Synechron

G-Cloud 15 Services Agreement

General Terms & Conditions





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Contents

04 General Terms & Conditions
04 Professional Services
05 Intellectual Property
06 Representations and Warranties
08 Limitation of Liability
08 Insurance Coverage
08 Confidentiality
10 Information Security
10 Compliance with Data Protection Laws
11 Acceptance
11 Assignment and Subcontracting
11 Indemnity
12 Work Environment
12 Term, Termination and Survival
13 Audit
14 Bribery and Corruption
14 Notices
14 Governing Law
14 Severability
15 Waiver; Modification
15 Non-Exclusivity/Independent Contractor
15 Force Majeure
15 Hiring of Employees
15 Non-discrimination
15 Integration
16 Counterparts
16 EXHIBIT A - TIME AND MATERIALS STATEMENT OF WORK
18 ATTACHMENT 1 TO THE STATEMENT OF WORK
19 EXHIBIT B - FIXED FEE STATEMENT OF WORK
20 ATTACHMENT 1 TO THE STATEMENT OF WORK

G-Cloud 15 Services Agreement

General Terms & Conditions

These General Terms and Conditions, together with any Cover Letter and any applicable Statement of Work and any annexes, form the contractual structure for the provision of Services by Synechron (The Provider) to the Client within the G-Cloud 15 Framework Agreement. For the purposes of this Agreement, "party" means either Synechron or Client and their permitted assignees (if any).

These Supplier Terms explain how we will work with you. At your request we may agree with you to specifically vary these Supplier Terms for a specific contract, provided such amendment does not materially change the overall effect of these Supplier Terms, and we will set out any agreed amendment in the Order Form.

1. Professional Services.

1.1 Upon reasonable request from Client from time to time, Provider shall provide to Client professional services ("Services") under the terms, conditions and fees set forth in this Agreement and any Statement of Work ("SOW") executed hereunder. For any SOW to the extent Services are being performed by one or more affiliates of the Provider in international jurisdictions, then each such affiliate shall be considered the contracting entity for such Services. Client or any affiliate of Client can order the Services from Provider or any affiliate of Provider by executing a separate SOW. Parties may agree applicable service level agreements in the relevant SOW. Services to be rendered on a time and materials basis shall be set forth in a SOW substantially similar to Exhibit A, and services rendered for a fixed fee shall be set forth in a SOW substantially similar to Exhibit B. In the event that the conditions contained in the SOW are in contradiction with the terms of this Agreement, the conditions in this Agreement will prevail unless the SOW identifies specific provisions of this Agreement to be superseded.

1.2 If Client requests any change to the basis or scope of the services specified in a SOW resulting in additional work to be performed by Provider, and if Provider agrees to implement such change, then Client will pay Provider a fixed fee for the change (which will be agreed prior to implementing the change) or Client will pay Provider (i) on a time and materials basis for the additional work plus (ii) an amount equal to Provider's direct expenses incurred in connection with the additional work.

1.3 If Provider travels to a Client site to perform services and such travel is approved in advance by an authorized representative of Client, Client shall reimburse Provider for Provider's reasonable and necessary travel expenses at cost. Provider agrees to provide reasonable detail of out-of-pocket expenses upon request.

1.4 Provider shall invoice Client (i) if on time and materials basis, monthly in arrears for Services rendered and expenses incurred under this Agreement by Provider in the prior month and (ii) if on milestones basis, upon achieving the milestone for Services rendered and expenses incurred. Client shall submit payment to Provider within thirty (30) days of receipt of each invoice from Provider. Client shall within seven (7) days from the date of receipt of the invoice notify Provider if there is any dispute in respect of the invoice, failing which the invoice shall be deemed to be accepted by Client. The fees are set forth in the applicable SOW.

All amounts due hereunder to Provider by the Client that are not paid when due shall accrue interest from the day following the day on which payment was due until paid in full. Interest shall be computed at a rate of two percent (2%) per month calculated on a daily basis from the date of invoice till date of realization.

1.5 Client shall be solely responsible for any and all applicable taxes imposed by any jurisdiction on any Services performed by Provider and its agents in connection with this Agreement. Invoices will include a separate line item for the applicable tax on taxable services. Tax will not be applied to non-taxable services. Provider shall be responsible for the payment of taxes on its own income.

1.6 Client shall pay Provider the fees set forth in this Agreement and any SOW executed hereunder. The fee / rate agreed between the parties will remain firm for a period of one year under this Agreement or the relevant SOW. Thereafter such fee / rate will undergo a revision of 5% over and above the last fee / rate paid at the end of every year from the Effective Date of this Agreement or of the relevant SOW.

2. Intellectual Property.

2.1 Subject to receipt of full payment from Client for work done, Client shall own, and Provider hereby transfers to Client, all right, title, and interest in and to all Deliverables created by Provider for Client, as set forth in the applicable SOW, and any intellectual property rights connected therewith, including, but not limited to all ideas, inventions, discoveries, know-how, computer programs, improvements, methods, developments, and other creative works and works of authorship, whether or not patentable or copyrightable, conceived or made or reduced to practice (whether solely or with the participation of others) by Provider. However, Provider shall retain the right to reuse or incorporate its technology, Pre-existing works, work product, and intellectual property provided in the Deliverables or the development of the Deliverables. If any deliverable falls within the definition of "work made for hire" as per the applicable laws in force, then for purposes of this Agreement such deliverable shall be deemed to be a "work made for hire," the copyright of which shall be owned solely and exclusively by Client. If Provider would be deemed to retain by operation of law or otherwise any intellectual property rights in any such Deliverables, then Provider hereby assigns and transfers all such retained intellectual property rights to Client and its successors. For purposes of this paragraph, the term "Deliverables" shall

mean an item to be delivered to the Client as part of a SOW and shall exclude any Provider or third-party proprietary technology (including software, methodologies, and tools) already in existence at the time of this Agreement, and which has not been developed under this Agreement for Client.

Notwithstanding the foregoing, Provider will provide Client with prior written notice identifying any such Provider or third-party proprietary technology to be provided to Client under any Statement of Work. In such instances, title and full ownership rights shall remain with Provider or such third party and Provider hereby grants a fully paid, perpetual, irrevocable license to Client to use, modify, create derivative works and otherwise commercially exploit Provider's proprietary technology in conjunction with the Deliverables. The foregoing license does not authorize Client to separate Provider's Pre-Existing Works from the Deliverables in which they are incorporated in order to create or distribute a stand-alone product from such Pre-existing Works.

2.2 Subject to receipt of full payment from Client for work done, Provider hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use all Pre-Existing Works provided to Client, for Client's internal use according to the terms of this Agreement. As used in this Agreement, the term "Pre-Existing Works" shall mean all copyrights, patents, trade secrets or other intellectual property rights owned by or licensed to Provider prior to the Effective Date of the applicable SOW or work order. Ownership of the Pre-Existing Works and work product shall remain with Provider. Client must reproduce and include any copyright notice and other proprietary notices that appear with Provider's technology, Pre-existing works, Work Product, and Deliverables. Without Provider's prior written permission, Client shall not itself, or through any other party use the Deliverables to provide processing services or "service bureau" services to third parties; or remove any copyright notices from a Deliverable.

2.3 Client acknowledges that Provider provides consulting, implementation, development, and other services to various clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Provider from conducting such business or develop, use and distribute deliverables that perform functions the same as or similar to the work product / Deliverables subject to Provider maintaining confidentiality of Client's confidential information.

3. Representations and Warranties.

3.1 Provider hereby represents and warrants to Client as follows:

(a) Provider owns all right, title and interest in and to the Pre-Existing Works or otherwise has the right to grant to Client the license to use same as set forth in this Agreement without violating or infringing upon any rights of any third party and without breach of any third-party license to Provider.

(b) There is no actual or threatened suit by any third party based on an alleged violation, infringement, or breach by Provider. Use of the Pre-Existing Works in accordance with this Agreement shall not be disturbed or interfered with during the continuation of the license granted hereunder.

(c) Client's use of the Deliverables or work product will not violate or infringe the copyrights of any third party, and to the best of Provider's knowledge, will not infringe third party United States patents in existence at the time the Deliverables or work product in question is reduced to practice.

(d) Each of Provider's employees, agents or representatives assigned to perform services hereunder shall have the proper skill, training, and background so as to be able to perform in a competent and professional manner.

(e) Provider will take commercially reasonable precautions to ensure that, at the time of delivery, any and all materials submitted to Client will be free of any virus, rouge program, time bomb, turn off instructions, Easter Egg or any other device however characterized that is potentially damaging to the materials provided, other programs, data, computer hardware, computer software, telecommunications equipment or any other such material or device.

3.2 Provider will indemnify Client in accordance with Section 11.2 for any breach of the warranties made in (a), (b) and (c) above, and will re-perform, at Provider's expense, that portion of the work and services for which there is a breach of items (d) through (e) above. Notwithstanding the foregoing, the indemnity shall not apply to work product or Deliverables not made or supplied by the Provider, to any enhancements or modifications made to the work product or Deliverables by anyone other than the Provider and where the product or service was used in a manner inconsistent with the user documentation. Any action by Client that writes to, or otherwise modifies the Provider developed work product or Deliverables without the use of the Provider will void this warranty and absolve Provider of responsibility for this section. Provider is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware of operating system for which the work product or Deliverables or any update is procured. Warranties for third party products, systems, or hardware, if any, provided by Provider to Client for use in connection with this Agreement, will be contained in the separate agreements between Provider/such third party and Client for such products, systems and hardware.

3.3 THE WARRANTIES AND REMEDIES CONTAINED IN THIS SECTION 3 ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY PROVIDER IN CONNECTION WITH ANY DELIVERABLE OR THE SERVICES PROVIDED HEREUNDER. UNLESS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OR REMEDIES PROVIDED RELATED TO THE DELIVERABLES OR SERVICES PROVIDED BY PROVIDER. TO THE EXTENT THAT PROVIDER CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE IS PROVIDED HEREUNDER.

4. Limitation of Liability.

4.1 Except as expressly provided in this Agreement, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, SUCH AS LOSS OF PROFITS OR LOSS OF USE, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF IT IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

4.2 IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF PROVIDER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, EXCEED THE TOTAL AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THE APPLICABLE SOW WITHIN SIX MONTHS PRIOR TO THE CLIENT ASSERTING THE CLAIM.

4.3 Each party accepts liability to the extent that it results from the negligence of it and its employees for
A. death or personal injury without limit; and
B. Physical damage to or loss of the other party's tangible property up to the amount of USD One Million ($1,000,000).

4.4 Client's remedy in respect of any and all claims to which this Section shall apply shall be restricted to damages.

5. Insurance Coverage.

5.1 During the term of this Agreement, Provider shall maintain, at its own expense, insurance covering Provider for damages arising out of its negligent performance under this Agreement, and any negligent or otherwise wrongful acts or omissions by Provider or any employee or agent of Provider in connection with this Agreement.

6. Confidentiality.

6.1 "Confidential Information" means all information directly or indirectly communicated before or after the Effective Date by a Disclosing Party (hereinafter defined) to a Receiving Party (hereinafter defined) in any form or medium (including all information summarized, reproduced or derived therefrom) that is designated as confidential or that the Receiving Party should reasonably regard as confidential based upon its content and/or the circumstances surrounding its disclosure. Confidential Information may include, without limitation, Deliverables, trade secrets, information regarding each party's customers and suppliers, financial and tax information, business plans and forecasts, source codes and documentation for proprietary software, plus any other information.

It is understood that Confidential Information does not include:-

i. information that is currently in the public domain or that enters the public domain after the signing of this Agreement.
ii. information a Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
iii. information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.
iv. information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

6.2 The Receiving Party receiving the Confidential Information from the Disclosing Party may use the Confidential Information solely for the purpose of performing its obligations or enforcing its rights under this Agreement.

6.3 The Receiving Party shall not disclose the Confidential Information except to those persons having a need to know for purposes authorized in Section 6.2. Each party shall take appropriate action, by instruction to or agreement with its employees, agents and subcontractors, to maintain the confidentiality of the Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in the event that the Receiving Party learns of an unauthorized release of Confidential Information.

6.4 Except as otherwise specifically provided in this Agreement, upon the termination of the licenses granted herein, each party shall (i) immediately cease to use the other party's Confidential Information, (ii) within fifteen (15) days of the termination return to the other party or destroy such Confidential Information and all copies thereof and (iii) upon request, certify in writing to the other party that it has complied with its obligations set forth in this Section 6. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information as required by applicable law, or, to the extent such copies are electronically stored in accordance with the Receiving Party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

6.5 The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

6.6 Receiving Party shall not use, authorize others to use, or disclose Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent.

6.7 Each party agrees to provide reasonable assistance and cooperation upon the reasonable request of the other party in connection with any litigation against third parties to protect Confidential Information disclosed hereunder, provided that the party seeking such assistance and cooperation shall reimburse the other party for its reasonable out-of-pocket expenses.

6.8 The obligations of parties under this Section shall survive termination of this Agreement for a period of three (3) years.

7. Information Security.

7.1 Provider undertakes to comply with industry best IT security practices in connection with the performance of its obligations under the relevant SOW.

7.2 Provider will ensure that it, any approved subcontractor, and any relevant Provider Affiliate implements, follow and maintain appropriate security controls, consistent with the Client's required IT security standards, to the extent such IT security standards are provided to Provider well in advance.

7.3 Without prejudice to the generality of clauses 7.1 and 7.2, the Provider shall ensure that all Client Data is handled, processed and stored at all times, in such manner as (subject to clause 7.2) is consistent with the Client's data security classification applicable to such data (to the extent provided to Provider specifically).

7.4 Provider will ensure that any Provider personnel who will be entering a Client location and/or will have access (remotely or otherwise) to Client or any Client Affiliate's systems, data or information shall have been subject to pre-employment screening at least to the standards set out in the Client's then-current policy for the screening of personnel provided by contractors, a copy of which shall be provided by the Client. Provider will, following a request from the Client, provide evidence that Provider personnel have been subject to such screening.

7.5 The Client reserves the right to visit the Provider's or approved subcontractor's offices to carry out such checks as it deems necessary to ensure that the Provider or approved sub-contractor is properly fulfilling its IT obligations as set out in this clause 7 in relation to any SOW and may request sight of records and documents held by the Provider or approved subcontractor in respect of such obligations. The Client shall give the Provider and/or approved subcontractor reasonable prior notice of any intended visit and the Provider or approved subcontractor shall use all reasonable endeavors to provide for the Client access to all information, facilities, procedures or other resources (including staff) as it shall reasonably require.

8. Compliance with Data Protection Laws.

Each Party will perform its obligations hereunder in a manner that complies with all applicable laws, rules, regulations, ordinances, directives, decisions and codes. If the Provider or Provider Personnel receive, obtain, create or otherwise process Client personal data pursuant to or in connection with the relevant SOW, the Provider will and will procure that any sub-contractors shall comply with all data protection legislation applicable to it. Provider will provide Client upon request with such information as Client reasonably requires to evidence compliance with applicable data protection legislation, including for the purpose of any audit or inspection being carried out by or on behalf of Client. Provider shall immediately upon knowledge notify Client of any actual, potential or alleged breach of the provisions of this Section.

9. Acceptance.

9.1 Following completion by Provider of the Deliverables under a SOW, in whole or in part as specified in the SOW and upon their delivery to the Client, the Client shall within any agreed testing timetable provided for in such schedule carry out any applicable testing or assessment of the Deliverables. The Deliverables shall be deemed to have been accepted by the Client after ten (10) working days of delivery thereof unless the Client satisfactorily demonstrates any material failure or deficiency in the Deliverables within the said period of ten (10) days.

9.2 In accordance with Section 9.1 above, should the Deliverables fail the tests or assessments to such material extent, Provider at its own cost shall perform such re-work so as to ensure that the Deliverables pass such test or assessment.

9.3 Following re-submission by Provider to the Client for acceptance testing, the Client will repeat the acceptance tests or assessments within a revised testing timetable as agreed between the parties and shall notify Provider in writing if they pass the tests or assessments.

9.4 If at the end of the said acceptance tests or assessments following re-submission, the Deliverables fail the tests the procedure set out in Section 9.2 and 9.3 will be repeated. If at the end of those acceptance tests or assessments following re-submission the Deliverables fail the tests, the Client shall have the right to invoke a further period of correction as specified above.

10. Assignment and Subcontracting.

Neither Client nor Provider shall assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, that (i) either party may assign its rights or obligations hereunder to a subsidiary in which the assigning party holds a 50% or greater equity interest without the consent of the other party (ii) either party may assign its rights and obligations hereunder in connection with any transaction involving the sale of all or substantially all of its assets without the consent of the other party and (iii) in the case of Provider, it may assign relevant rights and obligations to a fellow subsidiary/affiliate to the extent of services which are to be provided offshore from India, without the consent of Client. The Provider shall be liable for the acts and omissions of it's sub-contractor, and shall ensure that such sub-contractor's delivery in connection with the relevant SOW conforms to the requirements of such SOW. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Provider and Client.

11. Indemnity.

11.1 Each party shall indemnify and hold harmless the other party and its affiliates, directors, officers, employees and agents (collectively, the " Indemnitee") against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of

or related to any third-party claim for personal injury or property damage, including any damages finally awarded attributable to such claim and any reasonable expense incurred by Indemnitee in assisting Indemnitor in defending against such claim, that arises solely out of any action or inaction by the Indemnitor or its employees or agents; provided, however, that Indemnitee gives Indemnitor: (i) prompt written notice that Indemnitee has been served with legal process in an action asserting such claims; (ii) reasonable assistance in defending the claim; and (iii) sole authority to defend or settle such claim. In the event Indemnitor elects not to defend any such claim, Indemnitee shall have the option but not the duty to reasonably settle or defend the claim at its cost and Indemnitor shall indemnify Indemnitee for such settlement or any damages finally awarded against Indemnitee attributable to such claim, reasonable costs and expenses (including attorneys' fees), and interest on such recoverable funds advanced.

11.2 Client will promptly advise Provider in writing of any claim of infringement and of the commencement against it of any suit or action for patent, copyright, or other intellectual property infringement made or brought against Client and based upon the use hereunder by Client of a Deliverable. Provider will: (i) undertake at its own expense the defense of any such suit or action and (ii) hold Client free and harmless from any damages or other sums that may be assessed in or become payable under any decree or judgment by any court which results from such suit or action. Provider will be fully responsible for and will have sole charge in the defense of any such suit or action. Notwithstanding the foregoing, Provider shall have no liability for any claims under this Section 11.2 if such claims arise out of: (i) Client combining a Deliverable with other third-party materials; (ii) Client altering any Deliverable; or (iii) Provider furnishing services or Deliverables customized to Client's specifications.

12. Work Environment.

When Provider's employees are physically assigned to work on Client's premises, Client shall provide such employees a reasonable work environment, including reasonable office space, furniture, supplies and equipment, within or in proximity to Client's offices, to enable Provider to perform its obligations under this Agreement and any SOW executed hereunder.

13. Term, Termination and Survival.

13.1 This Agreement is effective as of the Effective Date and will continue until terminated by either party by giving the other party ninety (90) days prior written notice. Either party may terminate an SOW for convenience by giving the other party thirty (30) days prior written notice.

13.2 Each individual SOW will continue until final Acceptance unless terminated in accordance with the terms of this Agreement notwithstanding the earlier termination of other SOWs.

13.3 The term during which Provider shall provide any Services shall be set forth in the SOW describing the scope of such Services.

13.4 This Agreement or a SOW may be terminated upon the failure to cure any material breach when due, after thirty (30) days' written notice describing an alleged material breach. A failure to pay shall be considered a material breach.

13.5 Any provision of this Agreement related to confidentiality, limitation of liability and indemnification or which by its terms provides for survival shall survive the termination of this Agreement for a period of three (3) years.

14. Audit

14.1.1 In connection with this Agreement and any SOW the Provider shall provide and shall procure that the relevant Provider affiliates shall provide access to their facilities, Deliverables, documentation and full details of the nature and delivery of any and all Services to any internal or external auditors or examiners of the Client.

14.1.2 In addition to the Provider's and the Provider affiliates' obligations described in Section 14.1.1, in connection with this Agreement and any SOW the Provider shall provide and shall procure that the relevant Provider affiliates shall provide, upon request and reasonable prior notice, provide to or procure for Client or internal or external auditors, access to the Provider's or any relevant Provider Affiliate's premises and copies of the Provider's or any relevant Provider Affiliate's records pertaining to the transactions contemplated thereunder.

14.2 Performance Review. The Client may by itself or by engaging a reputable third party auditor(s), review the Provider's and/or the relevant Provider affiliates' performance of any SOW at any time during the term of such SOW (which, for the avoidance of doubt, may include a review of the Provider's, the relevant Provider Affiliate's, or any approved sub-contractor's compliance with the information security requirements detailed in Section 7). Client shall give the Provider (or relevant Provider Affiliate as the case may be) reasonable prior notice (no less than 14 days' written notice) of any intended audit (except that the Client shall not be required to give notice if it is aware of or has reasonable grounds to suspect fraud). The Provider shall use and shall procure each relevant Provider Affiliate shall use its reasonable endeavors to provide or procure for the Client or relevant auditor access to all information, facilities, materials, installations, premises, procedures or other resources (including staff) as it shall reasonably require to undertake the audit, subject to the Client requiring the auditor to enter into a reasonable confidentiality agreement with the Provider (or the Provider or relevant Provider Affiliate as the case may be), restricting disclosure of the Provider's (or relevant Provider Affiliate's as the case may be) Confidential Information to a reasonable extent. Notwithstanding the foregoing, the Provider shall and shall procure that relevant Provider affiliates and approved subcontractor shall provide all information, access and assistance as is required to enable the Client to comply with any applicable laws, regulations or regulatory requests.

15. Bribery and Corruption.

In connection with the performance of Services under this Agreement, neither Provider, nor Provider personnel, has violated or will violate any anti-bribery laws. Provider warrants that Provider and its personnel have not and will not, directly or indirectly, offer, promise, authorize, solicit, pay, or give anything of value (including money) to:

1) influence any acts, decisions, or omissions made by any Government Official to obtain or retain business or secure an improper business advantage;

2) induce any individual to act improperly in violation of his or her duty; or

3) induce any Government Official, or any other individual, to use his or her influence with a government, instrumentality, or private entity to commit an improper act or to obtain or retain business.

16. Notices.

All notices required or permitted under this Agreement shall be in writing and sent to the other party at the address specified below or to such other address as either party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by certified mail, postage prepaid, or personal or courier delivery to:

Client:
_____
_____
_____
Attn.:_____

Provider:
Synechron Limited
Level 7, 95 Gresham Street
London EC2R 7HE, UK
Attn.:_____

17. Governing Law.

This Agreement shall be governed by the English Laws, without regard to the actual state or country of residence or incorporation of the Parties. Any disputes or differences arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of courts of London.

18. Severability.

All agreements, clauses and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid, illegal, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, illegal or unenforceable agreements, clauses or covenants were not contained herein. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, LIMITATION OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

19. Waiver; Modification.

The failure by either party to exercise any right provided hereunder shall not be deemed a waiver of such right. This Agreement may be amended, modified or supplemented only by a writing signed by the parties to this Agreement. Such amendments, modifications or supplements shall be deemed as much a part of this Agreement as if so incorporated herein.

20. Non-Exclusivity/Independent Contractor.

The relationship between the parties is non-exclusive. Provider, in performance of this Agreement, is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. Personnel supplied by Provider hereunder, whether or not located on Client's premises, are not Client's employees or agents and shall not hold themselves out as such, and Provider assumes full responsibility for their acts and for compliance with any applicable employment and tax laws with respect to such employees. Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties.

21. Force Majeure.

Neither party hereto shall be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation acts of God, war, riot, strike, labor disturbance, fire, explosion, flood, or shortage or failure of suppliers.

22. Hiring of Employees.

During the term of this Agreement and for twelve (12) months thereafter, neither Provider nor Client will, directly or indirectly, without the prior written consent of the other party, which may be withheld in that party's sole discretion, offer employment to, solicit, employ, engage or contract with any person or contractor employed, engaged or retained then or within the preceding twelve (12) months by the other party who is directly or indirectly associated with performance of the Services hereunder. This provision shall also be binding upon affiliates of both parties.

23. Non-discrimination.

Each party should refrain from any discriminatory practices either with regard to recruitment, promotion, pay or bonuses, or in their general conduct in the workplace.

24. Integration.

The parties hereto acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by all of its terms and conditions, and further agree that this Agreement

and any SOW executed hereunder and any exhibits or schedules hereto or thereto constitute a complete and exclusive statement of the understanding between the parties with respect to delivery of Services by Provider, which supersedes any and all other communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the delivery of professional services by Provider not expressly set forth in this Agreement or a SOW executed hereunder are of no force and effect.

25. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first set forth above.

Client:
<<CLIENT LEGAL ENTITY NAME>>
By: _____
Title: _____
Date: _____

Provider:
SYNECHRON LIMITED
By: _____
Title: _____
Date: _____

EXHIBIT A

TIME AND MATERIALS STATEMENT OF WORK

This Statement of Work, dated as of ____, 20__, is issued pursuant to, and incorporates herein, the Master Services Agreement dated _____, 20__, ("Agreement"), by and between Synechron Limited ("Provider") and _____, ("Client"). Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

_____
Number

_____
Client Location

_____
Provider Location

_____

_____

_____
Client Project Manager

_____
Provider Project Manager

Provider along with its affiliate entities, shall provide services as outlined in this SOW. The following table lists the Provider's affiliate contracting entities along with their respective locations where Services will be performed:

Name of Consultant Employee	Location of Services	Job Classification	Daily Rate	Commencement Date	Scheduled Completion Date
1.					
2.					

Provider along with the respective Provider's contracting entity shall remain responsible for their respective obligations pursuant to this SOW.

See Attachment 1 for a description of, and the schedule for, the tasks to be performed and the deliverables to be produced and the documentation, if any, to be produced.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Statement of Work No. __ as of the day, month and year first above written.

Synechron Limited

By: _____
Name: _____
Title: _____
Date: _____

(Client)

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 TO THE STATEMENT OF WORK

1. Services and deliverables –

a. Description of services:

b. Deliverables (if any):

c. Roles and responsibilities of parties:

d. Assumptions and Dependencies:

2. Provider Pre-Existing Works

[insert details of Synechron intellectual property incorporated in deliverables, if any]

3. Fee Schedule

[insert fees schedule if not already covered in main SOW]. Provider will invoice the Client and collect the payment on behalf of itself and other Provider affiliate entities for the services performed under this SOW.

4. Travel and out-of-pocket Expenses

[insert details of Travel and OOP expenses, if any]

5. Change Order

Any addition or modification to this SOW, including but not limited to, changes to the scope of work, services, deliverables, change in contracting entities, or pricing, shall be made through a formal change order process and will be effective only when signed by authorized representatives of both parties.

6. Additional Terms

[insert additional terms, if any]

EXHIBIT B

FIXED FEE STATEMENT OF WORK

This Statement of Work, dated as of _____, 20__, is issued pursuant to, and incorporates herein, the Master Services Agreement dated as of _____, 20__, ("Agreement"), by and between Synechron Limited ("Provider") and _____, ("Client"). Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

_____
Number

_____
Fixed Price

_____
Scheduled Start Date

_____
Scheduled Completion Date

_____
Client Project Manager

_____
Provider Project Manager

Provider along with its affiliate entities, shall provide services as outlined in this SOW. See Attachment 1 for a full and complete description of, and the schedule for, the tasks to be performed and the deliverables to be produced, Client dependencies, a listing of the documentation, if any, to be provided, the schedule for completion of each of the foregoing and a schedule of payments. Provider along with the respective Provider's contracting entity shall remain responsible for their respective obligations pursuant to this SOW.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Statement of Work No. __ as of the day, month and year first above written.

Synechron Limited

By: _____
Name: _____
Title: _____
Date: _____

(Client)

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 TO THE STATEMENT OF WORK

1. Services and deliverables –

a. Description of services:

b. Deliverables (if any):

c. Location of services: Following locations lists the Provider's affiliate entities along with their respective locations where Services will be performed.

d. Roles and responsibilities of parties:

e. Assumptions and Dependencies:

2. Provider Pre-Existing Works

[insert details of Synechron intellectual property incorporated in deliverables, if any]

3. Fee Schedule

[insert fees schedule if not already covered in main SOW]. Provider will invoice the Client and collect the payment on behalf of itself and other Provider affiliate entities for the services performed under this SOW.

4. Travel and out-of-pocket Expenses

[insert details of Travel and OOP expenses, if any]

5. Change Order

Any addition or modification to this SOW, including but not limited to, changes to the scope of work, services, deliverables, change in contracting entities, or pricing, shall be made through a formal change order process and will be effective only when signed by authorized representatives of both parties.

6. Additional Terms

[insert additional terms, if any]

Contact details

For all further enquiries, please contact:
UKPublicSector@synechron.com

About Synechron

Synechron - delivering outstanding out-comes in highly regulated environments

Synechron is a powerful force in the cloud ecosystem with deep expertise in highly regulated sectors including government. Our combined team brings together an unparallel range of specialist AI skills, enterprise-scale delivery strength, and a sharp focus on innovation.

Together, they enable large scale organisations to accelerate transformation, unlock platform value, and drive real end user outcomes across the ServiceNow landscape.

Transforming the end user experience
At Synechron, we believe in the power of digital to transform government and businesses for the better. Our global consulting firm combines creativity and innovative technology to deliver industry-leading digital solutions. Synechron's progressive technologies and optimization strategies span end-to-end Artificial Intelligence, Consulting, Digital, Cloud & DevOps, Data, and Software Engineering, servicing an array of noteworthy organisations to deliver better end user outcomes.

Through research and development initiatives in our FinLabs we develop solutions for modernization, from Artificial Intelligence and Blockchain to Data Science models, Digital, cloud-native, mobile-first applications and more.

Global resource, local delivery
Over the last 20+ years, our company has been honoured with multiple employer awards, recognizing our commitment to our talented teams. With top clients to boast about, Synechron has a global workforce of 16,500+, and has 58 offices in 21 countries within key global markets. For more information on the company, please visit our website or LinkedIn community.



Synechron

Syenchron Limited,
Level 7,
95 Gresham Street,
London EC2 7NA

Contact details

For all further enquiries, please contact:
UKPublicSector@synechron.com