



Consultancy Services Supply Agreement

This Consultancy Services Supply Agreement (“Agreement”) is made on **dd month 20##** (“Effective Date”) between:

- 1) **Company name, <insert legal entity details>** (“Customer”); and
- 2) **Strategic Blue Services Limited**, a company incorporated in England & Wales with registered number 07311921 and whose registered office is 86-90 Paul Street, London, EC2A 4NE, United Kingdom (“Consultant”).

Hereinafter collectively referred to as the “Parties” and individually as a “Party”.

Recital:

The Customer wishes to appoint the Consultant to supply the Services and the Consultant has agreed to such appointment upon the terms and conditions of this Agreement.

It is agreed as follows:

Definitions:

In this Agreement the following words have the following meanings:

Deliverables	Shall have the meaning set forth in any SOW
Fees	Shall have the meaning set forth in any SOW.
IP Rights	Any copyright, patent, patent application, registered design, trademark, trademark application, trade name, service mark, logotype, techniques, ideas, know how, or other intellectual property right of whatever nature subsisting anywhere in the world.
Services	Shall have the meaning set forth in any SOW.
SOW	Statement(s) of Work agreed between the Parties from time to time; an example pro forma template is provided at Schedule A.
Term	Shall mean the longer of [twelve (12)] months from the Effective Date, or the remaining duration of any SOW, unless terminated earlier by either Party.

1. Agreement



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In consideration of the payment by the Customer of the Fees, the Consultant shall provide Services, which includes delivering any Deliverables, if any, to the Customer, in accordance with the terms of this Agreement. Fees, Services and Deliverables, and any special arrangements and/or terms and conditions that also specifically apply, if any, shall be detailed in associated SOW(s) agreed between the Parties.

2. Services

- 2.1 The Consultant shall perform the Services and deliver the Deliverables in a timely manner, with reasonable skill and care.
- 2.2 The Consultant shall ensure that personnel engaged in supplying the Services have the necessary skills, expertise, and diligence to supply the Services and shall conform to the professional standards generally observed in the computer industry for similar services.
- 2.3 The Consultant shall supply Services and deliver the Deliverables at locations agreed between the Parties.
- 2.4 The Services shall be supplied upon Customer and/or Consultant equipment as agreed between the Parties.
- 2.5 The Consultant shall have, and shall maintain at all times, appropriate insurances, including professional indemnity cover up to £500,000 subject to such self-retention amounts, terms, conditions, and exclusions as the Consultant deems appropriate.

3. Customer's Obligations

- 3.1 The Customer shall (in each case insofar as is reasonably necessary to enable the Consultant to effectively carry out its obligations under this Agreement):
 - 3.1.1 make available to the Consultant free of charge such equipment, computer and communications facilities, information and documents and services as reasonably requested for the provision of the Services;
 - 3.1.2 ensure that its employees or other independent contractors co-operate reasonably with the Consultant and its employees;
 - 3.1.3 pay all approved Fees and properly documented and approved expenses properly invoiced by the Consultant;
 - 3.1.4 ensure that any IP Rights which the Consultant is required to use or modify in order to supply Services is/are either proprietary to the Customer or properly transferred or licensed to the Customer and that the Consultant is properly authorized to use or modify the IP Rights;
 - 3.1.5 maintain comprehensive and fully operational back-up of all Customer data;
 - 3.1.6 be solely responsible for the protection and maintenance of all Customer equipment and facilities;
 - 3.1.7 ensure that it satisfies, in a timely manner and to Consultant's reasonable satisfaction, any Customer obligations and responsibilities stated in any SOW.

4. Payment



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- 4.1 Unless otherwise provided in any SOW, the Consultant will invoice the Customer monthly for Services supplied and Deliverables delivered during the previous month in accordance with the Fees specified in such SOW.
- 4.2 Unless otherwise provided in any SOW, the Customer will pay all invoices within thirty (30) calendar days of the date of the invoice (the "Payment Period").
- 4.3 Unless otherwise provided in any SOW, if any amounts remain unpaid by the end of any Payment Period then the Consultant may elect to charge the Customer interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) on all late payments, such late payment charges to be included in the next invoice from the Consultant to the Customer.
- 4.4 The Customer may dispute any invoice, in good faith and in writing, within ninety (90) calendar days of the date of an invoice. Any right to dispute following this period is waived. The Customer shall pay the full amount of any invoice, including the disputed amount, whether or not it raises a dispute. In the event of an overpayment by the Customer resulting from the payment of a disputed amount, upon resolution of any such dispute in favor of the Customer, the excess resulting from the resolution of such dispute in favor of the Customer will be deducted from amounts payable under subsequent invoices up to the amount resolved in favor of the Customer, unless the last invoice has been paid in which case the Consultant shall reimburse the Customer such overpaid amount.
- 4.5 The Customer shall pay all applicable taxes, tariffs, duties and other charges, if any, imposed by any country, state, municipality, supranational body or other political subdivision in connection with the sale or purchase of the Services under this Agreement, including, for the avoidance of doubt, any SOW.

5. IP Rights

- 5.1 Customer acknowledges and agrees that Consultant and/or its licensors own all IP Rights in the Services. Except as expressly stated herein, Customer is not granted any rights to, or in, any IP Rights or any other rights or licenses in, to or otherwise in respect of the Services
- 5.2 Copyright of Deliverables specifically created for the Customer under this Agreement (except where such Deliverables are Services) will be deemed wholly owned by Customer. The Consultant will not dispute ownership and will (upon request by Customer) do all acts and complete such documents as may reasonably be necessary to effect an assignment of such copyright.
- 5.3 Nothing shall prevent the Consultant from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any IP Rights of the Customer.
- 5.4 Where pre-existing works are incorporated in any of the Services (but not the Deliverables), the Customer has non-exclusive irrevocable world-wide royalty free license to use modify and distribute such pre-existing works, but only as part of the Services; all other rights in the pre-existing works are reserved by the Consultant.
- 5.5 The Consultant shall indemnify the Customer against infringement of third party rights by the Services or Deliverables, provided that the Customer notifies the Consultant of any relevant third party rights promptly on such rights becoming known to or suspected by the



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Customer. Any reasonable delay from the Customer to notify the Consultant shall not constitute a waiver of the Customer's right to indemnification under this paragraph.

- 5.6 The Customer shall indemnify the Consultant against infringement of third party rights by Consultant of any Customer owned, transferred or licensed IP Rights that the Consultant is required to use or modify in order to supply Services, provided that the Consultant notifies the Customer of any relevant third party rights promptly on such rights becoming known to or suspected by the Consultant. Any reasonable delay from the Consultant to notify the Customer shall not constitute a waiver of the Consultant's right to indemnification under this paragraph.

6. Confidential Information

Subject to the terms of any ongoing non-disclosure/confidential disclosure agreement between the Parties, which shall take priority over this clause in the event of any conflict:

- 6.1.1 The Parties shall keep confidential all information which is identified as confidential or is obviously confidential by its nature, save that they may disclose such information to their employees, officers, representatives, contractors, subcontractors or professional advisors who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under this Agreement and who owe a duty of confidentiality to the Party or to the extent such disclosure is required by law or by a regulatory body.
- 6.1.2 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 6.1.3 Each Party reserves all rights in its confidential information. No rights or obligations in respect of a Party's confidential information other than those expressly stated in this Agreement are granted to the other Party or are to be implied.

7. Limitation of Liability

- 7.1 Neither Party excludes or limits liability to the other Party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 7.2 Neither Party will be liable to the other for any of the following however and whenever arising:
- 7.2.1 loss of profits, business, revenue, data, goodwill, or anticipated savings; and/or
- 7.2.2 indirect or consequential loss or damage; and/or
- 7.2.3 punitive or exemplary damages.
- 7.3 The Parties agree that the limitations of liability contained in this clause have been considered and agreed between the Parties in the context of the other provisions of this Agreement and satisfy the requirement of reasonableness, including within the meaning of subsection 2(2) and Section 11 of the Unfair Contract Terms Act 1977.



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7.4 In no event shall the aggregate liability of either Party exceed the total amounts actually paid or payable by Customer in the twelve (12) month period (or in the Term, if the Term is less than 12 months) immediately preceding the event giving rise to such liability.

7.5 The Parties agree that should any limitation or provision contained in this Agreement, which includes any SOW, be held invalid under any statute or other law it shall to that extent be deemed omitted but if either Party becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

8. Force Majeure

8.1 Neither Party shall be under any liability to the other for damage, delay or any other matter arising out of war, rebellion, terrorism, civil disturbance, strikes, lock outs and industrial disputes, fire, explosion, earthquake, Acts of God, pandemic, epidemic, flood, drought, or other act or order by any government body, agency or authority ("**Force Majeure**") provided always that both Parties shall use all reasonable endeavors (but without an obligation to incur cost) to minimize the period of disruption caused by Force Majeure. As at the Effective Date neither Party is aware of any Force Majeure that would currently, or reasonably foreseeably, prevent either Party's performance under this Agreement.

9. Termination

9.1 Unless there is an effective SOW, either Party may terminate this Agreement by giving thirty (30) calendar days written notice at any time to the other Party.

9.2 Either Party may terminate this Agreement forthwith if:

9.2.1 the other Party commits any material breach of this Agreement and fails to remedy such breach within fifteen (15) calendar days; or

9.2.2 the other Party becomes bankrupt or compounds or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any property of the other Party or if the other Party is unable to pay its debts as they fall due.

9.3 Termination of this Agreement under paragraph 9.1 or 9.2 shall not automatically cause any SOW to terminate. For the avoidance of doubt, SOWs remain in force unless and until they are terminated or expire in accordance with their own terms. Notwithstanding the foregoing, in the event this Agreement is terminated, Consultant shall be entitled to immediately demand, and Customer shall be obligated to pay immediately, all amounts due, and all amounts reasonably estimated by Consultant to become due to Consultant under this Agreement, and/or any SOW.

9.4 Termination of this Agreement will be without prejudice to any accrued rights and remedies available to either Party.

10. Entire Agreement



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10.1 This Agreement, with any associated SOW (including any documents incorporated via any SOW):

10.1.1 represents the whole agreement and understanding between the Parties in respect of the matters referred to herein; and

10.1.2 shall, except in the case of fraud, override and no reliance shall be placed upon any other verbal or written representations, warranties, or understandings in respect of the subject matter of this Agreement including, without limitation, any conflicting provisions of any terms of purchase notified by Customer.

10.2 The remedies available to the Parties are exclusively those available under this Agreement, and/or any SOW.

11. Non-Solicitation

11.1 Neither Consultant or Customer shall, without the prior written consent of the other Party, at any time from the Effective Date to twelve (12) months after the later of the termination or expiry of this Agreement or the termination or expiry of any SOW, solicit or entice away from the other Party or employ or attempt to employ any person who is, or has been, engaged or was involved as an employee, consultant or subcontractor of such other Party in the provision of the Services.

11.2 Any consent given by a Party in accordance with this Section 11 shall be subject to the Party engaging the other Party's employee, consultant or subcontractor paying to the other Party on invoice, a sum equivalent to 20% of the then current annual remuneration of the other Party's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the hiring party to that employee, consultant or subcontractor.

12. Press Releases, Use of Customer's Name and Logos

12.1 Neither Party shall issue any press release, nor respond to any requests for information, or other questions or interest from any media organization relating to this Agreement, any SOW, or any matters related thereto without first discussing with, and obtaining the prior written consent of the other Party.

12.2 At Consultant's request, and subject to the Consultant obtaining the Customer's prior written consent, Customer shall work with Consultant to produce a case study (in written or video format) that describes, for example, Customer's use of the Services. The Parties shall endeavor to complete the case study within sixty (60) calendar days of Consultant's request. Consultant shall obtain Customer's approval (not to be unreasonably withheld or delayed) on the final form and presentation of the case study.

12.3 Customer grants to Consultant a non-exclusive, worldwide, royalty-free right and license to use Customer's company name and logos (provided promptly by Customer to Consultant upon Consultant's request) to identify Customer as a customer of Consultant in Consultant's advertising, publicity, promotional or other marketing activities.

12.4 The license at paragraph 12.3 above shall survive after the term of this Agreement. The Consultant may, after the expiry or termination of this Agreement, continue to use Customer's company name and logos in Consultant's advertising, publicity, promotional or marketing items, including, for example, the Consultant continuing to use the name and logos on the



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Consultant's Web Site at <https://strategic-blue.com>, unless the Customer terminates the surviving license by giving Consultant 30 days' written notice.

13. Escalation

- 13.1** The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement, and/or any SOW, within ten (10) Business Days of either Party notifying the other of the dispute. Such efforts shall include the escalation of the dispute to Senior Management. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act. If the dispute cannot be resolved by the Parties pursuant to negotiations the Parties shall refer it to mediation (or arbitration). The obligations of the Parties under this Agreement, and/or any SOW, shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Parties shall always comply fully with the requirements of this Agreement, and any SOW.

14. General

- 14.1** Nothing under this Agreement, or any SOW, shall prevent Consultant from delivering similar services or equivalent deliverables for other parties
- 14.2** No amendment or modification to or waiver of this Agreement or any of its provisions, or any SOW or any of its provisions, shall be binding unless made in writing and signed by an authorized representative of both Parties.
- 14.3** A Party shall not assign, charge, or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of the other Party.
- 14.4** No waiver of any breach of the other Party's obligations hereunder will represent a waiver of the rights for that or any subsequent breach.
- 14.5** The Parties respectively shall, and shall cause any other necessary party to, execute and do all such documents, acts and things as may reasonably be required on or subsequent to completion of this Agreement, or any SOW, for securing each of the obligations of the Parties under this Agreement, or any SOW.
- 14.6** Any notice to effect suspension or termination of the whole or any part of this Agreement, or any SOW:
- 14.6.1 will be made in writing and sent, i) to the Consultant, by email to legal@strategic-blue.com with a copy to its registered office address, or ii) to the Customer, at the address as set out in the preamble to this Agreement or such other address as the Customer may specify by notice in writing to the Consultant;
- 14.6.2 in the absence of evidence of earlier receipt, notice shall be deemed to have been duly given:
- (a) if delivered personally, when left at the address referred to in 14.6.1;
- (b) if sent by first class recorded delivery, at the time recorded by the delivery agent.



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- 14.7** For the avoidance of doubt electronic mail shall be deemed to be “writing” for the purpose of this Agreement, and any SOW, but this shall not prejudice the express requirements for delivery of notices under clause 14.6.
- 14.8** Consultant warrants only that it has the right to sell the Services pursuant to any SOW. Consultant disclaims any other express or implied warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
- 14.9** This Agreement, and any SOW, may be executed, including through electronic signature, in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. The Parties waive all rights to challenge the admissibility or authenticity of this Agreement, or any SOW, based solely on the absence of an original signature
- 14.10** This Agreement, and any SOW, shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the Parties hereto.
- 14.11** All provisions of this Agreement, and any SOW, shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding any expiry or earlier termination.
- 14.12** If any provision of this Agreement, or any SOW, or any word, phrase, paragraph, clause, sentence, or other portion thereof should be held to be unenforceable, illegal or invalid for any reason, and provided that the essential consideration for entering into this Agreement, or any SOW, on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such a manner as to render this Agreement, or any SOW, as modified legal and enforceable to the maximum extent permitted under applicable laws.
- 14.13** None of the provisions of this Agreement, or any SOW, are intended to or shall operate to confer any benefit including pursuant to the Contracts (Rights of Third Parties) Act 1999, on any third party who is not named as a Party to this Agreement, or any SOW.
- 14.14** Consultant’s employees, agents and subcontractors shall be and shall remain employees, agents, and subcontractors of Consultant, and shall not be employees, agents, or representatives of Customer. Consultant shall be solely responsible for Consultant’s personnel, and shall have the right to hire, engage, maintain, and terminate all its personnel.

15. Applicable Law

This Agreement, and any SOW, and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of England & Wales, excluding its conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the English courts.

<signature block on next page>



Consultancy Services Supply Agreement

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

STRATEGIC BLUE SERVICES LIMITED ("Consultant")		[CUSTOMER NAME] ("Customer")	
By		By	
Name	Dr Jonathan Smith	Name	Name
Title	Chief Commercial Officer	Title	Title



SCHEDULE A STATEMENT OF WORK – EXAMPLE PROFORMA

Pursuant to the Consultancy Services Supply Agreement, dated dd month 20##, made between:

- 1) **Customer name**, <insert legal name and entity details> ("Customer"); and
- 2) **Strategic Blue Services Limited**, a company incorporated in England & Wales with registered number 07311921 and whose registered office is 86-90 Paul Street, London, EC2A 4NE, United Kingdom ("Consultant").

This Schedule details the Services and Deliverables to be supplied by the Consultant.

Schedule [X]:

Schedule Date: dd month 20##

General Description:

<insert>

Consultant Services and Deliverables:

<insert>

Fees (all numbers exclude taxes/VAT):

<insert>

Special Arrangements

<insert>

Special Terms and Conditions

<insert>

IN WITNESS WHEREOF the Parties have executed this agreement the day and year first shown above.

STRATEGIC BLUE SERVICES LIMITED ("Consultant")		[CUSTOMER NAME] ("Customer")	
By		By	
Name	Dr Jonathan Smith	Name	Name
Title	Chief Commercial Officer	Title	Title