

MASTER SERVICES AGREEMENT

This Agreement is made on **XXXXXX** ("Effective Date") between:

Velociti Solutions Limited, Company No. 02091108 whose registered address is 20 Harris Business Park, Hanbury Road, Bromsgrove, B60 4DJ ("**Velociti**"); and

Customer Name, Company Number **XXXX** whose registered office is **XXXXXXXXXXXXXX** (the "**Customer**")

This Agreement and all Statement of Works made under it set out the basis upon which you (the "**Customer**") agree to engage Velociti Solutions Ltd ("**Velociti**") in relation to the supply of software and related maintenance and consultancy services. In the event of a conflict between this Agreement and any Statement of Work, the Statement of Work shall take precedence.

Please sign below to confirm your acceptance of this Agreement.

Signed:	Signed:
On behalf of Velociti Solutions Limited	On behalf of Customer name
Print name:	Print name:
Date Signed:	Date Signed:

1. DEFINITIONS

1.1. In this Agreement the following words shall have the following meanings:

"Charges"	the charges for the Software and Services set out in any Statement of Work
"Confidential Information"	any information which one party receives from the other party or obtains about the other party in carrying out its obligations under this Agreement or in the negotiations leading up to this Agreement including, without limitation, any of the other party's business, financial, technical or commercial information and any information relating to customers or staff of the other party
"Customer Materials"	all information, data, documents, graphics, images (moving or still), designs, text, literary or artistic work, music, broadcasts (sound and/or visual), software and other materials provided by the Customer to Velociti
"Data Protection Legislation"	means the European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2018; any other existing or future law, directive or regulation (anywhere in the world) relating to the Processing of Personal Data or privacy, to which Velociti is subject
"Data Controller", "Data Processor", "Data Subject", "Processing" and "Personal Data"	have the meanings given to those expressions or any equivalent or corresponding expressions in the Data Protection Legislation
"Deliverables"	the deliverables specified in any Statement of Work
"Intellectual Property Rights"	any copyrights, trade or service marks (whether registered or unregistered), design rights, registered designs, database rights, patents, any other intellectual property rights and any other rights similar or analogous to the above in any jurisdiction (whether now existing or coming into existence at a later date) and any applications for any of the above
"Services"	the services and delivery of any Deliverable specified in any Statement of Work
"Software"	the software to be supplied by Velociti under this Agreement and any Statement of Work, and all further modifications, updates, revisions, developments and enhancements to that software made available to the Customer from time to time under this Agreement or any Statement of Work
"Specification"	any specification of any Software, Services or Deliverables specified in any Statement of Work
"Statement of Work"	a document substantially in the form set out in Schedule 1 which, the parties shall complete to request the performance of any Services or delivery of any Deliverables by Velociti

"Timetable"	any timetable for the provision of Software, Services or Deliverables set out in any Statement of Work
"Variation"	a variation substantially in the form set out in Schedule 2, completed in accordance with Clause 13.1, as amended by any subsequent Variation referring to this Agreement

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision. Any phrase introduced by the words "including", "includes", "in particular" or "for example", or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2. TERM

- 2.1. Unless terminated in accordance with Clause 8, this Agreement will begin on the Effective Date and continue for a period of five (5) years in relation to the provision of the Software and the Services by Velociti to the Customer as set out in this Agreement and any Statement of Work.
- 2.2. Velociti shall not be obliged to provide any Software or Services, and the Customer shall not be obliged to pay for any Software or Services, unless they are the subject of a Statement of Work signed on behalf of both Velociti and the Customer.

3. SOFTWARE AND SERVICES TO BE PROVIDED BY VELOCITI

- 3.1. From the Effective Date, Velociti will provide the Software and Services to the Customer on the terms and conditions of this Agreement and any Statement of Work, using its reasonable endeavours and in accordance with good industry practice. The Customer acknowledges that any deadlines stated in any Timetable or otherwise in relation to the performance of the Services or the delivery of any Deliverable shall be indicative only, and time shall not be of the essence. Velociti will use reasonable efforts to meet any such deadlines but shall not be liable for any losses arising from any failure to do so. The Customer acknowledges that the Timetable may be dependent upon the decisions and actions of third parties outside of Velociti's control, and that the Timetable may be revised by Velociti (without additional cost or liability to Velociti) to accommodate any delays caused by such third parties.
- 3.2. Velociti will not incur any expenditure in the name of or for the account of the Customer or enter any commitment on behalf of the Customer.
- 3.3. Velociti will not be liable to the Customer for any delay or failure to carry out part or all of its obligations to the extent that such failure arises as the result of the Customer's failure to perform any of its obligations under this Agreement.

The Customer shall be liable to Velociti for any additional costs that Velociti may reasonably incur because of any such failure by the Customer.

4. THE CUSTOMER'S OBLIGATIONS

- 4.1. The Customer will give Velociti access to its Confidential Information, personnel, records and other material as Velociti may reasonably require to enable Velociti to fulfil its obligations under this Agreement and any Statement of Work, provided that the Customer shall only be required to provide such access during its normal business hours.

5. PAYMENT

- 5.1. The Customer will pay Velociti the Charges within 30 days of the date of each invoice. Unless specified elsewhere in this Agreement or in any Work Order, Velociti shall issue invoices monthly for work carried out and expenses incurred in the preceding month. Velociti reserves the right to charge interest for any late payments at 4% above the prevailing Bank of England base rate.
- 5.2. If the Customer fails to pay any undisputed invoice by the due date, Velociti may upon giving 5 working days written notice, suspend access to the system and Services, and disable access to Software licenced under this Agreement. Suspension shall not relieve the Customer of its payments obligations and full access will be restored upon final settlement of all outstanding amounts. Velociti will not be liable for any loss or damage incurred by the Customer as a result of suspension in accordance with this clause.
- 5.3. Velociti reserves the right to increase the annual fee for the Software Maintenance Services and the Software Hosting Services and Licence Fee by a reasonable amount for each additional 12-month period
- 5.4. All Charges are exclusive of VAT.
- 5.5. The Customer will also pay Velociti's reasonable travel, accommodation and subsistence expenses properly incurred by Velociti's staff in carrying out its obligations under this Agreement, provided that the Customer has approved any such expenditure in writing before it is incurred (or in advance in the relevant Statement of Work).
- 5.6. In the absence of any agreement regarding the Charges or any other fees payable to Velociti for the provision of the Software or Services, Velociti shall be entitled to charge on a time and materials basis at its standard rates in force at the relevant time.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Subject to the Customer's compliance with the terms of this Agreement, Velociti grants to the Customer a non-exclusive, non-sublicensable, non-transferable licence to use the Software and any Deliverables for its own internal business purposes only. Velociti shall retain the Intellectual Property Rights in the Software and in the Deliverables unless otherwise specified in the relevant Statement of Work.
- 6.2. Provided it does not breach Clause 9 below, Velociti may re-use and incorporate in other work or products any know-how, techniques, methodologies and generic material (that is material not specific to the Customer) which Velociti uses in producing or includes in providing the Software, Services and the Deliverables.

- 6.3. The Customer grants Velociti a non-exclusive, non-transferable licence to use and copy the Customer Materials for the sole purpose of providing the Software and the Services to the Customer, but not for any other purpose. Save as set out above, Velociti will not acquire any right, title or interest in any of the Customer Materials.

7. WARRANTIES AND LIABILITY

- 7.1. Velociti undertakes and warrants to the Customer that:
- 7.1.1. the Services will be performed in a timely, satisfactory and professional manner by appropriately trained, skilled and qualified people and Velociti's employees and contractors will use all reasonable skill and care in performing this Agreement or any Statement of Work;
 - 7.1.2. the Software and the Deliverables will not infringe any Intellectual Property Rights or any other rights of any third party and the Customer's possession, copying and use of the Software and the Deliverables in accordance with the instructions of Velociti will not infringe the Intellectual Property Rights or any other rights of any third party;
 - 7.1.3. Velociti has authority to enter into this Agreement and has, and whilst this Agreement continues will have, all rights, authorisations, materials, infrastructure, licences and personnel necessary to enable Velociti to perform its obligations and the Services in accordance with this Agreement and any Statement of Work; and
 - 7.1.4. Velociti will carry out the Services in accordance with all applicable laws and regulations.
- 7.2. Subject to Clause 7.3, Velociti will indemnify the Customer against all and any losses, liabilities, costs, expenses and damages incurred by the Customer as a result of, or arising from, any claim upheld by a court of competent jurisdiction that the Deliverables or the Software infringe any Intellectual Property Right or any other right of any third party. This indemnity will survive the termination or expiry of this Agreement and continue indefinitely.
- 7.3. The liability which Velociti shall owe to the Customer in respect of all claims under this Agreement and any Statement of Work shall not, in total, exceed the Charges paid by the Customer in the 12 months preceding the date of any claim. This Clause will survive the expiry or termination of this Agreement and will continue indefinitely.
- 7.4. Velociti shall not in any circumstances be liable for (i) any form of pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any indirect, consequential, special or punitive loss, whether direct, indirect or consequential; (ii) any cost, losses or delays arising from a failure on the part of any third party service provider (e.g. cloud hosting service providers); or (iii) any costs, damages, fines, losses or delays arising from any third party malware, virus, worm, or anything other malicious software that might disrupt, disable, harm or impede the operation of any of Customer's information systems, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorized person to gain access to, any information system or any software, data or file on it.
- 7.5. The Customer agrees that the limitations on liability in this Agreement are reasonable, given the Parties' respective commercial positions and the Customer's option to purchase appropriate insurance in respect of arising risks.
- 7.6. If the Customer fails for any reason to meet their obligations under this Agreement or any Statement of Work, the Customer shall indemnify Velociti against any loss, damage or other cost of whatsoever nature suffered or incurred by Velociti reasonably relating to that failure on the part of the Customer.

8. TERMINATION

- 8.1. Either party may terminate this Agreement or any Statement of Work by giving the other party notice in writing if the other party:
- 8.1.1. is in material breach of its obligations under this Agreement and, if that breach is capable of remedy, it has failed to remedy that breach within 15 working days after receipt of notice to the effect that it is in breach and that the breach must be remedied; or
 - 8.1.2. is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets, or if a petition is presented or an order is made by a court of competent jurisdiction or resolution is passed for the winding up of the other party (other than for the purpose of a bona fide solvent reconstruction or amalgamation) or any similar circumstances arise in any jurisdiction.
 - 8.1.3. If the Customer fails to make any payment (payable under this Agreement) by the due date and provided notice has been given by Velociti, if Customer fails to pay within a further 14 day period after the due date, then Velociti shall be entitled to terminate this Agreement by giving 14 days written notice to Customer
- 8.2. Subject to Clause 8.4, on expiry or termination of this Agreement (for any reason):
- 8.2.1. Velociti shall cease to be obliged to provide the Software and Deliverables under this Agreement; and
 - 8.2.2. the Customer's right to use the Software and Deliverables granted under this Agreement shall cease.
- 8.3. The expiry or termination of this Agreement (for any reason) will be without prejudice to the rights and remedies each party may have under this Agreement or at law, and it will not affect any accrued rights or liabilities of either party nor the coming into or the continuance in force of any provision which is expressly, or by implication, intended to come into or to continue in force on or after expiry or termination
- 8.4. Termination or expiry of this Master Services Agreement shall not affect the validity of any Statements of Work placed and accepted by the parties prior to the effective date of termination or expiry. Such Statements of Work shall remain binding on the parties and shall be fulfilled in accordance with the terms of this Agreement and Statement of Work.

9. CONFIDENTIALITY

- 9.1. Each party will keep the other's Confidential Information confidential and will not (except in accordance with Clause 9.2 or 9.3) disclose any part of that Confidential Information to anyone without first obtaining the other party's written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement. Each party will use the same degree of care as it uses to protect its own confidential information, but no less than reasonable care, to prevent the unauthorised use, dissemination or publication of the other's Confidential Information.
- 9.2. Neither party will use any of the other's Confidential Information for any purpose except to carry out its obligations or exercise its rights under this Agreement and any Statement of Work, and it will not use, reproduce, disclose or exploit

the other's Confidential Information for its own benefit or for the benefit of anyone else without first obtaining the written consent of the other party.

9.3. Each party may disclose the other's Confidential Information to its officers, employees or individual consultants who have a need to know that Confidential Information in order to carry out obligations or exercise rights under this Agreement, provided that those people are obliged by a written agreement to protect the confidentiality of the other party's Confidential Information.

9.4. The obligations contained in Clauses 9.1, 9.2 and 9.3 do not apply to information that:

9.4.1. the recipient can prove was in its possession, free from any restriction on use or disclosure, before it was received from the other party;

9.4.2. is trivial or obvious, or by its nature is not confidential;

9.4.3. is in or comes into the public domain (except through the recipient's breach or negligence; or

9.4.4. is required to be disclosed by applicable law or order of a court of competent jurisdiction or government department or agency provided that prior to such disclosure the recipient consults the other party as to the proposed form, nature and purpose of the disclosure.

9.5. Clause 9 will survive the expiry or termination of this Agreement and will continue indefinitely.

10. NOTICES

10.1. Any notice given by either party to the other under this Agreement must be in writing and may be delivered personally or sent by first class post (if posted from the same country as that in which the delivery address is situated), airmail post or by email to the contact details on the first page of this Agreement.

10.2. All notices must be sent to the address or email address of the recipient set out on the first page of this Agreement, or to such other address as the intended recipient may by notice given in accordance with this clause 10 give to the other party.

10.3. Any notice delivered personally will be deemed to have been received when delivered; any notice sent by first class post (if posted from the same country as that in which the delivery address is situated) will be deemed to have been received 24 hours after posting; any notice sent by airmail post will be deemed to have been received 72 hours after posting, and any notice sent by email will be deemed to have been received at the time of its transmission.

11. ASSIGNMENT AND SUBCONTRACTING

11.1. The Customer may not assign or sub-contract or transfer this Agreement or any Statement of Work (in whole or in part) without first obtaining the written consent of the other party.

11.2. Velociti may sub-contract its obligations under this Agreement or any Statement of Work and shall remain liable to the Customer for any acts or omissions of its sub-contractors.

12. ANTI-BRIBERY

12.1. Velociti represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it of any applicable law related to bribery, corruption or any related matter. Velociti shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking any activities that constitute or could constitute a breach of any applicable law related to bribery or corruption to obtain or retain business or a business advantage for them.

13. CHANGE CONTROL

13.1. If at any time the either party wishes to amend any Statement of Work (including any Specification), they will notify the other party accordingly and Velociti will submit a written quotation for those amendments to the Customer, specifying what changes (if any) there will be to the applicable Charges, the Timetable, the Specification, and any other part of the applicable Statement of Work(s). If the Customer accepts that quotation, this Agreement will be amended accordingly and the parties will record that amendment on and sign a Change Control Order, but if the either party withdraws the proposed amendment, this Agreement and the ongoing Statement of Works will continue unchanged.

14. DATA PROTECTION

14.1. Velociti and the Customer will comply with all applicable requirements of the Data Protection Legislation.

14.2. To the extent that Velociti acts as a Data Processor of the Customer's Personal Data while fulfilling its obligation under this Agreement or any Statement of Work, Velociti shall:

- 14.2.1. process the Customer's Personal Data only in accordance with the written instructions of the Customer from time to time unless required to do so by law and subject to notifying the Customer (save whereby law Velociti is prohibited from so notifying the Customer);
- 14.2.2. take reasonable steps to ensure the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of the Customer's Personal Data and that such employees, staff, officers and agents only process the Customer's Personal Data in accordance with this Agreement;
- 14.2.3. ensure that Velociti personnel who have access to and/or Process the Customer's Personal Data are obliged to keep it confidential or are under an appropriate statutory obligation of confidentiality;
- 14.2.4. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer's Personal Data and against loss or destruction of, or damage to, Customer's Personal Data, appropriate to the harm that might result from unauthorized or unlawful Processing or accidental loss, destruction or damage and the nature of the Customer's Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 14.2.5. notify Customer promptly of any breaches of the Customer's Personal Data so that Customer can notify the supervisory authorities, as appropriate; Velociti shall take all such measures and actions as are necessary to remedy or mitigate the effects of the breach and shall keep the Customer informed of all developments in connection with the breach;

- 14.2.6. conduct data protection impact assessments as appropriate;
- 14.2.7. support Customer's interaction with supervisory authorities or regulators where the data protection risk assessment indicates that there is a high risk to the Processing;
- 14.2.8. at the written direction of the Customer, delete or return the Customer's Personal Data and copies thereof to Customer on termination or expiry of this Agreement unless Velociti is required to store the Customer's Personal Data by law or if such Personal Data is retained only in backups which are inaccessible in normal use;
- 14.2.9. maintain complete and accurate records and information to demonstrate its compliance with these data protection obligations and shall allow at reasonable times and from time to time to audit and review Velociti's compliance with these data protection obligations and the Data Protection Legislation;
- 14.2.10. inform Customer immediately if (in Velociti's opinion) an instruction for the Processing of the Customer's Personal Data given by the Customer infringes Data Protection Legislation;
- 14.2.11. only transfer or process the Customer's Personal Data outside the European Economic Area based on the Standard Contractual Clauses, which the Customer hereby accepts as being a valid and appropriate basis for such transfers and processing;
- 14.2.12. not subcontract any processing of the Customer's Personal Data to a third-party sub processor unless that third party is subject to contractual obligations no less onerous than those provided in this Agreement in relation to the processing of the Customer's Personal Data.

14.3. Velociti shall be entitled to make any reasonable amendment to this section 14 necessary to bring Velociti's obligations in respect of the Processing of Personal Data into line with the Data Protection Legislation; or allow the Customer to comply with the Data Protection Legislation and the requirements and recommendations of any appropriate data protection supervisory authority or regulator.

15. GENERAL

- 15.1. Velociti is and will always remain an independent contractor and nothing contained in this Agreement will create or imply any partnership or joint venture between the parties.
- 15.2. This Agreement is governed by, and is to be interpreted in accordance with, English law and the parties agree to submit to the jurisdiction of the English courts in relation to any disputes arising under this Agreement or any Statement of Work.
- 15.3. If any provision of this Agreement is invalid, illegal or unenforceable for any reason, that provision will be severed and the remainder of this Agreement will continue in full force and effect, as if this Agreement had been executed without the invalid provision.
- 15.4. Neither party shall be liable for any loss damage injury or delay due to any reasonable cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of Government, strikes, lock-outs, fire, lightning, explosion, flood, storm, riot, civil commotion, acts of war, pandemic, or theft.
- 15.5. Nothing in this Agreement confers or purports to confer on any person who is not a party to this Agreement any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

15.6. Neither party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute via escalation between the parties and mediation and either the mediation has terminated, or the other party has failed to participate in the mediation.

This Agreement constitutes the entire agreement between the parties in relation to the subject matter hereof and shall supersede all previous communications, representations, agreements or understandings, either oral or written between the parties with respect to the subject matter hereof.

SCHEDULE 1 - STATEMENT OF WORK

STATEMENT OF WORK NUMBER: xxxxxx

This Statement of Work is made on **insert date** ("Effective Date") between:

Velociti Solutions Limited, Company No. 02091108 whose registered address is 20 Harris Business Park, Hanbury Road, Bromsgrove, B60 4DJ ("**Velociti**"); and

[customer name], Company No. **[company number]** whose registered address is **[address]** (the "**Customer**")

WHEREAS:

- A.** The parties are entering into this Statement of Work pursuant to a Master Services Agreement dated **[DATE OF MSA]** ("**Master Services Agreement**") in respect of Software, Services and Deliverables to be provided by Velociti to the Customer.
- B.** The Customer wishes to purchase a licence to use **XXXXXX** and **XXXXXX** software made available by Velociti (the "**Software**") and wishes to purchase maintenance and hosting services as set out in this Statement of Work.

NOW IT IS AGREED as follows:

1. Velociti hereby agrees to provide the Software Maintenance Services set out in Schedule 1 and Schedule 2 to this Statement of Work in respect of the Software.
2. Velociti hereby agrees to provide the Software Hosting Services set out in Schedule 3 to this Statement of Work in respect of the Software.
3. Velociti hereby agrees to provide access to the Software for a fixed period of 36 months from the date of this Statement of Work.
4. The Software Maintenance Services and the Software Hosting Services shall be provided for a fixed period of 36 months from the date of this Statement of Work.
5. The annual fee for the **Software Maintenance and Hosting Services and Software Licence fee** is **EXXXX plus** VAT, payable in full in advance. Further details of charges are set out in Schedule 1
6. Velociti reserves the right to increase the annual fee for the Software Maintenance Services and the Software Hosting Services and Licence Fee by a reasonable amount not more than once per annum.
7. Velociti shall issue an invoice for the annual fees upon implementation, and on each successive renewal. Each invoice shall be payable in accordance with clause 5 of the Master Services Agreement.
8. Each invoice shall be payable in accordance with clause 5 of the Master Services Statement of Work, save in that payment shall be made with your agreed payment terms of 30 days.

General Terms

9. If no Master Services Agreement has been signed by the Customer as of the date of this Statement of Work, then the Customer is deemed to have accepted the terms of the Master Services Statement of Work made available to it with effect from the date of this Statement of Work.
10. This Statement of Work incorporates the terms and conditions of the Master Services Statement of Work as amended by any Variation, unless otherwise expressly stated in this Statement of Work.

Please sign below to confirm your acceptance of this Statement of Work.

Signed:	Signed:
On behalf of Velociti Solutions Limited	On behalf of [NAME OF CUSTOMER]
Print name:	Print name:
Date Signed:	Date Signed:

SCHEDULE 2 – VARIATION

VARIATION NUMBER **xxxxx**

Date: **XXXXXX**

Velociti Solutions Limited, Company No. 02091108 whose registered address is 20 Harris Business Park, Hanbury Road, Bromsgrove, B60 4DJ ("**Velociti**"); and

Customer Name, Company No. **xxxx** whose registered address is **XXXXXXXXXXXXXX** (the "**Customer**")

Background

- A This Agreement is made pursuant to the Agreement with an Effective Date of **XXXXXXX** between the Customer and Velociti, including any Statement of Works, amendments and variations thereto (the "**Contract**").
- B The parties wish to amend the Contract to reflect certain amendments which have subsequently been agreed between them in this Variation.

It is agreed

1. Velociti agrees to provide the additional software and services listed in the Schedule in accordance with the provisions of the Contract from the **[insert start date of this amendment]** ("**Start Date**").
2. The Customer shall pay the charges in accordance with the Schedule. The Customer shall pay all sums due within 30 days of receipt of an invoice from Velociti, which shall be raised in accordance with the payment profile shown in the Schedule
3. This Variation shall take precedence over any conflicting provision within the Contract. All other provisions of the Contract shall remain unamended.
4. Except where specifically stated otherwise, any defined terms shall take the meaning given to them in the Contract.
5. This Variation shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

Please sign below to confirm your acceptance of this Variation.

Signed:	Signed:
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On behalf of Velociti Solutions Limited	On behalf of [NAME OF CUSTOMER]
Print name:	Print name:
Date Signed:	Date Signed: