

Master Agreement

Parties

1. **Xpedition Limited**, a limited company incorporated under English law with registered number 02376241 whose registered address is at 46 Worship Street, London, EC2A 2EA (**the "Company"**)
2. **«CompanyName»**, of «ADDRESS_2», «ADDRESS_3», «ADDRESS_4», «ADDRESS_5», «ADDRESS_6», (**the "Customer"**)

Effective Date:	xx/xx/xx
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This Agreement includes (exhaustively) this front page, the General Terms, the following sets of additional terms as indicated (which shall be referred to in this Agreement as "Licence Terms", "Managed Service Terms", "Consultancy Terms" and "Cloud Service Terms"), and any other separate document referred to in this Agreement as forming part of it.

Terms	Included (Yes/No)
Licence Terms	Yes
Managed Service Terms	Yes
Consultancy Terms	Yes
Cloud Service Terms	Yes

Schedules	Included Yes/No)
Cloud Service Subscription Schedule	Yes
Software Schedule	Yes
Managed Services Schedule	Yes
Incident Service Level Description	Yes
Service Request Service Level Description	Yes
Nominated Managed Service Contacts Schedule	Yes
Fee Rate Schedule	Yes
Authorised Cloud Service Purchasers Schedule	Yes

The parties agree to the terms of this Agreement.

AUTHORISED SIGNATORIES:

The Company: Xpedition Limited
Signature:
Name:
Title:
Date:

AND

The Customer: <<CompanyName>>
Signature:
Name:
Title:
Date:

General Terms

1. How this Agreement operates

1.1 Before the Company supplies any such Software and/or Services, the Company and the Customer will in each case first agree:

- (a) a Cloud Service Subscription Schedule (in the case of Cloud Services);
- (b) a Managed Services Schedule (in the case of Managed Services)
- (c) a Software Schedule (in the case of Software);
- (d) and/or a Statement of Work (in the case of Consultancy Services).

1.2 Other documents and materials will only be incorporated into a Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule or a Statement of Work if expressly and unambiguously identified and incorporated into them.

1.3 If a Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule or Statement of Work conflicts with the provisions of this Agreement then the provisions of that Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule or Statement of Work will take precedence in relation to its subject matter.

1.4 Each Software Schedule, Cloud Service Subscription, Managed Services Schedule and Statement of Work will form an offer by the Customer and if accepted by the Company will form a separate contract (a "**Contract**") between the Customer and the Company on the terms contained in it and in this Agreement (other than clause 13.1, which shall not apply to the Contract) and in which references to "this Agreement" will be construed as references to "this Contract". Each Contract shall be separately terminable by either party in accordance with the terms set out in this Agreement. No Contract shall come into effect until the Company has given written notice of acceptance to the Customer. The Company will not be liable to provide any Software, Managed Services or Consultancy Services unless and until a Software Schedule, a Cloud Service Subscription Schedule, Managed Services Schedule or a Statement of Work (respectively) has been agreed and signed by or on behalf of both the Company and the Customer in relation to the Software or Services concerned.

2. Entire agreement

2.1 This Agreement constitutes the entire and only agreement and understanding of the parties relating to the subject matter of this Agreement. This Agreement supersedes any previous agreement or understanding between the parties relating to its subject matter.

2.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding or commitment of any person

(whether party to this Agreement or not) other than as expressly set out in this Agreement.

2.3 The only remedy available to either party for breach of warranties shall be for breach of contract under the terms of this Agreement.

3. Variations

3.1 Variations to this Agreement shall not be effective unless they are in writing and signed on behalf of both parties.

4. Delay and force majeure

4.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including any delay caused by any act or default of the other party).

5. Assignment and sub-licensing

5.1 The Company may assign any of its rights or obligations arising under this Agreement and may sub-contract any of its obligations under this Agreement.

5.2 The Customer may not without the prior written consent of the Company assign or otherwise transfer the benefit of this Agreement or any rights under it (including any licence).

5.3 The Customer may not sub-license any rights granted to it under this Agreement without the prior written consent of the Company.

6. Title and risk

6.1 Title to Software shall not pass to the Customer but will remain with the Company or any relevant third party licensor. Software will be licensed as set out in this Agreement. Other than as expressly stated in this Agreement, this Agreement does not operate to grant, or impose on the Company any obligation to grant in future, any right or license under or in relation to any Intellectual Property Rights of the Company.

6.2 Title to Deliverables will be dealt with as follows:
(a) Deliverables that are Software will fall within clause 6.1;
(b) in relation to any other Deliverables, will remain with the Company or any relevant third party licensor.

6.3 Risk of loss or damage to any Products or Deliverables shall pass to the Customer on delivery.

7. Payment and charges

7.1 The Customer shall pay to the Company such charges as are set out in the Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule, Statement of Work or otherwise provided for by this Agreement. Charges are exclusive of any travel, accommodation, materials or other expenses incurred by the Company in carrying out its obligations under this Agreement, which shall be invoiced by the Company and paid by the Customer.

- 7.2 All charges referred to in this Agreement are exclusive of VAT and the Customer shall be responsible for paying to the Company all applicable VAT and any other similar taxes imposed on charges for services or supplies made by the Company under this Agreement.
- 7.3 The Customer shall be responsible for the payment of any taxes imposed by any governmental taxing authority on the amounts the Customer is liable to pay to the Company under this Agreement, including, but not limited to, withholding taxes of whatever nature ("**Withholding Taxes**"). The Customer agrees promptly to pay any Withholding Taxes and obtain and deliver to the Company proof of payment of such Withholding Taxes together with official evidence thereof issued by the governmental authority concerned, sufficient to enable the Company to support a claim for a tax credit in respect of any sum so withheld. If the Company is unable to obtain such tax credit due to the Customer's failure to comply with the above provision, then the Customer agrees to pay to the Company a sum equal to the amount of the tax credit not able to be claimed by the Company.
- 7.4 The Company may invoice for all sums payable under this Agreement as they become due and each such invoice for Cloud Service Subscriptions shall be paid by the Customer within 7 days of the date of the invoice and within 30 days for all other Services, unless earlier payment terms have been agreed.
- 7.5 The Company may charge interest on all sums outstanding beyond the date on which they are due for payment under this Agreement from the date payment was due until the date of payment (and before as well as after judgment). Such interest shall accrue and be calculated on a daily basis, at a rate of 4% per annum above the base rate from time to time of National Westminster Bank plc.
- 7.6 The Customer shall indemnify the Company against all legal and other fees and expenses incurred by the Company in relation to the collection of any overdue accounts under this Agreement.
- 7.7 All payments to be made by the Customer under this Agreement shall be made without any deduction or set-off.
- 7.8 If a Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule or Statement of Work says that the Company is to charge for anything on a time and materials basis, then the Company will charge for the actual time spent in providing services to the Customer at the rates specified (as updated from time to time in accordance with this Agreement) or, if the Software Schedule, Cloud Service Subscription Schedule, Managed Services Schedule or Statement of Work does not specify the rates, at the Company's then current standard rates. Charges on this basis will be due at the end of every month for everything done by the Company or on the Company's behalf during that month, unless otherwise agreed in writing.
- 7.9 Where work is carried out on a time and materials basis, the minimum period of time that will be charged is a half day (being four hours), irrespective of the actual time spent.
- 8. Warranties**
- 8.1 The Company warrants that:
- (a) the Customer shall have the right to possess, and use, the Products (except Third Party Software) and Deliverables in accordance with the terms of this Agreement and that possession and use shall not be disturbed by a third party except to the extent set out in this Agreement;
 - (b) it shall use reasonable efforts to ensure that all Products (except Third Party Software) and Deliverables supplied by it are, at the date of delivery, virus free;
 - (c) Services will be supplied by the Company:
 - (i) with reasonable skill and care; and
 - (ii) by means of appropriately qualified and skilled personnel; and
- Warranties in respect of Third Party Software are contained in the Third Party Software Licence applicable to that Third Party Software and not in this clause 8. Warranties in relation to Cloud Service Subscriptions are contained in the Microsoft Customer Agreement.
- 8.2 Save as expressly set out in this Agreement, no conditions, warranties, representations or other terms (whether express or implied or arising through trade usage or custom) apply to anything supplied under or in relation to this Agreement by the Company (including Products, Deliverables and Services) and in particular no condition, warranty, representation or other term shall apply to the effect that:
- (a) Products or Deliverables are or will:
 - (i) be of satisfactory quality;
 - (ii) conform to any particular description other than any contained in the Software Schedule or otherwise expressly referred to in this Agreement;
 - (iii) be error free;
 - (iv) work in combination with other software, cloud services or hardware;
 - (v) be fit for any particular purpose (whether made known to the Company or not);

- (vi) operate to any particular standards of performance; or
 - (b) Services will result in Products or Deliverables functioning as if such warranty, representation or other term had been made.
- 8.3 If any warranties or other obligations entered into by the Company under this Agreement are breached or not performed (or alleged to be breached or not performed), the Customer must tell the Company as soon as possible. Before the Customer is allowed to do anything else about it, the Customer must give the Company a reasonable time to fix the problem and (if necessary) to supply the Customer with a repaired or corrected version of any relevant Products or Deliverables or re-perform any relevant Services. This will be done without any additional charge to the Customer. If the Company is unable to do this within a reasonable time or the Company does not think that it is a sensible way to deal with the problem, then the Company may if it wishes elect, as applicable:
- (a) to take back any relevant Products or Deliverables and to refund to the Customer all of the money which the Customer has paid to the Company under this Agreement in relation to those Products or Deliverables; and/or
 - (b) to refund to the Customer all of the money which the Customer has paid to the Company under this Agreement in relation to any relevant Services.
- If the Company does this, then subject to clause 8.1, this will be the Customer's exclusive remedy in relation to breach of the warranties or non-performance of the obligations concerned and the Company will not have any other liability in relation to them.
- 9. Exclusions and limitations**
- THIS IS AN IMPORTANT CLAUSE AND THE ATTENTION OF THE CUSTOMER IS DRAWN TO ITS TERMS.**
- 9.1 The liability of each party:
- (a) for death or personal injury resulting from the negligence of the Company or that of its employees or agents;
 - (b) under Part I of the Consumer Protection Act 1987;
 - (c) for breach of any condition as to title or quiet enjoyment implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) fraud or fraudulent misrepresentation; is not excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.
- 9.2 Subject to clause 9.1, even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer or a third party incurring the same, the Company excludes and accepts no liability for any:
- (a) loss of profits;
 - (b) loss of sales or revenue;
 - (c) loss of turnover;
 - (d) loss of goodwill
 - (e) loss of bargain;
 - (f) loss of opportunity;
 - (g) loss of use of computer equipment, software, cloud services or data or interruptions of business;
 - (h) loss of time on the part of management or other staff;
 - (i) indirect, consequential or special loss, however arising.
- 9.3 Subject to clauses 9.1, 9.2 and 9.4, the Company's aggregate liability arising from or in relation to this Agreement (whether in tort, for breach of contract, any claim for payment or otherwise) in respect of each event or connected series of events shall be limited to 120% of the total amount payable by the Customer to the Company under this Agreement in the six month period immediately preceding the month in which the event (or first in the series of connected events) occurred.
- 9.4 Subject to clauses 9.1 and 9.2, the Company's total aggregate liability arising from or in relation to this Agreement (whether in tort, for breach of contract, any claim for payment or otherwise) shall be limited to 120% of the total amount payable by the Customer to the Company under this Agreement.
- 9.5 If more than one event results in substantially the same loss or damage then all such events shall be treated as one.
- 9.6 The Company shall have no liability to the Customer in respect of any event of default unless the Customer shall have served valid notice of the same upon the Company within two years of the date that the cause of action accrued.
- 9.7 The Company shall not be liable for:
- (a) its failure to perform any of its obligations under this Agreement, if such failure is a result, directly or indirectly, of the inability (through no fault of the Company) of Customer's or a third party's equipment or software, to process or properly exchange accurate data with Products or Deliverables provided by the Company; or
 - (b) any breach of any term of this Agreement to the extent that the breach concerned results from a failure by the Customer to provide accurate information to the Company.
- 9.8 The Customer acknowledges that the limitations on liability set out in this clause are reasonable in all the circumstances and is also a recognition of the fact that it is not within the Company's control how and for what purpose(s) Products and the results of Services provided by the Company are used by the Customer.

10. Co-operation by the Customer

10.1 The Customer shall co-operate (and shall procure the co-operation of Customer's Staff) to a reasonable extent with the Company in order to assist the Company in performing its obligations under this Agreement. Such co-operation shall include:

- (a) allowing the Company reasonable access to the Customer's premises as required to enable the Company to carry out its obligations under this Agreement;
- (b) take all reasonable steps to ensure the health and safety of the Company's employees and contractors while they are at the Customer's premises;
- (c) promptly reporting to the Company any suspected defect or error in any products or services of which the Customer becomes aware (and confirming the details in writing);
- (d) promptly providing the Company with all necessary information, documents, support, access to subject matter experts and co-operation that may reasonably be required to enable the Company to carry out its obligations to the Customer under this Agreement;

10.2 The Customer shall allow the Company to check the use of products, and in connection with that purpose the Customer grants access to the Company in order to check that Software and Products are being used in accordance with this Agreement.

10.3 The Customer is responsible for ensuring that all:

- (a) permissions and consents; and
- (b) site preparation (including the preparation of a suitable operating environment),

necessary to allow delivery and (as applicable) installation of Products, Deliverables and Services have been obtained or has taken place by the date on which they are intended to be delivered under this Agreement.

10.4 The Company operates a Customer Advocacy Programme which sets out the different ways the Company and Customer can work together to create publicity that is beneficial to both parties. As part of a customer onboarding process, the Company's marketing team request permission to announce the relationship with the Customer in a short testimonial including the Customer's logo. This would adhere to all the Customer's brand guidelines and usage requirements. The Company will not publish anything without first providing a copy for the Customers review and sign-off.

11. Confidentiality

11.1 Each party shall keep confidential any confidential information disclosed to it by the other. This includes information that is marked as confidential or which, from its nature, content or circumstances in which it is provided, might reasonably be considered to be confidential.

Neither party shall disclose any such information to any third party except to:

- (a) anyone that this Agreement says the information may be disclosed to;
- (b) any officer, employee or member of staff who need the information in order to enable the party concerned to carry out any of its obligations, or exercise any of its rights, under this Agreement;
- (c) the extent that its disclosure is required by applicable law or regulation,

provided that each party shall be responsible for ensuring that any person to whom information is disclosed complies with any conditions of confidentiality applying to such information under this Agreement.

11.2 Nothing in clause 11.1 shall apply to any information:

- (a) which is (or which becomes) available to the public other than by breach of this Agreement or of any other duty owed to the disclosing party;
- (b) which the party receiving the information already possesses or which it originates independently in circumstances in which that party is free to disclose it.

11.3 The obligations of this clause shall survive termination of this Agreement for a period of two years after such termination.

11.4 Subject to its confidentiality obligations above, nothing in this Agreement will prevent the Company from using or re-using in any way it deems fit any know-how, techniques, methods or general business or technical knowledge used, acquired or developed by it in the course of performing its obligations and exercising its rights under this Agreement.

12. Data protection

12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller, and the Company is a Data Processor (where Data Controller and Data Processor have the meanings set out in the Data Protection Legislation). Statements of Work will set out the scope, nature and purpose of processing by the Company, the duration of the processing, and the types of personal data and categories of data subject made known to it by the Customer.

12.2 The Customer will ensure that it has all necessary consents and notices, or rights in place to enable the lawful transfer of the personal data to the Company for the duration and purposes of the Agreement.

12.3 Each party undertakes that, in respect of all personal data (as defined in the Data Protection Legislation) provided or disclosed to it by the other party, it has appropriate technical and organisational measures in place against unauthorised or unlawful processing of such personal data and against accidental loss or

- destruction of, or damage to, such personal data held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to personal data processed in connection with this Agreement.
- 12.4 The Company operates a security policy whereby it will only accept Customer data files through an upload to a secure customer-specific location within the Company's SharePoint Online tenant in the Microsoft cloud.
- 12.5 A party to whom personal data is provided or disclosed by the other party:
- (a) will only process that personal data in accordance with the instructions of that other party; and
 - (b) will not do anything with any of the personal data (including processing it) other than in accordance with instructions given by the other party.
 - (c) will not transfer any personal data outside the European Economic Area unless the prior written consent of the other party has been obtained.
 - (d) will delete or return all personal data provided by the other party as requested by them at the end of the Agreement.
- 12.6 Where the Customer enters into a Cloud Subscription arrangement under the Company's Cloud Subscription Terms, the Data protection relationship of the Customer and the Cloud Subscription service provider in respect of any stored Customer personal data will be set out by the provider of the Cloud Subscription service and not these terms.
- 12.7 Any access by the Company to the Customer's personal data as defined in the Data Protection Legislation) stored under a Cloud Subscription, shall be subject to these terms and the obligations under the Data Protection Legislation.
- 13. Termination and suspension**
- 13.1 This Agreement shall come into effect on the Effective Date and unless terminated earlier in accordance with its terms shall remain in force. Termination of this Agreement shall not of itself terminate any Contracts.
- 13.2 Either party may terminate this Agreement by notice to the other in the event that the other:
- (a) is in material breach of this Agreement where the breach is incapable of remedy; or
 - (b) is in material breach of this Agreement where the breach is capable of remedy but the other has failed to remedy the breach within 30 Working Days of receiving notice asking for it to be remedied.
- A material breach shall include breach by the Customer of its payment obligations.
- 13.3 Without prejudice to clause 13.2, the Company may terminate this Agreement in the event that
- the Customer is in persistent breach of the obligations to pay amounts due and payable under this Agreement and has failed to remedy such breach within 20 Working Days of receiving notice asking for the breach to be remedied.
- 13.4 The Company may immediately and without notice to the Customer terminate this Agreement:
- (a) if the Customer ceases or threatens to cease to carry on business or is deemed to be unable to pay its debts within the meaning of any of the paragraphs (a) to (e) of section 123(1) or section 123(2) of the Insolvency Act 1986;
 - (b) if any distress or execution is made on any of the Customer's property or assets;
 - (c) if the Customer makes or offers to make any arrangement with creditors;
 - (d) if any resolution or petition to wind up the Customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the Customer's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator;
 - (e) if, where the Customer is an individual, the Customer dies or becomes bankrupt;
 - (f) if the Customer is subject to an event analogous to any of the above in any jurisdiction in which it is incorporated, resident, carries on business or has assets.
- 13.5 In the event of breach by the Customer of any of its obligations under this Agreement, or any obligations as to payment in respect of any other agreement with the Company then, in addition to any other rights which the Company may have, the Company may immediately and without notice suspend performance of its obligations under this Agreement until the Customer's obligations have been fully and properly performed.
- 13.6 The rights of termination in this clause 13 are without prejudice to any other rights which the Company may have whether under this Agreement or otherwise.
- 13.7 Termination or expiry of this Agreement will not affect any accrued rights or liabilities which either the Company or the Customer may have under this Agreement by the time termination takes effect.
- 13.8 On termination or expiry of each Contract:
- (a) all unpaid charges and expenses in relation to that Contract shall become immediately due and payable by the Customer;
 - (b) any licenses or rights granted by the Company to the Customer in relation to that Contract shall terminate; and

- 13.9 the Customer shall, within 20 Working Days, deliver to the Company anything provided by the Company under the Contract (and all copies of any such items or material) in the Customer's possession or control and to which title has not passed to the Customer. Termination of a Contract shall not of itself terminate any other Contract.
- 13.10 Clauses 8.2, 8.3, 9, 13, 14, 17, 20, 22 and 23 shall continue in full force and effect notwithstanding the termination or expiry of this Agreement.
- 13.11 In the case of Cloud Service Subscriptions, if the Company's relationship with a third party licensor ends, the Customer agrees to:
- (a) comply with any directions and requirements of the third party licensor and any reasonable directions and requirements they make in other applicable agreements with respect to the Cloud Service; and
 - (b) where the licensor agrees to assume ongoing support, provide reasonable assistance as may be required to assign, novate etc. (as applicable) the Company's support obligations in respect of the applicable licensor.
- 14. Waiver of remedies**
- 14.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach.
- 14.2 The rights and remedies set out in this Agreement are cumulative to, and not exclusive of, any rights or remedies available at law.
- 15. Time**
- 15.1 Time for performance of the Company's obligations is not of the essence.
- 16. Unenforceable clauses**
- 16.1 In the event of any provision of this Agreement being held for any reason to be void, voidable or unenforceable this shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole.
- 17. Notices and consents**
- 17.1 All notices, agreements and consents under this Agreement to a party shall be in writing and shall be sent to the address of that party set out in this Agreement or to such other address as either party shall notify to the other in accordance with this clause. Any letter may be delivered by hand or first class pre-paid post and shall be deemed to be delivered if sent by hand when delivered and if by first class post 48 hours after posting.
- 18. No partnership etc.**
- 18.1 Nothing in this Agreement shall create a partnership or joint venture between the parties or give the rights of a partner or joint venturer to

either party. The parties are independent contractors.

19. No exclusivity

- 19.1 This Agreement is not an exclusive arrangement and nothing within it will operate to prevent the Company from engaging in providing software or services to any third parties. For the avoidance of doubt, nothing in this Agreement shall oblige the Company to enter into any Contracts with the Customer.

20. Rights of third parties

- 20.1 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

21. Non-solicitation

- 21.1 During the term of this Agreement and for a period of 6 months from (a) its expiry or termination or (b) if later, the last day of provision of the relevant Services, the Customer will not directly or indirectly solicit the employment of or engagement of Services by any person employed by or acting on behalf of the Company in relation to the Services. If the Customer is in breach of this condition then, in recognition that the Company will suffer substantial damage, the Customer will pay the Company by way of liquidated damages and not by way of penalty a sum equal to the current annual salary of the employee concerned.

22. Escalation

- 22.1 The parties shall try to resolve any difference or dispute relating to this Agreement (a "**Dispute**") by good faith negotiation.
- 22.2 If any Dispute cannot be resolved amicably within 7 Working Days through ordinary negotiations by appropriate representatives of the Company and the Customer, the Dispute shall promptly be referred by each party to a responsible high level person within each party who will in good faith try to resolve the Dispute. If the Dispute has not been resolved in this way within 14 further Working Days, either party may refer the matter to mediation in accordance with the provisions of clause 22.3.
- 22.3 The parties shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (an "**ADR Notice**") to the other party to the dispute requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation will start not later than 10 Working Days after the date of the ADR Notice.
- 22.4 If the matter has not been resolved by mediation within 30 days of the initiation of such procedure, or if a party will not properly participate in the mediation procedure within 5 days of a request by the other party, the dispute shall be resolved in accordance with clause 23.2.

23. Governing law and jurisdiction

- 23.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.
- 23.2 Any dispute that arises between the parties concerning this Agreement shall, subject to clause 22, be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.
- 23.3 Clauses 22 and 23.2 shall be without prejudice to the right of either party to apply at any time to any court of competent jurisdiction for emergency or interim relief.

24. Definitions and interpretation

In this Agreement the following definitions shall apply:

- 24.1 **"ADR Notice"** is defined in clause 22.3
- 24.2 **"Annual Maintenance Costs"** means the annual charges applied by a software author for providing product updates.
- 24.3 **"Cloud Services"** means services provided under the Cloud Services terms.
- 24.4 **"Company Software"** means Software authored by the Company. Company Software does not include Third Party Software.
- 24.5 **"Company Staff"** means persons who are employed or sub-contracted by or agents of the Company.
- 24.6 **"Consultancy Services"** means the services (which may include general consultancy, computer systems analysis, programming, training, implementation and project management services) to be provided by the Company under a Statement of Work and more particularly described in a Project plan in, or associated with, that Statement of Work.
- 24.7 **"Data Protection Legislation"** means (i) unless and until the General Data Protection Regulation (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 24.8 **"Deliverables"** or **"Deliverable"** means any and all deliverable items (such as specifications, graphics, computer programs, data, reports and all other written materials and computer output) that are produced and/or supplied by the Company in the course of providing Consultancy Services.
- 24.9 **"Dispute"** is defined in clause 22.1.
- 24.10 **"Effective Date"** means the date of signature of this Agreement by the Customer.
- 24.11 **"Intellectual Property Rights"** or **"Intellectual Property"** means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; rights in know-how and other proprietary knowledge and information; internet domain names; rights protecting goodwill and

reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

- 24.12 **"Order"** means any order for product(s) or Services or licence for a product from the Company whether on the Company's prescribed form or otherwise.
- 24.13 **"Products"** or **"Product"** means Software (but not Deliverables except to the extent that they form part of the Software in accordance with the terms of this Agreement).
- 24.14 **"Project"** is defined in clause 1.2 of the Consultancy Terms.
- 24.15 **"Services"** means Managed Services and/or Consultancy Services (as the context permits).
- 24.16 **"Software"** means
 - (a) the software listed in a Software Schedule;
 - (b) any Deliverable that:
 - (i) is software;
 - (ii) is an adaptation of, or intended to add to or work with any of the software listed in a Software Schedule; and
 - (iii) is accepted by the Customer in accordance with agreed acceptance tests;
 - (c) any corrected version of any Supported Software Products supplied to the Customer under the Managed Service Terms; and
 - (d) any other software agreed between the parties from time to time,
- 24.17 all of which will be collectively referred to as the **"Software"**. It only refers to the machine operable versions and does not include source code of such computer programs.
- 24.18 **"Software Schedule"** means the document(s) agreed between the parties setting out details of the Software to be licensed by the Company to the Customer under this Agreement.
- 24.19 **"Specification"** means a written specification for the Products produced and agreed in accordance with this Agreement or otherwise agreed between the parties.
- 24.20 **"Statement of Work"** is defined in clause 1.1 of the Consultancy Terms.
- 24.21 **"Cloud Service Subscription Schedule"** means the document(s) agreed between the parties setting out details of the Cloud Service to be provided by the Company to the Customer under this Agreement.
- 24.22 **"Managed Services Schedule"** means the document(s) agreed between the parties setting out details of the Managed Services to be provided by the Company to the Customer under this Agreement.
- 24.23 **"Microsoft Customer Agreement"** the terms which are required for the Customer to agree and comply with before the Company can provide Cloud Subscription to the Customer.'

- 24.24 **"Managed Services"** means those services supplied to the Customer by the Company under a Managed Services Schedule.
- 24.25 **"Third Party Software"** means any software supplied by the Company to the Customer which is not produced specifically for the Customer and the Intellectual Property Rights in which are owned by a third party, and the use of which is either licensed directly to the Customer by the third party or sub-licensed to the Customer by the Company.
- 24.26 **"Third Party Software Licence"** means the licence agreement governing the use of Third Party Software, attached to the relevant Software Schedule.
- 24.27 **"User Manual"** means any manual in printed or electronic form designed and intended to assist end users of the Software in the use and operation of the Software.
- 24.28 **"Withholding Taxes"** are defined in clause 7.3.
- 24.29 **"Working Days"** means all days except Saturdays, Sundays and UK bank and public holidays.
- 24.30 **"Working Hours"** means 09:00 to 17:30 UK time on Working Days.
- 24.31 In this Agreement:
- (a) reference to persons shall include legal as well as natural persons and (where the context so admits) references to the singular shall include the plural and vice versa;
 - (b) reference to clause numbers and schedules shall be to those of this Agreement unless the contrary is stated;
 - (c) paragraph headings in this Agreement are for convenience only and shall not affect its interpretation;
 - (d) reference to "including" or "includes" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
 - (e) any Software supplied or licensed under this Agreement will not be treated as goods within the meaning of the Sale of Goods Act 1979;
 - (f) references in these General Terms to clauses are to clauses in these General Terms, unless expressly stated otherwise;
 - (g) references to **"this Agreement"** refer to this Agreement as amended or added to from time to time in accordance with its terms.

License Terms

These Licence Terms relate to the supply and licence of Software by the Company to the Customer. They apply in addition to the General Terms.

1. Third Party Software

1.1 Third Party Software that is described in the Software Schedule shall be licensed to the Customer on the terms of the relevant Third Party Software Licence and the Customer agrees to be bound by the terms of that Third Party Software Licence.

2. Company Software

2.1 Company Software shall be licensed to the Customer on the terms set out in clauses 3 to 9 of these Licence Terms.

3. Use of the Company Software

3.1 The Customer's licence to use the Company Software as set out in these Licence Terms is non-exclusive and the Company is allowed to grant similar rights to anyone else. The licensed rights continue for the period specified in clause 9.1 of these Licence Terms.

4. Supply of the Company Software

4.1 The Company will supply the Customer with the quantity of the Company Software listed in the Software Schedule (or such other number as is agreed between the parties from time to time).

4.2 Training on the Company Software is not included within the supply of the licence.

5. What the Customer is allowed to do with the Company Software

5.1 The Customer may use the Company Software upto the quantity defined the Software Schedule.

5.2 Except as expressly allowed otherwise by this Agreement, only the Customer is allowed to use the Company Software. Use by the Customer includes use by:

- (a) the Customer's employees;
- (b) any contract staff who are working for the Customer;
- (c) any other person working with the Customer and acting on the Customer's behalf,

provided that in each of these cases the person concerned is using the Company Software exclusively on behalf of the Customer and for the purposes of the Customer's business.

5.3 The Customer may only use the Company Software for the Customer's own internal business purposes and may not use the Company Software for or on behalf of any third party.

5.4 If the Customer outsources the provision or management of its IT services, it may allow its outsourcing contractor to use the Company Software subject to the following restrictions:

- (a) the Company's consent must be obtained first. This consent will not be

unreasonably withheld or delayed and will not be subject to unreasonable financial or other terms;

(b) there must be a contract in writing with the outsourcing contractor which restricts it from using the Company Software other than for the sole benefit of the Customer and in the course of providing services to the Customer;

(c) the Customer must notify the outsourcing contractor of the terms of this licence Agreement and the outsourcing contractor must agree with the Customer in writing to comply with them;

(d) all of the restrictions on use of the Company Software contained in this Agreement will continue to apply, with the exception that the outsourcing contractor will be entitled to use the Company Software in the same way as the Customer is entitled under this Agreement, except that the use must be exclusively on behalf of the Customer and not on the outsourcing contractor's own behalf. For this purpose, the employees and contract staff of the outsourcing contractor will be treated as if they are those of the Customer;

(e) the Customer will be responsible for ensuring that the outsourcing contractor complies with the terms in clause 5.4 of these Licence Terms and in the rest of this Agreement. If the outsourcing contractor misuses the Company Software or does anything which breaches this Agreement, then the Customer will be liable to the Company as if the misuse or breach had been by the Customer. The Company may exercise its rights (including its rights of termination) accordingly.

6. What the Customer is not allowed to do with the Company Software

6.1 Except to the extent set out in clause 3 of these Licence Terms, the Customer is not allowed to do any of the following things with the Company Software:

(a) copy, install or use them in any way other than that expressly permitted by clause 5 of these Licence Terms;

(b) copy them except as allowed by this Agreement and then only in order for the Customer to use them in accordance with this Agreement; or

(c) reverse-engineer or decompile them except to the extent that the Customer

is allowed to do so under English law in circumstances under which English law does not allow the Company to stop the Customer doing so.

6.2 The Customer must comply with any reasonable instructions which the Company gives the Customer relating to the use of the Company Software.

7. Charges

7.1 The Software Schedule sets out the licence and subscription fees and other Annual Maintenance Costs and charges payable by the Customer under this Agreement for Company and Third Party Software. The charges are due on the dates (or on the happening of the events) specified in the Software Schedule.

8. Warranties

8.1 Subject to clause 8.3 of these Licence Terms, in relation to the Company Software (other than Third Party Software), the Company warrants that:

- (a) it will in use or operation and for a period of 3 months following the date of its delivery to the Customer comply in all material respects with:
 - (i) any User Manuals relating to it; and
 - (ii) the Specification applying to it; and
- (b) it will for a period of 3 months from the date of its delivery to the Customer be free from any defect which has a materially adverse effect on its use or operation.

8.2 The warranties in clause 8.1 of these Licence Terms do not apply to:

- (a) any Deliverable (which will be subject instead to the warranties in clause 5 of the Consultancy Terms); or

- (b) any corrected version of any Supported Software Products supplied under the Managed Service Terms.

8.3 The Company will not be liable for breach of any of the warranties or other terms in this Agreement relating to the Company Software to the extent that the breach arises from:

- (a) use of the Company Software other than in accordance with normal operating procedures as described in the User Manuals or as otherwise notified to the Customer by the Company;
- (b) any alterations to the Company Software made by anyone other than the Company or someone authorised by the Company;
- (c) any problem with the computer or cloud service on which the Company Software is installed;
- (d) any abnormal or incorrect operating conditions;
- (e) any other hardware, Software or cloud service being used with the Company Software, unless this use has been approved by the Company (and anything set out in the Software Schedule will be treated as having been approved by the Company); or
- (f) any breach of the Customer's obligations under this Agreement.

9. Term and termination

9.1 These Licence Terms will apply from the Effective Date.

Managed Service Terms

These Managed Service Terms relate to the provision by the Company to the Customer of Managed Services. They apply in addition to the General Terms.

1. The Software Products covered by the Managed Service

The Supported Software Products being supported under this Agreement as set out in the Managed Service Schedule.

2. What Managed Services are being provided by the Company

2.1 The Company will provide the following as part of the Managed Services:

- (a) An Incident based helpdesk service as described in more detail in clause 3.2 of the Managed Service Terms;
- (b) A Service Request response service as described in more detail in clause 3.3 of the Managed Service Terms.

The Managed Services are only those described in detail in clause 3 of the Managed Service Terms and are subject to the exclusions in clause 4 of the Managed Service Terms.

3. Description of Managed Service

3.1 The Managed Service will only be provided during the Support Hours. The Company does not have to provide any Managed Services outside Support Hours unless it agrees otherwise in writing. Managed Services supplied outside Support Hours may be charged for on a time and materials basis. Use of the Managed Services, only be made to the Company by Customer Representatives.

3.2 The Incident service shall be provided as follows:

- (a) Incidents are required to be submitted directly to the Support Portal. These Incidents will only be addressed however during the Support hours
- (b) The Incident service is backed up by a dedicated telephone support number that is only accessible during Support Hours by telephoning the number referred to in the Incident Service Level Description. The number may be changed from time to time, in which case the Company will notify the Customer of the new number.
- (c) The Company will make sure that suitably qualified staff are available during the hours referred to.
- (d) The Company's staff will use their reasonable efforts to resolve Incidents upto the Entitlement defined within the Managed Services Schedule relating to the Supported Software Products referred to them by the Customer Representatives.
- (e) Incidents arising from the causes listed in clause 4 of the Managed Service

Terms will not be treated as Incidents for the purpose of this Agreement.

(f) Once it has received notification of an Incident, the Company will allocate the Incident a reference number and will log the Incident.

(g) The Company will then use its reasonable efforts to resolve the Incident and provide the Customer with a corrected version of the Supported Software Products within the time limits set out in the Incident Service Level Description. The time limits vary according to the nature and priority of the Incident. The Company will be responsible for determining how severe the Incident is (and therefore what time limits apply). If the Customer is unhappy with the priority level assigned to a given Incident by the Company, it may invoke the escalation procedure referred to in the Incident Service Level Description in order to try and reach agreement on whether or not a different priority level should be applied.

(h) The time limits in this clause 3.2 of the Managed Service Terms are not absolute. The Company's obligation is only to use its reasonable efforts to correct the relevant Incident and supply a corrected version of the Supported Software Products within the applicable time limit. Priority categories and applicable time limits are set out in the table in the Incident Service Level Description.

(i) In the course of investigating an Incident, the Company may identify a possible method of using the Supported Software Products which resolves the Incident or minimises its effect and which does not result in substantial extra inconvenience or expense for the Customer (a "Workaround"). If a Workaround is identified and notified to the Customer, then the Customer must implement the Workaround as soon as possible. Once a Workaround has been notified to the Customer, the Company may reallocate the relevant Incident to another priority category as set out in the table in the Incident Service Level Description.

(j) Once the Company has resolved the Incident, it will notify the Customer. Where appropriate, the Company will then supply a corrected version of the Supported Software Products to the Customer and, if requested by the Customer, will give the Customer instructions on how to install the corrected version of the Supported Software Product. The Customer will

be licensed to use the corrected version of the Supported Software Product on the relevant terms set out in the Licence Terms (but the warranties in clause 8 of the Licence Terms will not apply to the corrected version of the Supported Software Product).

- (k) The Company may use any reasonable means to resolve Incident. It does not have to attend on site at the Customer's Premises unless it considers that to be the only reasonable means of resolving the Incident. If requested by the Company, the Customer will (provided that it is technically possible to do so) make a copy of the Supported Software Product in which the Incident has been identified and will send that copy to the Company by the quickest reasonable means.
- (l) The Company must comply with all reasonable requests of the Customer in relation to the remote access to their on-premise or cloud-based system. The Customer may stop remote access by the Company but, in that case, the Company will not be liable for any failure or delay in providing Managed Services arising as a result of remote access being stopped.

3.3 The Service Request response service shall be provided as follows:

- (a) The service consists of proactive and reactive remote administration and systems customisation services related to the Supported Software Products as described in the Managed Services Schedule and the Service Request Service Level Description.
- (b) Requests for services will be submitted via the Support Portal.
- (c) The Company's staff will use their reasonable efforts upto the Entitlement defined within the Managed Services Schedule to resolve any reasonable request within the scope of the Service Request Service Level Description.
- (d) To facilitate the delivery of the managed service, the Customer will provide a sandbox environment mirroring the production environment.
- (e) For Service Requests that involve software development or configuration as defined in the Service Request Service Level Description, clauses 7 and 8 of the Consultancy Terms shall apply.

4. What is not included within the Managed Services

4.1 The Managed Services do not include the following services which, if requested by the Customer and agreed to be undertaken by the Company under the Consulting Terms, will be charged at the Company's normal daily fee rate for the time being in force:

- (a) Upgrades: being work necessary to install and implement new versions of the Supported Software Products, or parts thereof.
- (b) Recovery: being work necessary to restore or rebuild the Customer's data files or the Supported Software Products or any part thereof consequent upon corruption by hardware failure or incorrect use of the Supported Software Products by employees or agents of the Customer or by any unauthorised person.
- (c) Data problems: being work necessary to restore, rebuild or correct the Customer's data files or the Supported Software Products or any part thereof consequent upon corruption by loading or addition of data to the Supported Software using interfaces, data load routines not written by the Company, by direct addition to the data files by employees or agents of the Customer or by any unauthorised person, or by defects in any software not supplied or supported by the Company.
- (d) Relocation: being any defect caused by any replacement, reconfiguration or relocation of the IT infrastructure without a full audit being conducted by the Company and all recommendations made by the Company implemented by the Customer.
- (e) Consultancy: being any work (beyond the scope and Entitlement of any Managed Services described in the Managed Service Schedule) which is in relation to any extension, enhancement, modification or customisation supplied in addition to the Supported Software, or training, use or operation of the Supported Software Products.

4.2 The Company does not have to provide Managed Services arising because of any of the following:

- (a) misuse of or operator error in relation to the Supported Software Products (which includes any use of the Supported Software Products that is not in accordance with the relevant Software licence);
- (b) use of the Supported Software Products with an operating system or on equipment for which it was not intended or designed;

- (c) defects in any hardware, equipment or firmware;
- (d) defects in any software other than the Supported Software Products to which this Agreement relates;
- (e) the use of the Supported Software Products with or on any equipment or operating system not expressly approved by the Company;
- (f) use of the Supported Software Products by anyone who has not been properly trained. Anyone who has been trained by or on behalf of the Company will be treated for these purposes as having been properly trained;
- (g) any breach of the Customer's obligations under this Agreement.

If the Company provides Managed Services in relation to an Incident and it is found that the Incident arose because of any of the above causes, the Company may charge for all such Managed Services on a time and materials basis at the Company's current standard rates.

- 4.3 The Company does not have to provide Managed Services if the Customer is not maintaining the Supported Software Products at the Company's specified release level unless expressly agreed otherwise in advance by the Company.
- 4.4 The Company may cease providing Managed Services and terminate these Managed Service Terms if modifications are made to the Supported Software Products other than by authorised Company Staff or following express written consent of the Company.

5. The Customer's obligations

The Customer will:

- 5.1 comply with any reasonable instructions that the Company gives the Customer relating to the use of the Supported Software Products or the related User Manuals;
- 5.2 provide free of charge suitable access to the premises of the Customer or under the control of the Customer, its servants or agents and the Supported Software Products as installed on the Customer's nominated servers, and devices as may be reasonably requested by the Company Staff during Support Hours or as otherwise agreed;
- 5.3 ensure that only competent trained employees (or persons under their supervision) are allowed to run the Supported Software Products;
- 5.4 maintain a suitable internet link, as agreed by the Company, to enable the use of on-line fault identification and correction tools by arrangement with the Customer;
- 5.5 co-ordinate calls to the Company via an internal help desk Customer Representatives or similar arrangement to provide points of contact as specified in the Incident Service Level Description;
- 5.6 as soon as it is practical to do so:

- (a) inform the Company of any suspected Incident of which it becomes aware; and
- (b) use reasonable endeavours to provide such further information relating to the suspected Incident as is available to the Customer and which the Company may reasonably request in order to perform its obligations under this Agreement;

- 5.7 commit adequate resources and permit such access to Company Staff and provide promptly all information and documents, as may be reasonably requested by the Company to enable the Company to perform the Services;
- 5.8 where reasonably requested provide to the Company, in a form and on media to be agreed on a case-by-case basis, data to enable the Company accurately to emulate the Customer's IT environment, for the purpose of providing Managed Services; and
- 5.9 notify in writing at least 10 Working Days in advance of changing any, or all, of the Customer Representatives.

6. Payment and charges

- 6.1 The Managed Services Schedule sets out the Annual Fee and other charges payable by the Customer under the Managed Service Terms. Unless otherwise expressly set out in the Managed Services Schedule, the Annual Fee and other charges are due annually in advance of the commencement of each Service Year, the first such payment being due and payable on the Service Start Date.
- 6.2 Time spent in respect of any on-site visits pursuant to clause 3.2 of these Managed Terms shall be charged on a time and materials basis.
- 6.3 The Company may increase the Annual Fee and other charges payable under the Managed Service Terms. Only one increase may be made to the Annual Fee in relation to each Service Year. If the Company wants to increase the Annual Fee and any other charges payable under the Managed Service Terms for a Service Year, it will notify the Customer of the proposed increase at least 90 days before the beginning of the Service Year concerned. The revised Annual Fee and charges payable under the Managed Service Terms will then apply in the following Service Year unless the Customer terminates the Managed Service Terms in accordance with clause 7.2 of these Managed Service Terms or the other terms of this Agreement.
- 6.4 During the course of the Service Year, if the Customer wishes to purchase additional Entitlements, a revised Managed Services Schedule will be signed by the parties reflecting the extension of Entitlements with an associated cost. An invoice will be raised for the incremental cost by the Company payable by the Customer on 30 day terms.

- 7. Term and termination**
- 7.1 These Managed Service Terms will come into effect on the Service Start Date. It will then continue on an annual basis until terminated in accordance with this clause 7 of these Managed Service Terms or the other relevant terms of this Agreement.
- 7.2 The Company or the Customer may terminate these Managed Service Terms by giving not less than 60 days notice, provided that such a notice must expire on the last day of a Service Year. For the avoidance of doubt, no refund, credit or cancellation of all or part of an Annual Fee that falls due will be given to the Customer if the Customer fails to give such notice, and no pro rata refund, credit or cancellation will be given to the Customer the Annual Fee in respect of any current Service Year irrespective of the period of notice given.
- 7.3 Unused Entitlements are forfeited at the end of the Service Year.
- 8. Communications and communication levels**
- 8.1 The Company may monitor and record call, e-mail and other electronic communication content, types and levels in connection with performance monitoring and ensuring compliance with the terms of this Agreement. If the Entitlement provides for an unlimited number of Incidents and the Company determines that excessive numbers of communications are being made to the help desk consistently:
- 8.2 The Company may notify the Customer in writing that it is receiving an unduly high number of calls from the Customer.
- 8.3 On receipt of such notice, the Customer will promptly investigate the high level of calls and the Company will endeavour to assist the Customer to determine why this is happening and will if possible assist in any remedial action required to reduce the number of calls or resolve the issues causing the high number of calls. The Company may charge for these activities on a time and materials basis.
- 8.4 If the excessive number of communications continues, the Company may, at its discretion, either suspend or terminate the Support Services.
- 8.5 The Company reserves the right to refuse to accept or act on a communication if the person requesting assistance is not on the list of

Customer Representatives. In such event the Company shall use reasonable efforts to redirect the person requesting assistance to a Customer Representative.

- 9. Definitions**
- In these Managed Service Terms the following definitions shall apply in addition to those set out elsewhere in this Agreement:
- 9.1 "**Annual Fee**" means the fee in respect of Managed Services during a Managed Service Year, as set out in a Managed Services Schedule and as updated from time to time in accordance with this Agreement.
- 9.2 "**Customer Representatives**" means the persons nominated by the Customer in the Nominated Managed Service Contacts Schedule (or their replacement as notified to and approved by the Company from time to time).
- 9.3 "**Entitlement**" the service quantity purchased as described in the Managed Services Schedule or in any subsequent mutually agreed revised Managed Services Schedule.
- 9.4 "**Incident**" is defined as an unplanned interruption to, or reduction in quality of, an IT Service. Additionally it can also be a failure of an item that has not yet impacted service.
- 9.5 "**Service Request**" as defined within the Service Request Service Level Description
- 9.6 "**Support Hours**" are those hours set out in the Managed Services Schedule (and if no hours are stated, the Support Hours shall be 8.30am to 6.00pm Monday to Friday excluding UK Bank Holidays).
- 9.7 "**Service Start Date**" means the start date of the support services as specified in the Managed Services Schedule.
- 9.8 "**Service Year**" means each period of one year running from the Service Start Date and from each following anniversary of that date, during the term of this Agreement.
- 9.9 "**Supported Software Products**" means the Software that is described in the Managed Services Schedule.

Consultancy Terms

These Consultancy Terms relate to the provision by the Company to the Customer of Consultancy Services. They apply in addition to the General Terms.

1. Consultancy Services: scope and process

1.1 Before the Company provides any Consultancy Services, the Company and the Customer will in each case first agree in relation to each set of Consultancy Services:

- (a) exactly what Consultancy Services are to be supplied;
- (b) where Agile Delivery is being employed:
 - (i) an agile delivery framework defining Agile terms, roles, events and processes
- (c) where Agile Delivery is not being employed:
 - (i) any Deliverables to be produced or supplied as part of the Consultancy Services;
 - (ii) acceptance tests;
 - (iii) specifications for particular Deliverables (if required);
- (d) time scales (if specific time scales are required);
- (e) change control provisions;
- (f) charges (if a specific basis of charging is to apply other than as set out in these terms);
- (g) any other relevant details.

In each case all of this information will be included in a document or set of documents (which will be referred to collectively as the "**Statement of Work**", although the documents themselves need not have that specific title) and will be agreed and signed on behalf of the Company and the Customer.

1.2 It is intended that each agreed Statement of Work will cover a separate project (a "**Project**") to be carried out for the Customer by the Company on the terms contained in the Statement of Work and in this Agreement.

1.3 In each case Consultancy Services will be provided by the Company:

- (a) as set out in this Agreement and the relevant Statement of Work; or
- (b) as otherwise agreed in writing by an authorised director or other officer of the Company.

1.4 Any Products supplied by the Company to the Customer under the Licence Terms or the Managed Service Terms will not be treated as Deliverables for the purposes of these Consultancy Terms. Only deliverable items to be produced or supplied under a Statement of Work produced and agreed under these Consultancy

Terms will be treated as Deliverables for the purposes of these Consultancy Terms.

1.5 In relation to any Deliverables that are software, then except to the extent that the relevant Statement of Work says something different and following their acceptance by the Customer under these Consultancy Terms, they will be licensed to the Customer on the terms set out in the Licence Terms (although the warranties in clause 6 of the Licence Terms will not apply to them).

2. Payment and charges

2.1 Where the Statement of Work sets out charges and expenses for the Consultancy Services, the Customer shall pay the charges and expenses as set out in the Statement of Work, which shall be due on the dates (or happening of events) as specified in that Statement of Work.

2.2 If the Statement of Work does not specify the charges and/or rates for the Consultancy Services then the Company will charge for the Consultancy Services to be supplied in accordance with the Fee Rate Schedule on a time and materials basis. If no Fee Rate Schedule forms part of this Agreement, or the Fee Rate Schedule has expired, then the Company will charge for the Consultancy Services to be supplied in accordance with the Statement of Work on a time and materials basis at the Company's current standard rates subsisting at the time the relevant Consultancy Services are provided.

2.3 Unless provided otherwise in the relevant Statement of Work, charges will be due in arrears at the end of every month for work carried out in relation to the Consultancy Services to be supplied in accordance with the relevant Statement of Work by, or on behalf of, the Company during that month.

2.4 The Customer must provide adequate notice of any request to cancel or reschedule booked consulting resource. The notice periods applied to cancellation or reschedule requests are as follows:

- 1 to 3 days of resource - 1 week notice required
- 4 to 10 days of resource - 2 weeks' notice required
- Over 10 days of resource - 1 month notice required

Any cancellation or reschedule request for services received less than these periods before the start date of the services will be charged to the Customer in full where the Company is unable to reallocate those resources to other client projects.

3. Staffing

3.1 Specific personnel will only be used by the Company if this is stated in the relevant Statement of Work. Otherwise, the Company may use such staff to provide the services as it thinks appropriate. If specified staff are used, the Company will use its reasonable endeavours not to change them in the course of any given project, but cannot guarantee not to do so. If specified staff do have to be replaced, the Company will notify the Customer and provide the Customer with details of any relevant replacement staff.

3.2 Any Company staff expressly designated to perform the Consultancy Services will be entitled to take their annual leave or other leave and to attend the Company's internal meetings as reasonably required by the Company taking into account the requirements of this Agreement.

4. Warranties

4.1 The Company warrants that in relation to any Deliverables:

(a) except in relation to software, each Deliverable will be free from any material inaccuracy of which the Company should reasonably have been aware at the time the relevant Deliverable was supplied to the Customer;

(b) in relation to software Deliverables, where Agile Delivery is not deployed each item of software will:

(i) for a period of 3 months from delivery, be free from any defect which has a materially adverse effect on its use or operation;

(ii) comply in all material respects with any requirements relating to it which are agreed in writing by the Company and the Customer prior to the supply of the software concerned (and which may be contained in the relevant Statement of Work).

(c) Subject to clause 4.1(b) of these Consultancy Terms, the Company does not warrant or enter into any other term to the effect that any software will be entirely free from defects or that its operation will be entirely error free.

4.2 The Customer warrants and undertakes that:

(a) it is the owner of any machines, equipment, premises or property on, at or in relation to which the Consultancy Services are to be performed or is authorised by the owner to make them available to the Company for that purpose;

(b) it shall ensure that all necessary safety and security precautions are in place at

locations where Consultancy Services are to be performed by the Company.

5. Materials provided by Customer

5.1 When any program (other than the programs provided by the Company under this Agreement) is to be made available to the Company by the Customer and opened or installed by the Company on the Customer's behalf the Customer shall:

(a) indemnify the Company against all liability arising in connection with the opening or use of such program;

(b) supply the Company with all necessary passwords required for the installation of such program;

(c) complete any licence or support documentation contained with such program;

(d) be responsible for safeguarding the Customer's data.

5.2 If the Company is requested by the Customer to adapt, modify or prepare derivative works based upon materials supplied by the Customer the Customer shall indemnify the Company, its personnel and sub-contractors against any claims, demands, damages, costs and expenses made against or suffered by the Company arising in connection with or relating to any such adaptation, modification or derivative work.

6. Customer responsibilities

6.1 The Customer shall:

(a) no later than the start date of a Project appoint a member of the Customer's staff who shall act as administrative contact and shall have responsibility for the delivery by the Customer of its obligations in relation to a Project (the "Project Sponsor") and shall notify the Company of the identity and contact details of the Project Sponsor. The Customer shall use reasonable endeavours not to change the identity of the Project Sponsor during the course of the relevant Project, but in the event of change will promptly notify the Company with updated details. The Customer shall procure the attendance by the Project Sponsor of project board meetings as defined in the relevant Project plan;

(b) provide at no charge adequate office accommodation, a secure work space, internet access other facilities including access to the applicable Customer computers and systems to enable the Company to perform the Consultancy Services.

7. Intellectual Property Rights

7.1 Ownership of Intellectual Property Rights will be dealt with as follows:

- (a) the Intellectual Property Rights in any material supplied by the Customer to the Company to enable the Company to provide the services will be owned by the Customer. The Customer grants the Company a non-exclusive licence to use the material concerned solely for the purpose of providing the Consultancy Services;
 - (b) the Intellectual Property Rights in any pre-existing or generic material (including any software) used or created by the Company in providing the Consultancy Services will (except to the extent it falls within clause 7.1(a) of these Consultancy Terms) be owned by the Company or any relevant third party licensor;
 - (c) subject to clauses 7.1(a) and 7.1(b) of these Consultancy Terms, the Intellectual Property Rights in any Deliverables (including any software) produced by the Company in the course of providing services under this Agreement will be owned by the Company and the Customer will be granted a non-exclusive licence to use such Deliverables for its own internal business purposes, provided that the Customer does not:
 - (i) provide or otherwise make available such Deliverables or any part or copies or any related documentation in any form to any third party; or
 - (ii) transfer or assign such licence without the Company's prior written consent;
 - (d) to the extent that the use of any material (including any software) the Intellectual Property Rights in which are owned by the Company or licensed to the Company by a third party is embedded in or forms part of, or is otherwise necessary for the use of, any Deliverables (including any software), then subject to clause 7.2 of these Consultancy Terms the Customer will have a non-exclusive licence to use the material concerned for the purpose of using such Deliverables for the purpose for which they were supplied.
- 7.2 If any Deliverables are an adaptation of, or are intended to add to or work with any Software previously licensed by the Company to the Customer (under Licence Terms or otherwise), then clause 7.1(d) of these Consultancy Terms will not apply to the Deliverables concerned and they will instead and following their acceptance by the Customer in accordance with the Statement of Work be treated as forming part of the relevant Software and will be licensed to the Customer on the same terms (excluding warranty terms) as the Software concerned.
- 7.3 If compliance with the Customer's designs, specifications or instructions results in the Company being subject to any claim for infringement of any third party Intellectual Property Rights or any other third party rights, the Customer will indemnify and hold harmless the Company against any claims, demands, damages, costs and expenses made against or suffered by the Company as a result of any such claim or action.
- 7.4 Nothing in clause 7 of these Consultancy Terms will limit either party's obligations with regard to confidentiality in clause 11 of the General Terms.
- 8. Definitions**
- In these Consultancy Terms the following definitions shall apply in addition to those set out elsewhere in this Agreement:
- 8.1 "**Agile Delivery**" refers to project management and software development methodologies centred around iterative development, where requirements and solutions evolve through collaboration between self-organising cross-functional teams..

Cloud Service Terms

These Cloud Service Terms relate to the provision by the Company to the Customer of Microsoft Online Services. They apply in addition to the General Terms.

1. Customer Agreement Acceptance

1.1 Before the Company provisions any Online Services, the Customer must accept the Microsoft Customer Agreement. If Microsoft updates the Microsoft Customer Agreement then the Customer must accept the new Microsoft Customer Agreement at or before renewal of their Subscription to continue to receive access to the Online Services.

2. New Releases of Existing Products

2.1 The Customer acknowledges and agrees that Microsoft may modify a Cloud Product, or may release a new version of a Cloud Product at any time and for any reason including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to advance innovation in its product offerings. Microsoft reserves the right to add new features or functionality to, or remove existing features or functionality from, an Online Service.

3. Subscription Terms & Billing

3.1 Cloud products are either Fixed Term Subscriptions to Online Services or Consumption Subscriptions ("Pay-As-you-Go").

3.2 Fixed Term Subscriptions for Online Services are for the term and pricing as specified in the Cloud Service Subscription Schedule for the Cloud Product and cannot be cancelled within the term. The Customer will be pre-billed monthly by the Company based on the applicable monthly price for the Cloud Product(s). The unit price of a Fixed Term subscription is fixed during the term of the Subscription.

3.3 Consumption Subscription pricing is based on the then-current unit price published by Microsoft. (<https://azure.microsoft.com/en-gb/pricing/calculator>)

3.4 Consumption Subscriptions do not expire unless cancelled. Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed at the next scheduled invoice date.

3.5 Consumption Subscriptions will be billed at the Customer's next billing cycle and will include all usage from the prior month. Pricing will be based on the pricing (<https://azure.microsoft.com/en-gb/pricing/calculator>) effective during the current billing cycle except when prices decrease or increase. The unit price for an Online Service sold on a Consumption Subscription basis may change during the subscription period.

3.6 Payment for Online Services will be collected monthly by the Company seven (7) days from the billing date by Direct Debit.

3.7 Orders for additional Subscriptions, Users, Instances, Data or Cloud Products can be placed on the Xpedition Marketplace at <https://shop.xpedition.co.uk> by the authorised individuals named in the Authorised Cloud Service Purchasers schedule. The Customer acknowledges that named authorised individuals are empowered to commit the Customer to the financial obligation associated with the orders placed. The Customer will execute a revised Authorised Cloud Service Purchasers Schedule to remove or add named authorised individuals.

3.8 Adjustments to Fixed Term Subscriptions quantities made mid-billing cycle will be calculated pro-rata and added to the next monthly bill.

3.9 Fixed Term Subscriptions will automatically renew for the same period at the end of a Subscription term. Renewal pricing will be based on the then-current pricing at renewal, and for 12 and 36 month term subscriptions will be confirmed in writing via a Renewal Notice thirty (30) days prior to the renewal date. If the Customer chooses to not renew or to reduce Cloud Product subscription quantities, the Customer must inform the Company in writing in advance of the renewal date.

4. Customer Data

4.1 Except as Company and Customer may otherwise agree, Company shall use Customer Data only to provide Customer with the Online Services and the support services specified in this agreement to assist Customer in the proper administration of the Online Services. Additionally, Company shall only access and disclose to law enforcement or other government authorities to the extent required by law data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data).

4.2 If Company receives a request for Customer Data either directly from a law enforcement agency or as redirected to Company by Microsoft, then Company shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Company shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so.

4.3 To the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Company, and shall obtain the users' consent to the same.

5. Term and Termination

5.1 This Contract will remain in effect until the expiration or termination of the Subscription, whichever is earliest. The Customer may terminate this agreement at any time by giving written note to the Company. The expiration or termination of this agreement will only terminate the Customer's right to place new orders for additional Online Services under this agreement.

5.2 Upon termination, the Customer will have ninety (90) days to migrate any Customer Data to either a new Subscription with the Company, with Microsoft directly, or some other service. Upon request, the Company will assist Customer with migration of the Customer Data at an additional charge agreed to between Company and the Customer.

6. Availability of Service

6.1 The Company does not guarantee that the Online Services shall be continually available to the Customer. There may be occasions when Online Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of the Company.

7. Suspension of Services

7.1 Notwithstanding the rights within the Microsoft Customer Agreement to suspend the Online Services for legal reasons, for regulatory reasons and for infringements to the Acceptable Use Policy, the Company also has the right to suspend the Online Service for reasons of non-payment. Such suspension being subject to seven (7) days' notice being provided by the Company in respect of an overdue payment.

7.2 During any period of suspension, the Customer shall continue to be liable for all charges due under this Agreement in respect of suspended Online Services.

8. Service Level Agreement Credits

8.1 Microsoft makes certain service levels commitments to Customers in its SLA. If a Customer wishes to make a claim on the SLA, the Customer shall first notify the Company who will escalate the claim to Microsoft for review. If Microsoft accepts the claim according to the standard SLA review process, the Company will apply the confirmed service credit to the Customer's next monthly bill. Customer is eligible for credits not to exceed the total monthly subscription estimated retail price ("ERP"). Microsoft reserves the right to audit outages on

a per Subscription or per service basis at any time.

9. Intellectual Property

The Intellectual Property Rights that exist in the Online Services are owned by Microsoft, the Company and the Company's licensors. By supplying Customer with Online Services, the Company is not transferring or assigning ownership of any Intellectual Property Rights in or relating to them to the Customer.

10. General

The Customer accepts that not all administrative functions in the Online Service are available to the Customer and certain activities, as determined by the Company at the Company's discretion are reserved to the Company.

11. Liability

11.1 The Customer acknowledges that by using the Online Services, Customer's data will be stored in the cloud owned and operated by Microsoft and not by the Company and as such, the Company shall have no liability to Customer for any loss or corruption of such data while it is stored by Microsoft.

12. Definitions

In these Cloud Service Terms the following definitions shall apply in addition to those set out elsewhere in this Agreement:

12.1 "**Online Service**" means any of the Microsoft-hosted online services subscribed to by Customer, including, Dynamics 365, Power Platform, Azure and Office 365 Services.

12.2 "**Cloud Product**" means any Online Service.

12.3 "**Subscription**" means an enrolment for Online Services.

12.4 "**Customer Data**" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Services.

12.5 "**Acceptable Use Policy**" is set forth in the Microsoft Online Service Terms as published at <http://www.microsoft.com/licensing/contracts> or at an alternate site that Microsoft identify.

12.6 "**SLA**" means the commitments Microsoft make regarding delivery and/or performance of an Online Service, as published at <http://www.microsoft.com/licensing/contracts>, or at an alternate site that Microsoft identify.

Cloud Service Subscription Schedule

«CompanyName»

«ADDRESS_2»

«ADDRESS_3»

«ADDRESS_4»

«ADDRESS_5»

«ADDRESS_6»

New Cloud Subscription:	<input type="checkbox"/>
Order Date:	
Requested Domain Name (new O365 client):	
Existing Domain Name (existing O365 client):	
Currency:	Pound Sterling
Language:	English
Country/Region	United Kingdom

Revision To Existing Cloud Subscription:	<input type="checkbox"/>
Original Order Date:	
Date of Revision:	

Fixed Term Subscriptions to Online Services

Cloud Product	Microsoft Offer ID	Qty	Term (Months)	Unit Price Per Unit Per Month	Renewal Date

The Company: Xpedition Limited
Signature:
Name:
Title:
Date:

The Customer: « CompanyName »
Signature:
Name:
Title:
Date:

Software Schedule

Name of the company:

«CompanyName» «ADDRESS_2» «ADDRESS_3» «ADDRESS_4» «ADDRESS_5» «ADDRESS_6»

Order Date:	xx/xx/xx
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Software Products

Company Software	Quantity	Per License Cost	Total License Cost
Xpedition Product Name	XX	£xx	£xx
Total Cost (Excluding Vat)			£xx
Payment Terms: Cash with order			

Third Party Software	Quantity	Per License Cost	Total License Cost	Annual Maintenance Cost
Author and Product Name	XX	£xx	£xx	£xx
Total Cost (Excluding Vat)			£xx	£xx
Payment Terms: Cash with order				
Note: Annual maintenance period starts from order date				

Cloud Subscriptions

Company Software	Quantity	Monthly per Subscription Cost	Total Monthly Cost	Subscription Term
Xpedition Product Name	XX		£xx	12 monthly auto-renewing
Total Cost (Excluding Vat)			£xx	

Third Party Software	Quantity	Monthly per Subscription Cost	Total Monthly Cost	Subscription Term
Author and Product Name	XX		£xx	12 monthly auto-renewing
Total Cost (Excluding Vat)			£xx	

The Company: Xpedition Limited
Signature:
Name:
Title:
Date:

The Customer: «CompanyName»
Signature:
Name:
Title:
Date:

Managed Services Schedule

Name of the company:

«CompanyName» «ADDRESS_2» «ADDRESS_3» «ADDRESS_4» «ADDRESS_5» «ADDRESS_6»

Service Start Date:	xx/xx/xx
Service Renewal Date:	xx/xx/xx
Revision Date:	xx/xx/xx

Supported Software Products	Managed Service Product	Entitlement	Annual Fee
Business Central/Customer Engagement/Power Platform/Azure Data Platform	Managed Services Basic Package	<ul style="list-style-type: none"> Up to 20 Incident tickets per year 	
Business Central/Customer Engagement/Power Platform/Azure Data Platform	Managed Services Intermediate Package	<ul style="list-style-type: none"> Up to 40 Incident tickets per year Half a day of consultancy or training free per year 	
Business Central/Customer Engagement/Power Platform/Azure Data Platform	Managed Services Advanced Package	<ul style="list-style-type: none"> Up to 60 Incident Tickets per year 1 day of consultancy or training free per year 6 x 1 hour Consultancy Calls per year 	
Business Central/Customer Engagement/Power Platform/Azure Data Platform	Managed Services Premium Package	<ul style="list-style-type: none"> Unlimited Incident tickets per year 1 day of consultancy free per year 1 day of training free per year 12 x 1 hour Consultancy Calls per year 	
Total Fees (Excluding Vat)			£xx

The Company: Xpedition Limited
Signature:
Name:
Title:
Date:

The Customer: «CompanyName»
Signature:
Name:
Title:
Date:

Incident Service Level Description

An "Incident" is defined as an unplanned interruption to, or reduction in quality of, an IT service. related to the Supported Software Products Additionally, it can also be a failure of an item that has not yet impacted service.

The primary focus of Incident Management team is to resolve the Incident which will be coordinated by Xpedition's Head of Support.

Xpedition's in-house teams are made up of operating systems, database, and cloud specialists, as well as application consultants with the appropriate skills for the products concerned. Along with Xpedition's skilled in-house teams, Xpedition utilises a service contract with Microsoft to escalate any other issues such as bugs, product flaws, Microsoft releases, cloud service issues, or very complex tasks to assist in resolving the Incident.

Reporting an Incident:

The primary method for reporting an Incident is via Xpedition's Service Desk Support Portal. This is backed up through a dedicated Xpedition Support phone service which is available Monday to Friday, excluding UK Bank Holidays and other Public Holiday, from 08:30 to 18:00.

Incidents can only be reported via the Service Desk Support Portal initially and followed up by phone, by approved customers that are nominated individuals as outlined in the Nominated Managed Service Contacts Schedule.

Before raising an Incident with Xpedition, it is expected that internal triaging has been performed by the customer's designated staff. In the event that an Incident needs to be raised with Xpedition, this will enable all the information that has been gathered internally, such as screenshots, to be included. This will help Xpedition to efficiently and promptly progress the Incident, avoiding the need for additional requests for information.

After an Incident is raised in the Xpedition Service Desk Support Portal, an automatic email is sent with a summary that includes the Incident ticket number, subject line, and a description. This allows the originator to easily track the Incident. Once the Incident has been raised in the Service Desk, customers are able to reply to the email and provide further information or request updates

Xpedition's team of support consultants receives the Incident, which is then triaged and assigned within the team to commence work on this bearing in mind the impact and urgency of this request with the aim to resolve this in accordance with the Service Level Agreement described below.

After the initial triage process, Xpedition aims to resolve all Incidents within the support team. However, in some cases, these may need to be escalated to Xpedition's development or project delivery teams to undertake this work.

When calling up the dedicated support telephone number the Customer will be requested to provide the Xpedition Incident Ticket number.

Any additional information provided over the phone to assist with the resolution of the Incident will be added by the Xpedition Support person to assist the team further in diagnosing the Incident.

In Summary, to raise an Incident:

- Customer nominated individual to log into the Xpedition Service Desk Support Portal (<https://support.Xpedition.co.uk>)
- Provide as much information as possible to reduce the information gathering process and speed up the resolution of the Incident
- Once raised in the Service Desk, requests for updates or providing further information can be provided via e-mail by responding to the relevant e-mail
- Xpedition Telephone Support number is +44 (0)345 839 5767
 - Dedicated support number can be used to discuss the Incident that has been logged but requires the Incident ticket number to be provided on the phone call

In the event that the Entitlements under the Managed Services Schedule have been fully utilised, an Incident or Service Request may be logged, but it will not be actioned. The Customer's Account Manager will be notified and requested to make contact to discuss putting in place a revised Managed Services Schedule with additional Entitlements.

Incident Statuses:

Status	Description
Open	This is the first status applied when the Incident is opened and means that it is not yet assigned to a support consultant
In Progress	Indicates that the next action is with Xpedition
In Progress with Consultancy/Developer	Indicates that Xpedition have escalated to 3rd line, usually developers for investigation
On Hold – With 3 rd Party/Microsoft	Indicates that the next action is with Microsoft, or a 3rd party software vendor
On Hold – with customer	Indicates that the next action is with the customer to provide further information, undertake testing or a decision on next steps.
On Hold - Resolution Proposed	Xpedition believes that the issue is resolved and are awaiting confirmation from the Customer that Xpedition can close the Incident
Resolved	The Incident has been resolved by Xpedition to the Customer's satisfaction.
Closed	Incident closed following confirmation from the customer

Incidents are prioritised in accordance with the following Priorities:

Priority	Description	Examples
Priority 1	Critical or severe issue that has a significant impact on the system's functionality and requires immediate attention and resolution	<ul style="list-style-type: none"> • Complete System Outage <ul style="list-style-type: none"> ○ The CRM system is completely inaccessible, preventing users from accessing any data or functionality. • Data Loss <ul style="list-style-type: none"> ○ There is a risk of significant data loss or corruption that could have a severe impact on business operations. • Security Breach <ul style="list-style-type: none"> ○ A security vulnerability or breach is identified that could compromise sensitive customer information or the overall integrity of the system. • Major Functionality failure <ul style="list-style-type: none"> ○ A critical feature or functionality of the system is not working as expected, hindering essential business processes.
Priority 2	Time-critical business function out of action or malfunctioning	<ul style="list-style-type: none"> • Missing/inaccurate data on several reports impacting critical business function • Colleague cannot access the system • Cannot post orders/invoices • Unable to create any new record • Inadvertently deleted records necessary for business function

Priority 3 (default)	Non time-critical business function out of action or malfunctioning	<ul style="list-style-type: none"> • Cannot print management report • Incorrect data displaying on a report • Data not displaying on a report • Field showing blank/unable to enter data • Unable to create new record • Item record not progressing to the next stage • Item record showing the incorrect status/issue with workflow • System slow to load • Detection of duplicate records/connections • Emails not sending/tracking • Performance issues, forms not rendering or loading correctly following a system upgrade • Appointments from Calendar not syncing to system • Missing navigation menus
Priority 4	Other	Advice requested regarding system operation

Incident Service Level Agreement:

Action	Priority 1	Priority 2	Priority 3	Priority 4
Response from knowledgeable support consultant who will commence work on diagnosing and updating the Incident within:	30 minutes	1 hour	2 hours	1 working day
Status Updates within:	2 working hours	4 working hours	1 working day	2 working days
Escalate to Help Desk Manager within	2 working hours	4 working hours	2 working day	3 working days
Endeavour To Resolve within:	1 working day	2 working days	5 working days	7 working days

Incident Escalation Process and Contact Numbers:

All Incidents should be escalated to the Managed Service Desk in the first instance, however the Xpedition Management Team is always available to assist with further escalation:

Khursheed Choonara

Head of Support

M: +44 (0)7720 068 239

E: khursheed.choonara@Xpedition.co.uk

David Martin

Managed Services Director

M: +44 (0)7483 429 771

E: david.martin@xpedition.co.uk

Service Request Service Level Description

A Service Request is a formal request, to be submitted via the Xpedition Service Desk Portal, from a customer for something beyond an Incident to be provided. Examples of this would be a request for information, advice, a change, a new development or granting access to a service.

For the purpose of establishing a clear Service Level Agreements, Xpedition have defined two types of requests: – a Simple Request and a Complex Request:

A Simple Request is defined as:

A request that will take between **1 hour and 2 days** for Xpedition to undertake with no dependencies. This is a formal request for something to be provided, a request for information, advice, a minor change, or access to a service or a small modification to an existing product, service or task.

A Complex Request is defined as:

A request that will take between **3 days and 10 days** for Xpedition to undertake, that includes a formal request to make a change to a system, service or infrastructure. It is a document that describes the anticipated change, reasons for the change, assessment of risks and the impact of the change

Authorised users can request assistance via the Xpedition Service Desk Portal.

- Request assistance by creating a ticket in the Service Desk.
 - <https://support.Xpedition.co.uk>
 - Select Create Service Request and use the service catalogue template to populate with as much detail as possible

This will create a ticket number to allow this to be referenced for future correspondence.

Once a ticket is submitted it is then assessed by one of Xpedition's consultants to understand whether the Simple or Complex Service Level Agreement applies. This may require additional information or a call to determine the full requirements of the request. Following the assessment, a documented scope and estimate is provided back to customer for the work that needs to be undertaken to resolve this.

Service Requests can be paid for by one of 3 methods:

1. By calling down a balance of pre-purchased consulting hours within the Managed Service Contract. That being the unused hours from any Entitlement defined in the Managed Services Schedule.
2. By calling down on the balance of pre-purchased consulting hours within an existing and open Consulting Statement of Work.
3. Via a new Statement of Work for this specific Service Request.

The estimate provided will document the balance of pre-purchased consulting across the Managed Services Contract and any open Statement of Works and will allow the payment method to be annotated as part of the customer approval process. Where no pre-purchased time is available a new Statement of Work for this Service Request will be provided for spend approval.

The estimate and any associated Statement of Work then requires approval via electronic signature by the customer, following which will Xpedition proceed to schedule the work. This is when the *Endeavour To Complete* time frame which can be seen in the table below commences.

For all Service Requests undertaken, Xpedition requires customer user testing to ensure that the work undertaken is functioning as expected before being released to the live production platform.

Following the deployment of the work Xpedition request the customer to approve the work and for the ticket to be closed which is taken as acceptance of the completed task.

Service Request Service Level Agreement:

Action	Simple Request	Simple Project Time Frame	Complex Request	Complex Project Time Frame
Response from Xpedition Project Office who will commence work on diagnosing and updating the service request within:	Upto 2 consulting days using a Single consultant with no external dependencies	1 working day	Between 3 - 10 consulting days with external dependencies. Requirements sign off and UAT completed by customer	1 working day
Request booked in with Xpedition Consultant		3 working days		3 working days
Endeavour to complete Request		2 weeks		6 weeks
Escalate to Managing Consultant		2 weeks		6 weeks

Service Request Escalation Process and Contact Numbers:

All Service Request should be escalated in the Service Desk in the first instance, however the Xpedition management team is always available should you wish to further escalate your request.

For Business Central Escalations for Simple and Complex Requests:

Jane Metcalfe

D365 Senior Consultant

M: +44 (0)7

E: jane.metcalfe@Xpedition.co.uk

For Customer Engagement Escalations for Simple and Complex Requests:

David Martin

Managed Services Director

M: +44 (0)7483 429 771

E: david.martin@xpedition.co.uk

Nominated Managed Service Contacts Schedule

Effective Date:	Xx/xx/xx
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First Named Client Contact

Name	XXXX
Title	XXXX
Phone Number	XXXX

Second Named Client Contact

Name	XXXX
Title	XXXX
Phone Number	XXXX

Third Named Client Contact

Name	XXXX
Title	XXXX
Phone Number	XXXX

Xpedition Nominated Personnel

Help Desk Manager	Khursheed Choonara	+44 (0)207 121 4705
Account Manager	XXXXXXXXXXXXXXXXXX	+44 (0)207 121 4705
Managed Service Director	David Martin	+44 (0)207 121 4705

Fee Rate Schedule

«CompanyName»

«ADDRESS_2»

«ADDRESS_3»

«ADDRESS_4»

«ADDRESS_5»

«ADDRESS_6»

Schedule Effective Date:	Xx/xx/xx
Schedule Expiry Date:	Xx/xx/xx

Role	Cost Per Day (Excluding VAT & Expenses)

The Company: Xpedition Limited
Signature:
Name:
Title:
Date:

The Customer: «CompanyName»
Signature:
Name:
Title:
Date:

Authorised Cloud Service Purchasers Schedule

«CompanyName»

«ADDRESS_2»

«ADDRESS_3»

«ADDRESS_4»

«ADDRESS_5»

«ADDRESS_6»

Revision Date:	
Domain Name:	

Name	Email Address

The Customer: «CompanyName»
Signature:
Name:
Title:
Date: