

Services agreement

THIS AGREEMENT is made on the day of

BETWEEN:

- (1) **CANTATA LIMITED** ("Cantata") (registered number 4497715) whose registered office is at Magdalen Centre, 1 Robert Robinson Avenue, Oxford, OX4 4GA; and
- (2) **[CUSTOMER NAME]** ("The Customer") (registered number **[NUMBER]**) whose registered office is at [Customer registered office address]

1. **Scope.** The terms of this Agreement shall govern work undertaken by Cantata at The Customer's request such work to be provided to The Customer and/or its Affiliates (defined below), whether or not the specific terms of such work or request shall be specified in writing.

Definitions:

"Affiliate": means with respect to a party, any person, corporation, firm, joint venture or other entity, which directly or indirectly (whether or not through intermediates) Controls, is Controlled by or is under common Control with such party;

"Control": means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

1.1 **Schedules.** The scope of any services to be performed by Cantata hereunder shall be set forth in a Schedule. A Schedule shall specify the services to be performed, detail the specification, the rates or other form of consideration to Cantata and such other matters as the parties may agree upon in respect of a particular project. Any services performed by Cantata for The Customer and/or its Affiliates without a written agreement or Schedule shall also be governed by this Agreement. Each Schedule shall be part of this Agreement and shall not form a separate contract to it.

If there is an inconsistency between any of the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.2 **Changes.** This Agreement may not be modified, amended, cancelled or waived, in whole or in part, except in writing signed by the parties hereto. In particular, a Schedule intended to supplement this Agreement shall not vary the terms of this Agreement unless signed by both The Customer and Cantata. Any changes to a Schedules shall be subject to agreement in writing and signed by both parties.

1.3 **Term.** This Agreement shall become effective when signed by Cantata and The Customer, and shall remain in force for a period of [twelve (12) months] ("Initial Term") unless terminated earlier by either Cantata or The Customer upon not less than 30 days written notice. This Agreement will automatically renew for successive [twelve (12) month] periods unless cancelled in writing by Cantata or The Customer at least thirty (30) days prior to the expiry of the Initial Term or any anniversary of the Initial Term date. The Customer shall pay all undisputed charges and expenses on account of services performed before the effective date of termination. Cantata's completion of any specific services or The Customer's failure to order additional services hereunder shall not terminate this Agreement, it being the intent of the parties to leave this Agreement in effect to cover future services.

2. **Charges.** Unless Cantata and The Customer agree otherwise, The Customer shall pay Cantata for the Services in accordance with the relevant Schedule and Cantata's established rates and fees in effect when the Services are rendered, such rates and fees to be previously agreed in writing between the parties. Charges shall be invoiced monthly in arrears. Invoices shall be sent on date of issue to The Customer electronically to the email address to be advised by the Customer and shall be payable within thirty (30) days of date of receipt of invoice to such bank account nominated in writing by Cantata. Cantata may change its standard charges and rate classifications upon agreement in writing by The Customer, giving not less than one month's notice to The Customer.

In the event that The Customer requests the cessation of Services from, and/or removal of, any particular Cantata resource, The Customer shall provide Cantata with two (2) weeks advanced written notice with the reasons for such request. Provided such request is not based on any violation of this Agreement or The Customer's security policies,

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or clear and articulable incompetence, such Cantata resource shall continue to work in accordance with the applicable Schedule at the previously agreed upon rates for the two (2) week period, or, at The Customer's option, the Cantata resource may be removed immediately upon The Customer's request provided The Customer pays a fee equivalent to the Cantata resources billable rate for the two (2) week period.

2.1 Professional Day. Cantata bills services on the basis of a professional working day. Half days (2-4 hours) will be billed at half the agreed professional day rate. We define a professional day as being 7.5 working hours during the day.

2.2 Estimates. Cantata may, at The Customer's request, furnish estimates for the cost of specified work. No such estimate shall be deemed to be a guaranteed price by Cantata or a maximum fixed price for the specified Services unless expressly stated in the relevant Schedule. If agreed by The Customer and Cantata, Cantata may "timebox" work to ensure an upper limit on billed Services. Such a "timebox" may result in a reduction to the scope of Services to be performed. Cantata will, however, notify the Customer as soon as practical if the estimate will be exceeded and the potential impact on cost or scope of Services.

2.3 Expenses. The Customer shall reimburse Cantata for all reasonably incurred out-of-pocket expenses (supported by reasonable evidence of such expenses), including travel and overnight accommodation incurred in the course of Cantata's performing services under this Agreement, provided that such costs are agreed in writing in advance and incurred in accordance with The Customer's expense policy in force from time to time.

The Customer is required to provide all equipment necessary for the provision of Services under this Agreement (including software and hardware). In the event that The Customer requests that Cantata provide equipment, Cantata may bill The Customer for reasonable and agreed expenses incurred in the provision of this equipment. Such expenses shall be agreed in advance.

2.4 Late Charges. The Customer shall pay a late charge on any fees, expenses or taxes not paid within 30 days after receipt of invoice as set out under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.

3. Relationship. The relationship of Cantata to The Customer shall be that of an independent contractor, and neither Cantata nor any employee of Cantata shall be deemed to be an agent or employee of The Customer. Cantata shall select, provide and be solely responsible for compensating qualified personnel to perform all Services to be provided by Cantata under this Agreement. Cantata shall use its best efforts to comply with an agreed work schedule, but shall not be responsible for delays caused by employee's illnesses, resignation or other causes beyond Cantata's control. Cantata agrees to maintain appropriate insurance, including employer's liability insurance and public liability insurance.

In entering into this Agreement, The Customer agrees and undertakes that: a). The Customer is under a continuing obligation to identify any special needs that it has in relation to the work contemplated under this Agreement; b). The Customer is under a continuing obligation to ensure that Cantata understands such special needs; c). that, where Cantata informs The Customer that The Customer's precise needs cannot be met and outlines suitable alternative options to meet the Customer objectives and requirements for the Services, The Customer will where reasonably practicable accept such alternative options provided that it is reasonable in all circumstances for The Customer to accept such alternative options; d). The Customer will devote reasonably necessary time and resources to understanding the deliverables that are developed by Cantata pursuant to this Agreement; and e). The Customer will reasonably co-operate with Cantata to resolve problems which may occur during the course of this Agreement.

4. Rights in deliverables. The Customer together with its Affiliates shall have the unrestricted right to use in perpetuity all "deliverables" (as defined in each Schedule) developed or furnished by Cantata under this Agreement. This Agreement shall not, however, restrict, Cantata from performing similar services for other customers, from using the same or similar techniques or components or from using the same personnel to perform similar services for other customers, provided that Cantata shall observe the confidentiality requirements below and in doing so does not breach the intellectual property rights of the Customer and/or any of its Affiliates.

5. Confidentiality. With respect to information relating to The Customer's and/or its affiliates' business which is confidential, and disclosed to Cantata, 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, Cantata shall, and shall instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with information of Cantata which Cantata regards as confidential. However, Cantata shall not be required to keep confidential any information which is or becomes publicly available other than by breach of this Agreement by Cantata or its personnel or subcontractors, is already in Cantata's possession, is demonstrated to be independently developed by Cantata outside the scope of this Agreement, is rightfully obtained from third parties on a non-confidential basis or is required to be disclosed by law or binding regulation. In addition, Cantata shall not be required to keep confidential any ideas, concepts, know-how or techniques to the extent that the same are developed by Cantata in the course of its services hereunder.

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These obligations of confidentiality shall survive for a period of three (3) years from the termination or expiry of this Agreement.

6. Termination. Upon termination of this Agreement, each party shall forthwith return to the other or delete as requested, all papers, materials and other properties of the other held by each for the purposes of this Agreement.

6.1 Without prejudice to any other rights or remedy it may have, either party may terminate this Agreement by giving immediate written notice to the other party if:

6.1.1 the other party commits a material breach of this Agreement that is not capable of remedy;

6.1.2 the other party commits a material breach of this Agreement that is capable of remedy and fails to remedy that breach within thirty (30) days of notice from the first party specifying the breach and requiring its remedy; or

6.1.3 the other party ceases or threatens to cease carrying on its business, becomes insolvent or unable to pay its debts as and when they become due, if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), if a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the other party's assets or business, if the other party makes any composition with its creditors or as a result of debt and/or maladministration takes or suffers any similar, equivalent or analogous action in any jurisdiction. Each party shall immediately notify the other should any of the events set out in this Clause 6 occur in respect of it.

6.2 The Customer shall be entitled to terminate this Agreement with immediate effect by giving written notice to Cantata if Cantata:

6.2.1 or The Customer is subject to a change of Control; or

6.2.2 is in persistent breach of the service levels set out in each Schedule.

6.3 Upon termination of this Agreement Cantata shall provide all reasonable assistance to The Customer to ensure the orderly and smooth migration of the Services provided pursuant to this Agreement and/or any Schedule to The Customer or its Affiliates or at The Customer request a replacement supplier.

7. Security Procedures. While at The Customer's premises, Cantata personnel shall comply with all security regulations and procedures applicable to The Customer's employees and visitors as to which Cantata shall have been notified by The Customer.

8. Personnel Inducements. The Customer shall not during the term of this Agreement offer, promise, solicit, employ or contract (direct or through a third-party contractor) any Cantata employee who has been assigned to perform services covered by this Agreement or by any other agreement between Cantata and The Customer. If The Customer shall employ or contract with any such person during the term of this Agreement or within 6 months after the termination of this Agreement, The Customer shall pay Cantata a fee equal to 20% of such person's most recent annual compensation with Cantata.

9. Warranties.

9.1 Cantata warrants to The Customer that:

9.1.1 all services performed under this Agreement will be performed to the best of Cantata's ability, in an expert and diligent manner with all due skill, care and diligence in a good and workmanlike manner in accordance with industry standards and in accordance with the standards and service levels set out in the Schedules;

9.1.2 the deliverables shall conform in all material respects to the specifications within each Schedule and be free from material defects;

9.1.3 the deliverables and any media on which the deliverables are delivered shall be free from viruses and other malicious code;

9.1.4 the deliverables do not infringe the intellectual property rights of any third party;

9.1.5 the Services set out in the Schedules will be performed in such a way as to not cause any interruption to the business processes of The Customer (other than any agreed and unavoidable interruption which is required in order to perform the services in a proper and efficient manner); and

9.1.6 the Services set out in the Schedules will be performed in accordance with all applicable laws and regulations.

Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement.

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In no event shall the aggregate liability of Cantata on account of any deficient work exceed four (4) times the amounts paid by The Customer to Cantata under this Agreement for that work. Each party shall, however, be fully responsible for death or personal injury resulting from the negligent or intentional acts or omissions of either party or its employees and representatives and for fraud.

The Customer's total liability to Cantata shall in no event exceed the total amount paid or payable by The Customer to Cantata under each relevant Schedule.

10. Intellectual Property Rights

Except as expressly stated in this clause, no intellectual property rights of either party are transferred or licensed as a result of this Agreement or any Schedule.

In respect of the deliverables and any goods that are transferred to The Customer as part of the Services under this Agreement, Cantata warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to The Customer, it shall have full and unrestricted rights to sell and transfer all such items to The Customer.

Cantata grants to The Customer and its Affiliates a non-exclusive licence to use Cantata's intellectual property rights to the extent reasonably required for The Customer to receive the benefit of the deliverables under or in connection with this Agreement. All Cantata intellectual property rights shall remain the exclusive property of Cantata.

All intellectual property rights of the Customer and any of its Affiliates used in the deliverables or in connection with the provision of the Services (including for the avoidance of doubt all trademarks, tradenames, logos and Products of The Customer and its Affiliates) shall at all times remain the exclusive property of The Customer.

Each party shall notify the other party immediately if either party becomes aware of any unauthorised use of the other party's intellectual property rights.

11. Anti-Bribery

11.1 Cantata:

11.1.1 shall comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the United Kingdom's Bribery Act 2010 and the United States of America's Foreign Corrupt Practices Act 1977 (**Anti-Corruption Laws**);

11.1.2 shall ensure that it has in place adequate policies and procedures to prevent bribery and use all reasonable endeavours to ensure that all of Cantata's Affiliates, personnel and sub-contractors involved in performing the services on behalf of Cantata or with this Agreement so comply;

11.1.3 shall not offer, promise, give, request, agree to receive, receive or accept a bribe or other financial advantage or commit any corrupt act or permit the same to be done on its behalf;

11.1.4 shall ensure that, without limitation to Clause 11.1.1, it shall not make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

11.2 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements of this Clause 11.

12. Data Protection and Data Processing

12.1 In this Agreement Data Controller, Data Processor, Personal Data and Data Subject have the meanings given in the Data Protection Act 2018.

12.2 Cantata shall at all times comply with the Data Protection Act 2018 and in particular the provisions of section 105 of the Data Protection Act 2018.

12.3 Cantata will, on written request from The Customer from time to time, confirm to The Customer in writing the measures it has taken and is taking to comply with its obligations under this Clause 12, and will at its

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own cost implement any further steps that are reasonably necessary for full compliance with the requirements of the Data Protection Act 2018.

Cantata shall permit The Customer at any time and from time to time on seven (7) days' written notice (or less in the case of an emergency, including but not limited to data security breach) to have escorted access to the appropriate part(s) of the premises, systems, equipment, and other materials and facilities where the company processes the Personal Data, to enable The Customer to inspect the same for the purposes of monitoring compliance with the Seventh Principle. Such inspection shall not relieve Cantata of any of its obligations under this Agreement.

12.4 Cantata shall only process Personal Data on behalf of The Customer in accordance with, and for the purposes set out in, instructions received from The Customer from time to time.

12.5 Cantata shall inform The Customer immediately if at any time there is a breach or suspected breach of the terms of this Agreement or any Personal Data is or is suspected to be lost, corrupted, used or disclosed to a third party except in accordance with this Agreement.

13. **Assignment.** Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party, except that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of either party shall acquire all interest and all obligations of such party hereunder. The Customer shall have the right to assign any and/or all of its rights and responsibilities under this Agreement to any of its Affiliates.

14. **No Conflict.** Each party warrants to the other that it is free of any contractual obligation that would restrict such party from entering into this Agreement and neither party has been caused or induced to breach any contractual obligation with a third party.

15. **Notices.** Any notice of other communication required or permitted under this Agreement shall be given in writing to Cantata at its Address as specified in this Agreement, and to The Customer at The Customer's Address specified in this Agreement, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when deposited in the mail, properly addressed and first class postage prepaid.

16. Force Majeure

16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from an event, circumstance or cause beyond its reasonable control ("Force Majeure Event") and where Cantata is affected by a Force Majeure Event it shall be a condition of such release that it:

- 16.1.1 notifies The Customer of the occurrence of the Force Majeure Event as soon as reasonably practicable; and
- 16.1.2 uses all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

If a Force Majeure Event prevents, hinders or delays Cantata's performance of its obligations for a continuous period of more than 10 business days or for more than 20 business days in aggregate in any rolling 12 month period, The Customer may terminate the Agreement immediately by giving written notice to Cantata.

17. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18. Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any

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right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. **Contracts (Rights of Third Parties) Act 1999**

Except as set out in this Clause 19, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no one other than a party to the Agreement shall have any rights to enforce its terms. Any Affiliate of The Customer may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this Agreement (and any documents entered into pursuant to it or in connection with it) without the consent of any of The Customer's Affiliates.

20 Choice of Law This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

The terms of this Agreement shall govern all services provided from time to time by Cantata to or for The Customer unless The Customer and Cantata otherwise agree in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

CANTATA LIMITED

THE CUSTOMER

By: (signature) **By:** (signature)

Name:

Name:

Title:

Title:

Date:

Date:

Software license and support agreement

THIS AGREEMENT is made on the day of

BETWEEN:

- (1) **CANTATA LIMITED** ("Cantata") (registered number 4497715) whose registered office is at Magdalen Centre, 1 Robert Robinson Avenue, Oxford, OX4 4GA; and
- (2) **[CUSTOMER NAME]** ("The Customer") (registered number [NUMBER]) whose registered office is at [REGISTERED ADDRESS].

1. Definitions.

1.1 **"The Software"** means licensed software products provided by Cantata to The Customer and defined in Schedule(s) to this agreement. The Software includes configuration, script, system settings, customization, code and metadata applied to an underlying software infrastructure by Cantata. The Software does not include any bespoke software developed internally by The Customer.

1.2 **"Annual License And Support Fees"** means the fees payable by The Customer to Cantata in consideration of Cantata granting the customer license to use The Software for a period of one year from date of this Agreement and provision of Support for The Software for the duration of that same license period.

1.3 **"Support"** means assisting The Customer in the investigation of, and if necessary and possible the remediation of Issues in The Software; provision of advice and guidance on unexpected behaviour or operation; management of queries to third parties where Cantata believes an Issue exists in a third party system.

1.4 **"Issue"** means an issue or error with The Software which significantly degrades the use of The Software.

1.5 **"First Line Support"** means support provided by The Customer to their own System users. This includes the provision of helpdesk personnel and response to initial queries on system use.

1.6 **"Second Line Support"** means support provided to First Line Support staff. This Support is of a more technical nature and is only required when First Line Support staff are unable to resolve a query. Second Line Support queries are expected to involve potential Issues in the System or queries that require the advice of a System expert.

1.7. **"Hours of Operation"** mean the hours during which Cantata will provide Support. The Hours of Operation are set out in the attached Schedule.

1.8. **"Service Level Agreement"** specifies the expected response times to Issues raised by The Customer. The Service Level Agreements are set out in the attached schedule.

1.9. **"Customer's Nominated Personnel"** means those nominated personnel from The Customer's organisation who, with adequate training, will liaise with Cantata on Issues covered by this agreement.

1.10 **"Schedule"** means a schedule attached to this Agreement and/or any future schedule, purchase order, letter or other writing. A Schedule may specify such matters as the parties may agree upon in respect of a particular area of Support or The Software. The Customer may not cancel any applicable Schedule without at least thirty (30) days written notice.

2. License

2.1 In consideration of the Annual License And Support Fees, The Customer is hereby granted a limited, non-transferable, non-exclusive license to use The Software from one year upon the terms and conditions set forth herein. The Customer's right to use The Software beyond one year is conditioned upon Customer's payment of further Annual License And Support Fees to Cantata. The Customer agrees that The Customer's use of The Software is strictly limited to the number of named users specified and modified from time to time in Schedule A of this Agreement.

2.2 The Customer agrees that it can not transfer, distribute, rent or lease The Software. The Customer agrees that it will not export or re-export the Software in violation of any export laws of England. Upon The Customer's receipt of a written request by Cantata, The Customer agrees to verify in writing the number of users accessing The Software and furnish Cantata with hardware systems details.

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2.3 The Annual License And Support Fees for The Software are based upon the number of licensed users. The Customer agrees to pay, on a non-refundable basis, 100% of all said fees in accordance with the terms set forth in Schedule A attached hereto. Annual License And Support Fees are invoiced in advance and shall be paid within 30 days of receipt of invoice. The Customer agrees to pay amounts equal to any and all taxes resulting from this Agreement. Customer agrees that it will not at any time assert against Cantata or against any accounts due and owing to Cantata any offset, withholding claim, or deduction of any kind, which The Customer may have or claim to have against Cantata. Cantata will increase its Annual License And Support Fees on renewal by an amount that will be advised by Cantata to The Customer. Such increase shall be no more than the rate of inflation based on the CPI published from time to time by the UK Office for National Statistics.

2.4 If The Customer wishes to add additional users beyond the Initial number of users specified in Schedule A prior to the renewal date, The Customer shall advise Cantata and Cantata shall be entitled to charge The Customer additional Annual Licence And Support Fees for such additional users.

2.5 You may reassign your licence from one user to another, but not during the same calendar month.

2.6 If The Customer fails to make payment of the Annual License And Support Fees due then this Agreement shall be considered terminated at Customer's election and Customer's right to use The Software shall terminate immediately.

3. Support

3.1 Cantata will provide, during its Hours of Operation, Second Line Support to The Customer for licensed units of The Software. The Customer agrees to promptly notify Cantata of Issues by means of the support notification mechanisms defined in the attached Schedule A. Any Issues must be notified to Cantata by The Customer's Nominated Personnel. Cantata will use its best endeavours to provide an initial response to Issues so notified within the Service Levels defined in the attached Schedule A.

3.2 This Agreement specifically excludes the provision of functional changes or enhancements, or upgrades to The Software, any underlying or third party software or hardware system. Such changes would be quoted separately as described in clause 3.3.

3.3 Cantata may, at The Customer's request, furnish estimates for the cost of specified additional work outside the scope of this Agreement. Such Additional Work is expected to be governed by a separate Agreement (specifically Cantata's Standard Services Agreement).

3.4 The Customer shall reimburse Cantata for all out-of-pocket expenses (supported by reasonable evidence of such expenses), including travel and overnight accommodation incurred in the course of Cantata's performing Support under this Agreement. Any such expenses would be agreed in advance.

4. Customer responsibilities.

4.1 The Customer agrees to be primarily responsible for the management, control, and implementation of The Software. In order to ensure the timely implementation and ultimate success of the installation, a high level of Customer participation will be needed; Cantata will assist The Customer as prescribed in this Agreement but the following important responsibilities belong to The Customer:

- a) Provide for and effect physical installation of the equipment and ensure the proper machine configuration and program installation
- b) Accumulate and enter all data necessary for operation of The Software
- c) Implement new internal procedures and prepare or procure a "user" reference manual which documents the operating procedures and proper use of The Software as applied to The Customer's business
- d) Establish adequate back-up plans based on alternate procedures and/or partial on-site duplication of critical machines and/or off site reciprocal arrangements for equipment with appropriate specifications
- e) The Customer shall review and establish any protective measures that may be appropriate to safeguard the privacy of data or meet security requirements as required by Paragraph 6.

4.2 The Customer is required to provide all equipment necessary for the provision of Support under this agreement (including software and hardware). In the event that The Customer requests that Cantata provide equipment, Cantata may bill The Customer for expenses incurred in the provision of this equipment. Such expenses shall be agreed in advance.

4.3 The Customer agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by The Customer regarding The Software. The Customer agrees to promptly implement any updates, new Release of The Software and any Issue resolutions (or error corrections) as specified by Cantata under this Agreement.

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4.4. The Customer shall nominate specific individuals from either IT or business functions to be The Customer's Nominated Personnel. These nominated individuals will have undergone training on The Software and will be capable of providing First Line Support with The Customer's organisation. In the event that The Customer requests additional or replacement personnel to liaise with Cantata on issues covered by this Agreement, The Customer agrees to make additional arrangements for suitable training on The Software and any related areas as may be required to enable them to be effective in the provision of First Line Support.

4.5 In entering into this Agreement, The Customer agrees and undertakes that: a). The Customer is under a continuing obligation to identify any special needs that it has in relation to the work contemplated under this Agreement; b). The Customer is under a continuing obligation to ensure that Cantata understands such special needs; c). that, where Cantata informs The Customer that The Customer's precise needs cannot be met and outlines alternative options, The Customer will accept such alternative options provided that it is reasonable in all circumstances for the The Customer to be obliged to accept such alternative options; d). The Customer will devote time and resources to understanding the deliverables that are developed by Cantata pursuant to this Agreement; and e). The Customer will actively co-operate with Cantata to resolve problems which may occur during the course of this Agreement.

5. Warranties.

5.1 The Software has a limited warranty for a period of 90 days from the date of execution of this Agreement. Cantata's sole obligation and Customer's sole and exclusive remedy under this limited warranty shall be (i) the correction of any program errors in The Software or the replacement of any defective items in The Software reported in writing by The Customer to Cantata within the above referenced 90-day period or (ii) if after repeated efforts, Cantata is unable to make The Software operate as warranted, Customer shall be entitled to recover actual damages as limited by Paragraph 11.

5.2 This Limited Warranty shall not apply if the failure of The Software to operate as warranted results from: (a) use of The Software other than in accordance with Cantata's instructions; (b) malfunction of The Customer's hardware systems, whether servers, clients, network infrastructure or any other hardware component or sub-system; or (c) any cause within the control of The Customer.

5.3 Cantata makes no warranties as to the availability or operation of third party or client hardware or infrastructure. We will endeavour to provide appropriate guidance and support in instances where problems arise with such third party or client systems, but it is accepted by Cantata and The Customer that Cantata holds no responsibility for the operation or availability of such systems.

5.4 Cantata makes no warranties as to the effective resolution of any issue that requires action on the part of third parties, specifically third party product providers.

5.5 Cantata warrants to The Customer that neither the Support services performed nor The Software provided by Cantata under this Agreement will infringe upon a UK patent or copyright or any proprietary rights of a third party or constitute a misuse or appropriation of a trade secret. If notified promptly of any action or claim alleging any such infringement or misuse, Cantata will defend or resolve such action or claim at its expense and will pay the costs and damages awarded in any such action or the cost of settling such action or claim, provided that Cantata shall have sole control of the defence of any such action or claim and all negotiations for its settlement or compromise and The Customer shall cooperate with Cantata in such defence and settlement.

5.6 The foregoing Limited Warranty is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability and/or fitness for particular purpose. In particular, Cantata does not warrant that the functions contained The Software will meet the customer's requirements or will operate in the combinations that customer may select or that the operation of software will be uninterrupted or error-free or that all defects will be corrected.

5.7 Each party warrants to the other that it is free of any contractual obligation that would restrict such party from entering into this Agreement and neither party has been caused or induced to breach any contractual obligation with a third party.

6. Proprietary Rights, Confidential and Valuable Substance.

6.1 The Customer recognizes that The Software has substantial monetary value and is considered a Trade Secret, Proprietary, and Confidential. Cantata and/or its licensors retain ownership of all rights, title and interest to The Software. Enhancements made to The Software on behalf of The Customer by Cantata will be proprietary to Cantata. Cantata is desirous of maintaining rigorous control over The Software. The Customer, therefore, agrees that it will exercise due care to prevent disclosure of The Software.

6.2 The Customer shall ensure that any identification labels or legal notices contained in any aspect of The Software are not modified, suppressed or in any other way made inconspicuous.

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6.3 The Customer shall restrict access to The Software to only those employees of The Customer who must perform their specific obligations pursuant to The Customer's business. The Customer shall take all precautions to insure that unnecessary and unauthorized access to The Software by its employees does not occur.

6.4 The Customer agrees that it will take all precautions to ensure that non-Customer personnel, including non-employee agents of The Customer, do not obtain possession of The Software without first obtaining the express written consent of Cantata. Cantata agrees that it will not unreasonably withhold such consent.

6.5 The Customer shall treat the ideas and expressions contained in The Software as a Trade Secret, Proprietary, and Confidential and belonging solely to Cantata and shall not, without the prior written permission of Cantata, copy or duplicate any physical embodiments of The Software (except as required for security and archival purposes). The Customer agrees that it will not translate, reverse engineer, disassemble, decompile or create derivative works of The Software.

6.6 The Customer agrees that it will notify Cantata immediately of any unauthorized possession, use or knowledge of The Software. The Customer shall promptly furnish Cantata with full details of such possession, use or knowledge, assist in preventing any recurrence thereof and cooperate with Cantata in any litigation or other proceedings deemed necessary by Cantata to protect Cantata's rights.

6.7 This Agreement shall bind the parties hereto and their legal representatives, heirs, successors and assigns. The covenants and agreements of The Customer which operate to protect the rights of Cantata shall continue in full force and effect irrespective of the termination of the license granted hereunder.

6.8 With respect to information relating to The Customer's business which is confidential and clearly so designated, Cantata will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Cantata which Cantata regards as confidential. However, Cantata shall not be required to keep confidential any information which is or becomes publicly available, is already in Cantata's possession, is independently developed by Cantata outside the scope of this Agreement, or is rightfully obtained from third parties. In addition, Cantata shall not be required to keep confidential any ideas, concepts, know-how or techniques developed by Cantata in the course of its services hereunder.

7. Assignment.

7.1 Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party, except that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of either party shall acquire all interest and all obligations of such party hereunder.

8. Agreement status and changes.

8.1 The Customer acknowledges that customer has read this Agreement, understands it, and agrees to be bound by all of its terms and conditions, and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all prior and concurrent proposals, Agreements and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

8.1 This Agreement may not be modified, amended, cancelled or waived, in whole or in part, except in writing signed by the parties hereto. In particular, a Schedule intended to supplement this Agreement shall not vary the terms of this Agreement unless signed by both The Customer and Cantata.

9. Taxes and late payment charges.

9.1 The Customer shall pay (or reimburse Cantata if Cantata pays) all VAT, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement (exclusive of business privilege or franchise taxes levied on Cantata and taxes based on Cantata's net income).

9.2 The Customer shall pay a late charge on any fees, expenses or taxes not paid within 30 days after receipt of invoice as set under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.

10. Termination

10.1 If either party has breached any material term or condition of this Agreement, the non-breaching party shall give written notice of the breach to the other party and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) day period, the non-breaching party may terminate the Agreement.

10.2 On termination of this agreement for whatever cause, The Customer shall be obligated to furnish to Cantata a letter certifying that the original and all copies of The Software, received by Customer from Cantata in connection with such license, have been returned or destroyed; this requirement will apply to all copies in any form including

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translations, whether partial or complete, and whether or not modified or merged into other program material as authorized herein. The Customer shall not be entitled to any refund of the fees paid.

11. Limitations

11.1 Cantata's liability for damages to The Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence or any other form of action), shall be limited to the amount paid by Customer to Cantata for The Software. This limitation of liability will not apply to claims for patent, copyright, trade secrets or proprietary right infringement as set forth in Paragraph 5.

11.2 In no event shall Cantata be liable for incidental, consequential or special damages from any cause whatsoever, including, without limitation, lost profits, loss of data, loss of goodwill, even if Cantata has been advised of the possibility of such damages, or for any claim against The Customer by any other party, except for patent copyright, trade secrets or proprietary right infringement as stated in Paragraph 5.

11.3 In no event shall the aggregate liability of Cantata on account of any deficiency exceed the amounts paid by The Customer to Cantata under this Agreement. Each party shall, however, be fully responsible for bodily injury or property damage resulting from the negligent or intentional acts or omissions of its employees and representatives while on or about the premises of the other party.

12. Language

12.1 All communications between Cantata and The Customer will be in the English language.

13. Relationship

13.1 The relationship of Cantata to The Customer shall be that of an independent contractor, and neither Cantata nor any employee of Cantata shall be deemed to be an agent or employee of The Customer. Cantata shall select, provide and be solely responsible for compensating qualified personnel to perform all services to be provided by Cantata under this Agreement. Cantata shall use its best efforts to comply with an agreed work schedule, but shall not be responsible for delays caused by employee's illnesses, resignation or other causes beyond Cantata's control. Cantata agrees to maintain appropriate insurance, including employer's liability insurance and public liability insurance.

13.2 The Customer shall not during the term of this Agreement offer, promise, solicit, employ or contract (direct or through a third party contractor) any Cantata employee who has been assigned to perform services covered by this Agreement or by any other agreement between Cantata and The Customer. If The Customer shall employ or contract with any such person during the term of this Agreement or within twelve months after the termination of this Agreement, The Customer shall pay Cantata, within 30 days, a fee equal to 100% of such person's most recent annual compensation with Cantata.

14. Arbitration and Choice of Law

14.1 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts. During the term of this Agreement and thereafter, all claims or disputes among the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in London, England. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The written decision of the arbitrators shall be final, binding and specifically enforceable upon the parties.

14.2 Either party may invoke this arbitration provision on fifteen days notice with a written "notice of arbitration", which shall be served by certified mail. In the event that the claim or dispute is not resolved between the parties within fifteen days of receipt of notice of arbitration, the parties shall commence immediately to select an arbitrator according to the procedures for selection of arbitrators of the British Computer Society then in effect, whom shall be selected not more than thirty days after receipt of the notice of arbitration. In the event that the parties cannot agree on the selection of an arbitrator within thirty days of the notice of arbitration, said arbitrator shall be designated by the British Computer Society. The arbitration shall be heard and determined by one neutral arbitrator. The arbitration itself shall commence not more than ninety days after receipt of the notice of arbitration, and shall continue from day to day until concluded. The arbitrator will be directed by the parties to render a decision not later than 30 days after conclusion of the arbitration hearings. All deadlines specified in this arbitration provision may be extended by mutual written agreement. The procedures specified in this arbitration provision shall be the sole and exclusive procedures for the resolution of claims or disputes between the parties arising out of or relating to this Agreement of breach thereof.

15. Notices.

15.1 Any notice of other communication required or permitted under this Agreement shall be given in writing to Cantata at its Address as specified in this Agreement, and to The Customer at The Customer's Address specified in this

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Agreement, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when deposited in the mail, properly addressed and first class postage prepaid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

CANTATA LIMITED

By: (signature)

Name:

Title:

Date:

CUSTOMER

By: (signature)

Name:

Title:

Date:

Schedule A

Customer		Customer's Nominated Personnel	
[CUSTOMER]		Name: TBS	
		Name: TBS	
The Software			
Cantata's implementation of Microsoft Dynamics 365 CRM including Cantata Vantage components and Cantata Support.			
Monthly License, Small Change and Support Fees	Initial number and names of users		Renewal date
Per Sales or Customer Service user: £ All prices per user per month	Number of users [X] Names to be supplied		End of the 12 th calendar month following the month purchase of each licence.
Hours of Operation		Service Level Agreement	Notification to
09:00 to 17:30 UK time Monday to Friday excluding UK Public Holidays		Standard SLA	Email: support@cantatagroup.com Phone: 0207 898 9230
Special Conditions			
The minimum contractual term is 12 months. Payment is due on the purchase of licence and annually thereafter. User licence 12 month term commences on the 1st of the month in which the licence is purchased. [5 initial users are for initial system development. A minimum of 15 licenced users are required in the live production system. CUSTOMER will be required to maintain [X] licences for Cantata support use.] Additional licence fees may be payable for additional infrastructure if this is required. Pricing on request.			
Signed for and on behalf of Customer		Signed for and on behalf of Cantata Ltd	
Date:		Date:	
Title:		Title: Director	