

DATED [Date] 202X

(1) MAS Networks Limited

(2) XXXXXX Limited/Council (the 'Buyer')

STANDARD SERVICE AGREEMENT

THE AGREEMENT is made as defined by the G-Cloud 15 Call-Off contract within which these Supplier Terms are included. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

BETWEEN:

- (1) MAS Networks Ltd a company registered in England and Wales under number 07915812 of C/o MAS Group, Bolney Place, Cowfold Road, Bolney, Haywards Heath, West Sussex, England, RH17 5QT] ("the Service Provider") and
- (2) XXXXXXXXXXXX Limited/Council a company/council registered in England and Wales under number Company Registration Number XXXXXXXXX of Address & Postcode ("the Client", or referred to as the "Buyer" in the applicable G-Cloud 15 Call-Off contract)

WHEREAS:

- (1) The Service Provider provides Software as a Service services to business clients. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1.** In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Commencement Date"	means the date on which provision of the Services shall commence, as set out in sub-Clause 9.1;

“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Fees”	means any and all sums due under this Agreement from the Client to the Service Provider;
“Intellectual Property Rights”	means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Services”	means the services to be provided by the Service Provider to the Client in accordance with Clause 2, as fully defined in Schedule 1, and subject to the terms and conditions of this Agreement; and
“Term”	means the term of this Agreement as set out in Clause 9.

1.2. Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3. "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4. a Schedule is a schedule to this Agreement; and
- 1.2.5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.6. a "Party" or the "Parties" refer to the parties to this Agreement.

1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4. Words imparting the singular number shall include the plural and vice versa.

1.5. References to any gender shall include the other gender.

1.6. References to persons shall include corporations.

2. Provision of the Services

2.1. With effect from the Commencement Date, the Service Provider shall, throughout the Term of this Agreement, provide the Services to the Client.

2.2. The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the Software as a Service sector in the United Kingdom.

2.3. The Service Provider shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

3. Intellectual Property Rights

3.1. The Service Provider shall retain the ownership of any and all Intellectual Property Rights that may subsist in anything produced by the Service Provider in the course of providing the Services. Throughout the Term of this Agreement, the Service Provider shall be deemed to automatically grant a royalty-free, non-exclusive licence of any and all such rights to the Client to use the same in accordance with the terms of this Agreement and the Services.

3.2. In complying with the provisions of sub-Clause 3.1, the Service Provider hereby undertakes to execute any such agreements and perform any such actions that may be necessary to put such licences into effect and shall exclusively bear any costs associated therewith.

3.3. The Service Provider shall assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

4. Client's Obligations

- 4.1. The Client shall use all reasonable endeavours to provide all pertinent information to the Service Provider that is necessary for the Service Provider's provision of the Services.
- 4.2. In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 4.3. If the nature of the Services requires that the Service Provider has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Service Provider has access to the same at the times to be agreed between the Service Provider and the Client as required.
- 4.4. Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 4 shall not be the responsibility or fault of the Service Provider.

5. Fees, Payment and Records

- 5.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Fees, Payment and Records terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

6. Liability, Indemnity and Insurance

The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Liability, Indemnity and Insurance terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

7. Confidentiality

- 7.1. Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 3 years after its termination:
 - 7.1.1. keep confidential all Confidential Information;
 - 7.1.2. not disclose any Confidential Information to any other party;
 - 7.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 7.1.4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 7.1.5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 above.
- 7.2. Either Party may:
 - 7.2.1. disclose any Confidential Information to:

- 7.2.1.1. any sub-contractor or supplier of that Party;
- 7.2.1.2. any governmental or other authority or regulatory body; or
- 7.2.1.3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 8, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 7.2.2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

7.3. The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

8. Force Majeure

8.1. No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

9. Term and Termination

9.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Term and Termination terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

10. Effects of Termination

10.1. Upon the termination of this Agreement for any reason:

- 10.1.1. any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 10.1.2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 10.1.3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;
- 10.1.4. subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

11. No Waiver

- 11.1. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12. Further Assurance

- 12.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

13. Costs

- 13.1. Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

14. Set-Off

- 14.1. Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this Agreement or any other agreement at any time.

15. Assignment and Sub-Contracting

- 15.1. The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.

16. Time

- 16.1. The Parties agree that the times and dates referred to in this Agreement are for guidance only and are not of the essence of this Agreement and may be varied by mutual agreement between the Parties.

17. Relationship of the Parties

- 17.1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18. Non-Solicitation

- 18.1. Neither Party shall, for the Term of this Agreement and for a period of 3 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.
- 18.2. Neither Party shall, for the term of this Agreement and for a period of 3 months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

19. Third Party Rights

- 19.1. No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 19.2. Subject to this Clause 19 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

20. Notices

- 20.1. All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2. Notices shall be deemed to have been duly given:
- 20.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 20.3. In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Entire Agreement

- 21.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Entire Agreement terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

22. Counterparts

- 22.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Counterparts terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

23. Severance

- 23.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Severance terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.
- 23.2. In the event that one or more of the provisions of these Supplier Terms is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of these Supplier Terms. The remainder of these Supplier Terms shall be valid and enforceable.

24. Dispute Resolution

- 24.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Dispute Resolution terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.
- 24.2. The Parties shall attempt to resolve any dispute arising out of or relating to these Supplier Terms through negotiations between their appointed representatives who have the authority to settle such disputes.
- 24.3. Nothing in this Clause 24 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 24.4. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 24 shall be final and binding on both Parties.

25. Law and Jurisdiction

- 25.1. The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Law and Jurisdiction terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.
- 25.2. These Supplier Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.3. Subject to the provisions of Clause 24, any dispute, controversy, proceedings or claim between the Parties relating to these Supplier Terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

Specification of Services

- The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Specification of Services terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

SCHEDULE 2

Onboarding (including Training) Provision

The G-Cloud 15 Call-Off contract within which these Supplier Terms are included, governs the Onboarding terms that apply. Please refer to the relevant G-Cloud 15 Call-Off contract for details.

SCHEDULE 3

Service Level Agreement

1. Introduction

1.1. In this Service Level Agreement/Schedule:

Business Hours means Monday to Friday from 9am to 5:30pm each day. Excluding English Bank Holidays. Also referred to as Working Hours or as Working Days as the context requires.

Charges means the price payable by the Client to the Service Provider for the use of the Platform and associated services provided by the Service Provider.

Client means the customer, a purchaser of a CareLineLive/CareBrokerage (as applicable) Cloud software solution/the Platform.

Client Materials means the Client data as recorded on the Platform. The Client being the Data Controller, and the Service Provider being the Data Processor in the context of GDPR and the Data Protection Act 2018.

Documentation means the documents made available to the Client by the Service Provider online via such web addresses notified by the Service Provider to the Client from time to time which set out the user instructions for the Platform.

New Functionality means new functionality that is introduced to the Platform by an Upgrade; and

Platform means the software platform known as CareLineLive/CareBrokerage (as applicable) that is owned and operated by the Service Provider, and that will be made available to the Client as a service via the internet;

Protected Functionality means the ability of the Platform to (applicable products in []s, and as defined by the G-Cloud 15 Call-Off contract within which these Supplier Terms are included,):

- create weekly staff rosters [CareLineLive]
- create weekly client rosters [CareLineLive]
- generate weekly time sheets [CareLineLive]
- generate weekly invoices [CareLineLive]
- report the hours worked each month for each user [CareLineLive]
- record arrival/departure times for visits electronically [CareLineLive]
- broadcast packages of care to providers (CareBrokerage only)
- receive requests for packages of care from providers (CareBrokerage only)
- offer packages of care to providers (CareBrokerage only)

Service Provider means MAS Networks Ltd, <https://www.carelinelive.com> on behalf of the MAS Group.

Support Services means support and maintenance services provided or to be provided by the Service Provider to the Client in accordance with this schedule;

Upgrade means a new version of the Platform.

2. Helpdesk

- 2.1. The Service Provider will make available their online support centre 24 hrs per day, 7 days per week. The support centre is available at <https://support.carelinelive.com> or as advised by the Service Provider.
- 2.2. The Service Provider will make available, during Business Hours, a telephone and email helpdesk facility for the purposes of:
 - 2.2.1. assisting the Client with the configuration of the Platform;
 - 2.2.2. integration of the Platform with the Client's other systems, in accordance with the G-Cloud 15 Call-Off contract within which these Supplier Terms are included;
 - 2.2.3. assisting the Client with the proper use of the Platform; and/or
 - 2.2.4. determining the causes of errors and fixing errors in the Platform.
- 2.3. The Client must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information: username, browser type and version number, CareLineLive/CareBrokerage (as applicable) version number, time of incident, description of incident.

3. Target Response and resolution times

- 3.1. The Service Provider will:
 - 3.1.1. use reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
 - 3.1.2. use reasonable endeavours to resolve issues raised by the Client promptly; and
 - 3.1.3. use reasonable endeavours to respond to all other requests within 10 working days.
- 3.2. The Service Provider will determine within 120 minutes (during Working Hours, the target response time) whether an issue affects Protected Functionality and is a Critical issue, and within an increasing time allowance, into which priority category other issues raised through the Support Services falls. The priority categories are:
 - Critical
 - High
 - Medium/Normal
 - Low

Each of which is defined as stated in the following table, including the corresponding respective target response and target fix time targets:

Contract Service Level Agreement issue priority level	MAS Group Service Level Agreement definitions, target response and target fix time targets
Priority 1	Critical: Definition: The incident has a critical impact on the availability of the Platform to provide the Protected Functionality to a large number or all of the Client users, and is for Platform Cloud software service down, and not due to Client specific localised issues affecting the Client use of the Platform (such as failure of Client devices, mobile coverage, or local internet access etc.). Acknowledgement, target response and target fix times (by default issues raised by email): Acknowledgement target response by email within 30 minutes, target response within 120 minutes, target fix within 240 minutes. 24x7 clock.
2	High: Definition: The incident has a major impact on the availability of the Platform to provide the Protected Functionality to multiple (but not all) Client users, or a small section that is unable to work, and not due to Client specific localised issues affecting the Client use of the Platform (such as failure of Client devices, mobile coverage, or local internet access etc.). Acknowledgement, target response and target fix times (by default issues raised by email): Acknowledgement target response by email within 30 minutes, target response within 240 minutes during Business Hours, target fix within 2 Working Days in England. 9am -5:30pm Working Days in England clock.
3	Medium/Normal: Definition: The incident has an impact on the availability of the system to provide access to non-critical / non-Protected Functionality modules within the Platform to multiple Client users.

Contract Service Level Agreement issue priority level	MAS Group Service Level Agreement definitions, target response and target fix time targets
	Acknowledgement, target response and target fix times (by default issues raised by email): Acknowledgement target response by email within 30 minutes, target response within 8 hours during Business Hours, target fix within 7 Working Days in England. 9am -5:30pm Working Days in England clock.
4	Low: Definition: The incident is affecting a single Client user with minor non-critical / non-Protected Functionality loss. Acknowledgement, target response and Target Fix times (by default issues raised by email): Acknowledgement target response by email within 30 minutes, target response within 3 Working Days, target fix by future release of the MAS Group product. 9am -5:30pm Working Days in England clock.

3.3. Summary of the Resolution times for issues which affect Protected Functionality are to be, reference the table in 3.2:

- within 4 hours for Critical issues, 24x7 clock.
- within 2 Working Days for High issues, 9am -5:30pm Working Days in England clock.
- within 7 Working Days for Medium/Normal issues, 9am -5:30pm Working Days in England clock.
- future release for Low issues, 9am -5:30pm Working Days in England clock.

Clients will be provided with estimates for resolution for all other issues.

3.4. All Support Services will be provided remotely unless expressly agreed otherwise by the Service Provider.

4. Limits on Technical Support Services

4.1. The Service Provider shall have no obligation under this Agreement to provide Support

Services in respect of any fault or error caused by:

- 4.1.1. the improper use of the Platform; or
- 4.1.2. the use of the Platform otherwise than in accordance with the Documentation.

5. Upgrades

- 5.1. The Client acknowledges that from time to time the Service Provider may apply Upgrades to the Platform, and that such Upgrades may result in changes to the appearance and/or functionality of the Platform.
- 5.2. No Upgrade shall disable, delete or significantly impair the Protected Functionality.
- 5.3. The Service Provider will give to the Client reasonable prior written notice of the application of any significant Upgrade to the Platform. Such notice shall include details of the specific changes to the functionality of the Platform resulting from the application of the Upgrade.
- 5.4. The Client shall not be subject to any additional Charges arising out of the application of the Upgrade.

6. Uptime commitment

- 6.1. The Service Provider shall use reasonable endeavours to ensure that the Platform is available without Critical priority issues 24 hours a day, seven days a week, for at least 99.85% of the time per 12-calendar month period, subject to paragraph 8.
- 6.2. The Service Provider shall arrange for the monitoring of the availability of the Platform and shall make available to the Client uptime statistics.
- 6.3. In the event that, during a 12-calendar month period, the Platform fails to meet the availability commitment set out in Paragraph 6.1 then the Service Provider shall issue service credits calculated in accordance with Paragraph 6.4 to the Customer, such service credits to be deducted by the Service Provider from future Charges.
- 6.4. Subject to Paragraph 6.5, the services credits referred to in Paragraph 6.3 and due in respect of a calendar month shall be calculated as follows:

$$\text{service credits} = ((100 - a) / 10) \times b$$

where:

a = the actual percentage availability of the Platform, without Critical priority issues, during the relevant calendar month; and

b = the Charges payable in respect of access to the Platform during the relevant calendar month (exclusive of VAT and other taxes).

- 6.5. The maximum service credits available to the Client in respect of any 12-calendar month period shall be 10% of the total Charges payable in respect of access to the Platform during

the relevant 12-calendar month period (exclusive of VAT and other taxes).

6.6. Subject to Clause 6.1, then the award of service credits under this Paragraph 6 shall be the exclusive remedy of the Client in the case of a failure of the Service Provider to meet the uptime commitment in Paragraph 6.1 except in the case of a failure constituting a material breach of this Agreement.

7. Back-up and restoration

7.1. Subject to Paragraph 7.2, the Service Provider will:

7.1.1. make back-ups of the Client's Materials stored on the Platform on at least a daily basis, and will retain such back-ups for at least 7 days; and

7.1.2. at least once every 7 days, the Service Provider will arrange for the secure storage of a current back-up of the Client's Materials stored on the Platform (which will be overwritten on the following secure back-up date).

7.2. In the event of the loss of, or corruption of, Client Materials stored on the Platform being notified by the Client to the Service Provider under Paragraph 1, the Service Provider shall if so directed by the Client use reasonable endeavours promptly to restore the Client's Materials from the most recent available back-up copy.

8. Scheduled maintenance

8.1. The Service Provider may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out outside Business Hours and such suspension to be minimised.

8.2. The Service Provider to use reasonable endeavours to give the Client as much written notice of scheduled maintenance as possible, including full details of the expected Platform downtime. The Client acknowledges and accepts that in the event urgent maintenance is required, the notice given by the Service Provider may be less than 2 days.

8.3. Platform downtime during scheduled maintenance carried out by the Service Provider in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 6.