



MASTER SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective as of the **DATE** ("Effective Date") by and between SYSTEMSACCOUNTANTS LTD, a company registered in England and Wales with registered number 03397753, with registered office at Perio Mill, Fotheringhay, Peterborough, PE8 5HU ("Company") and: **COMPANY NAME** a company registered in England and Wales with registered number **REG#**, with registered office at **REGISTERED ADDRESS**.

BACKGROUND

The Company is engaged in the provision of specialist EPM & ERP Consulting and Resource Augmentation Services to clients with EPM/ERP administration, development, optimization, report writing, upgrade and implementation support requirements, and Client desires to engage Company to provide such services and Company desires to be engaged by Client, all on the terms and conditions of this Agreement. In consideration of the mutual promises, representations and covenants set forth herein, Company and Client (individually, a "Party" and collectively, the "Parties") agree to the following:

TERM OF AGREEMENT:

This Agreement shall take effect on the Effective Date and shall remain in effect for a period of 12 months unless earlier terminated in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically be extended for successive 12-month periods on the same terms and conditions set forth herein unless either Party provides written notice of non-renewal delivered to the non-terminating Party at least forty-five (45) days prior to the end of the then-current term.

1. SCOPE OF WORK

- (a) Client desires that Company shall perform, and Company agrees to perform the services set forth in this Agreement and in an applicable Scope of Work ("SOW") which will be attached hereto and incorporated herein as Exhibits A and B, and such other services as hereafter may be requested by Client and agreed to by Company in writing (the "Services"). In the event of a conflict between the Agreement and a SOW, the terms of the Agreement will supersede and control. Client reserves the right to limit or reduce the scope of the Services upon fourteen (14) days' prior written notification to Company, in which event the monies due to Company as set forth on the SOW shall be reduced accordingly as of the date that said Services are limited or reduced, as appropriate.
- (b) Company will develop the deliverables described in the SOW ("Deliverables") to comply

with the specifications set forth in the SOW and this Agreement. Company shall submit the Deliverables to Client in accordance with the schedule set forth in the SOW, it being understood that time is of the essence.

- (c) Company shall:
 - i. ensure that the Services and Deliverables will conform to and support the technical standards set forth in the SOW.
 - ii. apply such time, attention, resources, trained personnel, and skill as may be necessary or appropriate for its proper supply of the Services.
 - iii. comply with all lawful and reasonable directions regarding the Services and Deliverables communicated to it from time to time by Client;
 - iv. keep Client Materials (as hereinafter defined) safe and secure while they are in the possession or control of Company;
 - v. perform all Services and deliver all Deliverables in accordance with the service levels, required by Client; and
 - vi. ensure that the software and systems used by the Company are compatible with software and systems used by the Client.
- (d) Each party may, from time to time, submit to the other party written requests for modifications to the SOW. Company shall incorporate any such changes provided that the Parties execute a change order ("Change Order") setting forth the amended scope of work, program specifications, delivery dates and the impact on costs and the fees to be paid to Company. No Change Order shall be binding until agreed upon in writing and executed by both Parties to this Agreement. If the Parties are unable to agree on a Change Order setting forth the specified information, then the Parties shall complete the Services according to the original SOW.
- (e) Each Deliverable shall be submitted by Company for review by Client to confirm that such Deliverable conforms to the specifications as set forth in the SOW. If Client rejects any Deliverable due to proven nonconformance, Company shall correct the problems identified by Client within (5) days of receiving notice from Client that correction is required and redeliver to Client, at which time the review process described above shall recommence until acceptance is provided proven.
- (f) Client agrees to cooperate, as set forth in the SOW, with Company to the extent necessary for Company to perform its Services thereunder. Company agrees to comply at all times with the Client's applicable rules and regulations regarding safety, security, use and conduct provided Company has actual written notice of same.
- (g) If at any time Company becomes aware that it will not (or is unlikely to) perform the Services or deliver Deliverables by any date set out in the applicable SOW, or as otherwise approved by Client, Company shall notify of such delay and provide Client with preliminary details of the reasons for it and the consequences thereof. If it is proven that the delay is caused by Company and without prejudice to Client's other rights or remedies under this Agreement, Company shall deploy additional resources and take commercially reasonable efforts to eliminate or mitigate the consequences of the delay and advise Client and keep Client fully informed and up-to-date of the status or remedial efforts being undertaken with respect to the delay. If Client believes the delay will compromise Company's ability to complete the Services or Deliverables within the time frame required, Client may terminate this Agreement.

- (h) The Company shall be entitled to allocate a substitute Resource to the Client to carry out the services should the original Resource be unable to provide the services provided the Client is reasonably satisfied that any proposed substitute possesses the necessary skills and qualifications for the satisfactory completion of the services.
- (i) If Client is not satisfied with the Services of any Company personnel or Resource, and having notified the Company in writing, Client shall have the right to request that Company replace such personnel or Resource. Company shall use reasonable endeavours to procure that a suitable replacement is provided as soon as possible. Client remains liable for all services provided during this time.
- (j) Company will provide continued support for the Deliverables for ninety (90) days after the Deliverables are successfully approved by Client or for the period specifically as set forth in the SOW ("Support Period"). For the avoidance of any doubt, the Support Period is delivered on a time and materials basis at a per hour cost outlined in the SOW.
- (k) Client will have the right to approve all Services and Deliverables and nothing will be disseminated without Client's prior written approval. Client will use reasonable efforts to respond to Company's requests for approval promptly. Company will perform revisions and make corrections as needed to satisfy the foregoing obligation.
- (l) Company shall not provide Client with any personal information in connection with the Services.

2. FEES, EXPENSES AND INVOICING:

- (a) Fees are calculated on a time & materials basis at the rates, detailed in the SOW and invoiced weekly unless otherwise stated in the SOW. Any fee estimates provided are provided as a guideline.
- (b) The fees stated are exclusive of any Sales Tax chargeable thereon, which shall be payable in addition to the fees by the Client.
- (c) The Resource will complete timesheets which, when signed or approved by the Client (whether by email, via the Company's online timesheet system or otherwise), shall be binding on the Client.
- (d) If the Client is unable to sign a time sheet because it disputes the hours claimed, the Client shall inform the Company as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Company. If the Client does not authorise the time sheet for hours worked within 7 calendar days or raise a query with the Company within 7 calendar days, this does not release the Client from paying the Company. Failure by the Client to sign any timesheet does not absolve the Client from its obligation to pay the Company for hours in which the Services were performed by the Resource.
- (e) Client shall pay each undisputed invoice submitted hereunder within thirty (30) days after receipt in a form satisfactory to the Client unless the Parties agree in writing in a SOW to an alternative payment arrangement. The Company reserves the right to charge

interest on any overdue amounts due by the Client under this Agreement at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment.

- (f) Client further agrees that it shall be responsible for reimbursement of all reasonable, documented and necessary expenses incurred by Company and pre-approved in writing connection with the Services rendered herein.
- (g) Invoices submitted by Company to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within fifteen (15) days of Client's receipt of the invoice. If a portion of any invoice is disputed and Company is not otherwise in breach, Client will pay the undisputed portion of the invoice in accordance with the terms hereof.
- (h) Purchase Orders: Payment of Company invoices shall not be dependent upon a Client generated Purchase Order. If a Purchase Order is required pursuant to this Section, Client shall deliver to Company a written Purchase Order prior to the start date of the applicable Service or Deliverable, identified in the SOW.
- (i) Where the Company Introduces Resource to the Client, but the Client does not initially proceed with Engagement but, before the first anniversary of the introduction date, the Client engages the Resource directly or via another employment business or other party, the Client will pay the Company a fee equivalent to 30% of the annualised charge rate.

3. RESOURCE AUGMENTATION SERVICES

- (a) While the Company has taken reasonable care in selecting the Resource for the Client's approval and makes reasonable enquiries as to the qualifications and experience of the Resource, the Client shall be solely responsible for ensuring that the Resource is acceptable to it and have all necessary skills and experience required in order to carry out the Project and the Client warrants and confirms that it has given to the Company sufficient information in order for the Company properly to consider the suitability of the Resource to perform the Services. It is the Client's responsibility to ensure that the Resource have all the necessary information required for them to meet their obligation in ensuring that they have obtained all necessary qualifications, work permits, visas and such like for the performance of the Project in the country in which the Services are to be performed.
- (b) Resources are engaged as Independent Contractors and are not the employees of the Client or the Company. Neither the Client nor the Company shall be responsible for the supervision of, or quality of work undertaken by the Contractor. The Company shall not be liable for the acts and omissions of the Contractor (even where negligent) and hereby expressly excludes any and all such liability whether direct, indirect or consequential, and whether arising in contract, tort or otherwise. However, the Company shall on request by the Client assign to the Client such rights as the Company may have against the Contractor in that respect. Without prejudice to the foregoing generality, the Company does not have liability for any and all loss of profit or business or revenue or goodwill or anticipated savings or data by the Client (whether or not the Company knew or should have known or has been advised of the possibility of such loss).
- (c) Neither the Company nor the Client are under any obligation to offer work to the Resource and, if offered, the Resource is not obliged to accept. For the avoidance of doubt, other than when the Resource is performing the Services to the Project, neither the Company nor the Resource or the

Client wishes to create or imply any mutuality of obligation between themselves.

- (d) Client undertakes to confirm in writing to Company whether Off-Payroll applies to it. Where Off-Payroll applies to Client and Services are in scope:
- i. Client undertakes and agrees to assess the working practices of Services to be provided during Engagement and to provide Company with its status determination and the reasons for the decision in writing prior to the commencement of Engagement and to comply with the statutory requirements to notify the Company and the Resource.
 - ii. Where Off-Payroll applies to Client, Client undertakes and agrees to provide any information reasonably requested at any time by Company promptly in order to assist Company to comply with Off-Payroll. Client undertakes and agrees to notify Company in the event of changes to information provided that occur during the term of Engagement.
 - iii. Client warrants to comply with its statutory obligations to provide a status disagreement process and to use best endeavours to resolve status determination disagreements equitably.
 - iv. Client warrants to comply with its statutory obligation to, upon request by Company, confirm its size as defined under Off-Payroll regulations.
 - v. Client undertakes and agrees to notify Company where the client is based wholly overseas as defined under Off-Payroll regulations.
 - vi. In the event of notification of changes to information provided relating to Off-Payroll after the commencement of Engagement, Client agrees and accepts that Company is entitled to vary its charge to Client and nature of Services in order to comply with Off-Payroll and has the right to terminate Agreement with immediate effect.
 - vii. In the event of the Client receiving any notice of investigations from the tax authorities regarding off payroll services, it warrants to notify the company within 10 days of receiving such notice.
- (e) In the event that the Company becomes liable for any Taxation, or any claim is made against the Company asserting any such liability, as a result of a breach by the Client of any of the terms and conditions of this Agreement, the Client shall fully and effectively indemnify the Company on demand against such liability and against costs and expenses, including professional advisers' fees, incurred in defending any such claim
- (f) The parties do not anticipate that the Agency Worker Regulations 2010 (the "AWR") will apply to the performance by the Contractor of the Services to the Project (through the Consultant) as the Resource will not work under the supervision and direction of the Client. However, notwithstanding this, where the AWR do apply, Client will comply with the AWR in all relevant aspects and provide Company with all relevant information required to fulfil its obligations with the AWR.

4. INTELLECTUAL PROPERTY RIGHTS.

- (a) The following terms shall have the meaning indicated below for this Section3:
- i. "Client Materials" means materials that are created by Company specifically for Client and contained in the work product delivered to Client under the SOW, including: (i) software development and design (writing of code, integration of graphic assets, developing the application build), user data code, data and technical components, and (ii) creative designs, images, artwork and text.
 - ii. "Company Materials" means software, routines, software designs, user-interface conventions, interfaces to third party products, user-interface design patterns,

proprietary research survey methodology, other development and design tools, and documentation (and all enhancements and derivatives thereto) which are delivered to Client under this Agreement and which Company: (i) developed prior to the commencement of work under the attached SOW, or (ii) develops during the course of this Agreement, but which are developed at Company's cost in the ordinary course of its business and not pursuant to the SOW.

- iii. "Client Content" means all information and data created by, or on behalf of, either Client or Client's users that have been provided to Company.
- (b) Company acknowledges and agrees that, unless otherwise set forth herein or on the SOW, the Client Materials shall constitute "works made for hire" for Client within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Client. Company hereby assigns to Client all such rights in the Client Materials. Upon Client's request, Company agrees to execute any instruments and do all things reasonably necessary by Client to further perfect Client's rights in the Client Materials.
- (c) Company further acknowledges that Client owns all right, title and interest in the Client Content and to all Client's trademarks. Company shall have no right to use Client Content or Client trademarks except as necessary to provide the services and nothing contained herein shall be construed to give Company any right, title or interest therein.
- (d) Client acknowledges and agrees that Company retains all right, title and interest in those Company Materials. In consideration of and effective upon Company's receipt of the undisputed payments set forth in the SOW, and subject to the other terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive, non-transferable, royalty-free, irrevocable, perpetual license to use, copy, operate, process and modify Company Materials solely as may be necessary to use the Deliverables and Services for the purposes for which such Deliverables and Services were designed and intended.
- (e) All deliverables and work product prepared by, produced by, or developed by Company or Company Personnel for Client (hereinafter "Materials") shall, upon full payment by Client of all undisputed sums due and owing to Company, be considered "works made for hire" and all copyrights and other intellectual property rights therein shall be owned by Client, worldwide, for all purposes. To the extent any Materials do not qualify as a "work made for hire", Client shall be deemed the sole owner of the Materials, and Company hereby assigns, and shall cause all applicable Company Personnel to assign, all rights and title to the Materials upon full payment of all undisputed sums due and owing to Company, and further agrees to provide all necessary written assignments from Company and applicable Company Personnel, at no cost to Client, in order to effect the assignment of rights to the Materials. For purposes of clarity and for the avoidance of doubt, Client shall have no obligation to use, release, distribute, or exploit the Materials.
- (f) Other than the Materials, all other materials created by Company ("Company Property") will remain the sole and exclusive property of Company. Subject to Company's ownership of the Company Property, Company hereby grants a fully paid-up, perpetual, irrevocable license to Client to use the Company Property, solely to the extent integrated into the Materials, and solely for the benefit of Client. For clarification purposes, Company shall acquire no rights of ownership

in any intellectual property rights or other rights in and to any material provided by Client to Company in connection with this Agreement.

5. LAWS, LICENSES AND REGULATIONS

Client shall comply fully with all applicable laws, regulations, codes, rules and ordinances in connection with its obligations under this Agreement and any SOW. This obligation includes, but is not limited to, all immigration, employment, labor, employment benefits, wage and hour, medical and other leaves of absence, and safety and health laws that may be applicable to Client.

6. MODIFICATION:

Except as modified by a SOW or Change Order signed by both Parties, this Agreement reflects the full and complete understanding and intent of the Parties regarding their relationship and supersedes any prior written or oral agreements. No modification, amendment, deletion from, addition to, or other change to the Agreement, or any provision thereof, shall be effective for any purpose unless specifically set forth in writing and signed by duly authorized representatives of Company and Client.

7. NO PARTNERSHIP:

Company and Client acknowledge and agree that nothing in this Agreement, or in any SOW, is intended to create or shall be construed as creating a partnership, joint venture, agency or employment relationship between the Parties, and neither this Agreement nor any SOW shall be deemed for any purpose to constitute any Party a partner of any other Party to this Agreement in the conduct of any business or otherwise, or as a member of a joint venture or joint enterprise with any other Party to this Agreement. Neither Company nor Client has the power to bind the other Party to any contract, or to assume or create any obligation, expressed or implied, on behalf of the other Party unless specifically authorized in writing.

8. CONFIDENTIALITY:

Neither Party will make any disclosure to any third party concerning this Agreement or any SOW, without the prior written approval of the non-disclosing Party. Neither Party will make any disclosure of any proprietary, confidential or other non-public information or trade secrets of the non-disclosing Party, or any of its subsidiaries or affiliates concerning this Agreement or the disclosing Party's business, operations, strategic planning, research and development activities, current or proposed products, product designs, trade secrets, data, competitive business information, patents, patent rights, inventions, technology, copyrights, software (including, without limitation, source code, object code, and firmware), improvements, applications, processes, services, cost and pricing policies, client lists, contract lists, and including: (i) information in the form of diagrams, schematics, notes, scientific data and memoranda, and (ii) information relating to methods, know-how, and techniques. (the "Confidential Information") without the prior written approval of the non-disclosing Party and shall not use the same for any purpose other than the performance of its obligations under this Agreement or otherwise in direct connection with the operation of this Agreement.

Nothing in this Agreement will restrict any Party from disclosing information (A) that is already publicly available, (B) that was known to the disclosing Party on a non- confidential basis prior to its disclosure by the disclosing Party or is independently developed by the disclosing Party without reference to such information, (C) to the extent required by applicable law, rule or regulation of any governmental authority or in response to any summons, subpoena, discovery or similar request by or before any court, arbitrator

or governmental authority or pursuant to a request by a regulatory authority having jurisdiction over the business of the disclosing Party, provided that such disclosing Party will use commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure so as to permit the non-disclosing Party to seek a protective order or otherwise contest such disclosure, and such disclosing Party will use reasonable best efforts to cooperate, at the expense of the non-disclosing Party, with the non-disclosing Party in pursuing such protective order, and (D) to such Party's officers, managers, members, investors, employees, partners, auditors, insurance broker or underwriters, counsel or other representatives, so long as such Persons are informed of the confidential nature of such Confidential Information and the terms of this Clause 7 or are subject to an equivalent confidentiality obligation to such Party.

It is not the intention of the Parties that either party will receive or obtain any of the other's confidential and/or trade secret information. To the extent that either Party receives, or in any way obtains, any of other's confidential and/or trade secret information, both Parties agree to treat such confidential and/or trade secret information in the same manner that it would maintain its own confidential and/or trade secret information. Each Party will notify the other immediately, in writing, if either believe it has received or in any way obtained any of the other's confidential and/or trade secret information.

Notwithstanding any provision in this Agreement or any SOW to the contrary, such Party shall be fully liable to the other Party for any disclosure by any person referred to in clause (D) of the preceding sentence in violation of this Clause 7, including the non-disclosing Party's reasonable attorneys' fees and costs. Upon the termination or expiration of this Agreement (or at any time upon the request in writing of the disclosing Party), each Party shall return or, at the discretion of any other Party, destroy all Confidential Information of any other Party in its care, custody or control; provided, however, each Party may retain a copy of the other Party's Confidential Information to the extent required for legal or archival purposes. Neither Party will, during the term of this Agreement or at any time thereafter, disclose or use or attempt to use any such Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss to the disclosing Party.

9. NO DIRECT ENGAGEMENT OF RESOURCES

- (a) The Client shall not, and shall procure that its associates, parent undertakings, subsidiary undertakings or any organisations under the same or materially the same ownership or control as the client, shall not, directly or indirectly (including, but not limited to, through an agency), engage the services of any Resource provided by the Company either as an independent contractor or an employee or offer an extension of this Agreement directly to the Resource either during the Project or for 12 months after termination of this Agreement or completion of the Project other than under an agreement with the Company.
- (b) If there is any breach of this Condition, the Client shall pay the Company a penalty fee equivalent to the annualised charge rate of the Resource.

10. TERMINATION WITHOUT CAUSE:

Client or Company may terminate this Agreement at any time, without reason or cause, by giving prior written notice to the other party, stating that it elects to terminate this Agreement or any SOW as of the termination date set forth in such notice (the "Termination Date"). The Termination Date shall not be less than twenty-eight (28) days after the date of the termination notice unless otherwise specified within the SOW. Those provisions of this Agreement which by their terms should reasonably survive, in the event of any such termination, all obligations of the Parties under the terms of this Agreement shall cease as of the

Termination Date.

During the notice period, Client will continue to provide Company at least the same work and volume as it had been providing during thirty (30) days before such notice was given and became effective, and Company will continue to provide the Services. During such notice period, Client will continue to be charged and pay fees for the Services as provided in this Agreement.

Client shall make payments to Company for all Services performed in accordance with the terms and conditions of this Agreement, up to and including the Termination Date.

11. TERMINATION FOR CAUSE:

This Agreement may be terminated by either Party:

- (a) Immediately and without notice if in the event of non-payment by the Client or the Client undergoing insolvency proceedings of any nature, or
- (b) Any SOW or this Agreement and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations under the SOW or this Agreement and failure by the Defaulting Party to remedy such breach within ten (10) days after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither Party shall be relieved of any of its obligations incurred prior to such termination.

12. INDEMNIFICATION:

- (a) To the extent permitted by law and without limiting any other rights and remedies of both parties under this Agreement, both will defend, indemnify (limited as detailed below), and hold the other, and its parent, subsidiaries, directors, officers, agents, representatives, employees and assigns harmless from all claims, losses, and liabilities (including reasonable legal fees) arising from or to the extent caused by the other's breach or alleged breach of this Agreement or any representations or warranties; including but not limited to (i) its failure to discharge its duties and responsibilities set forth in Clause 1; (ii) or the negligence, gross negligence, or willful misconduct of officers, employees, or authorized agents in the discharge of those duties and responsibilities (iii) any claim that any of the Services, any of the Deliverables, any portion thereof, or Client's use or receipt thereof in the manner contemplated by the applicable SOW, violates any copyright, trademark, patent, database, trade secret, license, privacy, right of publicity, or other proprietary right of any third party or that any software developed by Company hereunder infringes on the right of any third party; (iv) any unauthorized material modifications to the Deliverables by Company from the version of such materials approved by Client and any failure by Company to follow the requirements and procedures identified.
- (b) Company shall not be liable for damage, delay, loss or failure of the Services caused solely by:
 - i. misuse or negligence by Client, its officers, employees, agents, invitees or trespassers;
 - ii. any failure to provide the services, negligence, wrongful, dishonest or fraudulent acts or omissions, theft of any data or material by any contractor provided via Resource Augmentation;
 - iii. Force Majeure (as hereinafter described);
 - iv. use of the Services, outside of their intended purpose or design, with services provided by anyone other than Company or its agents or employees.

Limitation of Liability

- i. Except as provided under General Limitation below and to the maximum extent permitted by

law, neither Party, nor any of its officers, directors, shareholders, employees, insurers, attorneys, agents, permitted successors or assigns, will be liable for any amount in excess of the fees payable under this Agreement and/or any applicable SOW.

- ii. To the maximum extent permitted by law, in no event will either Party, its officers, directors, shareholders, employees, insurers, attorneys, agents, permitted successors or assigns, be liable, whether in contract, warranty, tort (including negligence or breach of statutory duty), strict liability, indemnity, contribution or otherwise, for any indirect, special, punitive, exemplary, incidental or consequential loss, damage, cost or expense of any kind whatsoever, however caused, or for any loss of production, cost of capital, loss of software, loss of profit, loss of revenues, contracts, business, loss of goodwill or wasted management time.

General Limitation

Notwithstanding the foregoing, the limitations set forth in this section shall not apply to (i) any liability caused by any intentional act, willful misconduct, or gross negligence of either party, or (ii) any liability that cannot be excluded under any applicable laws.

The maximum aggregate liability of Company, including its directors and employees or any of them, in respect of all and any claims, demands, suits, etc., made by Client or its affiliates or subsidiaries, under or in respect of breach or non-fulfilment of any of Company's obligations, including any of the warranties, representations, undertakings and/or indemnities contained in this agreement (and including any interests, costs, or expenses included in Client's or its affiliates' or subsidiaries' claim, or awarded against Company) shall be limited to and shall in no event exceed £1 million (GBP).

Except for a Party's indemnification or confidentiality obligations set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

The Party seeking indemnification will inform the other Party within thirty (30) business days after it received notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification will use commercially reasonable efforts to cooperate in the investigation and defence of any such matter. Failure of the Party seeking indemnification to timely notify the other of a claim, loss, liability, or demand shall relieve the indemnifying Party of its duty to indemnify solely to the extent such failure has compromised the ability to so indemnify.

The provisions in this Clause constitute the complete agreement between the Parties with respect to indemnification. The provisions of this Clause shall survive the termination or expiration of this Agreement or any SOW.

13. INSURANCE:

During the term of this Agreement, Company shall, at its own cost and expense, obtain and maintain in full force and effect insurance coverage in the minimum amounts described as follows:

- public liability insurance for a sum of not less than £5,000,000 (five million pounds) and
- professional indemnity insurance for a sum of not less than £5,000,000 (five million pounds) and
- employer's liability where required by statute and at the statutory level

Certificates will be delivered to Client upon request at the address set forth above. Nothing in this Paragraph shall be construed as limiting Company's liability to Client under this Agreement or SOW. The mere purchase and existence of insurance does not reduce or release Company from liability incurred and/or assumed within the scope of this Agreement.

14. FORCE MAJEURE:

If the performance of this Agreement, or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, without limitation, the operating telephone company serving the premises, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion, terrorist acts, or acts of public enemies, any law, order regulation, ordinance or requirement of any government or legal body or any representative of any such government; or labour unrest including, without limitation, strikes, slowdowns, picketing or boycotts; then the Party affected shall be excused from such performance on a day-for-day- basis. The Company shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume the performance of its obligations, in whole or in part, as soon as reasonably practicable.

15. SEVERABILITY:

If any term or provision of this Agreement or any SOW is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement or any SOW shall remain in full force and effect.

16. COOPERATION:

Client and Company agree to comply with all reasonable requests to necessary to fulfill the Party's obligations under this Agreement and any SOW. Client may, upon reasonable prior notice, to review during business hours Company's books and records relating to the Services. Company must maintain complete records reflecting the costs of all materials, equipment, and Services purchased and any work subcontracted. These records and supporting documents must be available at Company's premises for at least two (2) years after the termination of this Agreement.

17. ASSIGNMENT:

Company may not, without Client's prior written consent, assign, transfer or hypothecate this Agreement or any SOW, or any interest in this Agreement or any SOW including, without limitation, any right to the payment of any compensation payable pursuant to this Agreement, and no purported assignment, transfer or hypothecation will be effective or enforceable as against Client. Company may not subcontract for any of the Services to be provided pursuant to this Agreement without Client's prior written consent, and any purported subcontracting to which Client has not consented will not be effective or enforceable as against Client. All approved subcontracts shall contain provisions substantially identical to those contained in this Agreement and any SOW.

18. NO PERSONAL LIABILITY:

Notwithstanding any provision hereof to the contrary, under no circumstances shall a shareholder, partner, member, director, officer or employee of Company, or any other affiliate or subsidiary of either of the foregoing, be personally liable for any of the obligations under this Agreement or any SOW, except in the case of fraud or willful misconduct.

19. NOTICES:

All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent via overnight delivery by a nationally recognized carrier, addressed to the other party at its address set forth in this Agreement, and shall be deemed given upon (i) delivery, if personally delivered or on the date of attempted delivery, if delivery is refused, or (ii) one (1) business day after mailing, if sent via overnight delivery. Notice shall be sent to Company by certified mail at the address of its principal headquarters, Attention: Global Head of Contracts and Compliance, SystemsAccountants Limited, 28/29 The Point, Rockingham Road, Market Harborough, Leicestershire, LE16 7QU; or contracts@systemsaccountants.com. Notices shall be sent to Client by certified mail to: **CLIENT NAME AND ADDRESS**; or by email to: **CLIENT EMAIL**

20. COMPLETE AGREEMENT:

This Agreement and any applicable SOW supersedes all prior oral or written agreements and understandings between the Parties respecting the subject matter hereof, constitutes the entire agreement between the Parties relating to the subject matter herein, and cannot be changed unless mutually agreed upon in writing by both Parties.

21. COVENANTS, REPRESENTATIONS AND WARRANTIES:

Company and Client represent and warrant that they have all rights, authorizations or licenses to enter into this Agreement and any applicable SOW and perform the Services hereunder in compliance with all applicable laws and regulations, all data protection and privacy laws, rules and regulations. Company represents and warrants that each of its employees, agents or representatives assigned to perform hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner While working on the Client's premises, to observe Client's rules and policies relating to security of, access to or use of all or part of Client's premises and any of Client's properties, including proprietary or Confidential Information.

- (a) Each project deliverable shall comply with the timeline set forth in the SOW. Throughout the term of the SOW, such Deliverables and Services will comply in all respects with its specifications set forth in the SOW.
- (b) Unless otherwise listed in the SOW, the services are provided "as is", with all faults, defects, bugs, and errors. Company is not responsible for licensing or 3rd parties involved with or related to this project and SOW.
- (c) The Services shall meet or exceed the Service Levels (where applicable) set forth in the SOW or otherwise agreed by the Parties in writing. The Deliverables will not infringe or violate the copyright, trademark, trade name, trade secret, patent, or other intellectual property rights or any other right of a third party Company has not participated in any activity which could be or appear to be a conflict of interest, including, directly or indirectly, (i) receiving any remuneration or personal benefit of any kind, or (ii) providing any remuneration or other benefit to a third party in connection with this purchase order or to secure some other advantage in connection with or otherwise influence its relationship with Client (such as rebates or commissions).
- (d) Company has implemented and will maintain an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity,

the nature and scope of its activities, and the sensitivity of any consumer information at issue

22. NO THIRD-PARTY BENEFICIARY RIGHTS:

This Agreement and any applicable SOW are for the benefit of the Parties and not for any other person or entity. Nothing in this Agreement or SOW shall create a legal, contractual or equitable relationship with, or cause of action in favor of a third party against Client or Company.

23. COUNTERPARTS:

This Agreement and any SOW may be signed in counterparts, each of which shall be an original and all of which taken together constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart signed by the party to be charged.

24. ENFORCEABILITY:

In the event any provision of this Agreement is found not to be legally enforceable, such unenforceability shall not prevent the enforcement of any other provision.

In the event legal or other action is taken to enforce the terms of this Agreement or any SOW, the prevailing party shall be entitled to recover, among its other damages, its reasonable attorneys' fees, costs and expenses.

In the event any provision of this Agreement or any applicable SOW is found not to be legally enforceable, such unenforceability shall not prevent the enforcement of any other provision.

25. NO WAIVER:

The failure by either Party to insist upon strict performance of any of the provisions contained in this Agreement or any SOW on any occasion shall not be deemed a waiver of its right under that or any other provisions hereof.

26. PARAGRAPH HEADINGS:

Paragraph headings are for convenience only and shall in no way define, limit or enlarge the scope of this Agreement or any SOW.

27. GOVERNING LAW:

The Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

SYSTEMSACCOUNTANTS LTD.

CLIENT NAME

By: 

Name: Piers Reid

Title: Group CEO

Date:

By:

Name:

Title:

Date:

EXHIBIT A



SYSTEMSACCOUNTANTS

SCOPE OF WORK FOR:

CLIENT NAME

**EPM / ERP CONSULTANCY
SERVICES**

Prepared by: **Name**

Date: **Date**

Corporate Experience & Qualifications

Company Overview

SystemsAccountants are experts in delivering ERP, EPM, Analytics, and Change & Finance Transformation specialists. SystemsAccountants is here to help your organization operate with maximum efficiency by optimizing back-office operations and getting the best returns from your technology investments.

Our highly niche business model operates at the confluence of the CFO and CIO agenda. From systems selection and customization through implementation and post go-live support, SystemsAccountants can be your trusted partner through your EPM / ERP journey.

Our primary areas of expertise include:

- ERP, EPM & Analytics
- Process Automation
- Cloud Financial systems
- Change Management
- Finance & Digital Transformation
- Artificial Intelligence & Machine Learning

Corporate Experience

To date, SystemsAccountants has worked with 500+ EPM/ERP clients. At the time of writing, we specifically are engaged by clients to deliver a range of services including:

- greenfield implementation projects
- leading their system upgrades
- post go-live support, training & optimization.
- reporting enhancements
- modular & functionality deployments
- bespoke technical solutions

Our current and historical client base is populated by NGOs, Higher Education, Municipalities, Financial Services, Professional Services, Media, and Public Relations / Communication firms.

Notable clients of the past 12 months include:

- Havas Worldwide / Havas Media / Havas UK
- The Nature Conservancy
- Illinois State University
- Medicine Hat College (Alberta)
- Maryknoll
- City of Kelowna (British Columbia)
- City of Medicine Hat (Alberta)
- OANDA (Canada)
- Royal Roads University (British Columbia)

EXHIBIT A TO MASTER SERVICES AGREEMENT

SCOPE OF WORK NUMBER ref#

This Scope of Work ("SOW") forms part of the Master Services Agreement ("MSA") between SYSTEMSACCOUNTANTS, Ltd a company registered in England ("Company") and **Client name** ("Client") (individually, a "Party" and collectively, the "Parties") dated as of **date**.

1. Terms and Conditions:

- i. Client **Client Name**
- ii. Location **Remote working**
- iii. Effective Date **Long date**
- iv. Term of Agreement **Enter duration** – *can include an estimate depending on the services required.*
- v. Termination Notice Period Please see Paragraph 7.
- vi. Fees Client will pay Company the hourly rates set forth in Paragraph 6
- vii. Special Terms **remove if not required**
- viii. Expenses **Remove if not required**

3. Description of Services:

Client engages Company to supply a specialist consultancy resource (the "Consultancy"), to deliver the services as set out below, (the "Services"):

Services Description:

- 1. Requirement 1 title :**
 - (a) requirement #1 details
 - (b) requirement #1 details
 - Estimate: (a) x hours, (b) x hours. **Total xx hours**
- 2. Requirement 1 title :**
 - (a) requirement #1 details
 - (b) requirement #1 details
 - Estimate: (a) x hours, (b) x hours. **Total xx hours**
- 3. Requirement 1 title :**
 - (a) requirement #1 details
 - (b) requirement #1 details

Estimated total fees: [based on hourly rate at £xx per hour - see Paragraph 6]:

- **Total Hours: xx-xx Hours**

- **Total fee: £xx - £xx**

4. Client's Responsibilities:

In addition to Client's other responsibilities as set forth in the MSA and SOW, Client will:

- i. Provide Company with written descriptions/specifications for the services to be fulfilled by Company/Consultant;
- ii. Schedule the days and hours when the Consultants are expected to be at the Location where applicable;
- iii. Provide Company with prompt and adequate responses to its requests for information and other requests related to the Professional Services to be performed under this SOW;
- iv. Ensure Client Resources and key decision makers are available as required throughout the project;
- v. Verify all hours worked by the Consultants and report those hours to Company;
- vi. Supervise the Consultants while at the Location and ensure that the work is performed to the Client's satisfaction where applicable;
- vii. Provide the Consultants with a safe Location and provide appropriate training, information and safety equipment with respect to any hazardous substances or conditions to which the Consultants may be exposed while at the Location where applicable;
- viii. Comply with all laws applicable to the Consultants including, but not limited to all labor and employment laws, wage and hour laws, immigration laws, occupational safety and health laws, and leave laws where applicable.

5. Fees and Payment

In accordance with the terms and conditions of this SOW, the Client agrees to pay Company the following rate for each Consultant assigned by Company: **£xx GBP per hour**.

The fees stated are exclusive of any Sales Tax chargeable thereon, which shall be payable in addition to the fees by the Client.

Any fee estimates provided in this SOW are provided as a guideline, final billing is on a time & materials basis at the rates detailed above.

Client shall pay to Company the fees and expenses in accordance with the payment terms set forth herein. The fees shall be calculated by multiplying the hourly rate of each Consultant by the number of hours for which the Consultant has worked.

Each Consultant shall accurately post their time via use of the Company's timesheets or online timesheet system, and the client will approve the number of hours recorded by each Consultant. When approved by Client (whether by email, via Company's Timesheets, or via the Company's online timesheet system) the time reported by each Consultant shall be binding on Client.

Invoices are submitted weekly to Client for services rendered by the Consultant(s) for the number of hours worked by the Consultant(s) the previous week plus approved expenses incurred by Company. Invoices submitted by Company to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within fifteen (15) business days of Client's receipt of the invoice. If a portion of any invoice is disputed, Client will pay the undisputed portion.

Payment is due within 30 days from receipt of the invoice, and Client agrees to pay a late payment penalty, as calculated under applicable law, if payment is not received by Company within thirty (30) calendar days of the date of the invoice to Client. The fees shall be exclusive of any sales taxes applicable thereon.

6. Non-Solicitation

Client agrees that during the term of this SOW, and for a period of 12 months after the Consultant(s)' assignment(s) with Client ends, not to directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, the Consultant(s) to be employed, directly or indirectly by Client or any third party associated with Client. In the event Client breaches this provision, Client agrees to pay Company damages in the amount of two hundred (200) percent of the Consultant's annualized compensation with Client.

7. Termination of Rights

Either Party may terminate this SOW at any point during the term of the agreement, upon providing not less than twenty-eight (28) days prior written notice to the other Party.

Notice shall be sent to Company by certified mail as detailed in the MSA

8. Cooperation

The Parties agree to cooperate with each other and assist in any investigation of any Consultant instituted by the Client or by any government authority.

SYSTEMS ACCOUNTANTS LTD

Client Name

By:



By:

Name:

Piers Reid

Name:

Title:

Group CEO

Title:

Date:

Date:

EXHIBIT B



Client Name
Client Address

Date

RESOURCE AUGMENTATION SCOPE OF WORK

This Scope of Work ("SOW") forms part of the Master Services Agreement ("MSA") between SYSTEMSACCOUNTANTS, Ltd a company registered in England ("Company") and **Client name** ("Client") (individually, a "Party" and collectively, the "Parties") dated as of **date**.

Contractor Details: **Contractor Limited Company name**

Status Determination: **On Payroll/Off Payroll delete as appropriate**

Summary Services Delivered: **Description of Services**

SOW Services: See Appendix 1

Start Date:

End Date:

Termination Period: **One Month**

Fees: **GBP _____ per Day**

Invoice: **Weekly**

Payment Terms: **30 Days**

Client Contact: **Client Contact Name**

Special Notes: **Insert further detail as required**

Please ensure that once the Resource completes time worked (via the SystemsAccountants Web Based Timesheet System) they are authorised on your behalf within 7 calendar days (via the SystemsAccountants Web Based Timesheet System). Once authorised by you, timesheets are binding on you, so any queries you have must be raised and dealt with before authorisation.

All sums payable under this agreement, unless otherwise stated, are exclusive of sales tax which shall be payable in addition, if applicable, at the appropriate rate.

The appointment of the Contractor introduced by us, shall be subject to the terms and conditions in this agreement and our master terms and condition. By signing this agreement, you are entering into a legally binding contract with us on these terms and conditions.

Any notices or correspondence about our contract should be sent to us at our Headquarters address below, marked for the attention of Joe O'Brien, Global Head of Contracts and Compliance, or by email to contractsadministration@systemsaccountants.com.

Any notices or correspondence about our contract will be sent to you at the address specified above, marked for the attention of **Client contact name** or by email to **Client contact email** unless you notify us of other contact details in writing.

Contract Ref: **xxx**

For and on behalf of **SystemsAccountants Limited:**



Piers Reid
CEO

For and on behalf of **Client name**

Print Name:
Position:
Date:

Appendix 1

Contract Ref: **xxx**

SOW Services	
Summary of requirements and Expected Outputs:	
Project Structure:	
Milestones:	
Deliverables:	
Review Dates:	
Expected Outputs:	
Acceptance Criteria:	