



Product Order - SaaS (English Law)

This Product Order incorporates the current (as at the Agreement Effective Date) versions of: (i) the Master Terms; (ii) the Product Terms for the relevant Products set out in this Product Order; (iii) where any Professional Services are performed in accordance with this Product Order, the Professional Services Terms, and (iv) other documentation referenced in this Product Order, all of which can be found at the following URL: <https://www.ibsoftwareolutions.com/terms-conditions> (the "URL Terms"). This Product Order, together with the URL Terms, form the "Agreement" between Integrated Business Software and Solutions Limited (hereinafter "IBSS") and the Customer specified in this Product Order.

The Agreement commences on the Agreement Effective Date specified in Part A below and continues until the Usage Period expires or the Agreement is terminated in accordance with its terms.

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous communications, understandings, and agreements concerning the subject matter hereof, whether written or oral. Each Party agrees that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. **The parties acknowledge that the Customer may be required to issue a purchase order in order to enable IBSS to invoice for any fees and in any such circumstances the Agreement shall take precedence to any such purchase order terms.**

Capitalized terms used in this Product Order are defined in the Master Terms and/or the Product Terms and/or the Professional Services Terms.

PART A: ORDER AND CUSTOMER INFORMATION

ORDER INFORMATION	
PRODUCT ORDER REFERENCE:	
PRODUCT ORDER DESCRIPTION	
PRODUCT ORDER AGREEMENT DATE:	
AGREEMENT EFFECTIVE DATE:	

CUSTOMER INFORMATION	
CUSTOMER:	
CUSTOMER CONTACT:	NAME: TITLE: ADDRESS: OFFICE PHONE: MOBILE PHONE: EMAIL:
BILLING INFORMATION:	
LISTED AFFILIATES:	

IBSS INFORMATION
Integrated Business Software and Solutions Limited, a company incorporated in England and Wales (company number 13593644) whose registered office is at 11 Buckingham Street, London, WC2N 6DF.



PART B: PRODUCT AND FEES INFORMATION

PRODUCT	NUMBER OF AUTHORISED USERS	TERRITORY AND SITE(S)	USAGE PERIOD	LICENCE FEES
Integra		TERRITORY:		
		SITE(S):		

PRODUCT	NUMBER OF DOCUMENTS	TERRITORY AND SITE(S)	USAGE PERIOD
inSTREAM		TERRITORY:	
		SITE(S):	

PART C1: INTEGRA - SUPPORT SERVICES, MANAGED SERVICES AND HOSTING SERVICES

SUPPORT SERVICES	
SUPPORT SERVICES:	The Support Services are detailed in the current IBSS Service Charter which can be found at the following URL: https://www.ibsoftwaresolutions.com/terms-conditions
SUPPORT FEES:	
SUPPORT PERIOD:	Start Date: End Date:
PRODUCT VERSION:	The Product version used by Customer at the Agreement Effective Date is:
MAINTENANCE RELEASE:	Where the Customer is using Integra 2: - Fault fixes are limited to Level 1 (Critical) and Level 2 (High) faults only - Fault fixes related to Third Party Software components are excluded - Improvements and/or enhancements to existing functionality are not included. - Security updates exclude Third Party Software components
NEW FEATURE AND/OR NEW VERSION:	The provision of New Features and/or New Versions are subject to the Product Terms.
OUT OF HOURS SUPPORT:	Any Support Services that IBSS agrees to provide outside of the Support Hours specified in the Product Terms shall be chargeable at a rate of 200% of the standard daily fee rate.

MANAGED SERVICES	
MANAGED SERVICES:	The Managed Services are detailed at Annex [2]
MANAGED SERVICES FEES:	
MANAGED SERVICES PERIOD:	Start Date: End Date:



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HOSTING SERVICES	
HOSTING PROVIDER:	IBSS to host Product.
HOSTING SERVICES:	The Hosting Services are detailed at Annex [3]
HOSTING SERVICES FEES:	
HOSTING PERIOD:	Start Date: End Date:

PART C2: INSTREAM - SUBSCRIPTION SERVICES

SUBSCRIPTION SERVICES	
SUBSCRIPTION SERVICES:	The Subscription Services include the inSTREAM processing costs, Support Services, Managed Services (i.e. human-in-the-loop managed services) and Hosting Services for the inSTREAM Product (" Subscription Services "). The Service Description is detailed at Annex [4] and the Service Level Agreement is detailed at Annex [5].
SUBSCRIPTION SERVICES FEES:	The Subscription Services Fees include the Support Fees, Managed Services Fees and Hosting Fees for the inSTREAM Product (" Subscription Services Fees ").
SUBSCRIPTION SERVICES PERIOD:	Start Date: End Date:
NEW FEATURE AND/OR NEW VERSION:	New Versions are not included as part of the Support Services. The provision of New Features and/or New Versions are subject to the Product Terms.
OUT OF HOURS SUPPORT:	As per Annex [5] (inSTREAM Service Level Agreement).

PART D: PROFESSIONAL SERVICES

All Professional Services provided under this Product Order are subject to the Professional Services Terms which can be found at the following URL: <https://www.ibsoftwaresolutions.com/terms-conditions>

IBSS's standard Professional Services daily fee rates for an individual are calculated on the basis of a 7.5 hour day worked between the hours of 09:00 and 17:30 on a Business Day.

Additional Fees may also become payable in the event that IBSS resolve issues that have been caused by the Customer.

In the event that an individual engaged to provide the Professional Services is required to work outside the hours set out above, IBSS shall be entitled to charge overtime at a rate of 200% of the standard daily fee rate.

IBSS shall be entitled to charge the Customer for: (i) any expenses in accordance with the Professional Services Terms; (ii) the costs of services provided by third parties and required by IBSS for the performance of the Professional Services; and (iii) any materials.

Time and Materials

The following Professional Services are to be provided by IBSS on a time and materials basis and the associated estimated Professional Services Fees are as detailed in the table below. These Fees may be subject to adjustment at the daily rate(s) stated below, in the event that the Services covered by this Product Order



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cannot be completed for any reason within the expected timescale. Consultancy and project management hours shall be invoiced on a time and materials basis and monthly in arrears.

PROFESSIONAL SERVICES	SITE	NUMBER OF DAYS	PROFESSIONAL SERVICES FEES
PROJECT MANAGEMENT			
BUSINESS CONSULTANCY			
TECHNICAL CONSULTANCY			
DEVELOPMENT			
OTHER (DESCRIBE):			
TOTAL:			

PROFESSIONAL SERVICES PERSONNEL	DAILY FEE RATE

In the event that the Deliverables/Milestones below cannot be completed for any reason within the estimated number of days, additional days may be required at the daily rate(s) stated above.

Deliverable / Milestone	Site	Acceptance Period	Acceptance Criteria

Fixed Price

The following Professional Services are to be provided by IBSS on a fixed price basis. The associated Deliverables/Milestones, Acceptance Period, Acceptance Criteria and Fees are as detailed in the table below:

Deliverable / Milestone	Site	Acceptance Period	Acceptance Criteria	Fees
TOTAL:				

Professional Services Description: A description of the Professional Services to be provided by IBSS is set out below:

In scope activities:

-

Out of scope activities:

-



PART E: ASSUMPTIONS AND DEPENDENCIES

The following assumptions have been made in relation to the Services being provided under this Product Order. If any of these assumptions prove to be incorrect, this may result in changes to the scope, charges or delivery date(s) of the Services and/or Deliverables.

No.	Assumption
A1	All work will be carried out remotely by IBSS. Unless otherwise stated in this Product Order, any requirement for IBSS personnel to attend Customer or third party premises shall be subject to prior agreement, availability and additional charges based on IBSS's then current Professional Services rates.
A2	The Customer will remain at all times responsible for its legal and regulatory compliance obligations.
A3	Relevant laws and regulation will remain consistent and will not undergo significant changes during the project that could impact the project scope or requirements.
A4	Developments created by IBSS consultants using the tools available within Integra have a 30 day warranty from the point they are promoted to the live system. Any issues or changes required after that point that require any support or consultancy time must be referred to the account management team and additional consultancy time purchased.
A5	All dates supplied by IBSS for the delivery of any Services shall be treated as approximate only. IBSS shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
A6	[inSTREAM only] The approved Business Requirements Document and System Flowchart will define the delivered solution.
A7	[inSTREAM only] Any deviation in scope (including from this Product Order, the BRD, the System Flowchart and the IBSS project plan) will be subject to change control and additional charges.
A8	[inSTREAM only] All assumptions as detailed in the "Other Commercial Terms" section of Annex 4 (inSTREAM Service Description).

The Customer shall fulfil the following dependencies within the indicated date required. Failure to do so may result in changes to the scope, charges or delivery date(s) of the Services and/or Deliverables.

No.	Dependency	Date required
D1	Customer will obtain all necessary approvals from third party financial institutions by the required date(s), prior to testing and go-live.	Prior to testing / go-live
D2	All requirements have been documented by the Customer and provided to IBSS prior to IBSS issuing a quotation. The requirements and the project scope will remain unchanged throughout the project lifecycle, unless such changes are agreed in writing through the formal change management process.	Effective Date
D3	Customer review and acceptance/rejection of deliverables will be completed within the agreed timeframes.	As per Acceptance Period
D4	Postponement Fees will be applied to days scheduled by IBSS that are; (i) subsequently postponed and need to be re-scheduled by IBSS due to delays caused by the Customer and/or third parties	Throughout Project



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No.	Dependency	Date required
	which it is responsible for, or (ii) cancelled by the Customer, based on the following: - Greater than fourteen (14) days prior written notice: Nil - Eight (8) to fourteen (14) days prior written notice: 50% - Less than eight (8) days prior written notice: 100% Postponement fees are payable in addition to Professional Services fees for actual services provided.	
D5	Any training by IBSS is provided on a 'train the trainer' basis, to Customer super users. Once trained, Customer super users will perform sufficient training of Customer end users, in order to limit the number of incidents raised.	Throughout Project
D6	The Customer will provide all required information and support to understand interfacing requirements, including the support of third parties engaged by the Customer.	Throughout Project
D7	Customer data will be of sufficient quality and integrity to facilitate extraction and load.	Throughout Project
D8	The Professional Services shall be scheduled to start within three (3) months from the Agreement Effective Date and will continue in accordance with the IBSS project plan.	Within (3) months from the Agreement Effective Date.
D9	The Customer will support and comply with the timescales in the IBSS project plan to ensure that the project is completed within the timescales in the IBSS project plan.	As per IBSS project plan
D10	Customer will obtain all necessary internal approvals (for example data security/data retention) against all relevant internal policies.	Effective Date
D11	[inSTREAM only] All Customer obligations as detailed in the "Customers responsibilities" section of Annex 4 (inSTREAM Service Description).	Throughout Project



PART F: INVOICING AND PAYMENT TERMS

INVOICING AND PAYMENT TERMS	
LICENCE FEES:	Licence fees are invoiced in advance from the Product Order Agreement Date.
SUPPORT FEES:	Support fees are invoiced annually in advance of the current Support Period.
PROFESSIONAL SERVICES FEES:	Any professional services provided on a time and materials basis are invoiced monthly in arrears. Any professional services provided on a fixed price basis are invoiced in accordance with the Deliverables / Milestones in Part D: Professional Services.
MANAGED SERVICES FEES:	Managed Services Fees are invoiced annually in advance of the current Managed Services Period.
HOSTING FEES:	Hosting Fees are invoiced annually in advance of the current Hosting Period.
SUBSCRIPTION SERVICES FEES:	[inSTREAM only] Subscription Services Fees are invoiced annually in advance of the current Subscription Services Period, unless otherwise stated in Annex 4 (inSTREAM Service Description).
FORM OF PAYMENT (ALL FEES):	Electronic (wire) transfer of immediately available funds to: Name of bank: Barclays Bank Account name: Integrated Business Software and Solutions Limited Account Number: 93159701 Sort Code: 20-67-59
TAXES:	Fees and charges specified in this Product Order do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Customer and added to such fees at the rate in force at the time that they become due.

PART G: CUSTOMER SPECIFIC REQUIREMENTS

N/A

PART H: SUB-PROCESSOR LIST

In accordance with paragraph 12.2.4 of the Product Terms, IBSS shall be entitled to engage and transfer Customer Personal Data to those sub-processors as detailed in:

- the "IBSS Sub-processor List" which can be found at the following URL: <https://www.ibsoftwaresolutions.com/terms-conditions>.
- [inSTREAM only] the following URL: <https://www.advt-group.com/advt-group-subprocessors> as applicable to the following Business Units: (i) Group (All) and (ii) Celaton.

PART I: THIRD PARTY TERMS AND CONDITIONS

The Customer agrees to comply with all third party terms and conditions applicable to its use of the Product(s), including the "Third Party Terms and Conditions" which can be found at the following URL: <https://www.ibsoftwaresolutions.com/terms-conditions>.

[inSTREAM only] IBSS is using AWS hosting services to host the inSTREAM Product. By accepting this Product Order the Customer accepts the standard AWS offering, including compliance with AWS's standard terms and conditions, guidelines, policies and procedures, which can be found on the AWS website, for receipt of the services.



PART J: CUSTOMER PURCHASE ORDER DETAILS

Any purchase order issued by the Customer is to be raised in the name of Integrated Business Software and Solutions Limited quoting the reference detailed in Part A above and emailed to ibss.orders@adv-t-group.com and adv-t.contracts.library@adv-t-group.com.

PART K: FURTHER DEFINITIONS

[inSTREAM only] The following additional defined terms are used in this Product Order:

Celaton	Celaton Limited, a company registered in England under Number 02871879 and whose registered office is at 11 Buckingham Street, London, WC2N 6DF, IBSS's subcontractor for the provision of the Services, as approved by the Customer.
Business Requirements Document (BRD)	The description of the Customer-specific elements of the process and Service allied to the "inSTREAM Integra Global AP" solution required, as defined by IBSS on behalf of the Customer.
Document	Within this Product Order the term Document refers to a document processed by inSTREAM. A Document can be received by post, as an email attachment or via an API. A Document may consist of one or multiple pages. Where a Document is an email attachment, the email body is not counted as a Document.
Equivalent Monthly Fee	The annual Subscription Services Fees divided by the number of months in the applicable annual Subscription Services Period.
Project Plan	The project plan as drafted by IBSS that describes the tasks and key dates to provide the Services to the Customer.
Service Live Date	The date that the Service will be available to the Customer as defined in the Project Plan.
Source Document	The Document in the format after it has been received by inSTREAM.
Supplier	Means an organisation or individual who provides goods or services to the End Customer.



PART L: PRODUCT ORDER ACCEPTANCE

This Product Order may be executed in separate counterparts, including by electronic or digital signature, and by the different Parties on the same or separate counterparts. Any signed copy of this Product Order made by reliable means will be considered an original, and all signed counterparts will constitute one and the same instrument.

PRODUCT ORDER ACCEPTANCE	
For and on behalf of:	For and on behalf of:
[insert Customer legal entity]	Integrated Business Software and Solutions Limited
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Annex 1

Software Modules

[Insert list of software modules]



Annex 2

Integra Managed Services

This Product Order incorporates the current (as at the Agreement Effective Date) versions of the following documents, which can be found at the following URL: <https://www.ibsoftwaresolutions.com/terms-conditions>

Managed Service Descriptions Document Title	Not Applicable to this Product Order	Applicable to this Product Order
Managed Services		
Application – Bronze	☐	☐
Oracle Database – Bronze	☐	☐
MSSQL Database – Bronze	☐	☐
Operating – Bronze	☐	☐
Application – Silver	☐	☐
Oracle Database – Silver	☐	☐
MSSQL Database – Silver	☐	☐
Operating – Silver	☐	☐
Application – Gold	☐	☐
Oracle Database – Gold	☐	☐
MSSQL Database – Gold	☐	☐
Operating – Gold	☐	☐



Annex 3

Integra Hosting

[Insert Integra Hosting Services description]



Annex 4

inSTREAM Service Description

[Insert inSTREAM Service Description]



Annex 5

inSTREAM Service Level Agreement

[Insert inSTREAM Service Level Agreement]