



Software as a service (SaaS) master services agreement

- (1) Supplier
- (2) Customer

Dated [2nd March 2020]

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This Agreement is made on

[2nd March 2020]

Between

- (1) (Supplier)
- (2) **COMPANY NAME** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Customer**)

Background:

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of [DETAILS].
- (B) The Customer wishes to use the Supplier's software service in its business operations.
- (C) The Customer wishes to appoint the Supplier to provide the services set out in this master services agreement ("**Agreement**") subject to the terms of this Agreement. The Supplier has agreed to supply such services on, and subject to, the terms and conditions of this Agreement.

Agreed Terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"**Acceptance**" the determination by the Customer in accordance with Clause 10.3 that a Deliverable satisfies the relevant Acceptance Criteria and has passed the Acceptance Procedures, and the words "**Accept**" and "**Accepted**" shall be construed accordingly;

"**Acceptance Criteria**" means the criteria against which Deliverables will be tested to ensure that they comply with their Deliverable Specifications and can be Accepted by the Customer, as such criteria is agreed and specified in a relevant SOW;

"**Acceptance Procedures**" means the Acceptance testing protocols and procedures that the parties will use to determine if Deliverables meet their Deliverable Specifications, as such protocols and procedures are set out in a relevant SOW;

"**Affiliate**" any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

"**Applicable Laws**" means all applicable laws, statutes, regulations and codes from time to time in force;

"**Authorised Users**" those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Platform Services and the Documentation, as further described in the Platform Services Terms;

"**Available Services**" means the services available for purchase from the Supplier by the Customer under this Agreement, being the Configuration Services, Integration Services and Platform Services as set out in Schedule 1 (*Available Services*);

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Business Hours**" means the period from [9.00 am to 5.00 pm] local UK time on any Business Day;

"Change of Control" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

"Change Order" has the meaning given in Clause 12.1;

"Confidential Information" means all confidential information which is disclosed, or made available, directly or indirectly by one party to the other whether before, on or after the Effective Date, and whether orally, in writing, in electronic form or other media, which relates to a party's business including without limitation its products, operations, processes, plans or intentions, developments, trade secrets, know-how, market opportunities, personnel, suppliers and customers of the party disclosing it, any other information which is identified as being of a confidential nature or would appear to a reasonable person to be confidential and all information derived from any of the above together with the existence or provisions of the Agreement and the negotiations relating to it;

"control" shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

"Customer Data" means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Platform Services or facilitating the Customer's use of the Services;

"Customer Materials" means all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services including the items provided pursuant to Clause 5.1(d);

"Customer's Equipment" means any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in a SOW;

"Customer Lead" means the individual identified as such in a Statement of Work, as appointed pursuant to Clause 5.1(b);

"Customer Systems" means the software, databases, telecommunications system, hardware and other equipment owned by, or licensed to the Customer or any Affiliate of the Customer (excluding any Supplier Equipment and the Platform);

"Configuration Services" means the Platform configuration services described in Schedule 1;

"Data Protection Laws" means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("**GDPR**"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("**DPA**") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("**UK GDPR**") (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time;

"Defect" means an error in a System Deliverable which causes the System Deliverable to fail to comply substantially with the Deliverable Specification or the Acceptance Criteria for that System Deliverable;

"Deliverables" means any outputs of the Services to be provided by the Supplier to the Customer as specified in a SOW and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment);

"Deliverable Specification" means any specification for Deliverables being provided by the Supplier as agreed between the parties and specified in a SOW (as may be updated only in accordance with the terms of this Agreement);

"Delivery Date" means the date specified for delivery of a Deliverable, as set out in a SOW;

"Documentation" means the document made available to the Customer by the Supplier online via [INSERT WEB ADDRESS] or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Platform Services and the user instructions for the Platform Services;

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"Effective Date" means the date of this Agreement;

"Initial Subscription Term" means the initial term of the Platform Services as set out in a relevant SOW;

"Integration Services" means the integration services described in Schedule 1;

"Intellectual Property Rights" and/or **"IPR"** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"IPR Claim" has the meaning given to that term in Clause 15.6;

"Integration Services" means the Platform integration services as described in Schedule 1;

"Key Personnel" means the Supplier Lead and the individuals identified as key personnel in a Statement of Work, or any replacement individuals appointed by the Supplier pursuant to Clause 4.3(d) or Clause 4.3(e);

"Mandatory Policies" means the Customer's business policies and codes listed in Schedule 2, as amended by notification to the Supplier from time to time;

"Milestones" means a date by which a part or all of the Integration Services or Configuration Services provided pursuant to a SOW are to be completed, as set out in the relevant SOW;

"Milestone Date" means the date for completion of a Milestone as set out in a SOW;

"Platform" means the online software applications provided by the Supplier as part of the Platform Services;

"Platform Services" means the Platform subscription services provided by the Supplier via [INSERT WEB ADDRESS] or any other website notified to the Customer by the Supplier from time to time, as more particularly described in Schedule 1 and the Documentation;

"Platform Services Terms" means the terms set out in Schedule [SOW] (*Platform Services Terms*);

"Reference Charges" means the standard charges for the Available Services or the framework for calculating them as set out in Schedule 1;

"Renewal Period" means the period of renewal of any User Subscriptions following the Initial Subscription Term, as described in a SOW (if applicable);

"Service Credits" means any sums payable by the Supplier to the Customer in respect of a failure to achieve a Service Level, as specified in the relevant SOW in respect of that Service Level;

"Service Levels" means the service levels (if any) specified in the relevant SOW for a given Service;

"Services" means the Available Services which are provided by the Supplier under a SOW, including services which are incidental or ancillary to the Services;

"SOW Charges" means the sums payable for the Services as set out in a SOW;

"SOW Effective Date" means, in relation to each SOW, the date on which such SOW becomes effective, as specified in the SOW;

"SOW Term" means, in relation to a SOW, the period commencing on the SOW Effective Date and ending on the expiry of the SOW (as specified in the SOW) or, if the SOW is terminated early, the date of termination of such SOW;

"Statement of Work" or "SOW" means the detailed plan, agreed in accordance with Clause 3 (*Statements of Work*), describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 6;

"Subcontractor" means a third party other than the Supplier to whom the Supplier subcontracts the performance of any of its obligations under this Agreement, in accordance with Clause 29;

"Subscription Fees" means the subscription fees payable by the Customer to the Supplier for User Subscriptions purchased pursuant to a SOW, as set out in the relevant SOW;

"Subscription Term" means the term of the Customer's subscription to the Platform Services pursuant to an SOW, being the Initial Subscription Term together with any subsequent Renewal Periods;

"Supplier Equipment" means any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in a SOW;

"Supplier Lead" means the individual identified as such in a Statement of Work, or any replacement individual appointed by the Supplier pursuant to Clause 4.3(d) or Clause 4.3(e), being the person responsible for managing the Services on behalf of the Supplier;

"Supplier Personnel" means all personnel whom the Supplier or a Subcontractor engages to perform the Services;

"Support Services Policy" means the Supplier's policy for providing support in relation to the Services as made available at *[INSERT WEB ADDRESS]* or such other website address as may be notified to the Customer from time to time;

"System Deliverable" means a Deliverable or set of Deliverables which comprise of configurations of and interfaces to a defined set of functionality of the Platform (or interfaces to the Customer Systems or the Platform), and which are intended for Acceptance by the Customer for live production use;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

"User Subscriptions" the user subscriptions purchased by the Customer pursuant to a relevant SOW which entitle Authorised Users to access and use the Platform Services and the Documentation in accordance with this Agreement;

"VAT" means any tax chargeable pursuant to the Value Added Tax Act 1994 or the EC Sixth Directive (77/388/EEC), or any equivalent sales, purchase or turnover tax chargeable in accordance with Applicable Laws in force at the tax point date;

"Virus" any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. **Commencement and Duration**

- 2.1 This Agreement shall commence on the date it has been signed by all the parties and shall continue, unless otherwise terminated in accordance with the terms of this Agreement, continue in full force and effect thereafter provided that, where there are no outstanding Statements of Work pursuant to this Agreement and any applicable Exit Periods have expired, either party shall be entitled to terminate this Agreement by providing at least [thirty (30) days'] written notice to the other party, with this Agreement terminating upon expiry of such period (the **"Term"**).
- 2.2 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under Clause 2.1.
- 2.3 This Agreement is a framework agreement which sets out the terms and conditions under which the Supplier shall provide Services to the Customer.
- 2.4 Where the parties agree that the Supplier shall provide certain Services to the Customer, they shall complete and sign a SOW for such purpose in accordance with Clause 3 (*Statements of Work*). The Customer may procure any of the Available Services by agreeing a SOW with the Supplier pursuant to Clause 3 (*Statements of Work*).
- 2.5 The Supplier shall provide the Services from the SOW Effective Date, unless otherwise specified in the SOW.

3. **Statements of Work**

- 3.1 Each SOW shall be agreed in the following manner:
- (a) the Customer shall ask the Supplier to prepare a draft SOW for Available Services required by the Customer;
 - (b) within [3] Business Days of the Customer's request, the Supplier shall notify the Customer of any additional information it reasonably requires in order to prepare a SOW;
 - (c) within [2] Business Days of receipt of the required information from the Customer, the Supplier shall provide the Customer with the draft SOW requested;
 - (d) the Supplier and the Customer shall discuss and agree that draft SOW; and
 - (e) both parties shall sign the draft SOW when it is agreed.
- 3.2 Unless otherwise agreed, the SOW Charges shall be calculated in accordance with the Reference Charges.
- 3.3 Once a SOW has been agreed and signed in accordance with Clause 3.1(e), no amendment shall be made to it except in accordance with Clause 6.1 (*Change Control*) or Clause 33 (*Variation*).
- 3.4 Each SOW shall commence on its SOW Effective Date and, subject to any early termination in accordance with the terms of this Agreement, continue in full force and effect for the relevant SOW Term, following which such SOW shall terminate. Notwithstanding Clause 2 (*Commencement and Duration*), the terms of Clause 22 (*Consequences of Termination*) shall apply in respect of any early termination of this Agreement.
- 3.5 Each SOW shall be part of this Agreement and shall not form a separate contract to it.
- 3.6 Both parties shall act reasonably and in good faith in undertaking the provisions of this Clause 3 and agreeing any draft SOW.
- 3.7 If there is a conflict between the terms in the main body of this Agreement, the Schedules or a SOW, then, except to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Agreement in the following order of precedence: (i) SOW; (ii) Annexes to a SOW; (iii) Exhibits; (iv) the main body of this Agreement; and (v) the Schedules.

4. **Supplier's Responsibilities**

- 4.1 The Supplier shall (and shall procure that any of its Supplier Personnel and Subcontractors shall):
- (a) provide the Services and the Deliverables in accordance with the requirements of the SOW and this Agreement;
 - (b) ensure that the Services and Deliverables will conform in all respects with the SOW and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;
 - (c) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;

- (e) co-operate with the Customer in all matters relating to the Services, and comply with the Customer's reasonable instructions regarding the Services and Deliverables communicated to the Supplier from time to time;
 - (f) before the date on which the Services are to start, obtain and maintain during the term of the relevant SOW, all necessary licences and consents and comply with all relevant legislation in relation to the Services;
 - (g) where Supplier is delivering Services onsite at the Customer's premises, observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises from time to time and that have been communicated to it under Clause 5.1(e) [and listed at Schedule 2]. The Customer reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to the Customer's premises, which shall only be given to the extent necessary for the performance of the Services;
 - (h) ensure that its delivery of the Services and Deliverables complies at all times with the Customer's policies and procedures regarding information and data security that have been communicated to it under Clause 5.1(e) [and listed at Schedule 2];
 - (i) hold all Customer Materials in safe custody at its own risk, maintain such Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;
 - (j) take good care of any Customer's Equipment provided by the Customer pursuant to Clause 5.1(e);
 - (k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
 - (l) notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier;
 - (m) comply with (i) any local social regulations applicable to it (including the UK Modern Slavery Act 2015), and (ii) the principles of the conventions of the International Labour Organisation (where applicable in respect of its obligations under this Agreement); and
 - (n) comply with any additional obligations imposed on it as set out in a SOW.
- 4.2 Time is of the essence in relation to any Milestones for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Customer's right to terminate this Agreement and any other rights it may have), the Customer may:
- (a) refuse to accept any subsequent performance of the Services under the relevant SOW which the Supplier attempts to make;
 - (b) purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
 - (c) hold the Supplier accountable for any loss and additional costs incurred; and
 - (d) have any sums previously paid by the Customer to the Supplier in respect of the affected Services refunded by the Supplier.
- 4.3 In relation to the Supplier Personnel, the Supplier shall:

- (a) use the Key Personnel in the provision of the Configuration Services and Integration Services;
- (b) ensure that all Supplier Personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;
- (c) ensure that the Supplier Lead has authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders);
- (d) promptly inform the Customer of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by the Customer, provide a suitably qualified replacement for such individual; and
- (e) use its best endeavours not to make any changes to the Key Personnel throughout the term of the relevant SOW and obtain the prior written approval of the Customer (such approval not to be unreasonably withheld or delayed) to any replacements for such individuals.

5. Customer's Obligations

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) ensure that the Customer Lead has authority to contractually bind the Customer on all matters relating to the Services (including by signing Change Orders);
- (c) provide access to the Customer's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in advance, for the purposes of delivering the Services;
- (d) provide to the Supplier all documents, information, items and materials required under a Statement of Work;
- (e) provide the Customer's Equipment to the Supplier by the dates specified and in the manner prescribed in a SOW;
- (f) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises to which the Supplier will require access. [The Customer's requirements in this regard are set out in Schedule 4]; and
- (g) Provide required infrastructure access where consultants required to work remotely or on-premise as per SOW

6. Default by the Customer

6.1 To the extent that the Supplier's performance of any of its obligations under this Agreement is prevented or delayed by a failure of the Customer to comply with its obligations under this Agreement, the Supplier shall be entitled to an extension of time in respect of the performance of the affected obligation commensurate in length to the period of delay caused by the Customer's failure to comply; provided that the Supplier:

- (a) takes reasonable steps to mitigate any failure, delay or issue arising from the Customer's failure to comply; and
- (b) notifies the Customer as soon as reasonably practicable of the failure by the Customer and the corresponding obligation that the Supplier will be prevented from or delayed in performing

7. **Milestones, Service Levels and Service Credits**

7.1 Each SOW shall set out any applicable:

- (a) Milestones and their corresponding Milestone Dates; and
- (b) Service Levels and corresponding Service Credits.

7.2 The Supplier shall:

- (a) ensure that each Milestone is achieved by its corresponding Milestone Date;
- (b) comply with any Service Levels; and
- (c) where any Service Credits are payable, [credit the Customer for the relevant Service Credits accrued and due to be paid in accordance with the relevant SOW and the parties agree that, unless otherwise expressly specified in a SOW, the payment of such Service Credits shall not be considered the sole and exclusive remedy of the Customer in respect of the Supplier's failure to achieve the applicable Service Level.

8. **Delays and Early Warning**

8.1 The Supplier shall notify the Customer as soon as reasonably practicable after it becomes aware of any failure, or likely failure, to perform any of its obligations under this Agreement within any agreed timescale (including in respect of any Milestone Date, Service Level or Delivery Date) (as such may have been extended under Clause 6 (*Default by the Customer*)).

8.2 In such circumstances as outlined in Clause 8.1 (*Delays and Early Warning*) above, the Supplier shall, at its own cost:

- (a) implement a plan of action to prevent, or mitigate the impact of, any failure or delay, including by committing such additional resources as may reasonably be required or implementing appropriate workarounds;
- (b) investigate, assemble and preserve information with respect to the causes of the failure, delay or issue; and
- (c) remedy or prevent the causes of the failure, delay or issue as promptly as possible.

8.3 Where the Supplier has provided notice to the Customer pursuant to Clause 8.1 (*Delays and Early Warning*), the Customer may, at its sole discretion and without prejudice to any other rights or remedies the Customer may have in respect of such failure or delay:

- (a) agree to an extension of time in respect of the relevant timescales, and the parties shall act reasonably in agreeing a reasonable reduction in the corresponding Charges to be paid to the Supplier in recognition of the delayed performance (provided that, if the parties are unable to come to agreement on the appropriate reduction in the Charges, the Customer shall be entitled to make an election under Clause 8.3(b) (*Delays and Early Warning*)); or
- (b) in circumstances where the Customer reasonably considers that an extension of time will not be possible in light of the Services to be provided under the applicable SOW, notify the Supplier that no extension will be possible, in which case, the Customer shall be entitled to elect to:
 - (i) obtain substitute Services (including any software, platform and/or Deliverables) from a third party provider and reclaim any additional costs it incurs in doing so from the Supplier;

- (ii) obtain a refund of all sums already paid by the Customer to the Supplier in respect of the affected Services; or
- (iii) exercise any of its rights of termination pursuant to Clause 21 (*Termination*).

9. **Service Terms**

- 9.1 The Platform Services Terms shall apply in respect of any SOW under which the Customer purchases Platform Services from the Supplier.

10. **Delivery and Acceptance**

- 10.1 The Supplier shall deliver each Deliverable to the Customer on or before the applicable Delivery Date. The parties may agree in writing to amend any Delivery Date specified in a SOW.
- 10.2 Following the provision of a Deliverable to the Customer by the Supplier, the parties shall follow the agreed Acceptance Procedures in order to assess whether the Deliverables meet their respective Acceptance Criteria.
- 10.3 If the Customer (acting reasonably) is satisfied that the Deliverable in question complies with its relevant Acceptance Criteria, the Customer shall accept such Deliverable by providing written notice of the same to the Supplier.
- 10.4 If, following completion of the Acceptance Procedures, the Customer (acting reasonably) is not satisfied that the Deliverable in question complies with the requirements of this Agreement (including the relevant SOW), or the Acceptance Procedures identify one or more Defects in a Deliverable, the Supplier shall amend the Deliverable accordingly and then submit it to the Customer for further review in accordance with this Clause 10 (*Delivery and Acceptance of Deliverables*).
- 10.5 If the Deliverable fails such further review by the Customer, the Customer shall be entitled to:
- (a) reject such Deliverable by providing written notice of the same to the Supplier; and
 - (b) a refund of any sums already paid to the Supplier in respect of the rejected Deliverable within the terms agreed in SOW

[NOTE: This is a relatively light Acceptance provision, designed for use where the volume of custom Deliverables is limited. If customisation/configuration will form a major part of the Services, consider developing these provisions.]

11. **TUPE on Exit**

If TUPE is applicable when a SOW comes to an end (either by expiry or termination), the provisions of Schedule [4] shall apply.

[NOTE: Consider whether TUPE is relevant to the Services, and whether TUPE may also apply on entry into the Services (in addition to Exit). If TUPE applies on entry, additional provisions may need to be considered.]

12. **Change Control**

- 12.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:
- (a) the Services;
 - (b) the SOW Charges;

- (c) the timetable for the Services; and
 - (d) any of the other terms of the relevant SOW.
- 12.2 If the Customer wishes to make a change to the Services:
- (a) it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
 - (b) the Supplier shall, within [3] Business Days of receiving the Customer's request at Clause 12.2(a), provide a draft Change Order to the Customer.
- 12.3 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to the Customer.
- 12.4 If the Supplier submits a draft Change Order in order to comply with any applicable safety or regulatory requirements and such changes do not affect the nature, scope of, or charges for the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 12.5 If the parties:
- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant SOW; or
 - (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 38 (*Dispute Resolution*).
- 12.6 The Supplier shall only be entitled to charge for the time it spends on preparing and negotiating Change Orders which originate from the Customer in accordance with Clause 12.2. The Supplier shall charge for its time so spent on a time and materials basis at the Supplier's daily rates specified in Schedule [3].
- 13. Charges and Payment**
- 13.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the SOW Charges in accordance with the provisions of this Clause 13 and the applicable SOW.
- 13.2 Where the SOW Charges are calculated on a time and materials basis:
- (a) the Supplier's daily fee rates for each individual person for each relevant Service as set out in Schedule 1 are calculated on the basis of an eight-hour day, worked during Business Hours;
 - (b) the Supplier shall not be entitled to charge on a pro-rata basis for part days worked by the Supplier's team during Business Hours, unless it has the Customer's prior written consent to do so;
 - (c) if the Customer has agreed to the Supplier's personnel carrying out specific work outside Business Hours the Supplier may charge for the time so spent by such personnel at an overtime rate of [150%] of the daily fee rate set out in Schedule [3], pro-rated to reflect the hours worked. The Customer may not charge for work done outside Business Hours in any other circumstances; and
 - (d) the Supplier shall ensure that every individual whom it engages on the Services completes time sheets to record time spent on the Services, and the Supplier shall indicate the time spent per individual in its invoices.
- 13.3 Where the SOW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a SOW.

- 13.4 All SOW Charges shall be exclusive of VAT, which shall be payable by the Customer to the extent applicable at the rate and in the manner prescribed from time to time by Applicable Laws.
- 13.5 Unless otherwise set out in a SOW, the SOW Charges shall exclude the following costs which shall be payable by the Customer monthly in arrears, subject to submission of an appropriate invoice:
- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, provided always that the Supplier shall obtain the Customer's written approval before incurring any such expense which exceeds [£300] in any month]; and
 - (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services as such items and their costs are specified in the Statement of Work, or approved by the Customer from time to time.
- 13.6 The Supplier shall invoice the Customer for the SOW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the SOW. If no intervals are specified, the Supplier shall invoice the Customer at the end of each month for Services performed during that month. All invoices and payments shall be in GBP unless otherwise stated in a SOW.
- 13.7 The Supplier shall provide each invoice in such format and along with such supporting evidence or details as the Customer may reasonably request. Each invoice shall be delivered to the Customer at the address provided for in the applicable SOW.
- 13.8 The Customer shall pay each invoice submitted to it by the Supplier within [15] days of receipt to a bank account nominated in writing by the Supplier.
- 13.9 If the Customer fails to make a payment due to the Supplier under this Agreement by the due date then, without limiting the Supplier's remedies under Clause 21 (*Termination*), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 13.10 If the Customer disputes a payment in good faith, then the interest payable under Clause 13.9 is only payable after the dispute is resolved, on sums found or agreed to be due, from [20] days after the dispute is resolved until payment.
- 13.11 The Customer may, at any time set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
14. **Audit**
- 14.1 The Supplier shall allow the Customer (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the SOW Charges and any other sums charged to the Customer under this Agreement are accurate.
- 14.2 Subject to the Customer's obligations of confidentiality at Clause 19 (*Confidentiality*), the Supplier shall provide the Customer (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 14.3 The Customer shall provide at least [5] Business Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours.

- 14.4 The Customer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

15. Intellectual Property Rights

[NOTE: These IPR provisions will need to be reviewed closely to ensure that they work in the context of the Services being provided. As these provisions have been developed for SaaS services, IP rights in and to Deliverables are retained by the Supplier. If the Customer wishes to own IP rights in the Deliverables (and/or any other materials) these provisions will need to be adjusted accordingly.]

- 15.1 Each party and/or its third party licensors retain ownership of any Intellectual Property Rights owned by it and/or its third party licensors prior to the Effective Date or which are or have been developed independently of this Agreement (whether prior to the Effective Date or not) without reference to Intellectual Property Rights of the other party.
- 15.2 In relation to the Customer Materials:
- (a) the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - (b) the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement only as necessary for the purpose of providing the Services to the Customer.
- 15.3 In relation to the Deliverables:
- (a) the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
 - (b) the Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to use, copy, display [and modify] the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and
 - (c) the Customer may sub-license the rights granted in Clause 15.3(b):
 - (i) to its Affiliates [and customers]; and
 - (ii) [subject to their entering into appropriate confidentiality undertakings,] to third parties for the purpose of the Customer's receipt of services similar to the Services.
- 15.4 In relation to the Platform and Platform Services, the Customer acknowledges and agrees that the Supplier and/or its licensors shall retain ownership of all Intellectual Property Rights in the Platform, Platform Services and the Documentation, and except as expressly stated herein, this Agreement does not grant the Customer any rights in or to the Intellectual Property Rights in such Platform, Platform Services and the Documentation other than as specifically agreed herein.
- 15.5 Neither party shall delete proprietary information or trade mark or copyright notices (if any) appearing on the other's proprietary documentation or material.
- 15.6 The Supplier:

- (a) warrants that the receipt, use and onward supply of the Services and the Deliverables by the Customer [and its permitted sub-licensees] shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (b) shall indemnify and hold the Customer harmless against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (an "**IPR Claim**").
- 15.7 If any portion of the Services are alleged to infringe any third party Intellectual Property Rights, the Supplier may choose (acting reasonably and in good faith) to: (a) procure the rights for Customer to use the item alleged to be infringing; (b) replace the alleged infringing portion with a non-infringing equivalent; or (c) modify the alleged infringing portion to make it non-infringing while still providing substantially the same level of functionality in the Services. If Customer determines the actions from 10.3(a) to (c) are not (in its reasonable discretion) acceptable, Customer may immediately terminate the applicable SOW or this Agreement, and the Supplier and will return any prepaid Charges for the period following the effective date of termination.
- 15.8 If the Supplier is required to indemnify the Customer under this Clause 15, the Customer shall:
 - (a) notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 15.6(b)) (*IPR Claim*);
 - (b) allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Supplier shall obtain the Customer's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - (c) provide the Supplier with such reasonable assistance regarding the IPR Claim as is required by the Supplier, subject to reimbursement by the Supplier of the Customer's costs so incurred; and
 - (d) not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute.
- 16. **Insurance**

During the term of this Agreement and for a period of [1 year] after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £[1 M] and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 17. **Compliance with Laws and Policies**
 - 17.1 In performing its obligations under this Agreement, the Supplier shall comply at all times with:
 - (a) the Applicable Laws; and
 - (b) the Mandatory Policies.
 - 17.2 The Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.

18. **Data protection**

- 18.1 The terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**processing**", and "**personal data breach**" shall have the meanings set out in the Data Protection Laws.
- 18.2 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in Schedule [3], or as specified in the relevant SOW.
- 18.3 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 18.4 To the extent the Supplier receives from, or processes any Personal Data on behalf of, the Customer, the Supplier shall:
- (a) process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement), unless it is otherwise required by Applicable Laws (in which case, unless such law prohibits such notification on important grounds of public interest, the Supplier shall notify the Customer of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of this Agreement;
 - (b) not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the Customer;
 - (c) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
 - (d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - (e) not transfer, access or process such Personal Data outside the UK or the European Economic Area without the prior written consent of the Customer (and, if the Customer so consents, take such steps as are required by the Customer to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
 - (f) inform the Customer within [24] hours if any such Personal Data is (while within the Supplier's or its subcontractors' or affiliates' possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - (g) only appoint a third party (including any Subcontractors and Affiliates) to process such Personal Data with the prior written consent of the Customer, and notwithstanding any such appointment the Supplier shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Supplier;
 - (h) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this Agreement;
 - (i) as the Customer so directs, return or irretrievably delete all Personal Data on termination or expiry of this Agreement, and not make any further use of such Personal Data (except to the extent Applicable Laws requires continued storage of the Personal Data by the Supplier and the Supplier has notified the Customer accordingly, in which case the provisions of this Clause 18 shall continue to apply to such Personal Data);

- (j) provide to the Customer and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Clause 18 and/or the Data Protection Laws;
 - (k) permit the Customer or its representatives to access any relevant premises, personnel or records of the Supplier on reasonable notice to audit and otherwise verify compliance with this Clause 18;
 - (l) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (m) notify the Customer within [two (2) Business Days] if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data;
 - (n) provide the Customer with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
 - (o) indemnify the Customer on demand against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this Clause 18.
- 18.5 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
19. **Confidentiality**
- 19.1 Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and shall:
- (a) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;
 - (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information;
 - (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or as permitted by this clause 19.
- 19.2 Notwithstanding clause 19.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees and any sub-contractors or other third parties which are directly involved in, and strictly need to know such Confidential Information for the purpose of, enabling the Recipient to perform its obligations or exercise its rights under this Agreement. The Recipient shall ensure that all such directors, employees, sub-contractors and third parties are aware of the confidential nature of the information and the Recipient shall impose upon them, and procure compliance with, confidentiality obligations which are substantially the same as those which are set out in this clause 19 except that disclosure by such sub-contractors or other third parties shall be prohibited.
- 19.3 The Recipient shall immediately inform the Disclosing Party in writing if the Recipient becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

- 19.4 The obligations of confidentiality set out in this clause 19 shall not apply:
- (a) where the Disclosing Party has given its specific prior written consent to the disclosure;
 - (b) to Confidential Information which has entered the public domain, other than as a result of a breach of this clause 19;
 - (c) where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; and
 - (d) where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.
- 19.5 The Recipient shall not be in breach of this clause 19 where it is required to disclose the Disclosing Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where the Recipient is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.
- 19.6 To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under the Agreement, the Recipient shall (and shall procure that its directors, employees, sub-contractors and other relevant third parties shall) either return to the Disclosing Party immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including without limitation all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in its possession or under its control, or (at the Disclosing Party's option) destroy it.
- 19.7 The parties acknowledge that damages may not be an adequate remedy for a breach of this clause 19 or the confidentiality undertakings entered into by their directors, employees, sub-contractors and other third parties pursuant to clause 19.2. Each party shall be entitled to seek any legal or equitable relief, including without limitation injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this clause 19.2 or of the confidentiality undertakings which the Recipient is required to obtain for the purposes of disclosure pursuant to clause 19.2.

20. **Limitation of Liability**

20.1 Nothing in this Agreement shall:

- (a) limit or exclude the Supplier's or the Customer's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law; or
- (b) limit or exclude the Supplier's liability under Clause 15.6(b) (*IPR indemnity*) or Clause 18.4(o) (*Data processing indemnity*)).

20.2 Subject to Clause 20.1:

- (a) neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;
- (b) the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of £[500,000] and [three hundred] per cent ([300]%) of the total annual charges (calculated by reference to the charges in successive 12-month periods from the date of this Agreement) paid and payable by the Customer under all this Agreement; and
- (c) the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to [fifty per cent ([50]%) of the total charges paid by the Customer under this Agreement].

20.3 Notwithstanding Clause 20.2(a), the losses for which the Supplier assumes responsibility and which shall (subject to Clause 20.2(b) and Clause 20.2(c)) be recoverable by the Customer include:

- (a) sums paid by the Customer to the Supplier pursuant to this Agreement, in respect of any services not provided in accordance with the terms of this Agreement;
- (b) wasted expenditure;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d) losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier;
- (e) anticipated savings; and
- (f) [ANY OTHER HEADS OF LOSSES THE CUSTOMER WISHES TO RECOVER].

20.4 No amount awarded or agreed to be paid under the indemnity in Clause 15.6(b) (*IPR indemnity*) or Clause 18.4(o) (*Data processing indemnity*) shall count towards the cap on the Supplier's liability under Clause 20.2(b).

21. Termination

General

21.1 Without prejudice to any other rights or remedies, either party may, by written notice to the other, terminate this Agreement with immediate effect if:

- (a) the other party commits a material breach of this Agreement which is incapable of remedy; or
- (b) the other party commits a material breach of this Agreement which is capable of remedy and fails to remedy such material breach within [20] Business Days after receiving written notice requiring it to remedy that material breach; or
- (c) the other party repeatedly breaches this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to perform its obligations in accordance with this Agreement; or

- (d) the other party suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1), Insolvency Act 1986; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (f) a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up, provisional winding up, of the other party, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that other party; or
- (g) a receiver, administrative receiver, administrator, compulsory manager or any similar officer is appointed in respect of the other party or any of its assets, or any step is taken towards the appointment of any such officer; or
- (h) the other party commences negotiations in relation to, or enters into, any arrangement, compromise, assignment or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or
- (i) enforcement of any security over any assets of the other party; or
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 21(d)-(h) inclusive.

Termination by the Customer

21.2 Without affecting any other right or remedy available to it, the Customer may terminate:

- (a) any SOW
 - (i) immediately upon written notice to the Supplier if the Supplier commits a material breach of the relevant SOW and such breach is irremediable or (if such breach is remediable) fails to remedy the breach within a period of twenty (20) Business Days after being notified in writing to do so; or
 - (ii) [for convenience on [thirty (30) days' prior written notice to the Supplier without any cost or liability to the Customer, save that the Customer shall pay the costs and expenses proven by the Supplier to have been reasonably and properly incurred in connection with the provision of the Services pursuant to the relevant SOW up to the effective date of termination (subject to the Supplier taking reasonable steps to mitigate such costs and expenses); or]
- (b) this Agreement as a whole with immediate effect by giving written notice to the Supplier if:
 - (i) the Supplier commits a breach of Clause 17; and/or
 - (ii) there is a change of control of the Supplier.

22. Consequences of Termination

22.1 Termination or expiry of any one SOW shall not affect the continuing validity or operation of any other SOWs entered into pursuant to this Agreement (nor the continuing application of this Agreement to such other SOWs). Termination or expiry of this Agreement as a whole shall not affect any outstanding SOWs then in force and the provisions of this Agreement shall be deemed to apply to any such outstanding SOWs for the duration of each applicable SOW Term, provided that, in the case of termination of this Agreement, the terminating party shall be entitled to terminate any or all outstanding SOWs (either collectively or individually) immediately on written notice to the other party

- 22.2 On termination of a SOW or this Agreement as a whole, the Supplier shall:
- (a) subject to Clause 22.2(c) below, immediately cease work under the relevant SOW or this Agreement as a whole; and
 - (b) the Supplier shall, unless such materials are required by the Supplier pursuant to a request from the Customer under Clause 22.2(c) below, promptly return all Customer Materials and the Customer's Equipment. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
 - (c) if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it [including the assistance as set out in the relevant SOW].
- 22.3 All rights and obligations of the parties under this Agreement or the relevant SOW (as applicable) shall cease to have effect immediately upon termination or expiry of this Agreement or the relevant SOW (as applicable) save that Clauses which are expressed to survive its termination or expiry, or which from their nature or context it is contemplated that they are to survive termination or expiry, shall continue in force following termination or expiry of this Agreement or any SOW, including: Clause 1 (*Interpretation*), Clause 11 (*TUPE on exit*), Clause 14 (*Audit*), Clause 15 (*Intellectual property rights*), Clause 19 (*Confidentiality*), Clause 20 (*Limitation of liability*), Clause 22 (*Consequences of termination*), Clause 34 (*Waiver*), Clause 32 (*Severance*), Clause 38 (*Dispute resolution*), Clause 39 (*Governing law and jurisdiction*).]
- 22.4 Termination or expiry of a SOW or this Agreement as a whole shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
23. **Force Majeure**
- 23.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- (a) flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom; and
 - (e) collapse of buildings, fire, explosion or accident.
- 23.2 Provided it has complied with Clause 23.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 23.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 23.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

23.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than [2] [weeks], the party not affected by the Force Majeure Event may terminate this Agreement by giving [2] [weeks'] written notice to the Affected Party.

24. **Anti-Bribery**

24.1 In connection with this Agreement and the provision, receipt or use of the Services (as applicable to a party), each party shall (and shall procure that any of its associated persons (as defined within the UK's Bribery Act 2010) shall):

- (a) comply with all Applicable Laws relating to anti-bribery and anti-corruption, including the UK's Bribery Act 2010 and the United States Foreign Corrupt Practices Act of 1977 (all as may be amended from time to time) (together, the "**Bribery Legislation**"); and
- (b) have in place (and shall at all times continue to have in place) and monitor and enforce policies and procedures to ensure compliance with the Bribery Legislation, including adequate procedures (as determined in accordance with the UK's Bribery Act 2010) designed to prevent any of its associated persons from committing an offence under any Bribery Legislation.

24.2 Any breach by the Supplier of this Clause 24 (*Anti-bribery*) shall be deemed to be a material breach of this Agreement not capable of remedy.

25. **Non-Solicitation**

During the Term, each party will not, without the prior written consent of the other party, whether directly or indirectly or in conjunction with, or on behalf of, any other person, solicit for employment (or engagement, provision or in any other capacity) any employee, consultant or other staff who have been employed or engaged in the provision or receipt of the Services or in the performance or management of this Agreement at any time during the preceding [*twelve (12) months*]. This Clause 25 (*Non-Solicitation*) shall not apply to unsolicited responses by such persons to bona fide general recruitment advertising placed by or on behalf of a party.

26. **Notices**

26.1 Any notice to be given to a party under this Agreement shall be in writing (which excludes email) in English signed by or on behalf of the party giving it, and shall be delivered personally, or sent by recorded delivery, to the address of the party set out on page 1 of this Agreement. Either party may, by a notice given in accordance with this clause, change its address for the purposes of this clause.

26.2 A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally (unless received after 5pm in which case it shall be deemed served on the next Business Day); or
- (b) 2 Business Days after posting in the case of an address in the United Kingdom and 5 Business Days after posting for any other address.

27. No Exclusivity or Commitment

The parties acknowledge that the Supplier is not the exclusive or sole supplier of the Services. Nothing in this Agreement shall oblige the Customer to purchase (including any minimum quantity of) any services from the Supplier, except as expressly agreed between the parties pursuant to a SOW.

28. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

29. Assignment and subcontracting

Neither party may assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner this Agreement or any right, benefit or interest under it, or subcontract any of its obligations under it, without the prior written consent of the other party.

30. Cumulative remedies

Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. Exclusion of third party rights

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

32. Severance

32.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

32.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

33. Variation

Except as expressly set out in this Agreement, no purported variation of this Agreement shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.

34. Waiver

No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

35. Entire agreement

35.1 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations,

understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:

- (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not except those expressly set out in this Agreement; and
- (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.

35.2 Nothing in this clause 35 shall limit or exclude any liability for fraud.

36. **Counterparts**

This Agreement may be executed in any number of counterparts and by the parties in separate counterparts[, but shall not be effective until each party has executed at least one counterpart]. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

37. **Further assurance**

At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to this Agreement.

38. **Dispute Resolution**

- 38.1 The parties shall use all reasonable endeavours to discuss and resolve any dispute which may arise out of or in connection with this Agreement. If the parties cannot resolve the dispute within **[insert period]** of the dispute arising through discussion by the parties' respective authorised representatives, the dispute shall be referred to senior representatives of the parties at a level of or equivalent to **[insert role]** for discussion and resolution.
- 38.2 If the dispute referred to the senior representatives of the parties under Clause 38.1 (*Dispute Resolution*) is not resolved within a maximum of **[insert period]** from the date of referral, the dispute shall be referred to the Supplier and the Customer's respective [Chief Executive Officers].
- 38.3 If the parties' [Chief Executive Officers] cannot resolve the dispute within a maximum of **[insert period]** from the date of referral under Clause 38.2 (*Dispute Resolution*), then the parties shall agree, within **[insert period]** of their respective [Chief Executive Officers] being unable to resolve the issue, as to whether the dispute shall be referred to mediation, which shall be administered by the [Centre for Effective Dispute Resolution ("**CEDR**") in London], before having recourse to litigation. Neither party shall be obliged to agree to a referral of the dispute to mediation, in which case the dispute shall be determined pursuant to Clause 39. Where the parties agree to do so, any mediation shall be conducted in accordance with the CEDR's rules then in force (including in respect of the procedures to be adopted, the process of selection of mediator and the costs involved). Any mediator appointed shall be independent to either party.
- 38.4 If the parties accept the mediator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing (including details of the resolution) and signed by each party. Once so signed, the agreement shall be binding on both parties.
- 38.5 Nothing in this Clause 38 (*Dispute Resolution*) shall prevent either party from applying at any time to the court for interim or injunctive relief on the grounds of breach, or threatened breach, of the other party's obligations of confidentiality under this Agreement, or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

39. **Governing law and jurisdiction**

- 39.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 39.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

This Agreement has been signed on the date appearing at the head of page 1.

Signed for and on behalf of

• **Limited**

Signature:

Name:

Position:

Date:

Signed for and on behalf of

• **Limited**

Signature:

Name:

Position:

Date:

Schedule 1

Available Services

The Services available for the Customer to order from the Supplier pursuant to a SOW are as follows:

1. Configuration Services	
Service Description:	Web & Mobile Application implementation and bespoke development Content management services and development of content management solutions using SiteCore User experience (UX) design and User Interface (UI) development System integration using Software AG and Oracle middleware components Business Intelligence and data management using Microsoft Azure BI, Oracle BI and Software AG Master Data Management Legacy application re-engineering for re-engineering the application from COBOL / FORTRAN / DECFORMS and SYSTEL Test automation, manual testing for functional and technical testing Headless eCommerce development and implementation support Infrastructure support services
Reference Charges	[The daily rate for the Supplier's Team]: [Set out the daily rates for the supplier's team] [The weekend/overtime rate for the Supplier's Team]: [•]
2. Integration Services	
Service Description:	[•]
Reference Charges	[The daily rate for the Supplier's Team]: [Set out the daily rates for the supplier's team] [The weekend/overtime rate for the Supplier's Team]: [•]

2. Platform Services**Service Description:**

Managed Application services for Oracle and Microsoft database and ERP solutions for daily BAU incident management, service operation and monitoring service for 24 hours and 7 days support

Schedule 2

Mandatory Policies

[LIST THE MANDATORY POLICIES HERE]

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy]
- [Corporate and Social Responsibility Policy]
- [Ethics and Anti-Bribery Policy]
- [Expenses Policy]
- [Health and Safety Policy]
- [Security Policy]
- [Information Security Policy]

Schedule 3

Processing, Personal Data and Data Subjects

The Personal Data processing activities carried out by the Supplier under this Agreement may be described as follows:

1. **Subject matter of processing**

[Provide a brief description of the subject matter of the processing, i.e. the subject matter of the Agreement as it involves personal data]

2. **Nature and purpose of processing**

[Describe the type of processing and its purpose(s)]

3. **Categories of Personal Data**

[Insert the categories of personal data which are subject to the processing]

4. **Categories of data subjects**

[Insert the categories of data subjects (i.e. individuals) whose data is subject to the processing]

5. **Duration**

[Insert duration of the processing, either by reference to the term of the Agreement or a defined point in the Agreement, or (if known) a fixed duration]

Schedule 4

TUPE on Exit

1.1 In this Schedule [4], the following definitions apply:

"New Supplier" means another party chosen by the Customer to take over the provision of all or part of the Services.

"Returning Employees" those persons listed in a Schedule to be agreed by the parties prior to the Subsequent Transfer Date who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately before the Subsequent Transfer Date.

"Subsequent Transfer Date" means the date or dates on which there is a transfer of responsibility for the provision of the Services or part of the Services between the Supplier and the Customer and/or a New Supplier (as the case may be).

1.2 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Supplier for any reason and where all or part of the Services continue to be provided by the Customer and/or a New Supplier, there may be a relevant transfer of the Returning Employees to the Customer and/or the New Supplier for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the Customer and/or the New Supplier in accordance with TUPE with effect from the Subsequent Transfer Date.

1.3 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the Customer and/or the New Supplier.

1.4 The Supplier shall not later than [six] months prior to the expiry of [this Agreement OR the relevant Statement of Work] (or, if earlier, within [NUMBER] days of notice being given of termination of this Agreement) to the extent lawfully permitted provide the Customer with the following details:

- (1) a list of those personnel engaged in the Services (Potential Returning Employees);
- (2) job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
- (3) terms and conditions of employment of the Potential Returning Employees, including any particulars that the Supplier is obliged to give under section 1 of the Employment Rights Act 1996;
- (4) any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
- (5) any claims, current or which the Supplier has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;
- (6) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees; and
- (7) information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

The Supplier shall provide updates of the details listed above at regular intervals to be specified by the Customer.

- 1.5 The Supplier shall indemnify the Customer (both for itself and a New Supplier) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Customer and/or a New Supplier in connection with or as a result of:
- (1) any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
 - (2) any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the Customer and/or New Supplier to comply with its or their duties under regulation 13 of TUPE; and
 - (3) a claim by any person who transfers or alleges that they have transferred to the Customer or the New Supplier but whose name is not included in the list of Returning Employees.
- 1.6 If TUPE applies to transfer the employment of any person employed by the Supplier to the Customer or any New Supplier then if the Customer or such New Supplier shall serve a notice terminating the employment of such person within [six months] after the date of such transfer, the Supplier shall indemnify the Customer (for itself and a New Supplier) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the Customer is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

Schedule 5

Platform Services Terms

1. User Subscriptions

- 1.1 Subject to the Customer purchasing User Subscriptions pursuant to a SOW in accordance with this Agreement, the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Platform Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 1.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) maximum number of Authorised Users that it authorises to access and use the Platform Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for his use of the Platform Services and Documentation, that such password shall be changed no less frequently than [30 Days] and that each Authorised User shall keep his password confidential; and
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within [5] Business Days of the Supplier's written request at any time or times.
- 1.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform Services that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right to disable the Customer's access to any material that breaches the provisions of this clause.
- 1.4 The Customer shall not:
- (a) except as may be allowed by any Applicable Laws which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the

Platform and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - (b) access all or any part of the Platform, Platform Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - (c) save as specifically authorised elsewhere in this Agreement, license, sell, rent, lease, transfer, assign, distribute, or otherwise make the Platform Services and/or Documentation available to any third party except the Authorised Users, or
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Platform Services and/or Documentation, other than as provided under this Agreement; or
 - (e) introduce or permit the introduction of, any Virus into the Supplier's network and information systems.
- 1.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 1.6 [The rights provided under this paragraph 1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.]

2. Additional User Subscriptions

- 2.1 Subject to paragraphs 2.2 and 2.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the SOW and the Supplier shall grant access to the Platform Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.
- 2.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall activate the additional User Subscriptions within [5] days of its approval of the Customer's request.
- 2.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in SOW and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3. Availability and Support

- 3.1 Unless otherwise specified in a SOW, the Supplier shall make the Platform Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and
 - (b) unscheduled maintenance performed outside Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least [[6] Business Hours'] notice in advance.
- 3.2 Unless otherwise specified in a SOW, the Supplier will, as part of the Platform Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer

support services during Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Platform Services are provided.

4. Customer Data

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 4.2 The Supplier shall follow its archiving procedures for Customer Data as set out in its [Back-Up Policy] available at [[INSERT WEB ADDRESS] or such other website address as may be notified to the Customer from time to time]. In the event of any loss or damage to Customer Data, without prejudice to the Customer's other available rights and remedies under the Agreement, the Supplier shall use all reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its [Back-Up Policy].
- 4.3 On termination of a relevant SOW or this Agreement for any reason the Supplier shall deliver to the Customer a back-up of its data within 30 days of termination, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination.

5. Charges and Payment

- 5.1 The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions monthly in arrears.
- 5.2 If the Supplier has not received payment within [90 days] of the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Platform Services and the Supplier shall be under no obligation to provide any or all of the Platform Services while the invoice(s) concerned remain unpaid; and

6. Liability

Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Platform Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Platform Services.

7. Consequences of Termination

In the event of termination of Agreement or relevant SOW, all licences granted under this Agreement or relevant SOW (as applicable) shall terminate and the Customer shall cease its use of the Platform Services and/or the Documentation licensed under this Agreement or relevant SOW (as applicable).

Schedule 6

Statement of Work Pro-Forma

Contract Information

Statement of Work No.:	☐ ("SOW")
Services in scope:	<i>Note: Delete as appropriate:</i> [Configuration Services] [Integration Services] [Platform Services]
SOW Effective Date:	☐ insert date of SOW
Governing Agreement:	this Statement of Work forms part of the Master Services Agreement dated ☐ insert date (the "Agreement") All defined terms shall have the meanings ascribed to them in the Agreement unless otherwise stated.
SOW Term / End date:	☐ insert details of SOW Term, or date on which the Services end OR ☐ insert detail of when the Services will be deemed completed
Service Location:	The Services will be provided: <i>Note: Delete as appropriate:</i> - On-site at the following Customer Premises: ☐ - Remotely from Supplier Premises
Affiliates:	The Services will be performed for the Customer and the following Customer Affiliates: - List or cross reference to a separate Annex ☐

Personnel

Supplier Lead:		
Customer Lead:		
Key Personnel:	Name & Role	Period assigned to Services

Sub-contractors

Sub-contractors:	Name	Location	Service

Service Summary

Platform Information:	Platform: [●] Version: [●]
Platform Modules:	The following Platform modules are [within the scope] or [out of scope] of the Services: - [List modules]
Service Overview:	[Insert high level summary] A detailed description of the Services is set out in [Annex 1 to this SOW.] [Insert Annex as appropriate] [The parties shall perform their respective obligations in accordance with, or as set out in, the RACI attached at Annex 2.]
Key scope limitations:	[Insert high level summary] A detailed description of any scope limitations or out of scope services is set out in Annex 1 to this SOW.

Platform Services

User Subscriptions:	Number of User Subscriptions for the Platform Service: [●]
Initial Subscription Term:	[1 year] [3 years]
Renewal Periods:	If the User Subscriptions under this SOW will automatically renew following the expiry of the Initial Subscription Term, the subsequent renewal periods will be: [6 months] [1 year] [3 years]

Integration and Configuration Services

Deliverables:	The following Deliverables will be provided in the delivery of the Services pursuant to this SOW: - [Insert details of agreed Deliverables]
---------------	--

Deliverable Specification:	The Deliverables will be developed in accordance with the following Deliverables Specification: [Insert relevant document(s) name and reference date and version]	
Project Plan:	Milestones:	Milestone Dates:
	[insert]	[insert]
	[A detailed Project Plan is set out in Annex [●] to this SOW.]	
Acceptance Procedures	The Acceptance testing procedures and protocols that will be carried out in relation to the Deliverables provided pursuant to this SOW will be as follows: [●]	
Acceptance Criteria	Deliverable	Acceptance Criteria
	[insert]	[insert]

Service Levels and Service Credits

[Include details of any agreed Service Levels and Service Credits (if applicable)]

Customer Dependencies and Materials

Customer dependencies	The Customer shall perform or comply with (as the context permits) the following service dependant obligations: - [list dependencies]
Customer Materials	The Customer shall provide the Supplier with the following Customer Materials - [list materials]

Charges

Fees:	[Insert relevant Charges or charging basis, or cross reference to a detailed Annex [●]]
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	[Subscription Fees: £[●] per month, based on fees of £[●] per month per User Subscription]
Expenses:	[Insert basis for recovery of expenses, if applicable]

Additional Terms or Amendments

[Insert only if applicable]

EXECUTION

[Supplier]	[Customer]
Name (Print Name):	Name (Print Name):
Title:	Title:
.....	
(Signature)	(Signature)