



QGate Master Services Agreement For Sample Company

Agreement Number PRO00001

Document Version 3.8

This Agreement is dated 17/09/2018

PARTIES

- (1) QGATE SOFTWARE LTD incorporated and registered in England and Wales with company number 03301336 whose registered office is at D2 Fareham Heights, Standard Way, Fareham, Hampshire PO16 8XT (**Supplier**)
- (2) SAMPLE COMPANY whose registered office is at Unit D2 Fareham Heights Standard Way Fareham PO16 8XT United Kingdom (**Customer**)

BACKGROUND

- (A) The Supplier is in the business of providing the Available Services and Software.
- (B) The Customer wishes to obtain and the Supplier wishes to provide the Available Services and Software on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulation and codes from time to time in force.

Available Services: the services as set out in *Schedule 2*.

Business Day: a day other than a Saturday, Sunday or public holiday, in England when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.30 pm on any Business Day.

Change Order: has the meaning given in Clause 3.6.

Confidential Information: all proprietary information of a party ("Disclosing Party") disclosed, orally or in writing, to the other party ("Receiving Party") that is designated or marked as confidential at the time of disclosure and/or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, without limitation, the terms and conditions of this agreement (including pricing and other terms reflected in all Statements of Work and other orders), the data, business plans, technology and technical information, financial information, business strategies, practices procedures, methodologies, know-how, product designs, and business processes of each party. Confidential Information shall not include any information that is or becomes generally known to the public without breach of any obligation by the Receiving Party or was known to the Receiving Party prior to its disclosure or is rightfully received from a third party.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and expression **Change of Control** shall be construed accordingly.

Customer: The identified legal entity or group of legal entities related as wholly owned Parent/Subsidiaries

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to Clause 5.4.

Data Protection Legislation: all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms "Personal Data", "Data Controller", "Data Processor" and "process" (in the context of usage of Personal Data shall have the meanings given to them in the applicable Data Protection Legislation

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment and any separate Software provided under License).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the

right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in *Schedule 2*.

Software: means any computer programs written by Supplier or other author and provided for use by the Customer under a Software License.

Software Licence: means the limited rights to use and distribute a Software, whether issued by Supplier or other author. In some instances a vendor or third-party solution may be provided. Where licence terms are provided by the vendor or third party and not explicitly managed on signed with the vendor or third party, they will be available from the <https://www.qgate.co.uk/terms/>

Statement of Work Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with Clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in *Schedule 3*.

Support Services: Service relating to the post implementation, ongoing support for one or more Software.

Supplier Policies and Procedures: the Supplier's business policies and procedures are published on the QGate site at <https://www.qgate.co.uk/terms/>

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

Timebank: hours unallocated at time of purchase, available to be consumed on ad hoc, minor Works and Services.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Works: the Available Services which are provided by the Supplier under a Statement of Work, including Software services which are incidental or ancillary to the Works.

- 1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
 - 1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
 - 1.7. This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
 - 1.8. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 1.9. A reference to **writing** or **written** includes email.
 - 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done
 - 1.11. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
 - 1.12. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
 - 1.13. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **COMMENCEMENT AND DURATION**
- 2.1. This agreement shall commence on the date when it has been signed by all the parties and shall continue unless terminated earlier in accordance with Clause 13, or until either party gives to the other party written notice to terminate, or provided that such notice shall be served no earlier than the first anniversary of the commencement of this agreement and shall expire on the completion of all Statements of Work, Timebanks and Support Services entered into before the date on which it is served.

- 2.2. If there are no uncompleted Statements of Work, Timebanks or Support Services as at the date notice to terminate is served under Clause 2.1, such notice shall terminate this agreement with immediate effect.
- 2.3. The parties shall not enter into any further Statements of Work, Timebanks or Support Services after the date on which notice to terminate is served under Clause 2.1.
- 2.4. The Customer may procure any of the Available Services by agreeing to a Statement of Work, Timebank or Support Service with the Supplier pursuant to Clauses 3, 4 or 5.

3. STATEMENTS OF WORK

- 3.1. A Statement of Work shall be drafted when the Customer requests the Supplier to provide any or all of the Available Services other than Support Services.
- 3.2. The Statement of Work may also include details and costs of required Software.
- 3.3. The Customer will provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work. If the Supplier declines to provide the Available Services, it shall inform the Customer as soon as reasonably practicable. Both parties shall sign the draft Statement of Work when it is agreed.
- 3.4. Unless otherwise agreed, the Statement of Work Charges shall be calculated in accordance with the Reference Charges.
- 3.5. Once a Statement of Work has been agreed and signed, no amendment shall be made to it except in accordance with Clause 3.6.
- 3.6. Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on the Works, the Statement of Work Charges, the timetable for the Works and any of the other terms of the relevant Statement of Work. If the Supplier wishes to make a change to the Works it shall provide a draft Change Order to the Customer, or; if the Customer wishes to make a change to the Works, it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and the Supplier shall, as soon as reasonably practicable after receiving the information, provide a draft Change Order to the Customer. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work, or; if they are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 25.
- 3.7. In relation to each Statement of Work, the Supplier shall:
 - 3.7.1. use reasonable endeavours to manage and complete the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects;
 - 3.7.2. use reasonable endeavours to meet any performance dates specified in a Statement of Work appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including by signing Change Orders). The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of the relevant Statement of Work, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.
- 3.8. In relation to each Statement of Work, the Customer shall:
 - 3.8.1. co-operate with the Supplier in all matters relating to the Works;
 - 3.8.2. appoint a manager in respect of the Works to be performed, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);
 - 3.8.3. provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier including any such access as is specified in a Statement of Work;
 - 3.8.4. provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete in all material respects;
 - 3.8.5. ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works;
 - 3.8.6. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment, in all cases before the date on which the Works are to start;
 - 3.8.7. allow an extension of time to the Supplier to perform its obligations under each Statement of Works if it is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees without prejudice to any other right or remedy it may have;
 - 3.8.8. grant to the Supplier the right to make public announcements for the purposes of marketing, concerning the provision by the Supplier to the Customer of the Available Services and thereby the right to use for that purpose the name and any trade mark of the Customer to that end with the express written consent being obtained by the Customer in advance of any announcement.
- 3.9. Acceptance criteria for all Works and Deliverables shall be set out within the Statement of Work and the Customer shall accept Deliverables on meeting those criteria. Whether written notice of acceptance is provided or not, use of a Deliverable within the Customer's business operations shall be determined as acceptance. A period of 60 days following completion of each Deliverable shall be allowed during which time the Customer should notify the Supplier in writing of any fault and/or defect discovered and the Supplier shall fix that fault and/or defect using reasonable efforts.
- 3.10. In accordance with Clause 7, the Supplier shall invoice the Customer for the Charges relevant to each Statement of Work at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals or Milestones are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.
- 3.11. Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. TIMEBANKS

- 4.1. A Timebank shall be drafted when the Customer requests the Supplier to provide Ad Hoc Services which may include but are not limited to those listed as Available Services in the Schedule.
 - 4.2. Unless otherwise agreed, the Timebank Charge rate is listed in Schedule 2, and are charged and paid for prior to allocation and consumption of services.
 - 4.3. The minimum time usage will be 30 minutes per service provided by the Supplier.
 - 4.4. In relation to each Timebank, the Supplier shall:
 - 4.4.1. appoint and identify a manager in respect of the Timebank that shall have authority to contractually bind the Supplier on all matters relating to the relevant Works including the assignment of resources to the Works required;
 - 4.4.2. provide a best estimate of hours required for a service deliverable and require email acceptance from the Customer prior to commencement of any Works to be covered by the Timebank; provide a timely statement of time consumed and available.
 - 4.4.3. provide a timely statement of time consumed and available.
 - 4.5. In relation to each Timebank, the Customer shall:
 - 4.5.1. appoint and identify a manager in respect of the Timebank that shall have authority to contractually bind the Customer on all matters relating to the relevant Works including the commitment of available time within the Timebank.
 - 4.6. Each Timebank purchase shall be part of this agreement and shall not form a separate contract to it.
- 5. SUPPORT AND MAINTENANCE**
- 5.1. Support Services, if provided, will be billed on either an annual or monthly basis depending on the Software to be supported. Details of the software to be supported and the associated charges will be detailed in Schedule 5a and/or 4b
 - 5.2. Depending on the Vendor and/or the licencing type there maybe charges for software maintenance covering the provision of fixes, new releases and new versions. These charges will be detailed in the associated Schedule 5a / 4b.
 - 5.3. Unless otherwise agreed, the Support Charges are calculated from the Reference Charges in Schedule 2
 - 5.4. In relation to the Support Services, the Supplier shall:
 - 5.4.1. Provide the services as defined in Schedule 2. Section Support Types, subject to received payment from the Customer of the Software Support Fees with due diligence care and skill, to act in such a way so as not to cause business interruption or impact to the application;
 - 5.4.2. manage logged issues per the Support Procedures included in Schedule 5;
 - 5.4.3. return or destroy, if requested by the Customer, any media traces/error logs or other diagnostic information provided by the Customer to the Supplier.
 - 5.5. In relation to each Support Services, the Customer shall:
 - 5.5.1. provide appropriately licenced access to the Software which may require a licence to be purchased specifically for this purpose;
 - 5.5.2. log issues with the QGate Technical Services desk only for the Software covered by each Agreement;
 - 5.5.3. maintain a current back-up copy of the Software and all data managed within the Software to minimise data loss during the provision of the Service. Where the software may be managed as part of a Hosted environment separate arrangements will be agreed;
 - 5.5.4. maintain an environment that conforms to the current compatibility checklist or similar pre-requisites as published by the Software vendor(s);
 - 5.5.5. maintain at least one copy of the Software and supporting environment, so as to facilitate a separate test/development facility such that any changes can be tested on a non-live environment prior to being applied to the live environment;
 - 5.5.6. Implement the Supplier's recommendations in respect of solutions to issues reported by the Customer
 - 5.5.7. provide copies of appropriate media traces/error logs or other diagnostic information if requested by the Supplier;
 - 5.5.8. provide the Supplier, if feasible, with remote on-line access to the computer system upon which the Software is loaded and operates;
 - 5.5.9. take all reasonable steps to minimise the effects of any errors in the Software including the avoidance of the repetition of the circumstances that revealed such errors.
 - 5.6. Subject to the termination rights set forth herein, the Commencement Date, Billing terms and renewal terms of each Support Service attached are set out in the Support Service itself.
 - 5.7. For the avoidance of doubt, direct End User support is not included as part of the agreement and Support Services shall be provided to a named Support Contact only.
 - 5.8. For the avoidance of doubt, software or hardware required to support the operation of the Software but not listed in Schedule A is excluded from this agreement.
 - 5.9. In consideration of the Supplier providing the Service, the Customer shall pay the Support Charges as stated in the related schedules. Such Charges will be invoiced to the Customer in advance of the Support Service commencing and must be paid in full before the Supplier will provide the Service.
 - 5.10. In the event that the Customer acquires additional licences of the Software subsequent to the Commencement Date then the terms and conditions of this Agreement shall cover all such additional software and either:
 - 5.10.1. Where the licence type is perpetual the full 12 months Support charge for the additional license(s) will be payable at the time of the purchase and, at the time of renewal, the paid charge will be credited against the renewal pro rata of the number of months cover required in the previous period, or;
 - 5.10.2. Where the licence type is monthly subscription the Software Support charge shall increase in line with the number of licences added.
 - 5.11. If the Type of Support Service, Quantity of licences or other details change, a revised Schedule 5a or 4b will be issued detailing the revised Support Charges and any variation to the Charges due in the then current period.
- 6. NON-SOLICITATION**
- 6.1. The either party shall not, without the prior written consent of the other party, at any time from the date on which any Works commence to the expiry of two years after the completion of such Works, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of such Works.

7. CHARGES AND PAYMENT

- 7.1. In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges either directly or indirectly through a third party as agreed at the point of procurement.
- 7.2. The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:
 - 7.2.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works, in accordance with Customer's Travel and expenses policy and agreed in advance.
- 7.3. The Supplier may increase the Reference Charges and any other services (non licence) related Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period.
- 7.4. Any increase in the Reference Charges shall affect:
 - 7.4.1. the Statement of Work Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
 - 7.4.2. the calculation of the Charges for Statements of Work, Timebanks and Support Services entered into after the date the increase takes effect.
- 7.5. The Supplier may charge a cancellation fee on any Charges, agreed and set out on a Statement of Work or assigned under a Timebank, calculated as either:
 - 7.5.1. 50% of the agreed Charges if cancellation is within 10 working days of the agreed date of service delivery, or
 - 7.5.2. 100% of the agreed Charges if cancellation is within 3 working days of the agreed date of service delivery.
- 7.6. The Customer shall pay each invoice submitted to it by the Supplier within 30 days of the date of invoice into a bank nominated in writing by the Supplier from time to time.
- 7.7. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:
 - 7.7.1. the Customer shall pay interest, accrued daily until actual payment, on the overdue amount at the rate of 2% per annum above Lloyds Bank's base rate from time to time; and
 - 7.7.2. the Supplier may suspend or abort part or all of the Works until payment has been made in full including pro rata charges for Works undertaken whether or not completed and any interest accrued under 7.7.1.
- 7.8. All sums payable to the Supplier under this agreement:
 - 7.8.1. are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 7.8.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) unless a bona fide dispute has been raised.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. In relation to the Deliverables:
 - 8.1.1. the Supplier, including any sub-contractors, and its licensors shall retain ownership of all pre-existing IPRs in the Deliverables, excluding the Customer Materials;
 - 8.1.2. the Supplier shall also retain any background IPR relating to designs, processes, databases, coding inventions or any similar component created or evolved as part of the Deliverables.
 - 8.1.3. the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence during the term of this agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and
 - 8.1.4. the Customer may, only with the written consent of the Supplier, sub-licence the rights granted in Clause 8.1.2 to its Affiliates and customers.
- 8.2. In relation to Software:
 - 8.2.1. the Customer shall procure and maintain, either through the Supplier or otherwise, appropriate Software licenses and all IPR for the Software shall be governed by the terms of those licenses and the Customer shall be solely responsible for all matters arising out of those licenses.
- 8.3. In relation to the Customer Materials, the Customer:
 - 8.3.1. and its licensors shall retain ownership of all IPRs in the Customer Materials; and
 - 8.3.2. grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify the Customer Materials only for the term of this agreement for the purpose of providing the Works to the Customer. All copies of any customer materials must be returned or destroyed on termination of the contract.
- 8.4. The Supplier:
 - 8.4.1. warrants that the receipt, use and onward supply of the Works and the Deliverables by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;
 - 8.4.2. shall, subject to Clause 12.3, keep the Customer indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or onward supply of the Works and the Deliverables; and
 - 8.4.3. shall not be in breach of the warranty at Clause 8.4.1, and the Customer shall have no claim under the indemnity at Clause 8.4.2 to the extent the infringement arises from:
 - 8.4.3.1. the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;

- 8.4.3.2. any modification of the Works or any Deliverable, other than by or on behalf of the Supplier; and
- 8.4.3.3. compliance with the Customer's specifications or instructions.

8.5. The Customer:

- 8.5.1. warrants that the receipt and use in the performance of this agreement by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 8.5.2. shall keep the Supplier indemnified in full against any direct costs, expenses, damages including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier as a result of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Right arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials. Such liability to be limited to the value of the contract.
- 8.6. If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this Clause 8, the Indemnified Party shall:
- 8.6.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 8.4.2 or Clause 8.5.2 (as applicable) (**IPRs Claim**);
 - 8.6.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 8.6.3. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - 8.6.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9. **COMPLIANCE WITH LAWS AND POLICIES**

- 9.1. In performing their obligations under this agreement, the Supplier and the Customer shall comply with:
- 9.1.1. the Applicable Laws; and
 - 9.1.2. the Supplier Policies and Procedures, provided that the Supplier shall give the Customer not less than 30 days notice of any change to such policies.
- 9.2. Changes to the Works required as a result of changes to the Applicable Laws or the Supplier Policies and Procedures shall be agreed via the change control procedure set out in Clause 3.4.

10. **DATA PROTECTION AND DATA PROCESSING**

- 10.1. For the purposes of this Agreement, both parties may receive Personal Data. Where the parties receive Personal Data as Data Controllers each party agrees to comply with the current Data Protection Legislation.
- 10.2. Throughout the commercial relationship of the parties, each party will be processing the Personal Data of the other's employees in order to facilitate contact and co-operation between the parties.
- 10.3. Notwithstanding the Personal Data described in Clause 10.2, the Customer will, acting as Data Controller be passing Personal Data to the Supplier as Data Processor pursuant to this Agreement.
- 10.4. Where a party receives Personal Data as a Data Processor, that party shall:
- 10.4.1. act solely on the instructions of the party sending the Personal Data in relation to the processing of that Personal Data. In the event that a legal requirement prevents the Data Processor from complying with such instructions the Data Processor shall, unless such legal requirement prohibits it from doing so, inform the other party of the relevant legal requirement before carrying out the relevant processing activities;
 - 10.4.2. at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of its staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. The Data Processor shall, save where prohibited by law and as soon as reasonably practical, notify the other party of any legal obligation which requires the Data Processor to disclose the Personal Data to a third party;
 - 10.4.3. not transfer the Personal Data outside of the European Economic Area (as such term is commonly understood) or to any third party without the other party's written consent;
 - 10.4.4. send to the other party any communications received from individuals in relation to their Personal Data as soon as reasonably practicable. The Data Processor shall provide reasonable co-operation to the other party in relation to any individuals exercising their rights under the Data Protection Legislation;
 - 10.4.5. give the other party reasonable assistance in relation to its compliance with Data Protection Legislation;
 - 10.4.6. take reasonable steps to ensure the confidentiality, integrity, availability and resilience of processing systems and services associated with the processing of Personal Data;
 - 10.4.7. co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement (including any such facilities, premises or equipment used by staff and / or sub-contractors) as the other party may reasonably require enabling it to monitor compliance by the Data Processor with the obligations in this Agreement;
 - 10.4.8. notify the other party without undue delay and assist the other party with any investigation into and remediation of a Personal Data Breach. The Data Processor shall also provide the other party with reasonable assistance with any notifications made to relevant authorities and / or individuals in relation to a Personal Data Breach;
 - 10.4.9. not subcontract any of its obligations under this Agreement regarding the processing of Personal Data to a third party (a "Sub-Processor") without the prior written consent of the other party. The Data Processor shall be liable for the acts and omissions of the Sub-Processor as if they were the acts or omissions of the Data Processor itself and the Data Processor shall ensure that there is a written contract executed between the Data Processor and the Sub-Processor that contains equivalent protections for the Personal Data as are set out in this Agreement;
 - 10.4.10. immediately cease processing the Personal Data and immediately supply any Personal Data to the other party or delete the Personal Data in accordance with the other party's instructions; and
 - 10.4.11. submit to audits and inspections carried out directly upon it by a supervisory authority or the Data Controller (no more often than once every twelve (12) months or as the Data Controller reasonably believes necessary, based on evidence and providing such evidence in notification to the Processor), and co-operate in any audits and inspections carried out upon the Data Controller; and

- 10.4.12. inform the Data Controller immediately of any requests made of it that would involve infringing Data Protection Legislation.
- 10.5. The Processor shall maintain and keep up to date records detailing the location of all Controller data (including Personal Data) together with details of any third parties with whom the Processor has shared any Controller data.
- 10.6. Nothing in this agreement relieves a Data Processor of its own direct obligations under Data Protection Legislation and Data Processor's should be aware of the following additional obligations:
 - 10.6.1. To co-operate with supervisory authorities as reasonably required;
 - 10.6.2. To keep records of its own processing activities;
 - 10.6.3. To employ a Data Protection Officer (if applicable)
- 10.7. The schedule of processing activities is detailed in Schedule 1.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 11.2.
- 11.2. Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. LIMITATION OF LIABILITY

- 12.1. Nothing in this agreement shall limit or exclude the Supplier's liability for
 - 12.1.1. death or personal injury caused by its negligence;
 - 12.1.2. fraud or fraudulent misrepresentation; or
 - 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 12.2. Subject to Clause 12.1, either party shall not be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - 12.2.1. loss of profits;
 - 12.2.2. loss of sales or business;
 - 12.2.3. loss of agreements or contracts;
 - 12.2.4. loss of anticipated savings;
 - 12.2.5. loss of or damage to goodwill;
 - 12.2.6. loss of use or corruption of software, data or information; and
 - 12.2.7. any indirect or consequential loss.
- 12.3. Subject to Clause 12.1, either parties total liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the greater of £1,000,000 and seventy five per cent (75%) of the average annual charges (calculated by reference to the charges in successive 12-month periods from the date of this agreement) paid by the Customer under this agreement.
- 12.4. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13. TERMINATION

- 13.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 13.1.1. the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 13.1.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 13.1.3. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 13.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 13.1.7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.1.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 13.1.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 13.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1.3 to Clause 13.1.9 (inclusive); or

13.1.11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.1.12. For any reason providing 30 days written notice of termination, no refund of any fees will be made if terminated by the Customer.

13.2. For the purposes of Clause 13.1.1 **material breach** means a breach (including an anticipatory breach) that is so serious in the widest sense of having a significant effect on the benefit which the terminating party would otherwise derive from a substantial proportion of this agreement but for the breach.

13.3. Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

13.3.1. the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment; or

13.3.2. there is a change of control of the Customer.

13.4. On termination or expiry of this agreement:

13.4.1. all existing Statements at Work, Timebanks and Support Services shall terminate automatically;

13.4.2. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

13.4.3. the Customer shall, within 30 days, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping;

13.4.4. the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works; and

13.4.5. the following clauses shall continue in force: Clause 1 (Interpretation), Clause 6 (Non-solicitation), Clause 8 (Intellectual property rights), Clause 11 (Confidentiality), Clause 12 (Limitation of liability), Clause 13.4 (Consequences of termination), Clause 16 (Waiver), Clause 18 (Severance), Clause 19.3 (Conflict), Clause 24 (Dispute resolution), Clause 25 (Governing law) and Clause 26 (Jurisdiction).

13.5. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. FORCE MAJEURE

14.1. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is:

14.1.1. beyond the reasonable control of a party;

14.1.2. materially affects the performance of any of its obligations under this agreement; and

14.1.3. could not reasonably have been foreseen or provided against.

15. VARIATION

15.1. Subject to Clause 3.4, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

16.1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

16.2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

17.1. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

18.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

19.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent (but not negligent) misrepresentation based on any statement in this agreement.

20. NO PARTNERSHIP OR AGENCY

20.1.Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2.Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. THIRD PARTY RIGHTS

21.1.No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

22. NOTICES

22.1.Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

22.1.1.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

22.1.2.sent by email to the addresses specified in the latest dated Statement of Works.

22.2.Any notice shall be deemed to have been received if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and if sent by email, at 9.00 am on the next Business Day after transmission.

22.3.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.

23. COUNTERPARTS

23.1.This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2.Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.3.No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. DISPUTE RESOLUTION

24.1.If a dispute arises out of or in connection with this agreement 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:

24.1.1.either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the signatory to this agreement for the Customer and the signatory to this agreement for the Supplier shall attempt in good faith to resolve the Dispute;

24.1.2.if the signatory to this agreement of the Customer and/or the signatory of the Supplier are for any reason unavailable or unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the CEO of the Customer and CEO of the Supplier who shall attempt in good faith to resolve it; and

24.1.3.if the CEO of the Customer and CEO of the Supplier are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

24.2.Neither party may commence any court proceedings under this Clause 24 in relation to the whole or part of the Dispute until 45 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

24.3.If the Dispute is not resolved within 45 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 45 days, or the mediation terminates before the expiration of the said period of 45 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause this Clause 24.

25. GOVERNING LAW

25.1.This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England .and Wales.

26. JURISDICTION

26.1.Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

In witness whereof the parties have executed this Agreement comprising the conditions and the Schedules attached hereto.

Signed for and on behalf of Supplier:	QGate Software Ltd
Signature	
Print name	
Job Title	
Date	
Signed for and on behalf of Customer:	Sample Company
Signature	
Print name	
Job Title	
Date	

Schedule 1

Schedule of Data Processing Activities

Data controller (Customer)	Sample Company
Account reference	PRO00001
Personal data under the control of the Customer which will or may be processed as a result of the undertaking by the Supplier <i>Customer to enter details here -></i>	Details:
Is any of the Personal Data 'sensitive' for the purposes of GDPR, and/or are any of the data subjects children? <i>Customer to confirm and enter details as appropriate here -></i>	Yes No Details:
Data processor (Supplier)	Sample Company
Services provided	Support Services, Applicable Works
Dates of delivery of the Services (subject to renewal based on the terms of the agreement)	Throughout the term of this agreement
Data processing activities required/anticipated to be undertaken by Supplier on the Personal Data to deliver the Services (Processing Activities)	Development and testing of the Software as detailed in a Statement of Work
For what purpose are the Processing Activities undertaken?	The Processing Activities are required to enable the delivery by the Supplier of the Services; it would not be possible for the Customer to enjoy the benefit of the Services if the Processed Personal Data was not (or could not be) processed in this manner
In which countries are the Processing Activities undertaken by the Supplier?	Inside the European Economic Area (EEA), primarily in the United Kingdom
In the delivery of the Services, any of the following third parties may undertake any of the Processing Activities?	<ul style="list-style-type: none"> • Microsoft • Infor • Qlik

Schedule 2

Customer Reference Charges and Available Services

Reference Charges for Services

The following services may be included, in any proportion, within a Statement of Work (SOW), associated charges based on the standard rates below

Service	Standard Hourly Rate
Development	£120
Installation	£120
Problem Determination	£120
Consultancy	£125
Training	£140
Project Management	£125

Hours worked between 18.00 on a Friday to 09.00 on a Monday or similar prior or after a public holiday are charged at double the above rates

Timebank

Minimum purchase is 15 hours, to be pre-paid prior to usage at a flat rate of £120 per hour.

Usage will be delivered in units of 15 minute periods, with a minimum of 30 minutes on any individual service deliverable.

The Customer may purchase additional Timebank hours at any point during the term of the agreement.

Timebank hours will expire after 24 months from date of order if not used and any unused time will not be refunded.

Travel, Accommodation and Subsistence

Reasonable travel, accommodation and subsistence expenses shall be recharged as agreed prior to any charges being submitted.

Mileage will be charged at prevailing HMRC rate

Public transport will be used where possible and booked in advance using standard class tickets to keep related charges to the minimum.

Accommodation costs will not exceed:

- General Location £95 per night
- Central London £135 per night
- International location £135 per night

If the Customer has its own travel department or special local arrangements for accommodation etc. it can arrange for the required travel and/or accommodation for the QGate personnel and arrange direct payment.

Where on site attendance by QGate staff is required and travel is greater than 150 miles from central London or the Fareham office QGate retains the right to charge travel time. Any such charge will require prior authorisation from the Customer.

Support

Definitions of available Support Types

Type 1 - Base Product

This service offers the Customer the ability to raise tickets with the Supplier's Technical Service Team on the Vendor provided standard, non-customised elements of the product. If the Customer has not purchased this service, they will be redirected to the applicable Vendor

Type 2 - Application

This service offers the Customer the ability to raise tickets with the Supplier's Technical Service Team on the Application. This service includes support for Customisations where the Supplier has carried out those Customisations or the Customer has followed the Vendor guidelines and best practices for Customisation

Type 3 - Administrator

This service provides those Customers who do not have the internal resources available to carry out System Administration with a resource, whereby QGate will take on this role. It is a requirement that the Customer appoints one or more Super Users, through which the Supplier will liaise with as required to carry out certain System Administration tasks.

Type 4 - Development

This service offers the Customer the ability to raise tickets on Development carried out by QGate within the Application. It will also provide the services required to maintain compatibility of the Development with New Versions and Product Updates. This does not include migration from one technology to another e.g. Windows client to Browser client etc. or migration from one platform to another e.g. On premise to Hosted/Online.

To obtain the requisite support level, one or more Support Service Type(s) may be required. Where the Customer may only have an occasional requirement for a Support Service Type, a Timebank can be used. However, one or more paid for Support Types services must be in place as a prerequisite of implementing a Timebank.

Detailed Comparison of Support Types

Support Service Type	Base Product	Application	Administrator	Development
Summary Description and Context	Support for the CRM Vendor base product(s)	Customisation break/fix. Problem determination assistance	Providing CRM Admin: User, Security Management, Config etc	Support for Custom Developments
Pre-Requisites: Support Type	Vendor Software Assurance or Maintenance	Base Product or Vendor provided product support	Base Product or Vendor provided product support	Application Service
Customer Resource(s) Required	At least 1 CRM Administrator	At least 1 CRM Administrator	At least 1 CRM Super User	
Support Service Included				
Unlimited Break/fix Incidents within context	Yes	Yes	N/A	
Web Incident Submission	Yes	Yes	Yes	
Phone Support	Yes	Yes	Yes	
Remote Support (if allowed)	Yes	Yes	Yes	
QGate Knowledgebase	Yes	Yes	Yes	
Management of	Yes			

Support Service Type	Base Product	Application	Administrator	Development
escalation to Vendor				
Monthly Support reports	Yes	Yes	Yes	
Account Manager	Yes	Yes	Yes	
"General How To" assistance within context	Yes	Yes	N/A	
Minor Config/Customisations	Timebank	Timebank	Timebank	
Dashboards/Reports	How To	How To	Yes	
Hot Fix Apply			Yes	
Integration(s) – As listed in Schedule 5a/4B				Yes
Upgrade Compatible (EXCLUDES Migration)				Yes
Code/Scripting/bespoke modules				Yes
3 rd Party Solutions as list in Schedule 5a/4B		Yes		
Ad hoc remote training	Via Timebank	Via Timebank	Via Timebank	Via Timebank

Annually Billed Support Services

- Support Services provided on an annual basis are generally specific to Infor CRM and Qlik products and some third-party vendors. The initial term of any Support Service shall be the period from the Commencement Date to the Renewal Date detailed in Schedule 5a - Annually Billed Support Services. After the initial term, each Support Service shall automatically renew for successive 12 month periods unless either party provides written notice to the other of its intent to renew at least 90 days prior to the Renewal Date. The Supplier shall provide notice of each forthcoming renewal 120 days prior to the Renewal Date. Such renewal to be agreed in writing between the parties.
- Infor terms include an annual price review. Any such annual review will be capped at 4%.
- Some vendor terms include a reinstatement fee, should the maintenance not be paid ahead of the maintenance renewal date. This fee will be passed on to the Customer should the situation arise.
- Charges will be based on a percentage of the total licence of each product in question. The percentage may vary across each product and the Type of Service to be provided. The customer will receive a Schedule 5a detailing the costs for each product to be supported.
- Charges may include Software Assurance or similar vendor Maintenance payments

Rolling Monthly Support Services

- Support Services provided on a rolling monthly basis are generally specific to Microsoft Dynamics 365/CRM Online. The initial term of any Rolling Monthly Support Service shall be the period from the Commencement Date to the next Billing Date detailed in the Schedule 5b. After the initial term, the Support Service shall automatically renew for successive calendar month periods unless either party provides written notice to the other of its intent not to renew at least 30 days prior to the next billing date.
- Charges will be on a per user per month for each Service Type to be provided. The customer will receive a Schedule 5b detailing the costs for each product to be supported.
- Charges may include Software Assurance or similar vendor Maintenance payments.

Support Service Type	Base Product	Application	Administrator	Development
Dynamics 365 – Non-Team Users Per User per Month (Users 1-100)	£4.75	£4.75	£4.75	
Dynamics 365 – Non-Team Users Per User per Month (Users 101 and above)	£2.50	£2.50	£2.50	
Dynamics 365 – Team Users Per 5 Users per Month (Users 1-100)	£4.75	£4.75	£4.75	
Dynamics 365 – Team Users Per 5 Users per Month (Users 101 and above)	£2.50	£2.50	£2.50	
				20% of Total Development cost ÷ 12 (Per Month charge)

Schedule 3

Templates Examples for Statement of Works and Change Orders

QGate Software Ltd

Template: Statement of Work

Insert: Project Name, SOW reference Number

Prepared for:
Sample Company

Customer/MSA Number
PRO00001

Prepared by:
[Author]

Date:
<<SOW date>>

SOW Status:
<<Draft/Accepted>>

This Statement of Work (SOW), dated as of the date above, is entered into and made a part of the Master Services Agreement (the "Agreement") <<MSS Agreement Number>> between QGate Software Ltd (Supplier) and <<Customer>> (Customer). Upon mutual execution, QGate Software Ltd shall perform the Works described in this SOW.

1. General Conditions
 - 1.1. Responsibilities
 - 1.2. Management
 - 1.3. Approach
 - 1.4. Timeline
 - 1.5. Acceptance process
 - 1.6. Change Management process
 - 1.7. SOW Completion
 - 1.8. Costs, Payment Schedule including Expenses

2. The Works
 - 2.1. Assumptions
 - 2.2. Objectives
 - 2.3. Areas within Scope
 - 2.4. Areas not within Scope
 - 2.5. Deliverables
 - 2.6. Phases

3. Statement Of Works Charges

ACCEPTANCE

Signed for and on behalf of Customer:	
Signature:	
Print name:	
Job Title:	
Date:	

Template: Change Order

QGate Software Ltd

Template: Change Order

Insert: Project Name, Project reference and Change Number

Prepared for:
Sample Company

Customer/MSA Number
PRO00001

Statement of Work Number
PROXXXX

Prepared by:
[Author]

Date:
<<SOW date>>

SOW Status:
<<Draft/Accepted>>

This Change Order (CO) dated as of the date above, is entered into and made a part of the Statement of Works between QGate Software Ltd (Supplier) and <<Customer>> (Customer) dated <<SOW sign date>>. Upon mutual execution, QGate Software Ltd shall perform the Works described in the SOW with the changes detailed herein.

- 1. Impact
 - 1.1. To Timeline
 - 1.2. To Deliverables
 - 1.3. To Costs, Payment Schedule and Expenses.

ACCEPTANCE

Signed for and on behalf of Customer:	Sample Company
Signature:	
Print name:	
Job Title:	
Date:	

Schedule 4

Timebank Agreement

Company Name
Sample Company

Customer/MSA Number
PRO00001

COMMENCEMENT DATE
DD MMM YYYY

STANDARD DELIVERY HOURS
Monday to Friday 09:00 to 17:30, excluding Public Holidays
Additional cover available by special arrangement

DELIVERY CONTACT(S)
Nominated person designated as point of contact

QUANTITY PURCHASED

Quantity Hrs	Rate	Cost

ACCEPTANCE

Signed for and on behalf of Customer:	Sample Company
Signature:	
Print name:	
Job Title:	
Date:	

Schedule 5a

Annually Billed Support Services

Company Name
Sample Company

Customer/MSA Number
PRO00001

TERM DATES

Commencement Date: DD MMM YYYY
Renewal Date: DD MMM YYYY

STANDARD COVER HOURS

Monday to Friday 09:00 to 17:30, excluding Public Holidays
Additional cover available by special arrangement

SUPPORT CONTACT(S)

Contact Name	Email	Direct line

SUPPORT TYPES AND QUANTITIES

Software supported	Qty	Service Type	Rate	Cost

ACCEPTANCE

Signed for and on behalf of Customer:	Sample Company
Signature:	
Print name:	
Job Title:	
Date:	

Schedule 5b

Template – Monthly Billed Support Services

Company Name
Sample Company

Customer/MSA Number
PRO00001

TERM DATES

Commencement Date: dd MMM YYYY
Initial Billing Date: dd MMM YYYY

STANDARD COVER HOURS

Monday to Friday 09:00 to 17:30, excluding Public Holidays
Additional cover available by special arrangement

SUPPORT CONTACT(S)

Contact Name	Email	Direct line

SUPPORT TYPES AND QUANTITIES

Software supported	Qty	Support Type	Rate	Cost

ACCEPTANCE

Signed for and on behalf of Customer:	Sample Company
Signature	
Print name	
Job Title	
Date	