

DATED #####

(1) CDPSoft Limited

(2) #####

SOFTWARE SERVICES AGREEMENT

THIS AGREEMENT is made the [] day of [month and year].

BETWEEN:

- (1) CDPSoft Limited whose registered office is at [enter address] ("CDP") and
- (2) [Customer Name] whose registered office is [customer address] ("the Customer")

WHEREAS:

- (1) CDP is a provider of professional services for consultancy, project management, software implementation and configuration, training, software enhancements and data migration relating to the use of software it licenses to third parties.
- (2) The Customer wishes to appoint CDP as a provider of such services and CDP accepts such appointment on the terms set out below.

IT IS AGREED as follows:

1. Definitions

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

"Agreement"	this written agreement between CDP and the Customer consisting of these clauses and the attached Schedules.
"AI Functionality"	any part of the Licensed Programs that utilise Artificial Intelligence functionality or use third party services for Artificial Intelligence.
"Charges"	the charges set out in Schedule 2 (Charges);
"Client"	any individual whose data or information is stored or processed in the Licensed Programs;
"Client Data"	any data or information including Personal Data, relating to an individual person or Client that is stored or processed in the Licensed Programs and of which the Customer or any of its Group Companies is the Data Controller or any organisation on whose behalf the Client or any of its Group Companies provides services;
"Commencement Date"	is the [] day of [month and year];
"Delivery Date"	the date of delivery for the Works as set out in Schedule 1;
"Data Protection Laws"	the Data Protection Act 2018 (as amended), UK General Data Protection Regulation, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000

(SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended, Data (Use and Access) Act 2025, and all applicable laws and regulations relating to processing of personal data and privacy (including local), including where applicable the guidance and codes of practice issued by the Information Commissioner or other relevant supervisory authority all as amended, replaced or superseded from time to time;

“Equipment”	CDP’s servers in its hosted facility;
“GDPR”	The UK General Data Protection Regulation (GDPR);
“Intellectual Property Rights”	all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration or these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which CDP may be entitled;
"Law"	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply;
“Location”	the place where the Services will be performed;
“Licensed Program Materials”	the Licensed Programs, the Program Documentation and the Media;
“Licensed Programs”	the systems, applications and computer programs of CDP and updated versions thereof;
“Program Documentation”	the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Customer by CDP for aiding the use and application of the Licensed Programs;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Customer and “Regulatory Body” shall be construed accordingly.
"Services"	The professional services set out in Schedule 1 (Services);
“Software Licence Agreement”	The current valid licence between CDP and the Customer for the Customer to use the Licensed Program Materials;

"Staff"	all persons employed by CDP and Customer to perform its obligations under this Agreement together with CDP's or Customer's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Agreement;
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London;
"Works"	any output, result or product of the Services in any form of media delivered by CDP as part of the Services.

2. Agreement

- 2.1. In consideration of the payment of the Charges, CDP will supply the Services to the Customer subject to the terms and conditions contained in this Agreement.
- 2.2. CDP will supply the Services with reasonable care and skill in accordance with all applicable laws and regulations.

3. Payment

- 3.1. The Charges shall be paid by the Customer as provided in Schedule 2. CDP shall charge, and the customer shall pay for the reasonable preparation, analysis, review and evaluation required for CDP to supply the Services set out in Schedule 1.
- 3.2. The Charges payable under this Agreement are exclusive of any applicable VAT and other sales tax which shall be payable by the Customer at the rate and in the manner prescribed by law against submission of a valid tax invoice.
- 3.3. CDP will invoice the Customer for the Charges as specified in Schedule 2. The Charges are payable from Commencement Date of this Agreement.
- 3.4. Any charges payable by the Customer under this Agreement shall be paid within 30 days of the date of CDP's invoice.
- 3.5. CDP shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of Royal Bank of Scotland, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

4. Delivery

- 4.1. CDP will use reasonable endeavours to carry out the Services on the dates specified in Schedule 1 or as soon as is reasonably practicable thereafter subject to the Customer meeting all obligations under the Agreement including the timely availability of the Location if this is to be provided by the Customer.

5. Copying

- 5.1. No copies may be made of the Works without the prior written consent of the CDP.
- 5.2. The Customer undertakes not to translate, adapt, vary, modify or otherwise modify the Works without the Licensor's prior written consent.

6. Proprietary Rights

- 6.1. The Intellectual Property Rights of whatever nature in the Works or generated or created by the Works are and shall remain the property of CDP including any future

changes to the Works made in the performance of the Agreement. The Customer is granted a non-exclusive use licence for the Works for its own internal working practices and processes only and only within its own organisation unless expressly stated otherwise.

- 6.2. The Customer shall notify CDP immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Works by any person.

7. Intellectual Property Rights

7.1.

The Intellectual Property Rights of whatever nature in the Works or generated or created by the Works are and shall remain the property of CDP including any future changes to the Works made in the performance of the Agreement.

- 7.2. In consideration for payment of the Charges, and without prejudices to CDP's ownership of any Intellectual Property Rights in the Works (and in the absence of contrary licence terms notified by CDP to the Customer in writing) the Customer is granted a non-exclusive use licence for the Works for its own internal working practices and processes only and only within its own organisation unless expressly stated otherwise for so long as the Customer has a Software Licence Agreement with CDP. The Customer shall have no right to sell or otherwise disclose any of the Works, or Intellectual Property Rights contained in them, to any third party.

8. Liability

- 8.1. Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Works or the Services will be assumed by CDP and except as expressly provided in this Agreement all such warranties, conditions, undertaking and terms are excluded to the extent permitted by law.
- 8.2. CDP shall indemnify the Customer for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any Works supplied pursuant to this Agreement.
- 8.3. CDP will indemnify the Customer for direct damage to tangible property caused solely by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any Works supplied pursuant to this Agreement. CDP's total aggregate liability under this clause whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Agreement or any part thereof (including as a result of negligence) shall be limited to 100% (one hundred per cent) of the Charges made by the Customer to CDP in respect of that part of the Works.
- 8.4. Save in respect of claims for death or personal injury arising from CDP's negligence, in no event will CDP be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of CDP whether such damages were reasonably foreseeable or actually foreseen.
- 8.5. Except as provided above in the case of personal injury, death and damage to tangible property, CDP shall not have any liability to the Customer under this Agreement or otherwise for any cause whatsoever.
- 8.6. The parties acknowledge and agree that the limitations contained in this Clause 8 are reasonable in the light of all the circumstances.
- 8.7. The Customer's statutory rights as a consumer (if any) are not affected. All liability that is not expressly assumed in this Agreement is excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including

negligence or any other form of action. For the purposes of this clause, 'CDP' includes its employees, Sub-Contractors and suppliers who shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

- 8.8. The Customer shall indemnify CDP for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 8.9. The Customer will indemnify CDP against any losses incurred by CDP for any breach of Clause 2 or 6 by the Customer.
- 8.10. To the extent permitted by applicable law, CDP:
- (a) disclaims all other warranties with respect to the Services and the AI Functionality, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;
 - (b) makes no warranty that the Services and AI Functionality are error free or that its use will be uninterrupted and the Customer acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement;
 - (c) does not give any warranty in respect of third party products used in connection with the Services. CDP will pass on to the Customer the benefit of any third party warranty supplied by a third party manufacturer or supplier.
- 8.11. Save in respect of claims for death or personal injury arising from CDP's negligence, in no event will CDP be liable for any damages resulting from loss of data or use, use or reliance on the AI Functionality including any form of input or output, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of CDP whether such damages were reasonably foreseeable or actually foreseen.

9. Customer Obligations

9.1. The Customer undertakes to:

- (a) ensure that its employees and other independent contractors co-operate reasonably with CDP and its employees in supplying the Services;
- (b) promptly furnish CDP with all information and documents, and such suitable employees or other contractors of sufficient skill and experience as reasonably required by CDP for the supply of the Services; and
- (c) make available free of charge, access to its premises and facilities (subject to reasonable safety and security requirements), and provide such suitable accommodation for CDP employees on its premises, as may be required by CDP to enable the supply of the Services.

9.2. The availability of the AI Functionality for Use by the Customer in connection with the Services is at CDP's sole discretion. When available, the Use of AI Functionality is entirely at the risk and discretion of the Customer. The Customer shall bear full responsibility for the appropriateness, accuracy, utility and reliability of the AI Functionality including but not limited to generated content, transcription accuracy, recommendations and all other input or output. The Customer shall bear full

responsibility for any legal or regulatory compliance relating to the use of AI Functionality by the Customer and shall implement working practices to ensure comprehensive human level scrutiny of all input and output of AI Functionality and oversight of its Use.

- 9.3. The Customer shall indemnify CDP for any third-party claims relating to the use of AI Functionality by the Customer.

10. Confidential Information

- 10.1. Both parties to this Agreement undertake, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential, including, without limitation, information contained or embodied in the Licensed Program Materials, the Works and other information supplied by the Customer or CDP (in this Agreement collectively referred to as 'the Information') with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 10.2. Both parties shall not without the prior written consent of the other party divulge any part of the Information to any person except:
- (a) to their own employees and then only to those employees who need to know the same;
 - (b) to either party's auditors, an officer of Inland Revenue, an officer of HM Customs and Excise, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
 - (c) any person who is for the time being appointed by either party to maintain the equipment on which the Licensed Programs are for the time being used (in accordance with the terms of the Software Licence Agreement) and then only to the extent necessary to enable such person to properly maintain the Equipment.
- 10.3. Both parties undertake to ensure that persons and bodies referred to in Clause 10.2 are made aware before the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.
- 10.4. Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 10.5. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination or expiry of the Software Licence Agreement or this Agreement.

11. Termination

11.1.CDP may terminate this Agreement forthwith on giving notice in writing to the Customer if:

- (a) the Customer commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from CDP to do so, to remedy the breach (such request to contain a warning of CDP's intention to terminate); or
- (b) the Customer fails to pay the Charges within 60 days of the date of CDP's invoice; or
- (c) for any reason at its sole discretion provided it is at least 7 days prior to the Delivery Date.

11.2.CDP may terminate this Agreement with immediate effect upon written notice if CDP determines at its sole discretion that a serious conflict of interests exists or may develop between CDP and the Customer.

11.3.Save as expressly provided in Clause 11.1 and 11.2 or elsewhere in this Agreement the Agreement may not be terminated.

11.4.Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

12. Data Protection

12.1.For the purposes of this Clause 12, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meanings prescribed under the Data Protection Laws. With respect to the Parties' rights and obligations under the Agreement, the parties agree that the Customer is the Data Controller or Data Processor and that CDP is a Data Processor (and sub-processor) of the Customer in relation to the Client Data.

12.2.Each Party warrants and undertakes to the other that it: i) shall, in connection with this Agreement, comply with the provisions of the Data Protection Act Laws, any modification, consolidation or re-enactment thereof, ii) shall not perform its obligations under this Agreement in such a way to cause the other party to breach its obligations and the Data Protection Laws, and iii) that all Client Data Processed by CDP under this Agreement shall be in accordance with the reasonable instructions of the Customer (which may be specific instructions or instructions of a general nature). For the avoidance of doubt, the GDPR is considered to be included within the provisions of this clause and the definition of Data Protection Laws and nothing in this Agreement shall relieve CDP of any of its responsibilities or liabilities arising or existing under the Data Protection Laws (including GDPR).

12.3.Each Party shall indemnify the other Party against any reasonable losses, liabilities and costs which it suffers solely and directly as a result of a breach of this Clause 12 or from any breach of the Data Protection Laws. This obligation shall survive the termination or expiry of this Agreement.

13. Interpretation

13.1. In this Agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;

- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- (e) reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- (f) the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- (g) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- (h) any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (i) any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

13.2. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any schedule, the provision in the body of this Agreement shall take precedence.

14. Agency, Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

15. Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

16. Announcements

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

17. Assignment

17.1. This Agreement is personal to the parties and, subject to Clause 17.2 below, neither this Agreement nor any rights, licences or obligations under it, may be assigned by either party without the prior written approval of the other party.

17.2. Notwithstanding the foregoing, either party may assign, novate or otherwise transfer this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement.

18. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far

as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement and that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

19. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

19.1. any costs arising from such delay shall be borne by the party incurring the same;

19.2. either party may, if such delay continues for more than 10 weeks, terminate this Agreement forthwith giving notice in writing to the other by reason of such termination.

20. Notices

20.1. All notices under this Agreement shall be in writing.

20.2. Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- (b) when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
- (c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- (d) on the tenth business day following mailing, if mailed by airmail, postage prepaid,

in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

21. Schedules

The provisions of Schedules 1- 3 shall form part of this Agreement as if set out here.

22. Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

23. Successors and Assignees

23.1. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

23.2. In this Agreement references to a party include references to a person:

- (a) who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or

- (b) who, as administrator, liquidator or otherwise, is entitled to exercise those rights,
- (c) and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

24. Waiver

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

25. Counterparts

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Agreement.

26. Subcontracting

26.1. With the prior written consent of CDP the Customer may perform any or all of its obligations under this Agreement through agents or Sub-Contractors, provided that the Customer shall remain liable for such performance and shall indemnify CDP against any loss or damage suffered by CDP arising from any act or omission of such agents or Sub-Contractors.

26.2. Subcontracting shall not relieve the Customer of its obligations under this Agreement. The Customer shall remain solely liable for their agents or sub-contractors.

27. Language

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

28. Costs and Expenses

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

29. Set-off

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

30. Third Parties

Subject to clause 8.7 above, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

31. Proper Law and Jurisdiction

31.1. This Agreement and all matters arising from it and any dispute resolutions referred to

below shall be governed by and construed in accordance with English law notwithstanding the conflict of law provisions and other mandatory legal provisions save that:

- (a) CDP shall have the right to sue to recover its fees in any jurisdiction in which the Customer is operating or has assets; and
- (b) CDP shall have the right to sue for breach of its intellectual property rights and other proprietary information and trade secrets ('IPR') (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its IPR might be taking place. For the avoidance of doubt, the place of performance of this Agreement is agreed by the parties to be England.

31.2. Each party recognises that the other party's business relies upon the protection of its IPR and that in the event of a breach or threatened breach of IPR, the other party will be caused irreparable damage and such other party may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its IPR.

31.3. With respect to all other disputes which are not IPR related pursuant to Clauses 31.1 and 31.2 above and its special rules the following procedures in Clauses 31.4 to 31.5 shall apply. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties ('representatives') shall meet in person or communicate by telephone within 5 business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 5 business days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies as provided below.

31.4. If the parties cannot resolve a dispute in accordance with the procedure in Clause 31.3 above, then they shall with the assistance of the Centre for Effective Dispute Resolution ('CEDR'), seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution ('ADR') procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the matter shall be settled in accordance with the procedure below.

31.5. If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.

32. Non-poaching of Staff

The Customer covenants with CDP that it shall not either during the term of this Agreement or within a period of 6 months thereafter directly or indirectly entice away or endeavour to entice away from CDP any person who has during the previous 12 months been employed by CDP to perform this Agreement.

33. Compliance with Relevant Law

Both parties will comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

[enter signatory]
for and on behalf of **CDPSoft LIMITED**

AND

SIGNED by

Name:

Title:

for and on behalf of []

SCHEDULE 1

The Services

The Services the Customer has appointed CDP to provide.

Description/Scope of Services

Dependencies and Assumptions

Excluded Tasks

Customer Responsibility

Unless expressly stated in this Agreement, the following are the responsibility of the Customer at all times:

SCHEDULE 2 Charges

Description and Units	Total Cost (excluding VAT)

VAT is charged at the prevailing rate.

The Charges include:

- []
- Pricing is based on CDP's products as is and as varied by CDP from time to time at its sole discretion.

Notes on Charges and Scope:

- Anything not expressly stated in this Agreement as an included Task is considered an excluded task.
- Use of credit, token or other usage based fees in the AI Functionality shall be solely the responsibility of the Customer. Such fees will be charged to the Customer by CDP in addition to other fees set out in the Agreement. If CDP permits the Customer to connect and utilise the Customer's own third party AI service accounts, the Customer shall remain solely responsible for all charges incurred by the third party accounts via, or related to, the AI Functionality and Services.
- The Services are subject to an agreed specification of requirements.
- The Services are delivered remotely unless otherwise agreed.
- Training delivered by CDP is via virtual collaboration conferencing applications.
- In the event CDP agrees to provide any services or work at the Customer's premises, or premises arranged by the Customer, travel and expenses are charged at cost +5% administration fee.

Payment

- Charges are payable in full on commencement of the Agreement.

SCHEDULE 3
CDP Team and Escalation

The Single Point of Contact for the Customer shall be:

[Name]
Senior Business Consultant

T:
M:
E:

For project, commercial and contractual issues, the Customer should contact:

[Name]
Senior Manager

T:
M:
E: