



## TERMS & CONDITIONS OF SALES / CONTRACT SUPPORT AGREEMENT



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This Agreement is made between:

**NEO Technology Solutions Ltd** (Company No. 11365841)

of [●]

(the **Supplier / Contractor**)

and

**[Client Legal Name]** (Company / Reg. No. [●])

of [●]

(the **Client**)

**Contract Start Date:** [Insert Date]

**Contract Term:** [●] months from the Contract Start Date and renewing automatically, unless terminated in accordance with the contract end date or schedule 1.11.

**Contract End Date:** [Insert Date]

### **1. Contract documents and order of precedence**

This Contract consists of the following schedules which together form the entire agreement between the parties:

1. **Schedule 1 – Terms and Conditions**
2. **Schedule 2 – Software Licence Agreement**
3. **Schedule 3 – Service Design and Service Level Agreement**
4. **Schedule 4 – Pricing Schedule**
5. **Schedule 5 – Proposal**

If there is any conflict, the documents apply in the order listed above. The Client's purchase order terms, standard terms, or other external terms do not apply unless the Supplier agrees in writing.

# SCHEDULE 1 – TERMS AND CONDITIONS

## 1. Definitions

In this Contract: Services means the services described in Schedule 5 and operated as described in Schedule 3. Software means the cloud software described in Schedule 2 and Schedule 5 (where applicable). Working Day means Monday to Friday excluding bank holidays in England.

## 2. Contract formation and scope

The Contract comes into effect on the Contract Start Date when the Client signs the Proposal or issues an Order that references this Contract and the Supplier accepts it. The Supplier will provide the Services and, where applicable, access to Software as described in Schedule 5.

## 3. Supplier obligations

The Supplier will provide the Services with reasonable skill and care and in line with good industry practice. The Supplier will ensure that appropriately skilled personnel are assigned and will manage delivery using proportionate governance, reporting and escalation.

## 4. Client obligations

The Client will provide timely access to information, systems, premises (if needed), and staff needed for delivery. The Client is responsible for the accuracy and completeness of any data it provides and for ensuring that its users follow reasonable usage policies and security requirements notified by the Supplier.

## 5. Charges and payment

Charges are set out in Schedule 4. Charges are exclusive of VAT unless stated otherwise. Invoices will be issued as stated in Schedule 4 and are payable within 30 days of receipt of a valid, undisputed invoice. The Supplier may charge statutory interest on late payments.

## 6. Intellectual property

The Supplier retains ownership of all pre-existing intellectual property, tools, methods, frameworks and know-how used to deliver the Services or Software. Unless Schedule 5 states otherwise, deliverables created under this Contract are licensed (not assigned) to the Client for its internal business purposes.

## 7. Confidentiality

Each party will keep the other party's confidential information confidential and will use it only to perform this Contract. A party may disclose confidential information where required by law, audit obligations or regulator request, but will (where lawful) notify the other party first.

## 8. Data protection and information security

Each party will comply with UK data protection law. Where the Supplier processes personal data on behalf of the Client, the Client is the Controller and the Supplier is the Processor and

will process personal data only on documented instructions.

The Supplier will maintain appropriate technical and organisational measures, aligned to recognised controls including ISO 27001-style measures and Cyber Essentials Plus practices, including access control, encryption in transit, audit logging, monitoring and vulnerability management. The Supplier will notify the Client without undue delay if it becomes aware of a personal data breach affecting Client personal data.

## 9. Hosting and data residency

Where the Services and/or Software are hosted, hosting will be in UK Microsoft Azure data centres and backups will be held in the UK, unless the parties agree otherwise in writing. The Supplier will not transfer Client data outside the UK without appropriate safeguards and written agreement.

## 10. Liability and indemnity

Nothing in this Contract limits liability for death or personal injury caused by negligence, fraud, or anything that cannot legally be limited.

Subject to the above, the Supplier's total aggregate liability arising from or in connection with this Contract is capped at 100% of the fees paid by the Client in the 12 months preceding the event giving rise to the claim.

The Supplier will indemnify the Client against third-party claims that the Services or Software infringe UK intellectual property rights, provided the Client promptly notifies the Supplier and allows the Supplier to control the defence and settlement. This indemnity is subject to the liability cap above.

## 11. Termination

Either party may terminate for material breach if the other party does not remedy the breach within 30 days of written notice.

## 12. Exit management

On termination or expiry, the Supplier will provide reasonable exit assistance as described in Schedule 3, including data export and knowledge transfer, so the Client can transition with minimal disruption. Exit work beyond standard export and handover is chargeable at the professional services rates in Schedule 4 unless agreed otherwise.

## 13. Dispute resolution

If a dispute arises, each party will appoint a senior representative to try to resolve it. If not resolved within 20 Working Days, the parties may attempt mediation through an agreed mediator before issuing proceedings.

## 14. Governing law

This Contract is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.

## SCHEDULE 2 – SOFTWARE LICENCE AGREEMENT

*(Applies where Software is supplied, including Prosys360.)*

### 1. Licence grant

The Supplier grants the Client a non-exclusive, non-transferable right for authorised users to access and use the Software during the Contract Term. The Software is provided as a cloud service and is not sold.

### 2. Permitted use and restrictions

The Client may use the Software only for its internal business purposes and for the scope in Schedule 5. The Client must not resell, sub-licence, reverse engineer, decompile, or attempt to derive source code except as permitted by law.

### 3. Users and access security

The Client will ensure only authorised users access the Software and will maintain appropriate internal access controls, including leaver processes and password / identity policies. Where the Supplier provides identity tooling (for example, Entra ID B2C), the Client will follow the Supplier's reasonable configuration guidance.

### 4. Configuration, implementation and acceptance

Where implementation services are included, the Supplier will configure the Software in line with Schedule 5. Acceptance is based on material conformity with the agreed service description and scope, not bespoke functionality unless explicitly stated in Schedule 5.

### 5. Client data

All Client data remains the Client's property. The Supplier may process Client data only to provide the Software and Services and as otherwise required by law.

### 6. Updates and change

The Supplier may deploy fixes, patches and updates to maintain security, performance and legal compliance. Where updates materially affect use, the Supplier will notify the Client in advance where reasonably practicable and will follow the planned maintenance approach in Schedule 3.

### 7. Termination and data return

On termination or expiry, the Client's right to use the Software ends. The Supplier will make Client data available for export in a commonly used format for a reasonable period and will provide reasonable cooperation for orderly transition as described in Schedule 3.



## SCHEDULE 3 – SERVICE DESIGN & SERVICE LEVEL AGREEMENT

### 1. Purpose and scope

This Schedule describes how the Supplier will run the Services and support the Software (where applicable). It sets the support model, service hours, incident and change processes, service levels, service credits, maintenance windows, reporting and governance.

This Schedule applies to the Services in Schedule 5. If the Client receives multiple service components (for example, implementation plus hosted SaaS plus support), the Supplier will operate each component according to this Schedule unless Schedule 5 states otherwise.

### 2. Service components

Unless amended in Schedule 5, the service typically includes: implementation support, hosting and environment management, identity and secure access setup, monitoring and alerting, incident and problem management, planned maintenance, disaster recovery arrangements, and account management with service reviews. The Supplier may also provide training and knowledge transfer as part of mobilisation and go-live.

### 3. Service hours and support channels

Standard support hours are 09:00 to 17:00 Monday to Friday excluding UK bank holidays, unless Schedule 5 states extended hours. The Client will log incidents and service requests through the agreed route, normally via the Client's first-line service desk, with escalation to the Supplier by email to a dedicated support address (or via an agreed ITSM integration where in place).

The Supplier will acknowledge receipt and create a ticket, then classify and prioritise it. The Supplier will keep the Client informed in line with the update frequency below.

### 4. Incident definitions and priorities

An Incident is an unplanned interruption to, or reduction in quality of, the Service or Software. Priority is assessed by impact and urgency, which is consistent with common public-sector ITIL practice and the approach used by major suppliers.

Priority definitions are:

**P1 – Critical (Major incident):** The Service is unavailable or a critical function is unusable with no workaround and there is significant business impact affecting multiple users or statutory service delivery.

**P2 – High:** Severe degradation or failure affecting important functions with limited workaround; significant impact to business operations.

**P3 – Medium:** Non-critical issue with workaround available; limited impact on a subset of users or functions.

**P4 – Low / Request:** Cosmetic issue, minor defect, information request, or planned change that does not materially disrupt service.

### 5. Response targets, restoration targets and update frequency

The Supplier will use reasonable endeavours to meet the following targets during support hours (unless Schedule 5 defines 24/7 for particular components):

**P1:** Response within 1 hour. Work begins immediately. Updates at least hourly until stabilised. Target restoration or workaround as soon as practicable; where complexity is high, a restoration plan and estimated timeline will be agreed and recorded in the ticket notes.

**P2:** Response within 2 hours. Updates every 4 hours during business hours. Target restoration within 2 Working Days where reasonably practicable.

**P3:** Response within 1 Working Day. Updates every 2 Working Days. Target resolution in a planned release or within 10 Working Days where reasonably practicable.

**P4:** Response within 2 Working Days. Managed through the change and release process and scheduled by agreement.

These targets are measured from the time the Supplier receives a complete ticket with sufficient information. Time is paused where the Supplier is awaiting Client information, access, or third-party action.

This approach aligns with what buyers commonly see from large system integrators and managed service providers, and it is consistent with the “priority-based” SLA language seen in public-sector service definitions.

## 6. Major incident management (P1)

For a P1 major incident, the Supplier will: (a) assign an incident manager, (b) start an incident bridge or agreed coordination channel, (c) provide regular updates, (d) implement containment and workaround actions where possible, and (e) conduct a root-cause review once stabilised.

Within 10 Working Days of closure (unless otherwise agreed), the Supplier will provide a brief written report covering cause, timeline, actions taken, and prevention actions.

## 7. Service requests, changes and releases

A Service Request is a user request for information, access, or a standard service action. A Change is any addition, modification or removal that could affect the Service. After go-live, the Client may raise change requests through the same channel as incidents. Changes fall into:

- **Standard changes** (low risk, repeatable) that can be scheduled routinely.
- **Normal changes** requiring assessment, plan and approval.
- **Emergency changes** where urgent action is required to mitigate risk or restore service.

Changes required to meet new legislation or mandatory compliance updates (where relevant to the scope) will be planned and released by the Supplier as part of the standard service where included in Schedule 5. Client-specific enhancements beyond the agreed scope are chargeable at the rates in Schedule 4 and require written approval before work begins.



## 8. Problem management

Where multiple related incidents occur, or where a root defect is identified, the Supplier will create a problem record. The Supplier will investigate root cause, propose permanent fixes or workable mitigations, and communicate progress. Where a third party is involved (for example, a platform provider), the Supplier will coordinate but cannot be responsible for third-party remediation times.

## 9. Planned maintenance and maintenance windows

The Supplier will carry out planned maintenance to maintain quality, security and performance. Maintenance that may impact availability will be planned to minimise disruption and is expected to occur outside core hours unless agreed otherwise. If emergency maintenance is required for security or stability reasons, the Supplier will notify the Client as soon as reasonably practicable and will aim to minimise impact.

## 10. Availability service level

The Supplier targets 99.9% availability per calendar month for the hosted Software and any Supplier-managed production environment, excluding: (a) planned maintenance notified in advance, (b) Client-caused outages, (c) internet issues outside the Supplier's control, and (d) force majeure events.

Availability is measured as:

**Availability % = (Total minutes in month – Unplanned downtime minutes) ÷ Total minutes in month × 100**

Downtime is counted only where the Service is materially unavailable to users and the cause is within the Supplier's control.

## 11. Service credits (availability)

If monthly availability falls below 99.9% due to Supplier-controlled unplanned downtime, the Client may claim service credits against the next invoice, subject to the rules below. Service credits are the Client's sole financial remedy for failure to meet the availability target. Service credit levels (example structure consistent with CCS Schedule 14 practice) are:

- **99.9% to 99.5%:** 5% of the monthly recurring service charge for the affected service
- **99.5% to 99.0%:** 10% of the monthly recurring service charge
- **Below 99.0%:** 20% of the monthly recurring service charge

The maximum service credits in any month are capped at 20% of the monthly recurring service charge for the affected service. Credits must be claimed within 30 days of the month end, and the Supplier will validate claim evidence against monitoring logs.

## 12. Reporting and governance

The Supplier will provide monthly performance reporting within 10 Working Days of month end. Reports will include service availability, incidents by priority, response performance, major incident summaries, and outstanding problems and changes.

Service governance will include monthly operational reviews and quarterly strategic reviews

unless otherwise stated in Schedule 5. The Supplier will maintain a service improvement log and review it quarterly with the Client to agree improvements.

### 13. Security management and security incidents

The Supplier will operate security monitoring appropriate to the service and will notify the Client without undue delay of any security incident that materially affects Client data or service operation. The Supplier will cooperate with the Client's reasonable investigation and reporting requirements, including regulator engagement where applicable.

### 14. Disaster recovery and backups

The Supplier will maintain backups and a disaster recovery approach appropriate to a UK Azure-hosted service. Unless Schedule 5 states otherwise, the Supplier targets:

**RPO:** up to 24 hours for standard backup-based recovery.

**RTO:** up to 24 hours to restore service after a major platform incident, subject to impact and severity.

These are targets, not guarantees, and assume the incident is within Supplier control and not caused by Client systems or third parties.

### 15. Exit support

On termination, the Supplier will support exit by providing data export and reasonable handover support. Standard exit support includes a data export in a commonly used format and a handover session. Additional exit services (for example, extended parallel running or bespoke export transforms) are chargeable at the rates in Schedule 4 unless agreed otherwise.

## SCHEDULE 4 – PRICING SCHEDULE

### 1. Pricing model

Prices are set out in the Order Form and/or Proposal (Schedule 5) and may include one-off fees, recurring subscription fees, and time-and-materials professional services. Subscription fees may be calculated using one or more agreed metrics, which may include users, licences, properties, assets, transactions, usage volumes, or other agreed measures. The pricing metric(s) and volumes for the Contract Term must be stated in Schedule 5. Where the Supplier offers an initial free-of-charge period or discounted period, the start and end dates and the post-discount pricing must be stated in Schedule 5.

### 2. Invoicing and payment profile

Unless Schedule 5 states otherwise:

- recurring subscription fees are invoiced annually in advance, unless monthly billing is agreed;
- professional services are invoiced monthly in arrears for time spent, or on milestone completion where milestones are defined; and
- the Client pays valid, undisputed invoices within 30 days.

Where milestones apply, the Supplier will issue an invoice following completion of each milestone, accompanied by evidence of completion agreed in Schedule 5 (for example, sign-off, acceptance certificate, or written confirmation).

### 3. Expenses

Onsite expenses (travel, accommodation) are chargeable only where explicitly agreed in advance, and only at cost (or at agreed capped rates) as stated in Schedule 5.

### 4. Change requests and additional work

Client-specific changes or enhancements outside the agreed scope are chargeable and must be approved in writing before work begins. The Supplier will provide an estimate and, where appropriate, a fixed price for the change or an agreed time-and-materials cap.

### 5. Rate card (professional services)

Unless Schedule 5 provides a fixed price, professional services are charged at the following rates (to be completed with your approved rate card figures):

| Category            | Role Type                                                    | Daily Rate | Daily Rate |
|---------------------|--------------------------------------------------------------|------------|------------|
|                     |                                                              | Onshore    | Offshore   |
| Engineering & Data  | Solutions Architect<br>(Cloud, Data, DevOps/Infra, Security) | £850       | £450       |
|                     | Tech./Team Lead<br>(Cloud, Data, DevOps/Infra, Security)     | £650       | £400       |
|                     | Sr. Full Stack Engineers<br>(Azure/C#, Front End, Data)      | £650       | £325       |
|                     | Sr. DevOps/Infra/Security Engineer                           | £650       | £325       |
| Quality Engineering | Automation Quality Engineer                                  | £550       | £300       |
| UI/UX               | UI/UX consultant/designer                                    | £750       | £300       |
| Project Manager     | Product Owner                                                | £650       | £400       |
|                     | (Technical)Business Analyst                                  | £650       | £350       |
| Program Management  | Project Manager / Scrum Master                               | £600       | £300       |

A “day” means 7.5 hours worked during standard business hours. Work outside standard hours requires written agreement and may be charged at an uplift stated in Schedule 5.

## 6. Price changes and indexation

Prices are fixed for the initial 12-month term unless Schedule 5 states otherwise. On renewal, the Supplier may increase recurring fees once per year by the lower of: (a) CPI (12-month rate), or (b) 5%, provided the Supplier gives at least 60 days’ notice.

## 7. Service credits application

Service credits (Schedule 3) are applied as a credit against the next invoice. Service credits do not apply to professional services charges or third-party costs.

# SCHEDULE 5 – PROPOSAL (STATEMENT OF WORK)

## 1. Background and objectives

The Client wants to [describe outcome in plain terms: for example, implement and operate Prosys360 modules / provide integration and support / provide hosting and managed service]. The Supplier will provide the Services and, where applicable, Software access to meet these objectives for the Contract Term.

## 2. Scope of Services and/or Software

The Supplier will deliver the following in-scope items (complete for each contract):

*Software (if applicable):* Prosys360 platform access and agreed modules: [list modules].

*Implementation (if applicable):* configuration, environment setup, identity setup, data migration support, integrations, testing support, go-live support.

*Managed service/support:* incident management, change process, monitoring, and service reporting in line with Schedule 3.

*Training:* initial training and materials for agreed user groups. Anything not explicitly listed is out of scope.

## 3. Deliverables

Deliverables may include (tailor for each procurement):

- implementation plan and mobilisation pack
- configured environments (non-production and production as applicable)
- integration interfaces as agreed
- data migration templates and loaded datasets as agreed
- training materials and training sessions
- operational service handbook and contacts
- go-live readiness checklist and go-live support
- monthly service performance reports

## 4. Milestones and timetable

The parties agree the following milestones (replace with dates or relative weeks):

- Mobilisation and kickoff: [date]
- Discovery and design: [date range]
- Build/configuration: [date range]
- Integration development: [date range]
- Testing and training: [date range]
- Go-live: [date]
- Hypercare period: [X weeks]
- Business-as-usual support begins: [date]

If the Client delays inputs or approvals, dates may shift. The Supplier will notify the Client promptly where it believes a delay is likely.

## 5. Acceptance criteria and acceptance process

Where acceptance applies, deliverables will be accepted when they materially meet the scope and agreed criteria. The Supplier will provide evidence (for example, demonstration, test results, completion checklist). The Client will respond within 10 Working Days of receipt. If the Client does not respond within that period, the deliverable is deemed accepted unless the Client has raised a material defect.

## 6. Client responsibilities and dependencies

The Client will:

- provide a named product owner and delivery lead
- provide timely access to relevant staff, systems and third parties
- provide data extracts in agreed formats and confirm data quality responsibilities
- maintain a first-line support function unless otherwise agreed
- provide timely approvals and decisions

If a third-party system is required for integration, the Client is responsible for obtaining the necessary permissions, licenses and access.

## 7. Assumptions

The Proposal assumes:

- the Client's data is lawful to process and the Client has controller authority
- the Client will provide data in agreed formats and within agreed timescales
- third-party vendors will provide access and documentation reasonably required
- the agreed environment and identity approach is adopted
- changes to scope will follow the change control process and may be chargeable

## 8. Exclusions

Unless explicitly included above, the following are excluded:

- bespoke development beyond agreed configuration and standard product capabilities
- extensive data cleansing (beyond templates and reasonable support)
- third-party license costs and vendor fees
- complex integrations not defined above
- on-site support (unless stated and costed)

## 9. Governance and communications

The parties will hold weekly delivery checkpoints during implementation, moving to monthly service reviews during business-as-usual. The Supplier will provide a single point of contact for service management and escalation and will support quarterly strategic reviews.

## 10. Commercials for this Proposal

This Proposal is priced as follows (populate with actual amounts and metrics):

- Subscription fees: £[●] per [month/year] based on [metric/volume]



- One-off implementation fees: £[●] (fixed) or T&M capped at £[●]
- Included user allowances / free months: [detail]
- Any agreed integrations: £[●] per integration (fixed) or estimate with cap
- Expenses (if applicable): [terms]

All fees are subject to Schedule 4 invoicing and payment terms.

### 11. Data processing details (if applicable)

The parties will record the processing categories required under UK GDPR Article 28, including categories of personal data and data subjects, and will maintain these details as part of operational service documentation. The Supplier will comply with documented instructions and will support reasonable information requests for audit and compliance.

### 12. SPECIAL CONDITIONS

The following Special Conditions apply (if any):-

**This Document** is executed as a signed contract and delivered on the date stated at the beginning of this contract.

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of (Client)

by [REDACTED], an authorised officer

Client Representative Printed Name:

Signed by and on behalf of Neo Technology Solutions Ltd (Supplier)

by [REDACTED], an authorised officer

Supplier Representative Printed Name