

SERVICES AGREEMENT

Name of this Agreement	Services Agreement (“ Agreement ”)
Effective Date	
Parties for the Agreement	Fusion Practices Limited and the Customer as fully detailed herein below at signature part (hereinafter jointly be referred to as the “ Parties ” and individually as a “ Party ”, which expression shall, unless repugnant to the context and meaning hereof include and mean its successors and permitted assigns).
Duration / Term of the Agreement	This Agreement shall remain in force until the date of completion of the Services as per the mutually agreed time plan; unless terminated earlier pursuant to the provisions herein.
Details of 3rd Party Product	
Project	
Enclosures	Schedule I: Agreement Terms and Conditions Schedule II: Scope of Services Schedule III: Payment Terms Schedule IV: Customer PO Schedule V: Milestone / Activity Completion Certificate

WHEREAS, Fusion Practices Limited is engaged and expert in the business of marketing, distributing, implementing and supporting the licensed Oracle based products and other business solutions all over the world; and the Customer desirous to procure certain services specified herein from Fusion Practices Limited and **THEREFORE** appointing Fusion Practices Limited to provide the same on following terms and conditions recorded herein.

IN WITNESS WHEREOF, Parties hereto have caused this Agreement to be executed, by their duly authorized representatives signed below.

Signed for and on behalf of	Herein named “ Fusion Practices Limited ”	Herein named “ Customer ”
Legal Name of Entity	FUSION PRACTICES LIMITED	
Entity Registration No.	07103004	
Registered Office Address	24 St John St Barbican, London EC1M 4AY	
Name of Representative	Anil Passi	
Title / Designation	Director	
Date of Signature		
Signature		
Company Stamp		

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Schedule I: AGREEMENT TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into and are a part of this Services Agreement:

1. SERVICES: Fusion Practices Limited to render the services as detailed in the *Schedule II* in accordance with this Agreement which includes but not limited to provision of Oracle licenses, subscription to Oracle products, implementation services, permitted developments / customization (if any), and support services for the products procured by the Customer (collectively “**Services**”). The Customer may request for any additional services beyond the agreed Services under this Agreement (“**Additional Services**”) or changes in the existing scope of Services (“**Change Request**”), provided the cost and timelines of the same shall be mutually agreed by the Parties at the time of such request itself. Such aforesaid request can be raised in the form of task order (“**Task Order**”) executed from time to time for each project describing the scope of work and commercials specifically. Each Task Order shall (i) have reference of this Agreement, (i) specify the type of services (whether Additional Services or Change Request etc.) to be performed; (iii) the timelines, costing and payment terms; and (iv) other obligations applicable mutually agreed for the project.

2. CUSTOMER’S OBLIGATIONS:

2.1 The Customer agrees to procure all such infrastructure, facilities, services and third party products as may be specified by Fusion Practices Limited for performing the Services under this Agreement at no cost to Fusion Practices Limited; and shall provide true, current, complete and accurate information as required by Fusion Practices Limited, during the course of performance of the Services.

2.2 Upon completion of each milestone / activity as specified in the *Schedule II*, Customer agrees to sign the milestone / activity completion certificate submitted by Fusion Practices Limited as an acceptance of the milestone / activity within max fifteen (15) days from the date of submission by Fusion Practices Limited. If Customer has not rejected the milestone / activity for any nonconformance within said stipulated period, the concerned milestone / activity shall be considered as accepted and payment for the same will become due, and therefore the Customer will be liable to make the payment accordingly.

2.3 In case of any personnel deployed by Fusion Practices Limited are working at Customer’s site, Customer shall ensure the safety of such personnel and shall not employ such personnel on any work which in the opinion of any prudent man is inappropriate or inferior to his/her qualifications and experience.

3. FEES AND PAYMENTS:

3.1 The Customer agrees to pay to Fusion Practices Limited the fees and other charges specified in *Schedule III* (collectively, “**Fees**”) in accordance with the schedule set forth therein. Unless expressly specified by Fusion Practices Limited in the *Schedule III*, once Fees become due, it becomes non-cancellable and non-refundable. For clarity, Fees for licenses become due as soon as firm PO is issued or the subscription is provisioned; and Fees for the implementation services become due as soon as each milestone / activity is delivered.

3.2 Unless specifically communicated by Fusion Practices Limited, Customer shall make all payments due to Fusion Practices Limited, within maximum thirty (30) days of receipt of the invoice. Any payment not received by Fusion Practices Limited unnecessarily by the stipulated time mentioned hereof or in *Schedule III* Any suspension pursuant to this paragraph shall not excuse Customer from obligations to make the payments under this Agreement.

3.3 The Customer acknowledges that Fees mentioned in *Schedule III* are Fusion Practices Limited’ current fee rates inclusive of applicable taxes for provision of the Services, in effect at the time of execution of this Agreement, which are subject to change by Fusion Practices Limited for any Additional Services, Change Request or to comply with any applicable law and therefore Customer agrees to pay all the future and

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applicable taxes (whether sales, withholding, service, and other taxes), duties or levies imposed by applicable authority related to the Services, except for the taxes based on Fusion Practices Limited income.

- 4. TERMINATION:** Either Party may terminate this Agreement (1) for convenience by giving 60 days' prior written notice of termination to the other; or (2) for cause by giving 30 days written notice in the event such other Party commits a material breach of any of the terms or conditions of this Agreement; and (3) immediately where such breach or failure, if curable, continues uncured for a period of 30 days of receipt of a written notice from the other. In addition, either Party may terminate the Agreement with immediate effect, without giving any written notice to the other, in the event that the other Party becomes insolvent or is subject to a petition in bankruptcy filed by or against it or is placed under the control of a receiver, liquidator or committee of creditors or dissolves, ceases to function as a going concern or to conduct its operation in the normal course of business. Further, Fusion Practices Limited may at its election terminate this Agreement or suspend the performance of the Services by 10 days written notice if any payment duly invoiced by Fusion Practices Limited to the Customer remains unpaid for 60 successive days from the relevant due date.
- 5. EFFECT OF TERMINATION:** Upon any termination of the agreement, (i) the Customer shall pay to Fusion Practices Limited all due and payable amounts, including the cost of termination (if applicable), late payment interests and other administrative charges; and (ii) shall immediately return all Confidential Information, assets, documentation and other properties of Fusion Practices Limited, all copies thereof, if any, given or provided or made available to, or produced by it or its advisers, as the case may be, which are in its possession or under the custody or control of the Customer; and immediately furnish a certificate confirming the compliance of this clause.
- 6. CONFIDENTIAL INFORMATION:**
 - 5.1 Each Party receiving confidential information ("**Recipient**") shall retain in confidence and require its employees, agents and contractors to retain in confidence all confidential information of the other Party ("**Discloser**"). Here "**Confidential Information**" means all information, in written or other tangible form, which is of confidential or proprietary nature exchanged by the Parties under this Agreement, which has been marked by the Discloser as "Confidential" or "Proprietary" or if not so marked, was indicated at the time of disclosure to be confidential and is later summarized and confirmed as confidential in writing transmitted to Recipient within ten (10) days after disclosure. Recipient must only use the Confidential Information to perform its obligations under this Agreement and must protect Discloser's confidential information in the same manner as the Recipient protects its own confidential information of similar nature or importance, but in no event less than reasonable care. Confidential Information shall not include any information that: (i) is or becomes publicly available without the Recipient's breach of any obligations owed to the Discloser; (ii) is known to the Recipient prior to the Discloser's disclosure of such information; (iii) becomes known to the Recipient from a source other than the Discloser without a breach of confidentiality obligations owed to Discloser; or (iv) is independently developed by the Recipient.
 - 5.2 Notwithstanding the foregoing, either Party may disclose information in compliance with applicable law or a court order, provided the Discloser is given reasonably prompt notice thereof and an opportunity to attempt to preclude or limit such production.
 - 5.3 Recipient recognizes and agrees that Confidential Information is of a special, unique and extraordinary character which gives it a peculiar value and the loss of which cannot be reasonably or adequately compensated in terms of damages, and that a breach of which will cause irreparable loss and injury to the Discloser. The Recipient, therefore, expressly agrees that the Discloser shall be entitled to injunctive and/or other equitable relief to prevent such breach, or any other part thereof, in addition to any other remedies available to the Discloser under this Agreement.

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- 7. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:** Any or all products, deliverables and the program documentation together with all the intellectual proprietary and other rights therein, including the pre-existing rights of any party therein shall at all times and for all purposes, be the exclusive property of owner of such rights. Neither Party shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the Parties decide to undertake any joint development pursuant to this Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the Parties and executed prior to the commencement of any joint development efforts. However, nothing in this Agreement shall affect either Party's right to use any trademarks, service marks or proprietary words or symbols of the other Party to properly identify the goods or services of such other Party to the extent permitted by applicable law or by written agreement between the Parties.
- 8. THIRD PARTY PRODUCTS AND DISCLAIMER OF WARRANTIES:** Notwithstanding anything else contained herein, all or any third party or companion products provided by Fusion Practices Limited under this Agreement shall be provided as per the standard terms and conditions of such third party product manufacturer; and Fusion Practices Limited does not make any representations or warranties of the same and hereby disclaims any claims regarding / arising due to usage or features of such third party products. In case of Fusion Practices Limited providing any support services to any such third party products, Fusion Practices Limited will provide the support within its limit. Further, except the warranties specified herein, Fusion Practices Limited expressly disclaim all other warranties of any kind (whether express or implied).
- 9. LIMITATION OF LIABILITY:** Notwithstanding anything else contained herein; (1) except in the case of death or personal injury caused by Fusion Practices Limited or its staff, or fraud committed by Fusion Practices Limited, or to the fullest extent permitted by law; in no event shall Fusion Practices Limited and its contractors (including third parties providing the Services as part through Fusion Practices Limited) be liable for any special, indirect, consequential, punitive or incidental damages (including but not limited to, the lost profits or revenue, loss of use, loss of data or cost of replacement etc.) or for any act or omission arising out of or in connection with the Services; and (2) the aggregate and maximum liability of Fusion Practices Limited in connection with this Agreement for all damages, claims or expenses (whether direct or indirect) regardless of the nature of any claim (whether in tort, contract or otherwise), shall under no circumstances exceed the amount received by Fusion Practices Limited for performing the Services or the amount paid on behalf of Fusion Practices Limited by Fusion Practices Limited' insurers in settlement or satisfaction of Customer's claim under the terms and conditions of Fusion Practices Limited' insurance policies applicable thereto, whichever is higher. Further, Fusion Practices Limited shall not be liable for non-performance or delay in provision of the Services caused due to any default, delay, negligence or failure of Customer or any third party acting on Customer's behalf.
- 10. INDEMNITY:** Each Party hereby agrees to defend, indemnify and hold harmless, the other Party, its successors, parents, subsidiaries, affiliates, employees, officers and directors; from and against any loss, damage, costs or expenses (including reasonable attorneys' and experts' fees) resulting from any claim, action, demand, inquiry or investigation assessed by a third party arising out of or in connection this Agreement; provided that the products and services related to such claim are supplied in accordance with the terms of this Agreement. Such indemnification shall be subject to: (a) non-indemnifying party ("**Indemnitee**") has not admitted to or accepted any of the claim; (b) Indemnitee notifies the indemnifying party ("**Indemnitor**") in writing within 30 days of the claim; (c) the Indemnitor has sole control of the defense and all related settlement negotiations; (d) the Indemnitee provides the Indemnitor with the assistance, information, and authority reasonably necessary to perform the above; (e) there is no default by Indemnitee towards payment of charges or dues; or (f) the cause or event of indemnity is not due to contributory negligence or cascading effect of any breach of Indemnitee or its affiliates or agent.

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11. GENERAL PROVISIONS

- 11.1 **Relationship:** Parties hereto are independent parties (each in sole and full control of its business) and the relationship pursuant to this Agreement is that of provider and recipient of the Services only; and no other relationship whether partnership, joint venture, employer-employee, or any other fiduciary relationship; and also do not have any authority to make, vary or release contractual obligations on behalf of the other.
- 11.2 **Non-solicitation:** Parties further agree that during the term of this Agreement and for a period of twelve (12) months thereafter neither Party shall, without the express written consent of the other (directly or indirectly), recruit, hire, appoint, engage or utilize the services of any person who has been an employee or associate or engaged in any capacity, by the other party (including any of its affiliates, sub-contractors, vendors etc.) in rendering the Services.
- 11.3 **Severability:** If any term or provision of this Agreement is declared (or found to be) invalid or unenforceable by any court or administrative body of competent jurisdiction (in whole or in part), this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and to the maximum extent possible consistent with applicable law, in consistent with the original intentions of the Parties; else said provision or part-provision shall be deemed deleted.
- 11.4 **Force Majeure:** Neither Party shall be deemed in default nor shall it hold the other responsible for any cessation, interruption or delay caused for the reasons beyond the reasonable control of the other, provided that it notifies the other Party as soon as practicable.
- 11.5 **Dispute Resolution:** Any dispute or differences arises, in connection with the interpretation or implementation or validity or otherwise, relating to this Agreement, if not resolved within thirty (30) days or such longer period agreed in writing of amicable consultations by the Parties, shall be referred to the single arbitrator mutually appointed by both the Parties. In the event Parties fail to agree upon single arbitrator then each Party shall appoint one arbitrator and then such two arbitrators shall jointly appoint a presiding arbitrator. The arbitration proceedings shall be conducted at [REDACTED] in English at its own costs and decision of the arbitral tribunal shall be final and binding on the Parties.
- 11.6 **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of United Kingdom and if required, Courts of United Kingdom shall have exclusive jurisdiction to settle any such disputes.
- 11.7 **Notices:** Any notices required under this Agreement shall be sent to the Parties in writing mailed at the addresses mentioned first hereinabove or such other addresses communicated from time to time, and shall be deemed to have been properly given when personally delivered or sent by certified couriered with acknowledgement due on receipt or emailed from official email ID signed by the authorized representative.
- 11.8 **Non-compete:** Parties herein agree that Fusion Practices Limited may at all times entitled to offer similar Services and to sign similar agreement with any other party whether or not in competition with the Customer.
- 11.9 **References:** Parties hereto acknowledges that its product or corporate names, logo, trademarks (registered or unregistered) may be used by Fusion Practices Limited as a part of its client reference list, brochures, pamphlets, advertisements or other documents for its business promotion or expansion etc., and if required with consent from the Customer.
- 11.10 **Precedence.** In the event of conflict between the provisions of this Agreement and any attached documents, the provisions of the *Schedule I* (Agreement Terms and Conditions) shall to the extent of such conflict take precedence.
- 11.11 **Section Heading / Survival:** The provisions of this Agreement, which by their nature should survive or have been expressly so stated, shall survive the termination of this Agreement. The section headings are inserted for convenience of reference only which will not affect interpretation of the Agreement.

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- 11.12 **Entire Agreement:** This Agreement, together with attached enclosures, constitutes the sole and entire agreement between the Parties and supersedes all proposal (oral or written), previous agreements, understandings, arrangements and all other communications between the Parties relating to the subject of this Agreement; and may not be assigned, sublicensed, or otherwise transferred by either Party without the prior written consent of the other, but its terms and conditions shall extend to and bind any successor or assign. This Agreement may be amended only by a written agreement signed by persons duly authorized to sign the agreement/s.
- 11.13 **Counterparts:** This Agreement may be executed in counterparts and when each Party has executed an identical counterpart and delivered a copy thereof to the other (by personal delivery or electronic transmission), then all the counterparts together shall be deemed to constitute a single identical agreement.

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Schedule II: SCOPE OF SERVICES

Fusion Practices Limited will be providing services as mentioned in the proposal named "" which will be annexed to this agreement separately as Schedule II

Or

Scope of Work

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Project Plan

Project Deliverables

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Schedule III: PAYMENT SCHEDULE & IMPLEMENTATION MILESTONES

Project Cost

SN	Particulars	Amount (GBP)
1		
2		
3		
	Total Cost in GBP	

Payment Terms

Other Terms

- Payment needs to be made via BACS/Wire Transfer within 30 days after the Invoice date.
- In case any milestone of the project is split into multiple phases during the course of the project the payment milestone will also be split between the phases in proportion of the effort estimate provided by Fusion Practices Limited.
- Withholding Taxes if any shall be borne by the customer in addition to the price mentioned above.
- Support will commence from Go Live.

Special Note:

1. All aforesaid fees are in GBP currency and exclusive of applicable taxes.
2. Customer to pay the aforesaid Fees phase wise in advance directly via BACS/wire transfer in Fusion Practices Limited' bank account within 30 days of receipt of invoice or on 1st day of the month in which the Fees are due.
3. Offshore Support Rate for T&M Basis: **350** GBP
4. Onsite Support Rate for T&M Basis: **750** GBP

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Schedule IV: CUSTOMER PURCHASE ORDER

[Purchase order issued by the Customer to be attached hereto]

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Schedule V: MILESTONE / ACTIVITY / PROJECT COMPLETION CERTIFICATE CUM CUSTOMER'S ACCEPTANCE CERTIFICATE

[On Customers' letterhead with Logo]

MILESTONE ACTIVITY / PROJECT COMPLETION CERTIFICATE CUM CUSTOMER'S ACCEPTANCE CERTIFICATE

Name of the Customer	
Executed Agreement details (for reference purpose)	
Phase / Milestone / Project details	
Completion date	

This is to certify that _____ deliverables
successfully completed On XX Date.
the above mentioned
milestone with all agreed

ISSUED, SIGNED, STAMPED AND DELIVERED FOR AND ON BEHALF OF,

Customer: _____

Signature: _____

Name: _____

Title: _____