

Terms and Conditions — Cloud Support Services



1. Cloud Support Services

The Cloud Support Services to be performed by the Mydex CIC under this Agreement include:

1.1 <<Insert the Cloud Support Services to be carried out by the Mydex CIC>>;

2. Duration of the Agreement

The Cloud Support Services Agreement shall commence with effect from <<Insert Date of Agreement>> until <<Insert Termination Date>> or until this Agreement is terminated in accordance with Clause 7.

3. Mydex CIC's Obligations

For the Duration of the Agreement the Mydex CIC shall:

- 3.1 provide the Cloud Support Services to the Client Organisation;
- 3.2 ensure that the Cloud Support Services are provided with the care, skill and diligence required in accordance with the best practice in the Mydex CIC's industry, profession or trade;
- 3.3 provide the Client Organisation with adequately skilled and capable individuals to perform the Cloud Support Services ("Employees") who are employed by the Mydex CIC; and

4. Fee

- 4.1 The Client Organisation shall pay to Mydex CIC a fee of £[INSERT FEE] (exclusive of any value added tax).
- 4.2 The fee referred to in Sub-clause 5.1 shall be paid in and initial payment upon engagement and then in [INSERT NUMBER] equal instalments of £[INSTALLMENT AMOUNT] each.
- 4.3 These instalments are to fall due on the following dates:
 - 4.3.1 Initial payment - [INSERT DATE]
 - 4.3.2 Equally monthly installments starting in [INSERT START MONTH] and ending in [INSERT END MONTH]
- 4.4 Exclusions from these fees are any of the following expense types which the Client Organisation would need to fund in addition to the fees outlined.
 - 4.4.1 Travel and accommodation which will be charged subject to prior agreement.
 - 4.4.2 Rental of meeting rooms and facilities if Client Organisation premises

unavailable.

- 4.5 Incremental services provided outside of the scope of this agreement are subject to a [SEPARATE AGREEMENT].
- 4.6 All fees are subject to VAT at the prevailing rate
- 4.7 subject to delivery of the Mydex CIC's invoice to the Client Organisation for the relevant instalment by the relevant date.

5. **Expenses**

The Client Organisation shall reimburse the Mydex CIC all expenses properly and necessarily incurred in the provision of its obligations hereunder, provided that on request the Mydex CIC shall provide the Client Organisation with such vouchers or other evidence of actual payment of such expenses as the Client Organisation may reasonably require.

6. **Late Payment**

If the Client Organisation fails to make any payment due to the Mydex CIC under Clauses 4 and 5 on the due date then, without prejudice to any other right or remedy available to the Mydex CIC, the Mydex CIC shall be entitled to:

- 6.1 terminate this Agreement by giving written notice to the Client Organisation provided that the Client Organisation fails to make the due payment within 5 working days' after receiving written notice from the Mydex CIC giving full particulars of the payment due and requiring such payment to be made within 5 working days'; and
- 6.2 charge the Client Organisation interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above Lloyds Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7. **Termination**

- 7.1 Either Party may terminate this Agreement at any time by giving the other party not less than 30 days' notice in writing.
- 7.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party shall commit any breach of this Agreement (excluding late payment under Clause 7) and, in the case of a breach which is capable of remedy, fails to remedy it within 21 days' after receiving written notice giving full particulars of the breach and requiring it to be remedied.

8. Confidential Information

- 8.1 Both Parties shall at all times keep confidential (and take all reasonable steps to procure that its employees and agents shall keep confidential) and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the other Party's business methods, plans, systems, finances, projects, trade secrets or provision of products or services to which it attaches confidentiality or in respect of which it holds an obligation to a third party.
- 8.2 Upon termination of this Agreement for whatever reason both Parties shall deliver to the other Party all working papers or other material and copies provided to it pursuant to this Agreement or prepared by it either in pursuance of this Agreement or previously.

9. Tax Liabilities

The Mydex CIC shall be responsible for making appropriate PAYE deductions for tax and National Insurance contributions from the remuneration it pays the Employees and the Mydex CIC shall compensate the Client Organisation in full on demand for any liability which the Client Organisation suffers in connection with such taxes.

10. Indemnity

Mydex CIC provides no professional indemnity on the advice and opinion it provides and Client Organisation acknowledge that all advice is provided to Client Organisation for the purposes of assisting decision making by the officers of The Client Organisation in the execution of their business affairs, therefore The Client Organisation waives any potential claims against Mydex CIC in relation to the advice and opinion provided.

11. Notice

All notices to be given under this Agreement by either Party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other Party's Registered Office and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

Terms and Conditions — Cloud Support Services



12. Nothing in this Agreement shall render the Mydex CIC or their Employees an employee, agent or partner of the Client Organisation and neither the Mydex CIC nor the Employees shall hold themselves out as such.

13. **Applicable Law and Jurisdiction**

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.