreement shall take effect on the Commencement Date and shall terminate at the end of the Term unless sooner terminated in accordance with the provisions of this Agreement.

11.2 Either Party may terminate this Agreement by giving to the other not less than three month's written notice.

11.3 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

11.3.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Business Days of the due date for payment;

11.3.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

- 11.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 11.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 11.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 11.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 11.3.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 11.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 11, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 11.4 For the purposes of sub-Clause 11.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 11.5 The rights to terminate this Agreement given by this Clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12. Effects of Termination

Upon the termination of this Agreement for any reason:

- 12.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 12.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 12.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 12.4 subject as provided in this Clause 12 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 12.5 each Party shall (except to the extent referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13. Data Protection

- 13.1 The Supplier will only use the Company's personal information as set out in the Supplier's GDPR Annex available, which will be provided along with the SOW, or the relevant Call Off Terms as set out in Schedules to the Agreement, and in line with the Service Provider's Privacy Policy, which can be found at www.innovate.cloud.
- 13.2 The parties mutually acknowledge their respective responsibilities (a) to comply with the provisions of the Data Protection Act 1998 in relation to Personal Data, and (b) to

use Personal Data provided by the other so far as necessary for the proper performance of this Agreement or any Schedule hereto, but not further or otherwise.

13.3 Where a party Processes Personal Data in connection with this Agreement or any Schedule hereto, that party shall:

13.3.1 where the other party is the Data Controller in relation to such Personal Data, act only on agreement from the other party; and

13.3.2 comply with the provisions of the seventh principle set out in the Data Protection Act 2018 (DPA) (which requires that appropriate, technical and organisational measures shall be taken against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data);

13.3.3 comply at all times with the DPA and shall not perform its obligations under this agreement in such a way as to cause the other party to breach any of its applicable obligations under the DPA.

13.4 For the purposes of this Clause 13, the terms “Data Controller”, “Data Processor”, “Personal Data” and “Process” shall have the meanings given to them in the Data Protection Act 1998 (“DPA”).

14. **Bribery and Corruption**

14.1 The parties shall each comply with all applicable legal requirements relating to bribery and corruption.

14.2 The Service Provider shall comply with any Customer policies relating to bribery and corruption that may be disclosed to the Service Provider, as though such policies applied to and had been adopted by the Service Provider.

15. **Agency Workers Regulations 2010 ('AWR')**

The Service Provider is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services. The understanding and intention of all parties is that no individual providing Services on behalf of the Service Provider will be an ‘agency worker’, within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms.

16. **Relationship of the Parties**

16.1 Nothing in this agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

16.2 Neither party shall have any right or authority to do, and shall not do, any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the other party.

17. **Notices**

Any notice to be given by either party to the other shall be in writing and may be sent by electronic means and shall be deemed to be served 2 days following the date of sending. In each case notices shall be addressed to the most recent e-mail address to the other Party.

18. **Electronic signatures**

18.1 This Agreement and any Schedule may be signed by electronic signature (whatever

the form the electronic signature takes), and that such method of signature shall be equally conclusive of the intention of each party to be bound by its terms and conditions as if signed with manuscript signatures.

- 18.2 Notwithstanding that this Agreement and/or a Schedule may have been signed by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement and/or a Schedule shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party.

19. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

21. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

22. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

23. **Assignment and Sub-Contracting**

- 23.1 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

24. **Non-Solicitation**

- 24.1 Neither Party shall, for the Term of this Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.
- 24.2 Neither Party shall, for the term of this Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or Customer where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

25. **Third Party Rights**

- 25.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 25.2 Subject to this Clause 25 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

26. Entire Agreement

- 26.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

27. Counterparts

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

28. Severance

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

29. Dispute Resolution

- 29.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 29.2 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 29.3 Nothing in this Clause 29 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 29.4 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 29 shall be final and binding on both Parties.

30. Law and Jurisdiction

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

SCHEDULE 1

Ordering Procedure

- 1.1 At any time during the duration of this Agreement, the Company may request the supply of any IT Service by requesting;
 - 1.1.1 a Statement of Works (SOW) in the case of Professional services, or
 - 1.1.2 a quote in the case of Managed Services, or
 - 1.1.3 a quote for Licenses, from the Service Provider
- 1.2 The Company must then provide a valid related Purchase Order, preferably quoting the relevant SOW or quote number.
- 1.3 Submission of that Purchase Order shall be an offer by the Company to enter into a Contract for that IT Service.
- 1.4 The SOW and Purchase Order Form must be completed in such a way as to make clear the type and quantity and all other material details of the services requested, including the all-inclusive fixed price agreed, the schedule by which payment should be made and in particular for each distinct element or set of services of services are requested, it must state the type of IT Service it is so that it is clear as to which one of Schedules 2, 3, or 4 will apply to that element or set of services.
- 1.5 No document in any form other than a Purchase Order from the Company as prescribed above shall constitute a valid offer for the purposes of this Agreement.
- 1.6 Following receipt of a valid Purchase Order Form, the Supplier shall promptly and in any event within a reasonable period, by way of acceptance of the Purchase Order, acknowledge receipt of the Purchase Order Form will schedule the resources required to undertake the service and inform the Company of the earliest possible start date.
- 1.7 The Service Provider, by accepting the offer constituted by a Purchase Order Form pursuant to Clause 1.5 above shall be deemed to accept that offer and to enter into a Call-Off Contract with the Company for the provision of the IT Service referred to in that Order. The Call Off Contract shall be deemed to come into existence on the date the Service Provider returns to the Company the notification of that acceptance.
- 1.8 The Service Provider will not commence any IT Service without having entered into a Call Off Contract for that IT Service.

SCHEDULE 2 - Statement of Works

[Service Provider will reference the SOW or add a copy here]

SCHEDULE 3 – Licence Supply

All licences are subject to the relevant vendor licence agreement.

1. By placing an order against a quote you acknowledge that you have read, understood, and agreed to be bound by Innovate's Terms and Conditions of Service, and the relevant Vendor's Master Subscription Agreement which can be found at the following links, unless they have negotiated different terms with the vendor directly, in which case, they should inform Innovate of this change of process and the same terms will apply :
 - (i) <https://www.okta.com/sites/default/files/2022-02/MasterSubscriptionAgreement-English-Q1%20FY23.pdf>. These terms and conditions apply to all sales made by Okta and govern your purchase of any products or services through us.
 - (ii) **Crowdstrike licences are subject to the licensing agreement that can be found here:** <https://www.crowdstrike.com/en-us/legal/terms-conditions/>
 - (iii) **Zscaler licences are subject to the licensing agreement that can be found here:** <https://www.zscaler.com/legal/end-user-subscription-agreement>
2. True-up
The licence purchase is for a minimum number of licence SKUs. Any additional SKU usage throughout the year above that covered in this contract will be billed as per the relevant licence agreement. The Service Provider will provide a quote for the additional fees/payment and Company will be required to send a new Purchase Order number for this to be billed against.
3. **Fees are due annually in advance. 30 days payment terms.**
4. **Innovate is afforded the right to requote license costs if the US to UK exchange rate moves more than 3%**

Schedule 4 – Managed Services

[Service Provider will reference the Managed Service Description document or add a copy here]

Innovate Managed Services are run in-line with the Managed Services Service Description.

Name of Service Taken	Payment Due
[insert commercial name of service e.g Enhance/ Corporate/Enterprise]	In advance annually

Call-off Schedule	Payment	Payment Due	Date due
Year 1	[£insert price]	In advance annually	[commencement date]
Year 2	[£insert price]	In advance annually	[commencement date + 1 year]
Year 3	[£insert price]	In advance annually	[commencement date + 2 years]