

Open Systems Lab

Digital Planning

Support Services

Agreement

This agreement is made between the Customer [[Name](#)] and the Supplier (Open Systems Lab) as a provider of research, design, development and strategic consultancy.

Schedule 1

Customer	
Start date	
End date	
Services	
Location	
Customer systems	
Customer responsibilities	
Intellectual property	e.g Open Source
Warranties	
Insurance	
Payment method	
Fee	

1. Definitions

1.1. "Team" refers to all members, employees, or self-employed contractors or associates of Open Systems Lab (including corporate entities) engaged in providing Services.

1.2. "Output" includes any text, images, knowhow, designs, software code, or other materials created, provided, or supplied by the Open Systems Lab Team to the Customer in the provision of Services.

1.3. "Project" means the work carried out that is covered by this Agreement.

1.4. "Support Services" encompass the services included within the Support Fee as detailed in Schedule 1.

1.5. "Services Specification" outlines the services to be provided by Open Systems Lab to the Customer as outlined in Schedule 1.

1.6. "Support Fees" represent the fees payable for the Support Services (excluding other Services) as set out in this agreement.

1.7. "Supported Software" denotes PlanX, and any other systems and software described in Schedule 1.

2. Services

2.1. Open Systems Lab will provide the Services to the Customer as specified in Schedule 1. Open Systems Lab does not undertake to maintain or update the outputs unless specifically agreed upon with the Customer.

2.2. Open Systems Lab is not obligated to provide any support services related to the Customer's use of the outputs other than those described in Schedule 1.

2.3. The Customer agrees to use the Supported Software as per the provided documentation, manuals, or advice from Open Systems Lab.

2.4. Open Systems Lab may provide assistance for errors or faults under clause 2.2 above, but may charge its standard rates for such Services.

3. Obligations of the Customer

3.1. The Customer shall:

3.1.1. comply with Open Systems Lab's reasonable directions regarding the Supported Software;

3.1.2. use the Supported Software in accordance with provided manuals or advice;

3.1.3. employ trained and competent personnel to operate the Supported Software;

3.1.4. provide access to its staff familiar with user and Customer operations;

3.1.5. promptly notify Open Systems Lab of any issues with the Supported Software;

3.1.6. allow access to the Customer's premises as required for providing the Services;

3.1.7. not modify the Supported Software without Open Systems Lab's prior approval, unless licenced to do so under the terms of another licence (for example, an open source licence)

3.1.8. Comply with their responsibilities as described in Schedule 1 of this agreement.

4. Term

4.1. The services commence on the start date and continue until the end date unless terminated by either party.

5. Payment

5.1 The Supplier will invoice the Customer for the Fees on the Start Date, unless requested to do so by the Customer earlier.

5.2 All invoices will be paid by the Customer within 30 days of receipt of the invoice.

5.3 Time for payment by the Buyer is of essence for the Agreement. Without prejudice to any other rights or remedy that The Supplier may have, if the Buyer fails to make any payment as it falls due:

5.3.1 The Supplier may charge interest on the unpaid amount at a rate of [4]% p.a. above the Bank of England base rate, accruing on a daily basis and being compounded quarterly, incurring from the due date for payment until payment is made, whether before or after any judgement; and/or

5.3.2 The Supplier may suspend all Services and access until payment is made in full. All payments of Fees to The Supplier must be made without deduction or set-off.

5.4. The Supplier must add VAT to the Fee at the appropriate rate with visibility of the amount as a separate line item.

6. Warranty

6.1. The Supplier warrants that all services will be carried out with reasonable care and skill by qualified personnel.

6.2. The Customer is responsible for ensuring the Outputs and Services meet its requirements.

6.3. Except as expressly provided in Schedule 1 of this Agreement, no warranty, condition, or guarantee, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Services and Outputs is given or assumed by the Supplier and all such warranties, conditions, undertakings and terms are hereby excluded.

6.4. The Customer hereby agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that the Supplier will remedy such non-conformance (either by itself or through a third party) and if in the Supplier's reasonable opinion, it is unable to remedy such non-conformance, The Supplier will refund:

6.4.1 In cases where the Services were carried out over more than one year, the sum of all Fees for work carried out in that year or

6.4.2 In cases where the Services were carried out within a single year, the entire Fee.

6.4.3 In case of such a refund, this Agreement shall immediately terminate upon payment of that refund.

6.5. Open Systems Lab will endeavour to correct errors in the Outputs but does not guarantee correction.

6.6. In order to benefit from the remedy above, the Customer must promptly notify Open Systems Lab of any non-conformance within 6 months of the End Date or the termination of this agreement.

7. Intellectual property ("IP")

7.1 All IP rights in any pre-existing work or materials created before the project which are used in the output or with the output shall remain the property of its owner.

7.2 All IP rights in the Outputs shall be dealt with as follows:

7.2.1 IP Rights in the Outputs shall vest in the Supplier. The Supplier grants to the Customer a perpetual, non-exclusive, royalty-free transferable licence to use the Outputs for any purpose.

7.2.2 In the event that the Customer fails to pay fees or otherwise breaches the terms of this agreement, the Supplier may terminate this licence immediately with the termination of this agreement, and request the deletion of all copies of the Outputs.

8. Liability

8.1 This clause sets out The Supplier's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer: arising under or in connection with this Agreement.

8.2 Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for its use of the Outputs, and for the results of, or conclusions drawn from, such use.

8.3 The Supplier will have no liability for any damage caused by errors or omissions in any Outputs.

8.4 The Customer acknowledges that it is responsible for verifying the accuracy and fitness for purpose of all Outputs before using them, including satisfying themselves that it is accurate, fit for purpose, lawful and not libellous or harmful.

8.5 The Supplier does not take responsibility for moderating, monitoring, modifying or amending any content created by the Customer and/or its users and the Supplier disclaims all liability in respect of the same.

8.6 The Services and Outputs are provided "as is" to the fullest extent permissible pursuant to applicable law. Save as set out in this Agreement, The Supplier disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use. Save as set out in this Agreement, The Supplier specifically disclaims any warranty:

8.7 Nothing in this Agreement excludes the liability of The Supplier:

8.7.1 for death or personal injury caused by The Supplier's negligence;
for fraud or fraudulent misrepresentation; or

8.7.2 any statutory liability not capable of limitation.

8.8 Unless expressly stated otherwise in this agreement, the Supplier will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement.

8.9 The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to **125%** of the Charges payable by the Buyer to the Supplier during the Term.

The annual total liability of the Supplier for all other Defaults will not exceed **125%** of the Charges payable by the Buyer to the Supplier during the Contract Term.

8.10 The Supplier shall hold sufficient insurance to the level set out in Schedule 1.

9. Termination

9.1 Either party may end this Contract at any time by giving 30 days' written notice to the other. The Supplier's obligation to provide the Services will end on the date in the

notice. In the event of such termination, the Supplier shall refund to the Customer the unused portion of any fees paid by the Customer for services not yet rendered, calculated on a pro-rata basis over the remaining duration of the contract term. The refund shall be processed within 30 days from the effective date of termination.

9.2 In the event that the Customer terminates this agreement, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

9.3 The Customer will have the right to end this Agreement at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

9.3.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Customer, be remedied

9.3.2 any fraud

9.4 This Agreement can be terminated by either party if the other party:

9.4.1 is in material breach of this Agreement and (if remediable) fails to remedy such breach within 14 days of a written request notice from the other party to do so; or

9.4.2 ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.

9.5 Any termination is without prejudice to either party's accrued rights or remedies.

9.6 On termination of this Agreement for any reason:

9.7 1 all revocable licences granted under this Agreement will immediately terminate.

9.7.2 The accrued rights and remedies of the parties, clauses that expressly survive the termination of this agreement, and any other agreements between the Buyer and any Applicant, will survive termination of this Agreement for any reason.

9.8 If this agreement is terminated by the Supplier due to a breach of this agreement or insolvency, no refund of the Fee shall be due.

10. Publicity

10.1 Each party can refer to the other as its Customer or Supplier in any of its marketing materials, including on its website or marketing pitch documentation, including by use of the other party's trademark provided it is used in such a way that would not reasonably be construed as likely to cause confusion, or intended to misrepresent the other party.

11. Confidentiality & data protection

11.1 The parties agree to treat as confidential all information supplied under this agreement that is designated as confidential, or by its nature would reasonably be expected to be treated as confidential. This clause shall not apply to information that was already in the possession of the parties before this agreement was formed, or that is already public knowledge, or becomes public knowledge at a later date (other than as a result of a breach of this clause).

11.2 The parties agree to comply with the provisions of the Data Protection Act 1998 and any related legislation wherever relevant to the Project.

12. Force majeure

12.1 No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement, if that failure results from circumstances beyond its reasonable control.

13. Waiver

13.1 A waiver of any right under this Agreement is only effective if it is agreed in writing.

14. Severance

14.1 If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force.

15. Entire agreement

15.1 This Agreement constitutes the whole agreement between the parties and supersedes any previous agreement between them.

16. Assignment

16.1 Neither party will assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of the other party.

17. Third party rights

17.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. Notices

18.1 Any notice required to be given under this Agreement will be in writing and will be sent by email to the contact email address set out in the Engagement Letter.

18.2 Notices will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9am on the first Business Day following despatch).

19. Governing law and jurisdiction

19.1 This Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.