

Master Framework for Customer Success and Consultancy Services

("the Agreement") Dated:

Between

- (1) **Ziipline Ltd.** registered in England, number 15002412 whose registered address is at 222 Bishopsgate, London, England, EC2N 4AG ("Ziipline"); and
 - (2) **[Insert Client Name]** registered in England, number [nnnnnnnn], whose registered address is at [TO BE CONFIRMED BY CLIENT] ("the Customer")
- together "the Parties"

Introduction

- a) Ziipline is a provider of Salesforce services.
- b) The Customer is [Enter Client Business Activity]
- c) The Customer wishes to engage Ziipline to provide the Customer with advisory, implementation, configuration, and customisation services. Ziipline and the Customer have agreed that this Framework Agreement shall provide a framework under which they can agree individual Statements of Work to specify the services to be provided to the Customer.
- d) To meet the above objectives the parties agree to abide by the terms and conditions of this Framework Agreement.

Definitions

The following terms have the following meanings:

"Daily Rates"	The professional fee rates payable by the Customer to Ziipline for the Services which, unless agreed otherwise in writing between the parties, shall be the rates specified in the Statement of Work
"Data Protection Legislation"	shall mean all applicable laws relating to data protection and privacy including (without limitation) the UK GDPR, the UK Data Protection Act 2018, the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and any amending or replacement legislation from time to time
"Personnel"	Any person provided by Ziipline to the Customer for the purpose of performing the Services (regardless of whether that person is an employee, contractor, sub-contractor or otherwise)
"Services"	The consultancy and/or management and implementation support services to be provided by Ziipline to the Customer in accordance with each Statement of Work
"Statement of Work"	A signed contract for Services based on the pro-forma at Schedule 1 and which shall, unless agreed otherwise in writing, incorporate the terms and conditions of this Framework Agreement
"Customer Success"	A signed contract for Customer Success provision over a fixed term which shall, unless agreed otherwise in writing, incorporate the terms and conditions of this Framework Agreement

"Work Product"	All works of authorship, products and materials developed, written, or prepared by Ziipline in connection with this Framework Agreement and/or any Statement of Work including computer programs and software, charts, diagrams, drawings, specifications, studies, reports, training notes and all other creative output of the Services
"Working Day"	Any day which is not a United Kingdom public holiday, Saturday, or Sunday and which is further defined as an eight (8) hour period.

1. Scope of Framework Agreement and Statements of Work

- 1.1. This Framework Agreement sets out a framework for agreeing individual contracts (known as Statements of Work). Ziipline shall respond to Customer requests to perform certain specified Services by completing a document in the same or substantially similar form to that set out in Schedule 1 and forwarding that to the Customer for consideration. If agreed, and, on signature by both Parties, a contract shall be made in respect of the Services described in that Statement of Work.
- 1.2. The contract made by the signing of the Statement of Work consists of 2 elements:
 - 1.2.1. The Statement of Work itself.
 - 1.2.2. This Framework Agreement.
- 1.3. In the event of any conflict or inconsistency between the Statement of Work and this Framework Agreement, the Statement of Work shall prevail.

2. Ziipline's Responsibilities

- 2.1. Ziipline will ensure that its Personnel have the skills necessary to enable them to properly perform their duties under each Statement of Work and that the Services will be provided using all reasonable care and skill.
- 2.2. Ziipline will use all reasonable endeavours to meet any anticipated timetable contained within the Statement of Work, but the Customer accepts that, as the anticipated timetable will be dependent to a large degree upon the Customer (and any third parties appointed by or under the control of the Customer) complying with their respective responsibilities, time shall not be of the essence in this respect.

3. The Customer's Responsibilities

- 3.1. The Customer shall, in a timely manner, provide (and shall be responsible for procuring that any third party appointed by or under its control also provides) to Ziipline such information and help as is reasonably required by Ziipline to enable it to perform its obligations under this Framework Agreement and the Statements of Work.
- 3.2. Ziipline shall not be liable for any failure of or delay in the performance of the Services or supply of the Work Product or any defect in the Services or Work Product, which is caused or contributed to by the Customer (or any third party appointed by or under the control of the Customer). In the case of failure or delay, the timetable or any completion date agreed by the Parties for the work specified in that Statement of Work shall be automatically extended to the extent that the failure or period of delay was caused or contributed to by the Customer/third party and the Customer shall be responsible for paying any additional costs incurred by Ziipline as a result thereof.

4. Charges

- 4.1. The Customer shall pay for the Services in accordance with the particular Statement of Work.
- 4.2. Estimates may be agreed in respect of each Statement of Work but these are estimates only.
- 4.3. Ziipline shall accrue its time spent against each Statement of Work on an hourly basis and invoice such accrued time to the nearest quarter of a Working Day per role.
- 4.4. The Customer shall also make additional payments as follows:
 - 4.4.1. for the first 4 hours of Services requested in excess of a Working Day – normal Daily Rates
 - 4.4.2. In excess of 4 hours of Services requested in excess of a Working Day - one and a half times the Daily Rates
 - 4.4.3. for Services requested at weekends – one and a half times the Daily Rates;
 - 4.4.4. for Services requested on UK public holidays – twice the Daily Rates;
 - 4.4.5. for the cost of travel, hotel and other expenses reasonably incurred by Ziipline or its subcontractors in performing its obligations under each Statement of Work including (without limitation) transportation, accommodation, and subsistence, as detailed within each Statement of Work or as otherwise confirmed in writing to Customer by Ziipline.
 - 4.4.6. for travel time incurred. For the avoidance of doubt travel time will be excluded from estimates provided unless explicitly shown within a statement of work and / or change control, and will be treated as a separate chargeable event, and shown as such on a Customers invoice.
 - 4.4.6.1. The first hour of travel on any given journey is a non-chargeable event.
 - 4.4.6.2. All time spent travelling after the first hour will be chargeable at the project role rate agreed within the Statement of Work
 - 4.4.6.3. Where travel time is required, the time spent will be calculated from the relevant Ziipline operational office location to the Customer's requested location.
- 4.5. Ziipline will raise invoices monthly in arrears and payment of those invoices (in pounds sterling) shall be due within thirty (30) days of the date of invoice. The Customer undertakes to provide details to Ziipline of any information which should be included upon the invoices to help expedite payment.
- 4.6. All charges referred to in this Framework Agreement or a Statement of Work are quoted exclusive of VAT and any other similar taxes, duties or levies or other deductions or withholdings in countries outside the United Kingdom, which taxes shall be payable at the rate and in the manner prescribed by law.
- 4.7. If the Customer disputes any part of an invoice, it shall notify Ziipline in writing, no later than 14 days after the due date of that invoice, of the basis for the dispute and it shall pay any undisputed amount in accordance with clause 4.1. The Parties will promptly negotiate in good faith to resolve the Dispute, following the Dispute process under Clause 11. This clause 4.7 does not prevent Ziipline pursuing its legal rights and remedies to enforce payment of its invoices.
- 4.8. If any undisputed charges are not fully paid by the due date, Ziipline shall be entitled, in addition to its other rights and remedies, to:
 - 4.8.1. charge interest thereon at the rate of three per cent (3%) per annum above the base rate of the Bank of England for the time being in force from the due date until the date of payment; *and*
 - 4.8.2. suspend performance of its duties under this Framework Agreement or the Services under any ongoing Statements of Work until such time as payment has been made in full.

- 4.9. Unless agreed otherwise in a Statement of Work, the Daily Rates may be reviewed annually. Ziipline will give to the Customer not less than 30 days' notice of any such variation. Increases in Daily Rates will be in line with the consumer price index, any exception to this will be at the discretion of the Supplier and will be discussed with Customer.

5. Intellectual Property Rights

- 5.1. The Customer should note that a Work Product may contain material which constitutes pre-existing proprietary material owned by Ziipline (or some other third party, as appropriate). Where this is the case, details will be provided in the Statement of Work.
- 5.2. The Customer understands and accepts that Ziipline (or the third party, as appropriate) shall be the owner of and shall at all times retain ownership of the intellectual property rights in such pre-existing proprietary material. However, subject to receipt of payment in accordance with Clause 4, Ziipline shall grant (or shall procure the grant to the Customer of) a perpetual but non-exclusive and non-transferable licence to use such material contained within the Work Product for the purposes envisaged by the Statement of Work.
- 5.3. Ziipline:
- 5.3.1. warrants that the receipt, use and onward supply of the Services and the Work Product (excluding the Customer Materials) by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 5.3.2. shall indemnify the Customer in full 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 standard basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of a third party claim made 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 (excluding the Customer Materials). This indemnity shall not apply to the extent that a claim under it results from Customer's negligence or willful misconduct.
- 5.4. If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under the indemnity under Clause 5.3.2 (a "Claim") the Customer shall:
- 5.4.1. as soon as reasonably practicable, give written notice of the Claim to Ziipline, specifying the nature of the Claim in reasonable detail
 - 5.4.2. allow Ziipline to take control of the Claim
 - 5.4.3. not make any admission or admit any liability or agree to any settlement or compromise in relation to the Claim without Ziipline's prior written consent
 - 5.4.4. at Ziipline's request and reasonable expense, give Ziipline all reasonable assistance in connection with the Claim; and
 - 5.4.5. take all reasonable steps to mitigate its losses.
- 5.5. The Customer (or some other third party, as appropriate) is the owner of (and shall at all times retain ownership of) the intellectual property rights in any charts, diagrams, drawings, specifications, studies, reports, computer programs or any other material it provides to Ziipline, to enable it to perform the Services. However, it hereby grants (or shall procure the grant to) Ziipline of a licence to use the same in the performance of the Services.
- 5.6. Nothing in this Framework Agreement or any Statement of Work shall prevent Ziipline from using all of its knowledge and know-how gained in performing the Services in the course of providing services to others, even where those services are the same as or similar to the Services performed under this Framework Agreement or Statement of Work.

6. Term and Termination

- 6.1. This Agreement shall remain in full force for three (3) years from date of execution or until the last Statement of Work including reference to this agreement is completed, whichever occurs later.
- 6.2. Each Statement of Work (which is being performed on a Daily Rates basis) will remain in force until it is paused or terminated by either Party on not less than ninety (90) days written notice.
- 6.3. Each Statement of Work (which is pertaining to Customer Success) will remain in force for the fixed term as detailed in the Statement of Work.
- 6.4. Either Party shall be entitled to terminate this Framework Agreement and any then current Statement of Work with immediate effect by notice in writing:
 - 6.4.1. if the other has committed a material breach of its obligations under the Framework Agreement/ Statement of Work and has failed to remedy that material breach within thirty (30) days of having been requested to do so in writing; or
 - 6.4.2. upon the other Party passing a resolution for winding-up (save for the purposes of amalgamation or reconstruction where the amalgamated or reconstructed company agrees to adhere to this Framework Agreement/then current Statements of Work) or suffering a winding-up order being made against it or going into administration; or
 - 6.4.3. if a receiver or administrative receiver is appointed or an encumbrancer takes possession of the undertaking or assets (or any part thereof) of the other Party; or
 - 6.4.4. if the other Party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 or any statutory re-enactment or modification thereof) or ceases to or threatens to cease to carry on its business or enters into a composition with its creditors; or
 - 6.4.5. if the other party suffers an event in a country other than the United Kingdom which has a similar effect to the events described in the United Kingdom.
- 6.5. Termination of this Framework Agreement or any Statement of Work shall be without prejudice to any rights of either Party, which arose on or before its termination or which are expressed to arise upon or continue after termination.

7. Limitation of Liability

- 7.1. This Clause 7 prevails over all other clauses in this Framework Agreement save that the limits in Clauses 7.4 and 7.5 do not apply to any charges which are properly due and payable by the Customer to Ziipline under this Framework Agreement and/or any Statement of Work.
- 7.2. Neither Party excludes or limits its liability to the other Party for fraud or for death or personal injury caused by its negligence.
- 7.3. The liability of either Party in respect of loss or damage to tangible property of the other Party caused by its negligence shall be limited to £1,000,000 per event or series of connected events.
- 7.4. Except as provided the total liability of either Party for all claims made by the other in relation to any particular Statement of Work for loss or damage suffered by that Party however that liability arises, including (without limitation) breach of contract, tort, misrepresentation (other than fraudulent misrepresentation) or breach of statutory duty, shall be limited to the total of all sums paid to Ziipline pursuant to that Statement of Work.
- 7.5. Neither Party shall be liable to the other Party for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic, or consequential loss even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.

- 7.6. It is the Customer's responsibility to ensure that it takes a back-up copy of any software or data it provides to Ziipline under or in connection with any Statement of Work and to keep that back-up copy secure. Ziipline shall not be liable for loss or damage suffered by the Customer where the Customer, having taken a proper back-up copy of its software or data, could have avoided that loss or damage.

8. Confidentiality & Data Protection

Confidentiality

- 8.1. Neither Party shall disclose to any person (other than with the written authority of the other) any confidential information concerning the products, customers, business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other which may come to that Party's knowledge in the course of performing its duties under this Framework Agreement nor may the Customer disclose the Work Product (whether wholly or in part) to any other person.
- 8.2. Nothing contained in Clause 8 shall prevent either Party from disclosing that information:
- 8.2.1. to any of its employees or contractors whose work requires the disclosure of that information and who have prior to the disclosure of that information agreed in writing to keep such information confidential. Or
 - 8.2.2. to any government department or other authority court or arbitrator having statutory authority or jurisdiction to require the disclosure of that information. Or
 - 8.2.3. if that information is at the time of disclosure known to the public through no act or default on the part of the recipient of the information.

Data Protection

- 8.3. Both parties agree that the terms "personal data", "process", "data controller", "data processor" and "data subject" shall have the meanings set out in the Data Protection Legislation". Both parties shall at all times comply with the provisions of the relevant Data Protection Legislation. Ziipline acknowledges that it acts as a Data Processor in respect of any Customer personal data processed by it in connection with the Services, and agrees and warrants that:
- 8.3.1. it shall only process Customer personal data for the purposes of performing the Services and strictly in accordance with the Customer's instructions from time to time;
 - 8.3.2. it has and will maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised and unlawful access, loss, destruction, theft, use or disclosure of Customer personal data.
 - 8.3.3. it shall ensure that only such of its employees who may be required by Ziipline to assist it in meeting its obligations under this Framework Agreement shall have access to Customer personal data and that such personnel are bound by appropriate obligations of confidentiality, and take all reasonable steps in accordance with best industry practice to ensure the reliability of such personnel.
 - 8.3.4. will provide full cooperation and assistance to Customer as Customer may require to allow Customer to comply with its obligations as a data controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subject's rights; and any enquiry, notice or investigation by a supervisory authority;
 - 8.3.5. will not disclose, publish or divulge any Customer personal data to a third party except at the specific request of the Customer or where obliged to do so under any statutory requirement (in which case it shall advise the Customer in advance of such disclosure, and it shall obtain the Customer's prior written consent);
 - 8.3.6. it will not transfer or process any Customer personal data outside the United Kingdom without the prior written consent of the Customer; and
 - 8.3.7. Ziipline shall comply with any reasonable request made by the Customer to ensure compliance with the measures in this Clause 8 and relevant Data Protection Legislation.

- 8.4. Zipline shall not process Customer personal data in a manner that will, or is likely to, result in Customer breaching its obligations under the Data Protection Legislation.
- 8.5. Zipline shall only process Customer personal data in accordance with the documented instructions given from time to time by Customer, including with regard to transfers, unless required to do otherwise by EU law or the national law of an EU member state to which Zipline is subject. In which event, Zipline shall inform Customer of the legal requirement before processing Customer personal data other than in accordance with Customer's instructions, unless that same law prohibits Zipline from doing so on important grounds of public interest.
- 8.6. Zipline shall inform Customer promptly of any enquiry, and in any event within two business days, of any enquiry or complaint received from a data subject or supervisory authority relating to Customer personal data.
- 8.7. Zipline shall, at the request and option of Customer (whether during or following termination of this Agreement), promptly and as specified by Customer return or destroy all Customer personal data in the possession or control of Zipline.
- 8.8. Notwithstanding any provisions of the Agreement, Zipline shall not appoint any third party to process Customer personal data ("Sub-processor") without Customer's prior written consent, and subject in all cases to Zipline:
- 8.8.1. providing reasonable prior notice to Customer of the identity and location of the Sub-processor and a description of the intended processing to be carried out by the Sub-processor sufficient to enable Customer to evaluate any potential risks to Customer personal data; and
 - 8.8.2. imposing legally binding contract terms on the Sub-processor which are the same as those contained in this clause 8.
- 8.9. Zipline shall notify Customer in the most expedient time possible under the circumstances and in any event within 48 (forty-eight) hours of becoming aware of any actual or suspected accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Customer personal data ("Security Breach"). Zipline shall also provide Customer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach and (to the extent known to Zipline) the identity of each affected person, as soon as such information can be collected or otherwise becomes available, as well as all other information and co-operation which Customer may reasonably request relating to the Security Breach. Zipline agrees to take action immediately, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and, with Customer's prior agreement, to carry out any recovery or other action necessary to remedy the Security Breach. Zipline may not issue, publish or make available to any third party any press release or other communication concerning a Security Breach without Customer's prior approval.
- 8.10. Zipline shall make available to Customer all information necessary to demonstrate compliance with this clause 8 and allow for and contribute to audits, including physical inspections, conducted by Customer or its representatives bound by appropriate obligations of confidentiality.
- 8.11. Zipline shall indemnify and keep Customer fully and effectively indemnified up to a maximum value of one million pounds (£1,000,000) in respect of all losses, damages, costs, charges, expenses and liabilities (including regulatory penalties imposed on Customer) arising out of or in connection with a breach by Zipline of this clause 8.
- 8.12. The categories of Customer personal data to be processed by the Supplier and the processing activities to be performed under this Agreement are set out in the Statements of Work.

9. Matters Relating to the Personnel

- 9.1. During the term of this Agreement and for twelve (12) months after any termination of this Agreement or any Statement of Work (whichever is the later) Customer will not directly or indirectly solicit, induce, encourage or otherwise endeavour to cause or attempt to cause any Personnel of Ziipline to terminate their relationship with Ziipline provided, however, that nothing in this Clause 9.1 shall prohibit the use of a general solicitation in a publication or by other means.
- 9.2. In recognition of the value of the Personnel to Ziipline and the inconvenience which would be caused to it as a result of the Customer's breach of Clause 9.1, the Customer agrees that, if it does breach Clause 9.1, the Customer shall pay to Ziipline the amount of £250,000.
- 9.3. The Parties hereby expressly agree that the sums referred to in Clause 9.2 represent a genuine pre-estimate of the loss likely to be suffered by Ziipline in those circumstances for expenses including, but not limited to, loss of productivity, recruitment fees and training.
- 9.4. Ziipline reserves the right to substitute new personnel (with equivalent levels of qualification) for the Personnel assigned to the Statement of Work from time to time. The Customer may not refuse any alternative personnel offered by Ziipline unless it can provide valid and objective reasons for such refusal.

10. Force Majeure

- 10.1. Neither Party will be liable for delay in performing obligations or for failure to perform obligations if the delay/failure resulted from circumstances beyond its reasonable control.
- 10.2. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such force majeure event. However, if any such event prevents either Party from performing any material obligation of the Contract for a period in excess of one (1) month, the other Party may terminate the Contract in accordance with clause 6.

11. Dispute Resolution

- 11.1. If a dispute arises out of or in connection with this Agreement (including any Statement of Work) or the performance, validity or enforceability of it (Dispute), then, except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this clause:
- 11.1.1. either Party shall give to the other written notice of the Dispute no later than 14 days after the relevant invoice date, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the local operational managers for each Party shall attempt in good faith to resolve the Dispute.
- 11.1.2. if the local operational managers are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Contract Managers as set out in the relevant Statement of Work who shall attempt in good faith to resolve it; and
- 11.1.3. If the Contract Managers are for any reason unable to resolve the Dispute within 7 days of it being referred to them, the Dispute shall be referred to a director (or equivalent) who shall attempt in good faith to resolve it,
- 11.1.4. Should a resolution to the Dispute not be achieved following this process, the parties may agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the Parties, the mediation will start not later than 14 days after the date of the ADR notice.

- 11.2. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 14.4 which clause shall apply at all times.

12. Notices

- 12.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email to a recognised business email address; or
- 12.2. Any notice shall be deemed to have been received:
- 12.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 12.2.2. if sent by pre-paid first-class post or other next Business Day delivery services, at 9.30 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 12.2.3. If sent by email by 09:30 the following working day (subject to no error message being received)
- 12.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. General

- 13.1. The Parties hereby expressly agree that any person who is not a party to this Framework Agreement shall have no right to enforce any term of this Framework Agreement or the Statement of Work against either of the Parties pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.2. Each Party shall be obliged to immediately notify the other in writing, if it becomes aware of any legislation, rules or guidance which might impact upon the lawful provision of the Services.
- 13.3. No failure, delay or indulgence on the part of either Party in exercising any power or right under this Framework Agreement or a Statement of Work shall operate as a waiver of such power or right.
- 13.4. If any provision of this Framework Agreement or Statement of Work shall be held by a court of competent jurisdiction to be invalid or voidable, such provision shall be struck out and the remainder shall stand in full force or effect.
- 13.5. The Customer recognises Zipline's objective of building its business and will co-operate with Zipline's reasonable requests in publicising the relationship between the Parties. Zipline agrees that any publicity to be issued in connection with this Framework Agreement and/or any Statement of Work (including any dispute arising) shall only be issued subject to prior written consent from the Customer, such consent not to be unreasonably withheld.
- 13.6. The Customer may not assign or novate this Framework Agreement or any Statement of Work or any of its rights and obligations thereunder without the prior written consent of Zipline. Zipline may assign or novate this Framework Agreement or any Statement of Work or any of its rights and obligations thereunder by giving 30 days written notice to Customer.
- 13.7. Words in the singular include the plural meaning and words in the plural include the singular meaning. Use of any gender includes the other genders.

- 13.8. Headings are for reference only and do not affect the meaning or interpretation of any terms.
- 13.9. References to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order.

14. Entire Agreement and Law

- 14.1. This Framework Agreement and the Statement of Work constitute the entire agreement between the Parties with respect to the subject matter contained therein. All prior agreements, representations, statements, negotiations, understandings and undertakings either written or oral are, unless made fraudulently, superseded hereby and the Parties hereby acknowledge that they have not placed any reliance on any representation made but not embodied in those documents.
- 14.2. Both Parties agree that, unless they expressly provide otherwise in any Statement of Work, all conditions or warranties of any kind (whether expressed or implied, statutory or otherwise) concerning the quality or fitness for purpose of the Services or Work Product are hereby excluded to the fullest extent permitted by law.
- 14.3. No change to this Framework Agreement or to a Statement of Work nor any waiver of any of the terms hereof shall be valid unless made in writing and signed by the duly authorised representatives of both Parties.
- 14.4. This Framework Agreement and related Statement of Work shall be subject to English law and, subject to the provisions of Clauses 14.1 and 14.2, the Parties agree to submit to the exclusive jurisdiction of the English courts.

SIGNED for and on behalf of [Insert Client Name]	SIGNED for and on behalf of Zipline Ltd.
Signature	Signature
Name	Name
Position	Position
Date	Date

Schedule 1 - Statement of Work

Statement of Work No.	Dated
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Overview:

This Statement of Work (SoW) forms part of the overall agreement between Zipline Ltd. and [Client]. Once signed, this SoW supersedes the terms of any purchase or other order placed by [Client] for the Services described below.

Description of Services: Salesforce Consultancy:

[Summary of Zipline services detailed here – What is being done.]

Summary of Requirements

[Summary of key requirements – What the Customer needs]

Scope Overview

[Summary of scope – What is and is not expected to be delivered]

Approach

[Summary of approach – How the solution will be delivered]

Dependencies

[Summary of dependencies – What is the solution and delivery reliant on]

Assumptions

[Summary of assumptions – What assumptions have been made in the preparation of this SoW]

Total Estimated Cost:

Zipline daily rates exclude travel time, expenses and VAT. The above estimates are based on the indicative implementation plan as described to the Client. Any material change to the resource schedule aligned to this implementation plan will require 30 days written notice. Should the expected duration be extended due to changes in requirements, availability of customer resources or delays in key decisions the estimates for completion would need to be reviewed.

Charges:	[TBC]
Expenses:	[TBC]
Anticipated Start date:	[TBC]
Expected Duration:	[TBC]
Payment Profile:	Time and Materials
Payment Terms:	Payment within 30 days of Invoice Date
Change Control:	Should additional days be required to complete the tasks this will be agreed in writing by both parties prior to commencement.

SIGNED for and on behalf of [Client Name]	SIGNED for and on behalf of Zipline Ltd.
Signature	Signature
Name	Name
Position	Position
Date	Date