

Contract for Services

1. Definitions

- 1.1 In this Contract for Services, the following definitions apply:
 - 1.1.1 "Supplier" means Pro DBA Limited, 14-16 Holyrood Road, Edinburgh, EH8 8AF
 - 1.1.2 "Client" means **Client name and address**
 - 1.1.3 "Contract" means the relationship entered into between the Supplier and the Client upon the signing of the Supplier Agreement.
 - 1.1.4 "Contract Term" means the period during which the Supplier is engaged to provide the Services to be supplied. The contract term is 12 months.
- 1.2 References to the singular include the plural and vice versa.

2. The Contract

- 2.1 This Contract for Services together with the Supplier Agreement and any attachments shall constitute the entire Contract between the Supplier and the Client with respect to the subject matter hereof.
- 2.2 No variation or alteration to this Contract for Services shall be valid unless agreed in writing between the parties and signed by a properly authorised representative of each party.
- 2.3 The relationship between the parties to this Contract is one of independent entities and nothing contained in this agreement shall be construed as constituting or establishing any partnership or joint venture.

3. The Services

- 3.1 The Services supplied by the Supplier shall include but not be limited to:
 - 3.1.1 the provision of database support services as described in the attached Oracle/SQL Server/IFS Support document (xxxxx package).

4. Supplier Obligations

- 4.1 The Supplier warrants and represents that it will fulfil any and all obligations under this Contract. At all times the obligations of the Supplier shall include but not be limited to:
 - 4.1.1 be conversant with and adhere to the terms and conditions of the Contract;
 - 4.1.2 carry out the Services with due care and attention;
 - 4.1.3 take into account the directions of the Client during the course of exercising professional skills and utilising specialist knowledge;
 - 4.1.4 not engage in any conduct detrimental to the interests of the Client;
 - 4.1.5 warrant that the Supplier is legally entitled to carry out the Contract and is able to comply with any statutory or legal obligations imposed on the Supplier;
 - 4.1.6 confirm that other contracts undertaken during the Contract Term will not give rise to a conflict of interest between the Supplier and the Client;
 - 4.1.7 at all times conduct itself in the manner expected of a third party external professional organisation;

- 4.1.8 inform the Client if any individual engaged on the Contract has a criminal record or legal action pending against them;
- 4.1.9 prior to utilising any of its own equipment and intellectual property obtain the written permission of the Client and at all times ensure that it fully complies with any security or other arrangements imposed by the Client;

5. Liability

- 5.1 The Supplier shall indemnify and keep the Client indemnified from and against any loss and liability, up to a maximum of £5,000,000 per each individual claim that the Client may suffer or incur as a result of:
 - 5.1.1 any negligent, deliberate act or omission of the Supplier;
 - 5.1.2 any accident, damage or any injury to the Client or any third party in connection with the Contract.

6. Termination

- 6.1 The Client may cancel the Contract, giving the Supplier the period of notice specified in the Supplier Agreement.
- 6.2 Any notice shall be in writing and sent by first class post to the Supplier at the Supplier's Registered Office, and shall be deemed to have been received one postal day after the day of posting.
- 6.3 The Client reserves the absolute right to cancel the Contract immediately without penalty and without notice:
 - 6.3.1 in the event of the Supplier being in breach of duty;
 - 6.3.2 in the event of the Supplier failing to abide by procedures and regulations previously communicated in writing to the Supplier by the Client;
 - 6.3.3 in the event of the Services supplied by the Supplier being incompetent, inadequate or unprofessional;
 - 6.3.4 if the Supplier is in breach of any of the Supplier Obligations under this Contract;
 - 6.3.5 in the event of the Supplier having Receivers or Administrators appointed or passes a resolution for winding up or a court order for winding up being presented against the Supplier.
- 6.4 Even though this agreement may have been terminated, any clause that is intended to have effect following termination shall survive and continue in effect.
- 6.5 On termination under clause 6.3 above, the Client is relieved of its obligation to pay the full charge rate set out in the Supplier Agreement and instead it will pay an amount calculated on a pro rata basis.

7. Confidentiality

- 7.1 In order to protect the confidentiality and trade secrets of the Client without prejudice to every other duty to keep secret all information given or gained in confidence the Supplier agrees:

- 7.1.1 not at any time whether during or after the Contract Term (unless expressly so authorised by the Client as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
- 7.1.2 to deliver up to the Client at the end of the Contract Term all documents and other materials belonging to the Client (and all copies thereof) which are in its possession;
- 7.1.3 not at any time to make any copy abstract summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of supplying the Services, in which event any such item shall belong to the Client.

8. Intellectual Property rights

- 8.1 Where the Supplier provides to the Client any software and the intellectual property rights to the whole or any part of that software are vested in a third party, then the Supplier agrees to provide with that software a licence (in the terms described in the Schedule) to use the software or that part of it, and any accompanying documents.
- 8.2 Each party is to retain title to and all intellectual property rights in any software, algorithm, document, material, idea, data or other information which constitutes a pre-existing proprietary item of that party.
- 8.3 The Supplier agrees to defend at its own expense and without any expense to the Client any action, claim or proceeding instituted against the Client in any jurisdiction (whether it is successful or not) to the extent that it is based upon a claim that any material produced or supplied by the Supplier infringes any copyright, patent or other intellectual property right. The Supplier agrees to indemnify the Client in respect of any damages which may be awarded, and any costs or other expenses suffered by the Client in respect of any claim.
- 8.4 The Supplier agrees not to cause or allow anything to be done which may damage or endanger the intellectual property of the Client or the Client's title to it or to help or allow others to do so.

9. Viruses

- 9.1 The Supplier warrants that any software and any media on which it is delivered, any source code, program code, object code and any media on which they are delivered, any other material delivered to the Client and any disk or other media utilised by the Supplier its servants and agents in any computer system operated by the Client will not contain or include anything which may cause any corruption, deterioration, alteration or addition to the said source code, program code, object code or to any other data, code, media, firmware, software or other materials including without prejudice to the generality of the foregoing, any "virus", "trojan horse" or "worm" as the same may be generally understood within the computer industry.
- 9.2 It is a condition of this contract that any disk or other media used or introduced by or at the direction of the Supplier, its servants and agents, in

any computer system operated by the Client, shall be submitted to the Client for checking prior to its introduction into the said system, and any failure or omission so to do on the part of the Supplier, its servants and agents, whether knowingly, negligently or otherwise shall be a breach of a condition of this contract.

10. Publicity

10.1 The Supplier agrees that it will not:

10.1.1 disclose publicly the fact or content of this contract;

10.1.2 use the Client's name or that of any of its associated companies in any promotional or advertising activities or material without the express permission of the Client.

11. Waiver

11.1 If either party does not enforce any of its rights under this contract, then that is not to be taken to be a waiver of that right.

12. Governing Law

12.1 This agreement is governed by English Law, and shall be subject to the jurisdiction of the English Courts.

12.2 The Court may modify any clause that may otherwise be void; subject thereto any void clause may be severed.