

Customer Name	Enter Name		
Address	Enter Address		
Contact Name	Enter Contact Name		
Customer Ship-To Address	Enter Customer Ship-To Address		
Contact E-Mail Address	Enter Contact E-Mail Address		
Effective Date Order	Date Signed Below		
Subscription Term	n/a (Professional Services)	Order Form Expiry:	1st of May 2022
Payment Terms	Net 30 Days	Payment Currency:	GBP
Deployment Method	Vendor-Cloud		

Standard Terms				
Item	Months	Days	Unit Price	Extended Price
Software CRM Name	-	-		-
Total				-
1) This Quotation must be executed and received by Format14CRM no later than XX/XX/XXXX, otherwise all terms and conditions specified herein shall expire. 2) This Quotation is in lieu of a Purchase Order. Notwithstanding the currency indicated in the MSA, all amounts specified in this Quotation are only payable in the currency indicated above, and exclude applicable taxes, which will be added at the prevailing rate where applicable. In the event withholding taxes on remittances are applied these will be added to the invoiced amount payable. This Quotation does not affect the payment currency agreed to by the parties in prior or future orders that may be in different currencies than the payment currency of this Quotation. The Customer is purchasing a subscription for the entire Subscription Term and is bound by the payment obligations for the entire Subscription Term set forth on this Quotation. In no event shall the Customer be relieved of the obligation to pay any fees due and payable to Format14CRM Limited during the Subscription Term. Notwithstanding anything to the contrary, the Term (including any Renewal Terms) of the MSA shall be deemed to be the Subscription Term set forth on this Quotation, and the MSA may only be terminated by Customer for material breach or bankruptcy as expressly set forth in the MSA. 3) Format14CRM Limited represents and warrants that all of the transaction terms agreed to between Customer and Format14CRM Limited are described in this Quotation, and that no additional deliverables, obligations, or commitments have been made on behalf of Format14CRM Limited or SugarCRM.				

By signing below, the undersigned individual represents that he/she is authorised to act for and on behalf of Customer.

Organisation: _____

By: _____
(Authorised Signature)

Name: _____

Title: _____

Date: _____

Customer Name	Enter Name		
Address	Enter Address		
Contact Name	Enter Contact Name		
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Deployment Method	Vendor-Cloud		

Standard Terms				
Item	Months	Days	Unit Price	Extended Price
Professional Services	-	19	£850	£1,700
Total				£1,700
1) This Order Form must be executed and received by Format14CRM no later than the xx/xx/xxxx, otherwise all terms and conditions specified herein shall expire. 2) This Order Form is in lieu of a Purchase Order. All amounts specified in this Order Form are only payable in the currency indicated above, and exclude applicable taxes, which will be added at the prevailing rate where applicable. In the event withholding taxes on remittances are applied these will be added to the invoiced amount payable. This Quotation does not affect the payment currency agreed to by the parties in prior or future orders that may be in different currencies than the payment currency of this Order Form. The Customer is purchasing a package of Professional Services days for tasks outlined in the PROPOSAL NAME and is bound by the payment obligations for the services set forth in the Format14CRM Professional Services Agreement. In no event shall the Customer be relieved of the obligation to pay any fees due and payable to Format14CRM Limited. 3) Format14CRM Limited represents and warrants that all of the transaction terms agreed to between Customer and Format14CRM Limited are described in this Order Form, and that no additional deliverables, obligations, or commitments have been made on behalf of Format14CRM Limited.				

By signing below, the undersigned individual represents that he/she is authorised to act for and on behalf of Customer.

Organisation: _____

By: _____

(Authorised Signature)

Name: _____

Title: _____

Date: _____

Annex 1- Format14CRM

Professional Services Terms and Conditions

Terms & Conditions

1. Provisions of Services

- 1.1. Format14CRM Limited agrees to provide the client services as specified in the Statement of Work, see Annex 2 below.
- 1.2. Format14CRM Limited will endeavour to provide replacement staff in the event of sickness or absence of one or more consultants but is not bound to do so. Format14CRM Limited may provide other employees in place of one or more of the consultants provided that such replacements are reasonably capable of performing the services.
- 1.3. During the term Format14CRM Limited and the client shall hold regular meetings to review the progress of the services, such meetings to be mutually agreed. The parties have agreed to a weekly progress review meeting.

2. Fees

- 2.1. The client shall pay the consultancy fee ("the fee") specified in the applicable Statement of Work, subject to the provisions of this clause 2.
- 2.2. Intentionally left blank.
- 2.3. Interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties, or receipt of the decision of the mediator in accordance with clause [x](Mediation).
- 2.4. Either party shall pay interest on all overdue payments to the other party accruing from day to day for the period of default at an annual rate of 2% over the daily base lender rate from time to time applicable in England.
- 2.5. The fee is calculated per consultant on a standard working day of 8 hours. Any additional hours per day will be charged at the nominated hourly rate, to be agreed in advance with the client. If Format14CRM are unable to provide replacement staff in accordance with clause 1.2, the fee shall not apply.
- 2.6. The client shall be liable for any VAT payable on all fees and other charges hereunder. The amounts specified in the schedule do not include VAT.
- 2.7. Format14CRM Limited will invoice the client for the services, such invoices to be paid by the client within 30 days of receipt of the invoice.

3. Custom Software Development

- 3.1. Format14CRM Limited shall develop the Custom Software in accordance with the Statement of Work.
- 3.2. Format14CRM Limited shall deliver the Custom Software in accordance with the project plan.

- 3.3. Format14CRM Limited shall not provide Custom Software documentation for the Custom Software other than for internal use for purposes of on-going maintenance and support of the Custom Software unless specified in the Statement of Work.
- 3.4. Where the Client proposes to modify the Custom Software before acceptance, Format14CRM Limited shall be notified in writing. Format14CRM Limited shall consider the consequences of the proposed modifications on the overall System performance. Format14CRM Limited reserve the right to put in a change request to vary the Price or to otherwise vary its obligations, subject to the prior agreement of the client.
- 3.5. Where the Client proposes to modify the Custom Software after acceptance, Format14CRM Limited shall be notified in writing. Format14CRM Limited shall consider the consequences of the proposed modifications on the overall System performance. Format14CRM Limited reserves the right to vary the obligations or fees under any applicable Service Level Agreement, subject to the prior agreement of the client.

4. Ownership of Software

- 4.1. Format14CRM Limited shall grant an irrevocable perpetual license to use the source code and object code for the Custom Developed Software to the Client upon completion of the phase or stage of the project during which it was developed.
- 4.2. With the exception of Custom Developed Software, ownership of all other Software shall remain with the licensor thereof.

5. Intellectual Property Rights

- 5.1. Where Format14CRM Limited includes third party pre-existing code as specified in an applicable Statement of Work within the Custom Developed Software the Client is responsible for obtaining an appropriate license to use such code.
- 5.2. Any intellectual property used by Format14CRM Limited in the creation of a deliverable or disclosed to you during the term of this agreement shall remain the property of Format14CRM Limited.

6. Contingencies and Inability to Perform

- 6.1. Format 14CRM shall as soon as practicable notify the client's Authorised Officer of any circumstances which might prejudice Format14CRM's ability to perform the Service whether temporarily or permanently.

7. Performance Monitoring

- 7.1. The Service shall be subject to such monitoring systems as the Authorised Representative of the client and Format14CRM considers appropriate to undertake and as set out in this clause 7.

8. Service Level Agreements ('SLA'S')

- 8.1. Format14CRM shall use all reasonable efforts to meet the support SLAs as set out in Appendix 4, if any.

9. Format14CRM Obligations

- 9.1. Format14CRM Limited shall use its best endeavors to perform the services as specified in the Statement of Work and shall perform the services with a reasonable level of care and skill, within the term of this agreement but shall not be liable to the client if the services are not complete within that time.
- 9.2. Format14CRM will comply with all applicable statutory rules, laws or regulations, with such procedures of the client as the client notifies Format14CRM
- 9.3. Format14CRM Limited's liability whether in contract or tort or otherwise is limited to the repair or replacement of any error, deficiency or fault in any program, system or hardware provided by Format14CRM Limited to the client as part of the services.
- 9.4. Format14CRM Limited will in no circumstances be liable for any loss of profits, goodwill, interruption of services or for any special, indirect, consequential or incidental damages howsoever caused, even if such damages or losses was reasonably foreseeable or Format14CRM Limited had been advised of the possibility of the client incurring the same.
- 9.5. Save as expressly provided herein, all express or conditions, statements or warranties, whether statutory or otherwise, are expressly excluded. The client acknowledges that it has not been induced to enter into this agreement by any reason of any representation made by Format14CRM Limited and not recorded herein.

10. Information Technology

- 10.1. Format14CRM shall ensure that adequate security measures are put on its, and those of its agents and sub- contractors, IT equipment, personal computers, networks and systems used in the provision of the software and hardware and related services and to connect to the clients systems networks hardware equipment or facilities.
- 10.2. Format14CRM shall ensure that its employees, agents, servants or subcontractors do not divulge any password or code allowing access to any of the client systems, network, hardware, equipment or facility to any person not authorised by The client to have such password or code.
- 10.3. Format14CRM shall ensure that only those persons authorised to have access to The client systems, networks, hardware, equipment or facilities have access to The client systems, networks, hardware, equipment or facilities.
- 10.4. Format14CRM, its employees, agents, servants and sub-contractors will not use any remote access facility, dial-in or otherwise, for any purpose not related to the provision of the software and hardware and related services hereunder or to access any The client system or network (or part thereof) other than a system or network to which The client has granted access to Format14CRM for the purpose of providing the software and hardware and related services.
- 10.5. Format14CRM shall only make such copies of The client's data and electronic information strictly necessary to enable them to provide the software and hardware and related services.
- 10.6. On the occurrence of any attack or incident involving any malicious, conflicting, detrimental, de-constructive, or damage inflicting software, program or third party Format 14 shall immediately inform The client of the occurrence to allow the client to take such action as necessary to protect its systems, networks, hardware, software, and equipment.

11. Health and Safety

- 11.1. Format14CRM shall comply and ensure its Representatives comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work Regulations 1999, and all other health, safety and welfare requirements applicable to the Service.

12. Premises

- 12.1. Format14CRM shall have access to and use of the Client's Premises only to the extent as agreed in writing with the Authorised Representative of the client.
- 12.2. Format14CRM shall comply with any reasonable directions of the Authorised Representative of The client regarding security arrangements, vehicular access arrangements, parking instructions and/or procedures at the client's Premises.
- 12.3. Format14CRM shall ensure that:
 - 12.3.1. where using Premises and equipment provided by the client they are kept properly secure and will comply and cooperate with the Authorised Representative of the client who shall give reasonable directions regarding the security of the same;
 - 12.3.2. only its Representatives duly authorised to enter upon the Premises for the purposes of providing the Service, do so;

13. Insurance

- 13.1. Format14CRM shall at its own cost take out and maintain the insurances listed at clause 13.1 (the "Required Insurances") and any other insurances required by Law with reputable insurers who are authorised by the Financial Conduct Authority to conduct insurance business or equivalent.
- 13.2. The Required Insurances referred to above are:
 - 13.2.1. public liability insurance with a limit of indemnity of not less than five million (£5,000,000) in relation to any one claim arising from the Service; and
 - 13.2.2. employer's liability insurance with a limit of indemnity of not less than five million (£5,000,000) in relation to any one claim arising from the Service;
 - 13.2.3. professional indemnity insurance with a limit of indemnity of not less than five million (£5,000,000) in relation to any one claim arising from the Service;

14. Liability

- 14.1. Subject to section 14.2 below, Format14CRM's maximum aggregate liability (including for its subcontractors) arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall be limited to the amount paid by Client to Format14CRM in the current year under this Agreement.
- 14.2. Nothing in this Agreement shall operate to exclude or restrict the liability of either Party for:
 - 14.2.1. death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors (as applicable);
 - 14.2.2. fraud or fraudulent misrepresentation by it or its employees deceit; or
 - 14.2.3. any other act or omission, liability for which may not be limited or excluded by Law.

15. Indemnities

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16. Confidentiality

- 16.1. Format14CRM shall not, subject to clause 15.2, during or after the termination of the contract use or disclose to anyone any Confidential Information relating to the client.
- 16.2. Clause 16.1 shall not apply to any disclosure of information:
 - 16.2.1. required by Law, provided that clause 17 shall apply to any disclosures required under the Information Laws;

- 16.2.2. that is reasonably required by persons engaged in the performance of party's obligations under this Contract;
- 16.2.3. where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 17.1;
- 16.2.4. by the client of any document to which it is a party and which the parties to this Contract have agreed contains no commercially sensitive information;
- 16.2.5. On or before the end of the Contract, Format14CRM shall ensure that all documents and/or computer records in its possession, custody or control which contain information relating to any of the client's Representatives or the Premises including any documents in the possession, custody or control of any sub-contractor, are delivered up to the client or securely destroyed.

17. Change Control

- 17.1. The Authorised Representatives of Format14CRM and of the Client shall meet at Format1CRM's offices or conduct a telephone conference call or face to face to be mutually agreed at least once every month to discuss matters relating to the Services and to review the working of the Contract.
- 17.2. If either party wishes to change the scope or execution of the services, it shall submit details of the requested change to the other in writing
- 17.3. If either party requests a change to the scope or execution of the services, Format14CRM shall, within a reasonable time, provide a written estimate to The client of:
 - 17.3.1. the likely time required to implement the change;
 - 17.3.2. any variations to Format14CRM's charges arising from the change; and
 - 17.3.3. any other impact of the change on the terms of the contract
- 17.4. If The client wishes Format 14CRM to proceed with the change, Format14CRM has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the terms of the Contract.

18. Assistance in legal proceedings

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19. Good faith

- 19.1. The parties shall, and shall procure that their Representatives shall, at all times in relation to the Contract and the performance of the Service, act reasonably and in good faith.
- 19.2. Except where expressly stated otherwise, any decision, agreement, request, consent, approval (including whether performance is to the satisfaction of a party), action or other step of a similar nature required to be taken by a party shall be taken reasonably and in good faith and it shall be reasonable to withhold or delay such decision, agreement et cetera on the grounds of non-compliance by the other party with Laws or, a materially adverse effect on the proper performance of the Service.

20. Non-Solicitation of Staff

- 20.1. The client will not during the contract or within 6 months after the end of the contract solicit or entice or endeavour to solicit or entice away any director, manager or servant of the Company or any associated company whether or not such person would commit any breach of his contract of employment by reason of leaving the service of such company, unless agreed with the company.

- 20.2. If a Force Majeure Event prevents either party from performing its obligations under the Contract in any material respect for a period of six (6) consecutive months then, provided the notification requirements set out in clause 26 (Force Majeure) have been met, without prejudice to any accrued rights or remedies under the Contract, either party may terminate the Contract by notice in writing to the other party having immediate effect.

21. Force Majeure

- 21.1. If any party is delayed in or prevented from performing any of its obligations under the Contract by a Force Majeure Event then, so long as that Force Majeure Event continues, that party shall be excused from performance of such obligations to the extent it is so delayed or prevented, and the time for performance of such obligation shall be delayed accordingly.
- 21.2. On the occurrence of a Force Majeure Event, the affected party shall notify the other party as soon as practicable. Such notification shall contain details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.
- 21.3. As soon as practicable following such notification, the parties shall consult each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the impact of the Force Majeure Event and facilitate continued performance of the Contract.
- 21.4. The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer delays or prevents the affected party from complying with its obligations under the Contract. Following such notification, the Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

22. Referral to Authorised Representatives

- 22.1. If any dispute arises out of or in connection with the Contract, the parties shall promptly notify each other of the matter in dispute ("Dispute"), which shall in the first instance be referred to the Authorised Representatives of the Parties who shall use all reasonable skill, care and diligence to ensure that they receive the views of all parties and considers all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 22.2. Where the Authorised Representatives do not achieve within 14 days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both parties shall meet promptly, and in any event within 21 days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.
- 22.3. Subject to clause 2, the provision of the Service and the payment of the Charges shall not be affected or suspended in the event of and during any Dispute.

23. Mediation

- 23.1. If within 30 days of notification of a Dispute the processes set out in clause 27 do not resolve such dispute to the satisfaction of both parties either party may refer any Dispute to a Mediator.
- 23.2. If the parties are unable to agree the appointment of such mediator within seven (7) Working Days of the request by either party for such an appointment then an appropriate expert (willing to act in that capacity hereunder) shall be appointed by the President of the Centre for Effective Dispute Resolution and the parties agree to accept such appointment.
- 23.3. Disputes shall be decided by such mediator in accordance with the latest Rules of Mediation of the Centre for Effective Dispute Resolution as in place at the time of the Dispute being referred to such Mediator, and costs shall be borne in such proportions as the mediator may determine to be fair and reasonable in all the circumstances or, if the
- 23.4. Nothing in this clause 22 shall prevent either party from applying to a court for interim measures.

24. Severance

- 24.1. If any provision or part of a provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

25. Third Party Rights

- 25.1. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that the Contract is not intended to, and does not, give to any person who is not a party to the Contract any rights to enforce any provisions contained in the Contract except for any person to whom the benefit of the Contract is assigned in accordance with clause 20 (Assignment).

26. Governing Law

- 26.1. This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

27. Survival

- 27.1. Termination of the Contract for any reason shall not affect the following clauses or Sections, which shall continue in force after such termination: clause -Format 14CRM's Obligations, clause (Fees), clause (Confidentiality), clause (Termination), clause (Dispute Resolution), clause (Notices), clause (Governing Law).

28. Notices

- 28.1. Any notice given hereunder shall be in writing and delivered by first class post to the relevant party at its address last known to the party giving the notice. Such notice shall be deemed received by the relevant party in the case of a notice sent by first class post two working days after it was posted.