

SUPPLY OF SERVICES CONTRACT

ORDER FORM

DATE: [DATE]

cantarus

Contract No:	[CONTRACT NUMBER]
Customer:	[COMPANY NAME] LIMITED (No. [NUMBER])
[Customer's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Supplier:	CANTARUS CRM LIMITED (No. 08462724)
Supplier's VAT number:	164 4379 91
[Supplier's representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS]
Services Start Date:	[DATE]
Services:	Discovery Services, as detailed in Schedule 1. ☐ Licences& Support Services, as detailed in Schedule 2. ☐ Implementation Services, as detailed in Schedule 3. ☐
Key Deliverables:	[DESCRIPTION], as detailed in Schedule 1. [DESCRIPTION], as detailed in Schedule 2. [DESCRIPTION], as detailed in Schedule 3.

Charges:	[SUMS], as further detailed in Schedule 2.
[Special terms:]	In the Standard Terms and Conditions:
Schedules:	Schedule 1 – Discovery Services. Schedule 2 – Licence and Support Services. Schedule 3 – Implementation Services. Schedule 2 – Charges. Schedule 5 – Service Level Agreement.

1. This Contract is made up of the following:

- (a) The Order Form.
- (b) The Standard Terms and Conditions.
- (c) The Service Level Agreement.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF CUSTOMER] Director

Signed by [NAME OF DIRECTOR]

for and on behalf of CANTARUS CRM LIMITED Director

CANTARUS CRM LIMITED – STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Order Form and Schedule 2.

Change Request: a request made by the Customer in writing to the Supplier for a change to one or more of the terms of this contract for the Change Request Fee.

Change Request Fee: the fee agreed in writing between the Supplier and the Customer in respect of any Change Request. **Conditions:** these terms and conditions set out in clause 1 to clause 10 (inclusive).

Consultancy Services: services of a dedicated Supplier consultant to be provided by the Supplier to the Customer pursuant to this contract, as described in Schedules 1, 2 and 3.

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Order Form, the Service Level Agreement, these Conditions and any Schedules.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and the Key Deliverables set out in the Order Form.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services: the services, including without limitation any Deliverables and Consultancy Services, to be provided by the Supplier pursuant to this Contract, as described in Schedule 1, 2 and 3.

Services Start Date: the day on which the Supplier is to start provision of the Services, as set out in the Order Form.

Supplier IPRs: all Intellectual Property Rights either subsisting in the Deliverables (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable to enable a Customer to receive and use the Services.

Third Party Software: any software used by the Supplier or the Customer in the delivery or use of the Services or Deliverables including, but not limited to, Microsoft Dynamics CRM.

- 1.2 A reference to **writing** or **written** includes email.

2. COMMENCEMENT AND TERM

- 2.1 This Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until either party gives to the other not less than 3 months' written notice to terminate, expiring on or after the first anniversary of the Services Start Date.
- 2.2 In the event the Customer terminates this Contract in accordance with clause 2.1 above before the end of the full Term, the Customer may be liable to pay the higher Implementation Charge as set out in Schedule 4.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with this Contract.
- 3.2 The Supplier will supply the Services selected by the Customer in the Order Form.
- 3.3 In supplying the Services, the Supplier shall:
- (a) perform the Services with reasonable care and skill;
 - (b) use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1, 2 and 3;
 - (c) use reasonable endeavours to provide the Services in accordance with the Service Level Agreement at Schedule 5;
 - (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
 - (e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of this Contract.

- 3.4 The Supplier shall use reasonable endeavours to meet the performance dates specified in the Schedules, but any such dates shall be estimates only and time shall not be of the essence of this Contract.
- 3.5 Where a Service is selected in the Order Form, its corresponding schedule(s) will be incorporated into this contract.
- 3.6 Where a Service has not been selected on the Order Form, the corresponding schedule(s) shall be specifically excluded for the purposes of this contract.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) comply with any third party licence obligations (as communicated by the Supplier from time to time) where such third party services form part of the Services;
 - (c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier; and
 - (d) provide, in a timely manner, such information as the Supplier may require, and ensure that it is accurate in all material respects.
 - (e) grant, to the Supplier or any of its licence wholesalers, delegated admin permission rights for use of the Customer's office 365 account; and
 - (f) permit the Supplier at all times to use the Customer's name and logo for marketing purposes.
- 4.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:
- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Charges despite any such prevention or delay; and
 - (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.
- 4.3 Subject to 4.2 above, in the event the Customer cancels or reschedules Consultancy Services (as set out in Schedules 1, 2 and 3) within the following notice periods the Customer shall be liable to pay for such Consultancy Services as follows:
- (a) 4 to 5 clear days' written notice: 50% of such day rate set out in the appropriate Schedule.

- (b) 3 clear days or less written notice: 100% of such day rate set out in the appropriate Schedule.

5. INTELLECTUAL PROPERTY

- 5.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 5.2 The Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of the Contract.
- 5.3 In the event of a termination of the Contract other than in the circumstances set out in 9.1 (being termination by the Supplier for the Customer's breach) and 9.2 below, the Supplier grants the Customer a fully paid-up, perpetual, worldwide, non-exclusive, royalty-free, licence to copy the Supplier IPRs for the purpose of receiving and using the Deliverables in the Customer's business post-termination of the Contract.
- 5.4 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Contract for the purpose of providing the Services to the Customer in accordance with this Contract.
- 5.5 The Customer shall keep the Supplier indemnified in full against any sums awarded by a court against the Supplier as a result of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.

6. CHARGES AND PAYMENT

- 6.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 6.
- 6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the intervals specified in Schedule 2. Each invoice shall include all reasonable supporting information required by the Customer.
- 6.4 The Customer shall pay each invoice due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 6.5 If the Customer fails to make any payment due to the Supplier under this Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 9:

- (a) the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- (b) the Supplier may suspend all Services until payment has been made in full.

6.6 All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.7 The Supplier may be required to revise the Charges set out at Schedule 4 from time to time on 30 days' written notice to the Customer. In the event the Customer does not consent to the revised Charges it may give notice to terminate this Contract pursuant to clause 2 above, and for the avoidance of doubt such termination shall be without any increased Implementation Charge as set out in Schedule 4.

6.8 The Customer must submit any Change Request in writing to the Supplier.

6.9 The Customer shall pay the Supplier for any Change Request as follows:

- (a) for Change Requests up to £5,000 (excluding VAT), the Customer shall pay an amount equal to the Change Request Fee on the date that such Change Request Fee is approved by the Supplier;
- (b) for Change Requests over £5,000 (excluding VAT) and not more than £15,000 (excluding VAT), the Customer shall pay 50% of the Change Request Fee on the date that such Change Request Fee is approved by the Supplier and 50% on completion of the Change Request.
- (c) for Change Requests over £15,000 (excluding VAT), the Customer shall pay 30% of the Change Request Fee on the date that such Change Request Fee is approved by the Supplier and 70% on completion of the Change Request.

6.10 Where a Change Request Fee is left unpaid by the Customer, the Supplier may refuse to enact any further Change Requests until such time that the Customer has paid the outstanding sums owed.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 7, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

- 7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.
- 7.3 Without prejudice to the generality of Clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 7.4 Without prejudice to the generality of Clause 7.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 7 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

7.5 The Customer does not consent to the Supplier appointing any third party processor of personal data under the Contract.

7.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

8. LIMITATION OF LIABILITY

8.1 Nothing in this Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

- 8.3 Subject to clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to amount of Charges paid to the Supplier by the Customer in the preceding 12 month period from the Services Start Date in respect of this Contract.
- 8.4 The Supplier shall not be liable to remedy or correct any Services or Deliverables in the event that Third Party Software required for the provision of such Services or Deliverables is varied or changed following delivery by the Supplier (including, but not limited to, updates, new versions, critical patches or availability of such Third Party Software).
- 8.5 The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party to this Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 9.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - (b) there is a change of Control of the Customer.

9.3 The Customer may cancel any part of a third party licence (where such licence has been provided for Microsoft services) by giving the Supplier 30 days' notice of the cancellation in writing. For monthly billed services, termination of charges will take effect at the end of the calendar month following the expiry of the 30 day notice period. For annually billed Services, termination of charges will take effect at the end of the billing period. Cancellation of third party licenses shall not affect the provision of Services or the Charges for such Services from the Supplier.

9.4 On termination of this Contract for whatever reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination; and
- (c) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. GENERAL

10.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Assignment and other dealings.**

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

10.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers,

representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

10.4 Entire agreement.

- (a) This Contract 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.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

10.5 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

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

10.8 Third party rights. No one other than a party to this agreement shall have any right to enforce any of its terms.

10.9 Governing law. This Contract, 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 law of England and Wales.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1 DISCOVERY SERVICES**1. DISCOVERY SERVICES**

[DETAILS OF THE SERVICES]

2. DISCOVERY DELIVERABLES

[DETAILS OF THE DELIVERABLES]

3. DISCOVERY CONSULTANCY SERVICES

[DETAILS OF ANY CONSULTANCY SERVICES THAT ARE ANCILLARY TO THE STANDARD SERVICES/DELIVERABLES]

4. OUT OF SCOPE SERVICES AND DELIVERABLES

[DETAILS OF THE SERVICES / DELIVERABLES THAT ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT]

SCHEDULE 2 LICENCES AND SUPPORT SERVICES**1. LICENCES AND SUPPORT SERVICES**

[DETAILS OF THE SERVICES]

2. LICENCES AND SUPPORT DELIVERABLES

[DETAILS OF THE DELIVERABLES]

3. LICENCES AND SUPPORT CONSULTANCY SERVICES

[DETAILS OF ANY CONSULTANCY SERVICES THAT ARE ANCILLARY TO THE STANDARD SERVICES/DELIVERABLES]

4. OUT OF SCOPE SERVICES AND DELIVERABLES

[DETAILS OF THE SERVICES / DELIVERABLES THAT ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT]

SCHEDULE 3 IMPLEMENTATION SERVICES

1. **IMPLEMENTATION SERVICES**

[DETAILS OF THE SERVICES]

2. **IMPLEMETATION DELIVERABLES**

[DETAILS OF THE DELIVERABLES]

3. **IMPLEMENTATION CONSULTANCY SERVICES**

[DETAILS OF ANY CONSULTANCY SERVICES THAT ARE ANCILLARY TO THE STANDARD SERVICES/DELIVERABLES]

4. **OUT OF SCOPE SERVICES AND DELIVERABLES**

[DETAILS OF THE SERVICES / DELIVERABLES THAT ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT]

SCHEDULE 4 CHARGES**1. CHARGES FOR THE SERVICES**

[DETAILS OF THE CHARGES / ONE-OFF SERVICES / MONTHLY CHARGES / ANNUAL CHARGES / ETC.]

[INSERT CHANGE REQUEST CALCULATION]

[SET OUT IMPLEMENTATION CHARGES FOR 3 YEARS AND CHARGE FOR EARLY TERMINATION (MUST MAKE SURE THEY ARE DETAILED AS DEFINED TERMS, i.e. WITH FIRST LETTER OF EACH WORD CAPITALISED: "Implementation Charge")]

***IMPLEMENTATION CHARGES**

Pursuant to clause 2.2 of the Standard Terms and Conditions of Business, if a Customer terminates this Contract before the end of the full Term (other than due to a breach by the Supplier or due to termination pursuant to clause 6.7 of the Standard Terms and Conditions of Business), the Supplier reserves the right to invoice the Customer at the prevailing higher Support melany.carrino@cantarus.com Charge set out above, payment terms of which shall be set out on the invoice to the Customer.

2. INVOICING ARRANGEMENTS

[DETAILS OF WHEN INVOICES ARE TO BE RAISED FOR THE SERVICES].

SCHEDULE 5 SERVICE LEVEL AGREEMENT

1. For the purposes of this document "support items" includes the software provided by the Supplier, but not any Third Party Software (including any Third Party Software services) including, but not limited to, Microsoft.
2. The Supplier shall provide support during office hours which are Monday to Friday 9.00am to 5.30pm, except bank holidays. Support calls outside standard support hours will be charged according to the Supplier's standard scale of charges, from time to time.
3. If the Customer at any time discovers any fault with the supported items it shall as soon as is reasonably practicable notify the Supplier of the same.
4. The Supplier shall use its reasonable endeavours to ensure that the fault is corrected within the category time scales referred to below using all reasonable care and skill.

Category timescales:

- **"Critical"**, shall be a fault which makes the support items (or any part thereof) unusable and which has a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business, and there is no manual workaround for the fault;
- **"Serious"**, shall be a fault in which the core function of the support items is significantly impaired;
- **"Moderate"** shall be a fault which is not Critical, Serious or Minor, i.e. faults that can easily worked round which do not have a material effect upon the functionality, accuracy or performance of any function upon which the Customer relies for the efficient conduct of the relevant part of its business; and
- **"Minor"** shall be a minor cosmetic or technical fault, which does not affect the accuracy or performance of the supported items and also questions about the setting up or use of the system.

The Supplier shall respond to faults notified to it by the Customer dependent on the category of fault reported in the following manner:

CRITICAL

The Supplier shall respond within two office hours (as defined above) and use its reasonable endeavours to fix the fault concerned within two working hours, in each case of notification (but in the event that the Supplier fails to achieve a two working hour fix, it will use its reasonable endeavours to achieve a fix as soon as possible thereafter). In providing a fix for Critical faults, the Supplier's first priority shall be to restore the support item's functionality to working order as soon as possible.

SERIOUS

The Supplier shall use its reasonable endeavours to respond to the notification within two office hours and to fix the fault concerned as fast as possible and in any event within four office hours of notification (but in the event that the Supplier fails to achieve a fix within this timescale, it will use reasonable endeavours to achieve a fix as soon as possible thereafter). In doing so the Supplier shall not be required to work outside normal office hours.

MODERATE

The Supplier shall use its reasonable endeavours to respond to the notification within two office hours and to fix the fault concerned as fast as possible and in any event within one Business Day of notification (but in the event that the Supplier fails to achieve a fix within this timescale, it will use reasonable endeavours to achieve a fix as soon as possible thereafter). In doing so the Supplier shall not be required to work outside normal office hours.

MINOR

The Supplier shall respond to the notification within two office hours and shall fix the fault within 6 months of notification (but in the event that the Supplier fails to achieve a fix within this timescale, it will use reasonable endeavours to achieve a fix as soon as possible thereafter). In doing so the Supplier shall not be required to work outside normal working hours.

5. The Customer acknowledges that the Supplier may provide a temporary, practical work around solution (as opposed to a permanent fix) for a fault; if the Supplier does provide a temporary work-around solution it will however use its reasonable endeavours to provide a permanent fix as soon as possible thereafter.
6. Immediately following such a software fault correction being completed, where applicable the Supplier shall deliver to the Customer the corrected version of the object code for the software, including documentation specifying the nature of the correction and providing instructions for the proper use of the corrected version of the software.