

Master Agreement

between

Advanced Business Software and Solutions Limited

and

<<Customer Name>>

CONFIDENTIAL

This Master Agreement is made this day ____ of ____ 2017 between:

Advanced Business Software and Solutions Limited	[Customer]
Company Number 3214465	[Customer Company Number]
Ditton Park	[Address]
Riding Court Road	
Datchet	
Slough	
Berkshire SL3 9LL	
("Advanced")	("Customer")

In consideration of the Customer, agreeing to pay to Advanced the Charges indicated in the Service Order Schedule, Advanced agrees to provide to the Customer the Services and/or Deliverables referred to in the Service Order Schedule/s, upon the general terms and conditions of this Master Agreement.

For and on behalf of Advanced Business Software and Solutions Limited		For and on behalf of []	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	

1. DEFINITIONS AND INTERPRETATION

- 1.1 A reference to the Master Agreement shall be deemed to include all of the terms and conditions, any Service Order Schedules entered into, the Schedules and any Appendices to such Schedules.
- 1.2 In this Master Agreement the following words shall have the meanings specified below.
- 1.2.1 **Advanced Affiliate** means (i) Advanced and any entity which from time to time is Advanced's ultimate holding company or a subsidiary of such ultimate holding company or of Advanced and (ii) any entity over which from time to time any of the entities defined in (i) either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding.
- 1.2.2 **Advanced Equipment** means any equipment, including tools, systems, cabling, facilities, provided by Advanced or its subcontractors and used directly, or indirectly in the supply of the Services, which are not the subject of a separate agreement between the parties under which title passes to the Customer.
- 1.2.3 **Advanced Personnel** means all employees, agents, consultants, contractors and other representatives of Advanced (or any Advanced Affiliate or any of their respective subcontractors) who are involved, or proposed to be involved, in the provision of the Services.
- 1.2.4 **Adequate Procedures** shall have the meaning prescribed to it under the section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).
- 1.2.5 **Associated Person** shall have the meaning prescribed to it under section 8 of the Bribery Act 2010, however this shall not be limited to a sub-contractor of either party.
- 1.2.6 **Applicable Law** means the law of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes that apply to the provision of the Services.
- 1.2.7 **Business Day** means any day, which is not a Saturday, Sunday, public, or bank holiday in England and Wales.
- 1.2.8 **Changes** means any change to this Master Agreement including to any of the Services and/or Deliverables.
- 1.2.9 **Contract Change Control Note** means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure, such record being in the form set out in Schedule One (Contract Change Control Procedure).
- 1.2.10 **Contract Change Control Procedure** means the procedure set out in Schedule One (Contract Change Control Procedure).
- 1.2.11 **Charges** means the charges for the Services and any Deliverables to be supplied, as such charges are set out in the Services Order Schedule.
- 1.2.12 **Contract Year** means a period of twelve (12) months, beginning on the Service Commencement Date and/or each anniversary of the Service Commencement Date.
- 1.2.13 **Customer Data** means all data provided to Advanced or an Advanced Affiliate by or on behalf of the Customer in connection with the provision of the Services, and includes the Customer's Personal Data.

- 1.2.14 **Customer Responsibilities** means the responsibilities of the Customer in relation to the Services as specified in the Service Order Schedule.
- 1.2.15 **Confidential Information** means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party and that party's representatives including but not limited to:
- 1.2.15.1 information which is identified as confidential;
 - 1.2.15.2 any information that would be regarded as confidential by a reasonable business person relating to: the business, affairs, customers, clients, suppliers, or plans of the disclosing party; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
 - 1.2.15.3 the terms of this Master Agreement;
 - 1.2.15.4 Customer Data;
 - 1.2.15.5 any information relating to any Intellectual Property Rights owned by either party; but not including any information that:
 - 1.2.15.6 is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of this Master Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);
 - 1.2.15.7 was available to the recipient on a non-confidential basis prior to disclosure by the disclosing party;
 - 1.2.15.8 was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party;
 - 1.2.15.9 the parties agree in writing is not confidential or may be disclosed.
- 1.2.16 **Customer's Equipment** means any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
- 1.2.17 **Customer's Group** means the Customer, its ultimate holding company and all subsidiaries of its ultimate holding company.
- 1.2.18 **Customer's Site** means the location of the Customer where the Services will be delivered.
- 1.2.19 **Customer's System** means the computer systems (including the software, hardware and data comprised within them) in the possession or control of the Customer.
- 1.2.20 **Customer Third Party Provider** means any third party provider of services in connection with this Master Agreement in a direct contractual relationship with the Customer.
- 1.2.21 **Data Controller** has the meaning set out in the Data Protection Act 1998.
- 1.2.22 **Data Protection Legislation** means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

- 1.2.23 **Data Processor** has the meaning set out in the Data Protection Act 1998.
- 1.2.24 **Data Centre** means any data centre used by Advanced in relation to the provision of the Services which includes any changes thereto during the Service Term.
- 1.2.25 **Data Subject** has the meaning set out in the Data Protection Act 1998.
- 1.2.26 **Deliverable** means any product or goods that are to be delivered by Advanced or any Advanced Affiliate to the Customer in the course of providing the Services, including any product or goods that are described as such in any Service Order Schedule.
- 1.2.27 **Document** means any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- 1.2.28 **Effective Date** means the date of this Master Agreement.
- 1.2.29 **Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.
- 1.2.30 **Exit Management Services** where identified in the Service Order Schedule, means services, activities, processes and procedures designed to ensure a smooth and orderly transition of all or part of the Services from Advanced to the Customer and/or a Replacement Supplier as described in the Exit Management Services Schedule.
- 1.2.31 **Force Majeure Event** has the meaning given in Clause 17 of this Master Agreement.
- 1.2.32 **Goods** means any equipment purchased from Advanced under the Sales of Goods Terms.
- 1.2.33 **Good Industry Practice** means the exercise of the degree of skill, care and efficiency, which would be expected from an experienced organisation in providing the same or similar services as the Services.
- 1.2.34 **Hardware** means the physical material parts of a computer or other system.
- 1.2.35 **Incumbent Supplier** means the third party supplier providing identical or substantially similar services to the Services prior to the appointment of Advanced.
- 1.2.36 **Intellectual Property Rights** means any trademarks, service marks, copyright, moral rights, rights in design, know how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto.
- 1.2.37 **Licence Conditions** means (if applicable and specified in the Service Order Schedule) the terms and conditions which govern the use of the Advanced Software.
- 1.2.38 **Normal Business Hours** 8:30 hours to 18:00 hours local UK time on a Business Day.
- 1.2.39 **Personal Data** has the meaning set out in the Data Protection Act 1998.

- 1.2.40 **Pre-existing Materials** means Intellectual Property Rights proprietary to Advanced, which is or will be used by the Advanced for providing the Services, which comprise:
- 1.2.40.1 Intellectual Property Rights owned by Advanced before the Effective Date for example whose subsisting in Advanced's documentation, development tools, program components or standard code used in computer programming or in physical or electronic medial containing Advanced's know-how or generic business methodologies;
 - 1.2.40.2 Third Party Intellectual Property Rights including Third Party Software; and Software Intellectual Property Rights;
 - 1.2.40.3 Intellectual Property Rights created by Advanced independently of this Master Agreement.
- 1.2.41 **Replacement Services** means any services which are identical or substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the termination or expiry of the Master Agreement, whether the Customer provides those services internally or by any Replacement Supplier.
- 1.2.42 **Replacement Supplier** means any third party supplier of Replacement Services appointed by the Customer from time to time.
- 1.2.43 **Sale of Goods Terms** means Advanced standard sale of goods terms which apply in the event Goods are to be supplied or form part of the Services set out in a Service Order Schedule.
- 1.2.44 **Services Description** means the Services specified in the Service Order Schedule.
- 1.2.45 **Service Order Schedule** means a schedule of work to be undertaken, which may be entered into by the parties from time to time to record the terms on which Advanced 356 shall provide Services and/or Deliverables to the Customer.
- 1.2.46 **Service Commencement Date** means the date on which the Services under a Service Order Schedule are to commence.
- 1.2.47 **Services** means the services to be provided by Advanced under this Master Agreement as set out in the relevant Service Order Schedule, together with any other services, which Advanced agrees in writing to provide to the Customer.
- 1.2.48 **Service Credits** (if applicable) means a credit note issued by Advanced to the Customer in the circumstances of Advanced's failure to achieve relevant Service Levels set out in the Service Order Schedule.
- 1.2.49 **Service Levels** means the standards of service or service objectives specified in the Service Order Schedule, which Advanced shall endeavour to achieve in the performance of the relevant Services.
- 1.2.50 **Service Term** means the term of the Services as set out in the Service Order Schedule.
- 1.2.51 **Software** means any software provided by Advanced to the Customer as part of the Services or the Deliverables, other than Third Party Software.
- 1.2.52 **Specification** means the specification of the Services and/or the Software as detailed in the Service Order Schedule.

- 1.2.53 **Term** has the meaning given in Clause 2.
- 1.2.54 **Termination Date** means the date of termination of this Master Agreement (and/or Service Order Schedule) for whatever reason.
- 1.2.55 **Third Party Provider** means the third party service providers listed in the Service Order Schedule, or as otherwise used by the Customer from time to time.
- 1.2.56 **Third Party Software** means any software supplied by Advanced to the Customer as part of the Services and/or Deliverables, which are not owned by Advanced or an Advanced Affiliate.
- 1.2.57 **Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.
- 1.3 A reference to a clause, sub clause, Schedule or Appendix, is unless otherwise stated a reference, to such clause, sub clause, schedule or appendix to the Master Agreement.
- 1.4 All references in the Master Agreement to a gender are to be construed to include the other gender and the neuter.
- 1.5 Where the context so requires all references in the Master Agreement to the singular shall be construed to include references to the plural and vice versa.
- 1.6 In the case of conflict or ambiguity, the provisions of this Master Agreement are to be read in the following order of precedence in relation to that conflict (with the first document listed taking first priority, the second having second priority, and so on): the relevant Service Order Schedule; the Sales of Goods Terms (if Goods form part of the Service Order Schedule) and this Master Agreement; and any other document incorporated by reference into any of the above, and the document higher in the order of precedence will prevail to resolve the conflict
- 1.7 The terms holding company and subsidiary have the meanings given to them in the Companies Act 2006.
- 1.8 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 2. COMMENCEMENT AND TERM**
- 2.1 This Master Agreement commences on the Effective Date and shall, continue in full force and effect unless and until it is terminated in accordance with Clause 16 (the "Term"), or until all Service Terms specified in any Service Order Schedules have expired.
- 2.2 The Service Term of each Service Order Schedule shall be as set out in the relevant Service Order Schedule.
- 3. SERVICES**
- 3.1 The Services and/or the Deliverables to be supplied by Advanced to the Customer shall be as set out in the relevant Service Order Schedule.
- 3.2 Each executed Service Order Schedule shall constitute an individual contract for the supply of Services and/or Deliverables under, and subject to, the terms of this Master Agreement. In the absence of an agreed and executed Service Order Schedule, Advanced shall not be under any obligation to provide any services and/or deliverables to the Customer under this Master Agreement.
- 3.3 Advanced shall use reasonable endeavours to perform its obligations within any time stated in this Agreement. Any such time is, however, approximate only, and time for such delivery or performance shall not be of the essence of this Agreement.

4. ADVANCED'S OBLIGATIONS

- 4.1 In providing the Services, Advanced will:
- 4.1.1 provide the Services in accordance with the provisions of the Service Order Schedule and the terms of this Master Agreement;
 - 4.1.2 provide the Services in accordance with Good Industry Practice;
 - 4.1.3 comply with all applicable health, safety, security and other office procedures, rules and regulations notified to Advanced by the Customer from time to time, provided that Advanced shall not be liable under this Master Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Master Agreement;
 - 4.1.4 provide the Services in accordance with the Applicable Laws;
 - 4.1.5 allocate sufficient resources to provide the Services; and
 - 4.1.6 use personnel who are suitably skilled and experienced in the provision of the Services.
- 4.2 Advanced shall maintain throughout the duration of each Service Order Schedule adequate and reasonable insurance cover with a reputable insurer in relation to Advanced's risks under such Service Order Schedule. Advanced shall, at the Customer's request from time to time, furnish such reasonable evidence as the Customer may reasonably request to demonstrate that such insurance cover has been maintained in force with such insurer.
- 4.3 Advanced reserves the right to suspend all or any of the Services without notice, however, Advanced will use reasonable endeavours to give the Customer such notice of the suspension as is practicable, and without prejudice to Advanced's rights pursuant to clause 16, if:
- 4.3.1 the Customer is in breach of any of its obligations set out in this Master Agreement, including the Schedules to this Master Agreement;
 - 4.3.2 the Customer knowingly does or suffers to be done anything which jeopardises (in Advanced's reasonable opinion) the Service or any network to which it is from time to time connected;
 - 4.3.3 Advanced is obliged to comply with an order, instruction or request of Government, Court, law enforcement agency or other competent administrative or regulatory authority; or
 - 4.3.4 it is necessary to do so in order to protect the Customer's systems from damage or harm,
- suspension shall not affect the liability of the Customer to pay any Service Charges and other amounts due to Advanced under this Master Agreement.
- 4.4 If the Services are not provided substantially in accordance with the Service Order Schedule, Advanced will use reasonable endeavours to correct any such non-compliance in a timely manner, to ensure that the Service is provided substantially in accordance with the Service Order Schedule, provided that this obligation shall not apply to the extent that any non-compliance is caused by the act or omission of the Customer or a third party under the control of the Customer. Such correction constitutes the Customer's sole and exclusive remedy for any breach of clause 4.4.
- 4.5 Notwithstanding the foregoing, Advanced does not warrant that the Customer's use of the Service will be uninterrupted or error free.
- 4.6 This Master Agreement shall not prevent Advanced from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Master Service Agreement.

- 4.7 Where applicable to the Services, Advanced may at any time during the Term use an alternative Data Centre for the provisions of the Services. Such alternative Data Centre will be of an equivalent standard.

5. THE CUSTOMER OBLIGATIONS

5.1 The Customer shall:

- 5.1.1 provide Advanced with access to appropriate members of the Customer's staff in order for Advanced to discharge its obligations under this Master Agreement;
- 5.1.2 respond to and provide such documentation, data and other information as Advanced reasonably requests in order for Advanced to perform its obligations under the Master Agreement;
- 5.1.3 provide such access for any of Advanced's Personnel to the relevant Customer Sites during the Customer's normal working hours in each Business Day as may be reasonably required in connection with the provision of the Services and at such other hours as may be arranged in advance;
- 5.1.4 comply with all Applicable Laws in relation to its obligations under the Master Agreement;
- 5.1.5 notify Advanced of any relevant changes to Applicable Laws that specifically apply to the Customer's business;
- 5.1.6 not use any Hardware, Software or the Services in a manner inconsistent with Advanced's reasonable instructions or any acceptable use policy as notified to Customer by Advanced from time to time; and
- 5.1.7 carrying out all other Customer obligations and responsibilities set out in the Master Agreement in a timely and efficient manner.

5.2 The Customer agrees that it shall not use the Services and/or Deliverables in a manner that is likely to:

- 5.2.1 contravene any laws or regulations including, without limitation, the Computer Misuse Act 1990;
- 5.2.2 compromise the security and/or integrity of the network or other systems including, but without limitation, introducing viruses or failing to employ appropriate security procedures (other than to the extent that such security procedures are specifically to be provided by Advanced pursuant to the provisions of a Service Order Schedule);
- 5.2.3 involve the sending of unsolicited marketing or advertising materials;
- 5.2.4 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any third party's intellectual property rights, Confidential Information or privacy; and
- 5.2.5 breach or cause Advanced to breach any applicable data protection legislation including but not limited to the Data Protection Act 1998.

5.3 The Customer shall, at all times during and after the Term, indemnify Advanced and keep Advanced indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid Advanced arising from any breach of the Customer's obligations under Clause 5.2.

- 5.4 The Customer is responsible for data cleaning, and for the integrity of any data, including Customer Data, provided to Advanced.
- 5.5 Except to the extent Advanced has specifically agreed in the Service Order Schedule to provide a back-up service as a part of the Services, the Customer is solely responsible for safeguarding its data by taking backup copies, maintaining a disaster recovery process and through any other means the Customer believes appropriate including maintaining up to date anti-virus software.
- 5.6 The Customer is responsible for obtaining all required licences or other consents to enable Advanced to have access to the Customer's System for the purpose of providing the Services and is solely responsible for any costs associated with obtaining such licences and consents.
- 5.7 The Customer shall procure all necessary rights from third parties (including, without limitation, intellectual property licences in relation to computer software) which are from time to time required in order for Advanced to be able legally to provide the Services. Except, as expressly set out in an Service Order Schedule, the Customer shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Services.
- 5.8 The Customer warrants that any equipment that is provided by the Customer to Advanced for the provision of the Services is of an appropriate age and performance standard, and is maintained by appropriate hardware breakfix maintenance services in line with Good Industry Practice.
- 5.9 Wherever Advanced Equipment is delivered and/or installed on a Customer Site the Customer is responsible for insuring the Advanced Equipment upon delivery to the Customer Site.
- 5.10 Wherever Customer Equipment is delivered and/or installed on an Advanced premise(s) including where applicable an Advanced Data Centre, the Customer is responsible for insuring the Customer Equipment upon delivery to the Advanced premises and/or Data Centre.
- 5.11 The Customer is responsible for and shall pay any reasonable extra costs directly incurred by any discrepancies errors or omissions in the orders, drawings, information and decisions supplied in writing to Advanced by the Customer

6. THIRD PARTY PROVIDERS

- 6.1 Where Advanced's performance of its obligations under this Master Agreement involves or utilises services provided or supplied by a Customer Third Party Provider:
 - 6.1.1 the Customer agrees to fully comply with the terms and conditions of the Customer Third Party Providers applicable to the services so provided and agrees to indemnify Advanced against any act or omission of the Customer its employees, agents and sub-contractors that causes Advanced to be in breach of the Customer Third Party Provider terms and conditions; and
 - 6.1.2 the Customer agrees and acknowledges that Advanced cannot and does not commit to ensuring that the services provided by a Customer Third Party Provider are performing (or will perform) to any particular standard or service level.
- 6.2 The Customer agrees not to misuse, use inappropriately or illegally or interfere with any equipment, software or services provided by any Customer Third Party Providers.

7. CUSTOMER DATA

- 7.1 In the event of any loss or damage to Customer Data caused directly by Advanced, the Customer's sole and exclusive remedy shall be for Advanced to use reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Advanced in accordance with its archiving procedure.
- 7.2 Advanced shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by Advanced to perform services specifically related to Customer Data).

8. SUB-CONTRACTORS

- 8.1 Advanced shall be permitted to subcontract any of its obligations to a sub-contractor without the Customer's prior written consent.
- 8.2 Advanced shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own

9. CHARGES

- 9.1 In consideration of the provision of the Services by Advanced in accordance with the Master Agreement, the Customer shall pay the Charges to Advanced as detailed in the Service Order Schedule.
- 9.2 The Customer shall reimburse Advanced for all actual and reasonable travel and other out-of-pocket expenses including, but not limited to, airfares, hotels and meals reasonably incurred by Advanced in performance of the Services.
- 9.3 The Charges and all other amounts stated or referred to in the Master Agreement are exclusive of value added tax, which shall be added to Advanced's invoice(s) at the appropriate rate.
- 9.4 All Charges are subject to an annual increase in line with the then prevailing Retail Price Index Percentage.
- 9.5 The Customer shall pay all invoices within thirty (30) days from the date of an undisputed invoice from Advanced (Due Date). Interest shall accrue on any overdue amounts at the rate of 4% over the base lending rate of HSBC Bank plc, commencing on the Due Date and continuing until fully paid, whether before or after the judgement.
- 9.6 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
 - 9.6.1 the Customer shall notify Advanced in writing as soon as reasonably practicable;
 - 9.6.2 the Customer's failure to pay the disputed Charges shall not be deemed to be a breach of the Master Agreement;
 - 9.6.3 the Customer shall pay the balance of the invoice which is not in dispute by the Due Date;
 - 9.6.4 to the extent that the Customer is obliged, following resolution of the dispute, to pay an amount, then Advanced may charge interest in accordance with clause 9.4 from the original Due Date until the date of payment; and
 - 9.6.5 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within ten (10) Business Days and, where Advanced is required to issue a credit note, it shall do so within ten (10) Business Days.
- 9.7 If full payment of an undisputed invoice is not made by the Customer:
 - 9.7.1 within ten (10) Business Days following the Due Date then, without prejudice to Advanced's other rights, Advanced may suspend any further deliveries of any Services and/or Deliverables under the Master Agreement (or any other contract between Advanced and the Customer) until payment is made in full.
 - 9.7.2 Further to clause 9.7.1, Advanced subsequently reserves the right, without prejudice to Advanced's other rights, to terminate the Master Agreement in accordance with Clause 16.
- 9.8 Advanced may alter the amount of any Charges for the Services during the Service Term, to pass on to the Customer any increase in charges related to the provision of the Services which are imposed by a third party supplier on Advanced.

- 9.9 The Charges specified in the Service Order Schedule are exclusive of, and may be increased without notice as a result of, the imposition by any relevant authority of any tax, impost, levy or charge including but not limited to any 'green levy' such as the carbon reduction commitment or the climate change levy, and non-domestic rates on fibre optic networks. For the avoidance of doubt, only the actual amount will be passed on to the Customer.

10. CONTRACT CHANGE CONTROL

- 10.1 Where the Customer or Advanced see a need to make a Change to this Master Agreement, the Customer may at any time request, and Advanced may at any time recommend, such Change only in accordance with the provisions of Schedule One (Contract Change Control Procedure).
- 10.2 Neither party shall unreasonably withhold its agreement to any Change.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 As between the Customer, Advanced and any Advanced Affiliate, the Customer acknowledges that all Intellectual Property Rights and all other rights in the Pre-existing Materials and the Software are owned by or licensed by Advanced or the relevant Advanced Affiliate. Subject to Clause 11.2, Advanced hereby licenses all such rights other than the Third Party Software to the Customer on a non-exclusive, royalty-free, non-transferable basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services in accordance with the terms of this Master Agreement. If this Master Agreement is terminated for whatever reason, this licence will automatically terminate.
- 11.2 The Customer acknowledges that: (i) its use of any Third Party Software is conditional on compliance with the licence terms and conditions applicable to such software, as notified to the Customer by Advanced or where applicable set out in the Service Order Schedule; and (ii) it shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software.
- 11.3 The Customer will not copy, decompile or modify the Software (except as permitted by law) and will not distribute or disclose the Software to any third party other than as expressly permitted in the applicable Service Order Schedule or as otherwise stipulated in the licence terms.

12. CONFIDENTIALITY

- 12.1 Except to the extent set out in this Clause 12, or where disclosure is expressly permitted elsewhere in the Master Agreement, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential; and
 - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2 Clause 12.1 shall not apply to the extent that:
- 12.2.1 such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
 - 12.2.2 such information was obtained from a third party without obligation of confidentiality; or
 - 12.2.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of the Master Agreement; or
 - 12.2.4 such information was independently developed without access to the other party's Confidential Information.
- 12.3 Advanced may only disclose the Customer's Confidential Information to Advanced's Personnel who are directly involved in the provision of the Services and who need to know the information. Advanced shall ensure that such Advanced's Personnel are aware of, and comply with, these confidentiality obligations.

- 12.4 Advanced shall not, and shall procure that Advanced's Personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Master Agreement.

13. WARRANTIES

- 13.1 Advanced warrants that:

13.1.1 it will provide the Services with reasonable skill and care and in accordance with Good Industry Practice; and

13.1.2 it has full power and authority to enter into the Master Agreement and shall obtain all approvals and consents where necessary for the fulfilment of its obligations under the Master Agreement.

- 13.2 The above warranties are in lieu of all other express or implied warranties or conditions including, but not limited to, implied warranties or conditions of merchantability and fitness for a particular purpose. Advanced specifically denies any implied or express representation that the Services will be fit:

13.2.1 to operate in conjunction with any other hardware items or software products other than with those hardware items and software products that are identified in Service Order Schedule as being compatible with the Services; or

13.2.2 to operate uninterrupted or error-free.

- 13.3 Any unauthorised modifications, use or improper installation of the Services by the Customer shall render all Advanced's warranties null and void.

- 13.4 The Customer warrants that it has full power and authority to enter into this Master Agreement and to perform its obligations under this Master Agreement.

14. LIMITATIONS OF LIABILITY

- 14.1 Except as expressly and specifically provided in this Master Agreement, the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Advanced shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Advanced by the Customer in connection with the Service, or any actions taken by Advanced at the Customer's direction.

- 14.2 Neither party limits its liability for:

14.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 breach of any obligation as to title implied by statute; or

14.2.4 any other act or omission, liability for which may not be limited under Applicable Law.

- 14.3 Subject to clause 14.2 and 14.5 Advanced's total aggregate liability:

14.3.1 in respect of Services Credits, is limited, in each Contract Year, to 10% of the quarterly Service Charges that are payable by the Customer in the applicable quarter;

14.3.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Master Agreement shall in no event exceed the aggregate of the total Charges paid or payable to Advanced during the twelve (12) months preceding the date on which the claim arose; and

- 14.3.3 for any loss or damage to the Customer's tangible property caused by to the other parties negligence shall be limited to an amount of £250,000.
- 14.4 Each of the liability caps set out in this clause shall operate as a separate liability cap for the matters covered by the liability cap in question.
- 14.5 Subject to clause 14.2, neither party shall in any circumstances be liable to the other party for:
 - 14.5.1 any indirect, special or consequential loss or damage; or
 - 14.5.2 any direct or indirect loss of profits (for the avoidance of doubt, nothing in this clause 14.5 shall prevent, restrict or limit in any way Advanced from claiming any Charges capable of being generated pursuant to or in connection with the Master Agreement), business opportunities, loss or corruption of data, loss of revenue, damage to goodwill or pure economic loss.
- 14.6 Where Service Credits are provided as a remedy for failure to meet Service Levels, it shall be the Customer's exclusive financial remedy in respect of such failure, except where:
 - 14.6.1 the failure to perform the Services in accordance with the Service Levels has arisen due to theft, gross negligence, fraud, or wilful default; or
 - 14.6.2 the failure to perform the Services in accordance with the Service Levels results in: corruption or loss of Customer Data due to Advanced's negligence; or
 - 14.6.3 or the Customer being entitled to terminate the Agreement in accordance with clause 16.
- 14.7 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 14 is held to be invalid under any Applicable Law, it shall, to that extent, be deemed omitted. If any party becomes liable for loss or damage which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in this clause 14.
- 14.8 Nothing in this Master Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

15. DATA PROTECTION

- 15.1 With respect to the parties' rights and obligations under the Master Agreement, the parties agree that the Customer is the Data Controller and that Advanced is the Data Processor. Both parties agree to comply with the Data Protection Legislation and neither party shall perform its obligations under the Master Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.
- 15.2 Advanced shall:
 - 15.2.1 process the Customer's Personal Data only for the purposes of performing the Master Agreement and only in accordance with instructions contained in the Master Agreement or the reasonable instructions received from the Customer from time to time during the Term;
 - 15.2.2 not otherwise modify, amend or alter the contents of the Customer's Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the Customer;
 - 15.2.3 at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998;
 - 15.2.4 ensure that only those of Advanced's Personnel who need to have access to the Customer's Personal Data are granted access to such data and only for the purposes of the performance

of the Master Agreement and all of Advanced's Personnel required to access the Customer's Personal Data are informed of the confidential nature of the Customer's Personal Data;

- 15.2.5 not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by the Customer;
- 15.2.6 notify the Customer as soon as practicable if it receives (i) a request from a Data Subject to have access to that person's Personal Data; or (ii) a complaint or request relating to the Customer's obligations under the Data Protection Legislation; or (iii) any other communication relating directly or indirectly to the processing of any Customer Personal Data in connection with the Master Agreement.
- 15.2.7 provide the Customer with full co-operation and assistance in relation to any complaint or request made in respect of any Customer Personal Data;
- 15.2.8 not transfer Personal Data outside the European Economic Area without the prior written consent of the Customer such consent not to be unreasonably withheld or delayed, and, where the Customer consents to such transfer, to comply with (i) the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and (ii) any reasonable instructions notified to it by the Customer.
- 15.3 The Customer acknowledges that Advanced is reliant on the Customer alone for direction as to the extent Advanced is entitled to use and process the Customer Personal Data. Consequently, Advanced shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Advanced's actions to the extent that such actions directly result from instructions received from the Customer.
- 15.4 Each party (as indemnitor) shall at all times, during and after the Term, on written demand indemnify the other party (as indemnitee) and keep the indemnitee indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the indemnitee arising from any breach of obligations by either party under this Clause 15. For the avoidance of doubt, Advanced shall not be liable under this clause 15.4 to the extent that such liabilities have resulted directly from the Customer's instructions.

16. TERMINATION

- 16.1 Without prejudice to any rights of termination set out elsewhere in this Master Agreement, Advanced may terminate this Master Agreement immediately if the Customer fails to pay any undisputed sum due to Advanced, where such sum remains unpaid for thirty (30) days after Advanced has given notice to the Customer that such sum has not been paid.
- 16.2 Either party shall be entitled to terminate this Master Agreement if the other party:
 - 16.2.1 is in material breach of this Master Agreement and shall have failed (where the breach is capable of remedy) to remedy the breach within thirty (30) days of the receipt of a request in writing from the other party to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of this Master Agreement; or
 - 16.2.2 becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986; or
 - 16.2.3 is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

- 16.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income, has passed a resolution for its winding-up (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency), or has a petition presented to any court for its winding up or for an administration order; or
- 16.2.5 has ceased or threatened to cease to trade.
- 16.3 On termination of the Master Agreement for any reason:
 - 16.3.1 Advanced shall immediately cease provision of the Service unless specified to the contrary in the Service Order Schedule;
 - 16.3.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
 - 16.3.3 Advanced may destroy or otherwise dispose of any of the Customer Data in its possession unless Advanced receives, no later than ten (10) Business Days after the Termination Date, a written request for the delivery to the Customer of the most recent backup of the Customer Data. Advanced shall use reasonable endeavours to deliver the backup to the Customer within thirty (30) Business Days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and Charges outstanding at, and resulting from, termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Advanced in returning or disposing of Customer Data; and
 - 16.3.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 16.4 Advanced will, where specified in the Service Order Schedule, provide Exit Management Services, on or prior to termination or expiry of the Master Agreement in accordance with the provisions of the Exit Services schedule.
- 16.5 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 16.6 On termination of this Master Agreement (however arising) the following Clauses shall survive and continue in full force and effect:
 - 16.6.1 Clause 11;
 - 16.6.2 Clause 12;
 - 16.6.3 Clauses 14; and
 - 16.6.4 Clause 30.

17. FORCE MAJEURE

- 17.1 A party, provided that it has complied with the provisions of Clause 17.4, shall not be in breach of this Master Agreement, nor liable for any failure or delay in performance of any obligations under this Master Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"). The corresponding obligations of the other party will be suspended to the same extent.
- 17.2 Any party that is subject to a Force Majeure Event shall not be in breach of this Master Agreement provided that:

- 17.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 17.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 17.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Master Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 17.3 If the Force Majeure Event prevails for a continuous period of more than 30 days, either party may terminate this Master Agreement and/or any Service Order Schedule by giving seven days' written notice to the other party. On the expiry of this notice period, this Master Agreement and/or the relevant Service Order Schedule will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Master Agreement or any Service Order Schedule occurring prior to such termination.
- 18. ANTI BRIBERY**
 - 18.1 Both parties warrant that they shall;
 - 18.1.1 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and all Applicable Laws;
 - 18.1.2 have and shall maintain throughout the Term of this Master Agreement its own policies and procedures, including but not limited to Adequate Procedures in accordance with the Bribery Act 2010, to ensure compliance with relevant requirements and will enforce them where appropriate;
 - 18.1.3 report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Master Agreement or any agreement between the parties subsequent to this Master Agreement.
 - 18.2 Either party may be entitled to terminate the Master Agreement if they have reasonable grounds and sufficient proof to believe that the other party is guilty of corruption or any offences under the Bribery Act 2010 and all Applicable Laws.
 - 18.3 The Customer shall not and shall procure that its employees, agents and/or subcontractors shall not:
 - 18.3.1 offer, give or agree to give any person employed by or on behalf of Advanced or Advanced Affiliate any gift of consideration of any kind as an inducement or reward for doing or have done or not doing an act in relation to the performance of the services or for showing or not showing favour of disfavour to any person in relation to the performance of the services;
 - 18.3.2 enter into this Master Agreement or any other contract with Advanced in connection with which commission has been paid or agreed to be paid by it or on behalf or to its knowledge unless, before such contract is entered into, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof are disclosed; or
 - 18.3.3 contravene with any laws or regulations, including without limitation to Bribery Act 2010.
- 19. VARIATION**
 - 19.1 This Master Agreement may not be varied except by an agreement in writing expressed to vary the Master Agreement signed by duly authorised representatives of the parties.

20. WAIVER

- 20.1 A waiver of any right under the Master Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 20.2 Unless specifically provided otherwise, rights arising under the Master Agreement are cumulative and do not exclude rights provided by law.

21. SEVERANCE

- 21.1 If any provision of the Master Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of the Master Agreement that is fundamental to the accomplishment of the purpose of the Master Agreement is held to any extent to be invalid, Advanced and the Customer shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

22. NON-SOLICITATION AND EMPLOYEES

- 22.1 During the Term and for a period of six (6) months after its termination, each party undertakes with the other that without the prior written consent of the other it will not on its own account or for any other person, firm company or other entity and whether directly or indirectly solicit, interfere with or endeavour to entice away any employee of the other or any employee of any company associated with the other with whom the first such party has dealt in relation to the Master Agreement or any ancillary arrangement to the Master Agreement.
- 22.2 If either party hires an employee of the other party in breach of clause 22.1, the hiring party shall pay to the other party an amount equal to six (6) months of the full value of the salary that the employee was receiving at the time of their resignation. The parties agree that this is a genuine estimate of the loss that would result from a breach of this clause.
- 22.3 The Customer agrees to indemnify Advanced and keep Advanced indemnified against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by Advanced arising out of or connected with the transfer or alleged transfer of the employment or engagement of any employee of the Customer or the Customer's Incumbent Provider to Advanced pursuant to the Employment Regulations or otherwise.

23. ENTIRE AGREEMENT

- 23.1 This Master Agreement constitutes the entire agreement and understanding between the parties and supersedes all proposals or prior agreements, arrangements and undertakings (whether orally or in writing) between the parties relating to the subject matter of this Master Agreement.
- 23.2 The Customer undertakes that it has not entered into this Master Agreement in reliance on any representation, promise or statement which is not expressly set out in this Master Agreement. Except as expressly provided in this Master Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law.

24. ASSIGNMENT

- 24.1 This Master Agreement is personal to the parties. Neither party shall assign, novate, or otherwise dispose of this Master Agreement, except as permitted by this Clause without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 24.2 The Customer and Advanced (each an "Assignor") shall be entitled to assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Master Agreement without the consent of the other party: (i) to any of that Assignor's Group Companies provided that the Assignor can provide sufficient evidence to reasonably establish on the balance of probabilities that such Group Company is

of sufficient financial standing so as to be able to honour its payment and other financial obligations under this Master Agreement; (ii) to any legal entity purchasing substantially the whole of the business to which the Services relate provided that it agrees to provide guarantees sufficient to safeguard the payment and other financial obligations under this Master Agreement.

25. RELATIONSHIP OF THE PARTIES

- 25.1 Nothing in the Master Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

26. THIRD PARTY RIGHTS

- 26.1 This Master Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to the Master Agreement.

27. NOTICES

- 27.1 Any notice to be given or made by either party under or in connection with this Master Agreement shall be in writing and shall be given or made to other at its registered address (or to such other address as either party to this Master Agreement may from time to time notify to the other in writing in accordance with this clause). Every notice, if so addressed, shall be deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the relevant party, if sent by prepaid first class post, two (2) Business Days after the date of posting and if transmitted by facsimile, at the time of transmission (provided a confirmatory letter is sent by prepaid first class post) provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given or made on a day which is not a Business Day or after 16.00 hours on a Business Day, such notice shall be deemed to be given or made at 09.00 hours on the next Business Day.

28. DISPUTE RESOLUTION

- 28.1 If a complaint or dispute (a "Dispute") arises in connection with this Master Service Agreement, then, without prejudice to either party's other rights and remedies, Advanced and the Customer shall operate the procedures set out in Schedule Two (Dispute Resolution).

29. COUNTERPARTS

- 29.1 This Master Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument which shall only be deemed executed when counterparts executed by both parties are delivered.

30. APPLICABLE LAW AND JURISDICTION

- 30.1 The construction, performance and validity of this Master Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Master Agreement.

Service Order Schedule

Master Agreement Reference	ABS/70
Service Order Schedule Reference	ABS/
Previous Service Order Schedules	

This Service Order Schedule is entered into pursuant to the Master Agreement. The signature by the Customer of this Service Order Schedule shall represent the Customer's acceptance of the provisions of the Service Order Schedule which constitutes a separate binding contract between Advanced and the Customer subject to the terms of the Master Agreement, the terms of which are incorporated in this Service Order Schedule.

[Drafting Note: amend to reflect what is procured]

1. SCOPE

1.1 Provision of the following:

1.1.1

2. SERVICE LEVELS

2.1 The Service Levels for the Managed Services and the Migration Software and Support Services are detailed in Appendix B.

3. EFFECTIVE DATE

3.1 The Effective date is the signature date of this Service Order Schedule.

4. SERVICE COMMENCEMENT DATE

4.1 The Service Commencement Date is [].

5. SERVICE TERM

5.1 The Service Terms are as follows: []

6. CHARGES

6.1 The Charges and payment terms are specified in Appendix C (Charges and Payment Terms):

7. APPENDICES AND SCHEDULES

7.1 The following Appendices form part of the Service Order Schedule and the Master Agreement:

7.1.1 Appendix A Licence and Specification

7.1.2 Appendix B Support Services

7.1.3 Appendix C Charges and Payment Terms.

7.2 The following Schedules form part of the Service Order Schedule and the Master Agreement.

7.2.1 Schedule One Contract Change Control Procedure

7.2.2 Schedule Two Dispute Resolution

7.2.3 Schedule Three Transfer Regulations.

8. ADDITIONAL TERMS

- 8.1 Additional terms and conditions to the terms of the Master Agreement are specified in the relevant Appendices, and shall form part of the Master Agreement.

For and on behalf of Advanced Business Software and Solutions Limited		For and on behalf of []	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	

CONFIDENTIAL

Section 1: Additional Terms

Licence and Support Attachment (the “Attachment”)

1. DEFINITIONS

“Additional Items” means additional modules, Licence Metrics provided after the initial purchase of Software.

“Additional Risks” means the additional information governance, privacy, security, data and other risks when using the relevant Software and Hardware and which are created or caused by, or arise as a result of, a Security Change, including without limitation any risks that We or You may identify and notify to each other.

“Bespoke Modifications”: custom software source code developed by Us to an agreed specification, which includes but is not limited to customised configurations, displays, formats and reports.

“Documentation”: the user instructions, release notes, manuals and on-line help files in the form generally made available by Us, regarding the use of the applicable Software or Services, as updated by Us from time to time.

“Certified Operating Environment” or “COE” means hardware, operating system, middleware, database products and other software on which We or Our licensors, as applicable, indicate a Software will operate.

“Clinical Database” means the entire clinical content of the Software known as Odyssey and all relevant modules but excluding any Customer database. This includes all questions, question rationales, differential diagnoses, prompts, weightings, suggested answers, colour changes, methodologies, suggested actions, suggested examinations and clinical management advice.

“Delivery Date” means for electronic Software delivery, the date on which the Software and/or licence keys are made available to You.

“Demand” means any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

“Error” means a material failure of a Software to conform to its functional specifications described in the Documentation that is reported by You to and replicable by Us.

“FOIA” means the Freedom of Information Act 2000 and any subsequent amendment or statute replacing such Act.

“Recommended Security” means Our specific “lock down” security specifications and mechanisms in accordance with recommended information governance and security requirements which have been subject to penetration testing recommended in connection with the Software installation, operation and use on designated Hardware.

“Interface” means a Software module that facilitates the movement of data between a Software interface and a third party system interface.

“Installation Date” means the on the day We notify You in writing that We have completed the installation of the initial Software.

“Licence Metrics”: the limitation on the usage of each element of the Software as designated and/or defined in the applicable Service Order Schedule by a term such as the number of concurrent users, named users, CPUs and the like. Common Licence Metrics for Us with definitions are as follows:

Concurrent Users: the total number of users that can access the system at any one time.

Fee Earner: a Fee Earner includes Partners, Solicitors, Legal Executives, Paralegals, Assistant Solicitors, Trainees, Associates and any other personnel whose time is charged against client work. Fee Earners may be employed either directly or indirectly by You on a part-time or full-time basis to carry out work for Your clients irrespective of the office location of the Fee Earner.

Named Users: total number of users that can use the system based on licences provided to named individuals.

Employee Records Per Annum: a metric used in human capital management to identify the total number of employees processed within the relevant system.

Site: No limits on usage by user numbers. Limited to a single instance of the Software unless otherwise agreed.

Server: licence is granted per server.

PC: licence is granted per personal computer or terminal.

Per Item/Invoice/Transaction: Charges are made per item/invoice/transaction, to reflect volume metrics. Number of items/invoices/transactions not known at point of order.

(Pre-Paid) Per Item/Invoice/Transaction: Charges are made per item/invoice/transaction, to reflect volume metrics. A pre-agreed number of items/invoices/transactions set out in the Service Order Schedule and paid in advance.

“Licensed Companies” means the company or companies named on the Service Order Schedule, each of which is a subsidiary (as such term is defined in s1159 Companies Act 2006) of Yours unless otherwise agreed in writing.

“Licensed Materials”: Software, training materials, and/or any deliverables under Professional Services and Services collectively.

“Our Software”: software product in machine readable object code (not source code) owned by Us, the Documentation for such product, and any Updates thereto. “Our Software” excludes Third Party Products.

“Professional Services”: data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, Bespoke Modification development, training, project management and other consulting services.

“Software”: Our Software, Bespoke Modifications and Third Party Product software that You procure from Us, collectively.

“Support Services” or “Support”: (i) for supported Software, the technical assistance for the level of assistance selected by You, and provision of Updates if and when available, (ii) for supported Hardware, the technical assistance with supported hardware indicated on the Service Order Schedule, for the level of assistance You selected. Support is provided subject to the terms of Our Support Policies (as may be amended by Us from time to time) in effect at the time the Support services are provided. A current version of such Support Policies can be found on Our Customer Portal or are available on request (“Support Policies”).

“Security Changes” means changes to and/or removal of elements of the Recommended Security from the relevant Software and Hardware as requested by You to facilitate additional functionality of the Hardware, whether such Security Changes are implemented by Us as Professional Services or by You.

“Software Database Schema” means a diagram which sets out the interrelationship between individual data tables within the relevant Software SQL Database.

“Software SQL Database” means the underlying database which forms the data store for the relevant Software.

“Support Contacts” means the person(s) authorised by You and registered by You with Us to communicate with Us to request and receive the Support Services. The maximum number of Support Contact(s) is one, unless otherwise agreed in writing with Us. Additional fees apply if You require additional Support Contacts.

“Third Party EULA” or “EULA”: the end user licence agreement (if any) which governs Your use of or access to the applicable Third Party Product. This may take the form of a document which is published by the third party supplier and accompanies the Third Party Product that You procure from Us, or any terms determined by the relevant third party supplier on which We are entitled to sub-license the Third Party Product to You. Common EULAs may be found at <https://www.oneadvanced.com/collateral-terms/>.

“Third Party Product”: software in object code form, database, service or content, including Documentation, updates and enhancements thereto if any, owned by an entity other than Us.

“Updates”: a new version of Software, if and when developed after the effective date of the Service Order Schedule, which We make generally available to Our customers as part of Software Support services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions to the Software that enhance existing performance. Updates exclude new products, modules or functionality for which We generally charge a separate fee.

“We/Us/Our” means Advanced Business Software and Solutions Limited.

“You” means the Customer listed on this Agreement.

DELIVERY, INSTALLATION AND ACCEPTANCE.

- 2.1. Software Delivery. We will deliver to You access to a machine-readable copy of the Software, or the relevant licence keys as applicable. We reserve the right to make partial deliveries and to make the Software and Documentation available in electronic format. Delivery dates are good faith estimates.
- 2.2. Installation. Professional Services from Us are required for installation and deployment of the Software, which You are responsible for procuring from Us.
- 2.3. Acceptance. Acceptance of the Software shall be deemed to take place on the Installation Date, save for any Third Party Product that You procure from Us, acceptance of which shall be deemed to take place on the Delivery Date.

LIMITED LICENCE

- 3.1. Licence Grant. Subject to timely payment of the applicable fees and the terms and conditions of this Attachment and the Master Agreement, We grant to You and (if applicable and where noted, the Licensed Companies), for the Term of this Agreement a personal, non-transferable, non-assignable, non-exclusive, indivisible, licence to run and use the Software solely on the COE, for Your own business operations as enabled by the licence keys (if applicable), and use the Documentation in connection with such use of the Software. You may use the Software only as described in this Agreement.
- 3.2. Licence Metrics. Use of the Software is expressly limited to the maximum number of Licence Metrics and the use rights and limitations as set forth herein. Additional Licence Metrics and associated Support Services must be purchased under an written change control note at the pricing and under the licensing model in effect at the time the additional licences and services are added, in the event actual use exceeds the licensed quantities. Support Services related to Additional Items shall be prorated so as to coincide with the remainder of the Term of this Agreement.

- 3.3. Third Party Products.
 - 3.3.1. Where We supply Third Party Products to You or Our Software incorporates Third Party Products, You undertake that You shall use the Third Party Products solely in conjunction with Our Software and You shall have no broader use rights with respect to the Third Party Products than You have to Our Software. You acknowledge and accept that it may be necessary for Us to impose certain additional obligations on you in respect of such Third Party Products You procure from Us, therefore, wherever the Service Order Schedule details Third Party Products being supplied under the Agreement, You agree to observe the Third Party EULA in addition to the terms of this Attachment.
 - 3.3.2. Where We do not supply any Third Party Product, and Third Party Product(s) is/are required for deployment of Our Software or otherwise are used in connection with Our Software (i.e. You source Third Party Product(s) elsewhere), it is Your responsibility to source and maintain such Third Party Product independently of Us. Further, You shall supply to Us and keep updated any details of the Third Party Product licences such as limits or restrictions, where such limits or restrictions will materially affect any Services provided by Us. In these circumstances, We accept no liability whatsoever in respect of the Third Party Product and You shall fully indemnify Us against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement of any intellectual property right by Our use of Third Party Product in connection with the Agreement.
- 3.4. Licensed Companies. You may authorise use of the Software by a Licensed Company, provided (i) such Licensed Company agrees in writing to abide by the terms of the Agreement, and (ii) the combined use of the Software or Services hereunder by You and Licensed Companies shall in no event exceed the Licence Metrics authorised under the applicable Service Order Schedule. For the avoidance of doubt, use by a Licensed Company under this provision DOES NOT grant such company a licence to use the Software in their own right, but only by virtue of their relationship with You, Our licensee. On termination of the Agreement or an Service Order Schedule between You and Us, all rights granted to Licensed Companies shall also terminate. You hereby guarantee the performance of all terms and obligations of the Agreement by any such Licensed Company and agree to comply with any injunction arising out of any breach by a Licensed Company of the Agreement. Any breach of the Agreement by any Licensed Company shall be deemed to be a breach by You, and We will enforce the applicable terms and obligations of the Agreement against You in such circumstances.

SOFTWARE SUPPORT SERVICES

- 4.1. Scope. Subject to Your timely payment of applicable Support fees, We will provide the Software Support services in accordance with the Support Policies for the maintenance plan indicated in the Service Order Schedule during the Term of this Agreement. In the event the Support Policies indicate variable maintenance plans (e.g. bronze silver or gold) all licences in Your possession must be supported under the same maintenance plan. Support is provided for all Software; however in respect of Third Party Product(s) that You procure from Us, such service may be amended from time to time to reflect the level of service We receive from the relevant owners/licensors. Support for Bespoke Modifications is subject to payment of additional Support fees, as specified in the Service Order Schedule.
- 4.2. Updates. Subject to Your timely payment of applicable Support fees, You are entitled to receive Updates of Our Software free of charge for the Licence Metrics granted to You. Charges may apply in respect of Third Party Product(s). You are responsible for installing promptly all Updates, or requesting Us to do so on your behalf subject to our Professional Services fees. All Professional Services required to install Updates will be chargeable by Us at the then prevailing day rates. Updates are provided if and when available, and We are under no obligation to develop any future programs or functionality.
- 4.3. Exclusions. We are under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than Us or Our licensors; (ii) a release/version for which Support has been discontinued unless expressly agreed in writing; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by Us.
- 4.4. Support Term. Support and payment obligations for Support fees start on the Delivery Date and continue through the expiration of the Term of this Agreement.
- 4.5. Effect of Term Expiration or Termination. In the event that Your Support is not renewed or is otherwise terminated, Your licence to the Software shall automatically terminate. Upon Your request, We may grant You limited, read-only access to certain components of the Software, all of which is subject to the payment of applicable fees and Our standard terms for such read-only access.
- 4.6. Support Fees. Support must be paid for all Software and all associated Licence Metrics, including Additional Items. You may not purchase or renew Support for a subset of Your licences only. Fees for Support do not include installation, implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems or Bespoke Modifications (unless noted in writing).

- 4.7 Software Life Cycle. It is Your responsibility to keep the Software up to date by promptly deploying all Updates We provide or engaging Us to do so on Your behalf. We reserve the right to suspend provision of Support to You if the Software is not kept up to date, and further We may terminate this Attachment and all licences granted hereunder if the Software is not updated within a reasonable time following suspension. If an Error was corrected or is not present in a more current version of the Software, We shall have no obligation to correct such Errors in prior versions of the Software. We may, at some point in the future, end of life or mature versions of the Software in place of later versions or end of life the Software for substitute software. Details of our Software Life Cycle may be included in Our Support Policies. A copy of the Software Life Cycle is available on request.
- 4.8 Your Other Responsibilities.
- 4.8.1 You undertake to ensure that all appropriate users receive initial training services sufficient to enable You to effectively use the Software. Failure to do so could result in additional fees if Support service requests are deemed excessive as a result of insufficient training, at Our discretion.
- 4.8.2 You shall ensure that Our assigned technical personnel are able to access Your system remotely. You shall be responsible for providing Us access under such security arrangements as agreed between the parties. We alone shall decide whether access to the system is sufficient for Support purposes. The Support service shall be conditional upon You having (i) provided such information and assistance as may be reasonably expected in respect of any malfunction in the Software; (ii) incorporated all Updates issued by Us; (iii) not otherwise changed the Software; and (iv) arranged for appropriate training in the Software for your users
- 4.8.3 You agree to ensure suitably experienced personnel are available to Us if required.
- 4.8.4 You agree to report all suspected Errors and questions through Your Support Contact(s) to Us. Failure by You to so notify Us within 30 days of Your first becoming aware of the Error in the Software or any incorrect working of the Software shall free Us from all obligations to provide Support Services in respect of such Software. Support Contact(s) are required to undergo Our training courses prior to being confirmed as "Support Contact". Reports will include all pertinent information regarding Your deployment and use of the Software and the circumstances under which the problem occurred. When submitting a service request, a Support Contact should have a baseline understanding of the problem encountered and an ability to reproduce the problem in order to assist Us in diagnosing and triaging the problems. If You make unreasonable, excessive or inappropriate use of the Support, then We may at Our absolute discretion either suspend or charge extra for such Support and invoice You, and You agree to pay, for the additional charges in respect of time spent supplying such Support at the then current rates.

WARRANTIES AND DISCLAIMERS.

- 5.1 Our Software. Without prejudice to the disclaimers included in the Master Agreement, We undertake that, provided it is operated in accordance with Our instructions, Our Software will materially perform in accordance with the Documentation.
We are not responsible for any claimed breach of any warranty set forth in this clause caused by: (i) modifications made to Our Software by anyone other than Us; (ii) the combination, operation or use of Our Software with any items that are not part of the COE; (iii) Your failure to use any Updates that We made available to You; (iv) Our adherence to Your specifications or instructions; or (v) You deviating from Our Software operating procedures described in the Documentation.
- 5.2. Third Party Products. We warrant that We are an authorised distributor of any Third Party Products listed on the Service Order Schedule to be supplied to You by Us. We make no warranty with respect to any Third Party Products. Your sole remedy with respect to Third Party Products shall be pursuant to the original licensor's warranty, if any, to Us, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" basis, without warranties or conditions of any kind, whether oral or written, express or implied.
- 5.3. Interfaces. If We develop and provide any Interface from Our Software to the products or services of a third party, those products and services are not part of the Software, We make no warranties or representations of any kind with respect to those products and services. Only the Interface developed by Us shall form part of Our Software. You assume all risk of loss arising from the use of those products and services.
- 5.4. For the avoidance of doubt, the warranties disclaimers set forth in the Master Agreement apply.

TERM AND TERMINATION.

6. This Attachment and the licences granted hereunder may be terminated in accordance with clause 16 of the Master Agreement. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. For the avoidance of doubt, the Support provisions set forth above applies to all Licence Metrics purchased by You as of the Effective Date, plus any Additional Items purchased during the Service Term on a pro-rata basis from the date of purchase.

HEALTH AND CARE SPECIFIC TERMS

For the avoidance of doubt, this Attachment applies wherever We supply any Software, Services, Hardware or any other element to You which is or is used in conjunction with the Intellectual Property of Our Group company Advanced Health and Care Limited ("AHC").

GENERAL

- 7.1 Security Changes. If You require Security Changes the following terms and conditions apply:
- 7.1.1. You must provide to Us a list of personnel who are authorised to request a Security Change on Your behalf ("Authorised Personnel").
 - 7.1.2. If You require Us to implement a Security Change, You must submit a request for change form ("RFC") duly signed by Authorised Personnel. We will not implement a RFC unless it has been signed by Authorised Personnel.
 - 7.1.3. On receipt of a RFC, We shall undertake an impact analysis on the requested Security Change which shall include:
 - (a) an assessment of which aspects of the Recommended Security will need to be deactivated or downgraded in order to implement the Security Change; and
 - (b) detail of any Additional Risk which We may identify provided that any identified Additional Risks are not intended to be an exhaustive list of all Additional Risks that may arise from the Security Change.
 - 7.1.4. All RFCs that are accepted and implemented by Us shall be stored and held by Us and made available for inspection by You on reasonable request.
 - 7.1.5. You must test the Software and Hardware with the Security Changes implemented before use in a live environment and only use such Software and Hardware in a live environment once You are satisfied that such use will not compromise the health and safety of any person or the security or integrity of any personal data of any person. You shall provide such evidence as We may reasonably require to demonstrate compliance with this clause 7.1.5.
 - 7.1.6. If We implement any Security Changes on Your behalf or You implement any Security Changes with or without Our approval or knowledge, You unconditionally and irrevocably accept responsibility for the Additional Risks and all Demands that may arise directly or indirectly in connection with or arising from the Additional Risks. Accordingly You undertake to indemnify Us in respect of any Demands suffered or incurred by Us, directly or indirectly, arising from or in connection with (a) any Additional Risk; (b) the Software and Hardware not having the Recommended Security; (c) the Security Changes; and/or (d) any breach of law (including privacy and data protection legislation and regulations) directly or indirectly arising from or caused by an Additional Risk or the Software and Hardware not having the Recommended Security.
- 7.2. FOIA. We acknowledge that You may be subject to the requirements of the FOIA and shall provide reasonable assistance and cooperation to You to the extent information is requested in connection with the Agreement to enable You to comply with Your disclosure obligations. You shall consult with Us prior to any disclosure of such information pursuant to FOIA or any application of any exemption under the FOIA and in particular will take into account Our submissions as to whether information is commercially sensitive information and is exempt from disclosure under the FOIA.

LICENSING AND SUPPORT

- 8.1. Additional Obligations: Unless otherwise agreed by Us and to the extent applicable to the Software licensed to You pursuant to the terms of the Software Licence and Support Attachment, You undertake:
- 8.1.1. to provide all relevant information on call management processes and information flows to facilitate configuration of the Software;
 - 8.1.2. to agree all clinical outcome coding procedures, including read codes, to be used with the Software;
 - 8.1.3. to agree all clinical protocols and formularies governing and supporting the recording of drugs issued or prescribed using the Software;
 - 8.1.4. to be solely responsible for the accuracy and clinical appropriateness of all clinical codes, outcomes, prescription drugs supplied or prescribed and dosage information applied to the Software and You further undertake to indemnify Us in respect of any Demands We may incur or suffer or made against Us by third parties in the event of any inaccuracies in or inappropriateness of such information;
 - 8.1.5. to be solely responsible for any configuration of the Software requested or mandated by You and all templates and edit work flows You require to be incorporated into the Software;
 - 8.1.6. to be solely responsible for any data and other information You or Your users can use or access by use of the Software (whether by use of Third Party Products or third party services or access by use of the Software to resources and other facilities or otherwise) which are supplied by a third party and We shall not be liable for any Demand arising from any inaccuracy or use of such data and information;
 - 8.1.7. not to use the Software (in whole or in part) to create or develop a product or application which competes or potentially competes with the Software or which has a use or facilities and/or functions which is/are the same as or similar to or substantially the same as or similar to the Software.

- 8.2. Odyssey Disclaimer. If You purchase a licence to the use the Odyssey range of health Software (“Odyssey”), this clause applies and You must read this section carefully:
- 8.2.1. You acknowledge that the Odyssey Tele Assess module and the related Clinical Database:
- (a) provides a decision support system. Odyssey Tele Assess is not intended to be a diagnostic tool, but to support decision making;
 - (b) is designed to give clinically-qualified persons, when making decisions and giving care and advice to a patient, guidance from a clinical knowledge base that the user relates to a patient’s condition and needs; and
 - (c) final decisions on care and advice are left to the professional judgement of the person using Odyssey and the organisation responsible for their work.
- 8.2.2. You acknowledge that the Odyssey Tele Assess and the related Clinical Database:
- (a) has been designed to provide decision support for telephone consultation by assisting the clinician in history taking, identifying the need for further assessment and giving advice to the caller;
 - (b) is used to assist the clinician record information about the patient and to prompt the clinician to ascertain further information before deciding on how urgently care is required, and offering advice appropriate to the patient’s needs;
 - (c) is not a diagnostic tool, it is designed to provide support to the clinician making the decision about the need for and urgency of further care, to provide information for managing problems, and to maintain a detailed record of the consultation; and
 - (d) provides guidance for non-professionally qualified staff to prioritise calls for clinician assessment. All such staff must undergo specified training before attempting to use this module of Odyssey Software. Clinical governance issues of using non-professionally qualified staff in this role must be addressed by the Customer.
- 8.2.3. You acknowledge that the Odyssey Self Assess module and the related Clinical Database:
- (a) provides a decision support system. Odyssey Self Assess is not intended to be a diagnostic tool, but to support decision making;
 - (b) is designed to give persons, when seeking care and advice, guidance that is related to their condition and needs, and which the person can choose whether or not to follow;
 - (c) has been designed to provide decision support by assisting the user in assessing and identifying the need for further clinical attention and giving relevant self-care advice;
 - (d) assists the user to input information about their problem and based on this provides guidance on how urgently clinical care may be required; and
 - (e) provides standard self-care advice where the user’s assessment has not indicated an urgent medical problem.
- 8.2.4. Subject to clause 14.2 of the Master Agreement, You acknowledge and agree that We will not be liable for:
- (a) (in the case of Odyssey Tele Assess) decisions and advice given by professional or non-professional staff employed or engaged by You when using Odyssey and the related Clinical Database and any adverse consequences of that decision or advice; all liability for such decisions or advice remains Your responsibility; and
 - (b) (in the case of Odyssey Self Assess) decisions and advice accepted by the user when using Odyssey and the related Clinical Database and any adverse consequences of that decision or advice; all liability for such decisions or advice accepted by the user remains the user’s responsibility.
- 8.2.5. When deploying Odyssey Self Assess You shall ensure a user disclaimer shall be presented at the start of an assessment stating:
 “This assessment tool is not a substitute for professional medical advice, diagnosis or treatment. If you believe you have an urgent medical problem you should call your general practitioner, NHS 111 [or NHS 24] or equivalent immediately or in the case of emergencies dial 999 or equivalent number. Do not ignore medical advice that you have received from a healthcare professional because of something you have read on this site”
- 8.2.6. It is Your responsibility to review the Clinical Database, and any updated version or new release of the Clinical Database to ensure that You agree with the proposed questions, answers, rationales differential diagnoses, prompts, weightings, methodologies, examinations, actions and clinical management advice contained in the Clinical Database. You must confirm that You have undertaken this review and are satisfied that You are fully able to operate the Clinical Database in a manner which is safe and poses no risks to patients and others.
- 8.2.7. We shall use commercially reasonable efforts in the compilation of the Clinical Database, according to processes and procedures that have been accredited by NICE, so that the Clinical Database is a summary of best medical practice drawn from a variety of sources including the agreed consensus of all customer sites. Whilst the Clinical Database is offered in good faith, the Clinical Database relies on the input from the customer sites and other sources for its accuracy. Accordingly We cannot and do not warrant or guarantee that the Clinical Database will adequately cover every patient’s medical condition, or that every piece of information supplied in the Clinical Database is correct.

- 8.2.8. You must report any concerns relating to the Clinical Database as soon as they are identified, or enhancements or changes are considered by You to be needed to the Clinical Database using Our electronic feedback email address of: AHC.MedicalFB@oneadvanced.com. These enhancements or changes may then be actioned in the next issue of the Clinical Database after being considered by Our clinical knowledge unit. Where an enhancement or change has (in Our reasonable opinion) serious implications, We will notify You of the problem within a reasonable period of time and in advance of it being actioned in the Clinical Database.
- 8.3. Schema Licence. If You require access to the Software Database Schema the following terms and conditions shall apply:
- 8.3.1. We grant to You a personal, non-transferable, non-assignable, non-exclusive, indivisible, licence to use Software Database Schema for the purpose of generating, compiling and otherwise preparing customised reports in conjunction with the Software from within the Software SQL Database ("Purpose").
 - 8.3.2. For the avoidance of doubt, the Software Database Schema shall only be used by You for the Purpose and exclusively in conjunction with the Software and for no other purpose. You have no right to amend or modify the Software Database Schema.
 - 8.3.3. The Software Database Schema and any Intellectual Property or other proprietary rights of whatever nature in the Software Database Schema are and shall remain Our exclusive property and We reserve the right to sell, license, modify or otherwise exploit or deal with the Software Database Schema at Our discretion. You shall not acquire in any way any title, rights of ownership, Intellectual Property or other proprietary rights of whatever nature in the Software Database Schema or in any copies thereof.
 - 8.3.4. You agree not to remove, suppress or modify in any way any proprietary marking including trademark or copyright on or in the Software Database Schema.
 - 8.3.5. You acknowledge and agree that the Software Database Schema constitutes Our Confidential Information and is disclosed to You subject to the confidentiality provisions set out in the Master Agreement.
 - 8.3.6. Your licence to use the Software Database Schema shall terminate automatically on termination of Your licence to Use the Software. On termination You undertake to cease and to procure that all Your personnel cease to use the Software Database Schema, and at Our option, You shall either return to Us the Software Database Schema together with all copies of the whole or part thereof, in any form, including partial copies and modifications and/or You shall destroy the same and certify to Us in writing that they have been destroyed. This shall include erasing the Software Database Schema and from any magnetic media or equipment on which it is stored.
 - 8.3.7. You undertake to indemnify Us in respect of any Demands suffered or incurred by Us, directly or indirectly, arising from or in connection with any breach by You of this clause 8.3.
- 8.4. Geographical Use. Your licence to use the Software is limited to use at a Location within the UK, the Republic of Ireland and/or the Channels Islands. We reserve the right to grant to You a licence to use the Software at a Location in a territory other than UK, the Republic of Ireland and/or the Channels Islands ("Overseas Territory") subject to the following terms and conditions. Unless otherwise expressly agreed by Us in Writing:
- 8.4.1. any licence to use the Software in an Overseas Territory must be specifically set out in writing;
 - 8.4.2. You shall be responsible for obtaining any necessary licences or permits necessary for the entry, delivery and/or use of the Software in the Overseas Territory and You shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Software in the Overseas Territory.
 - 8.4.3. We supply and licence the Software on the basis that it is compliant with the local law in UK, the Republic of Ireland and/or the Channels Islands. Accordingly We provide no warranties, representations or guarantees that the Software is compliant with local laws and regulations applicable to the Overseas Territory ("Local Regulations") and the You accept the risk of any non-compliance.
 - 8.4.4. You are solely responsible for informing Us of all Local Regulations affecting the supply, licensing, sale and/or use of the Software in the Overseas Territory which are in force at the Effective Date of the relevant Service Order Schedule and shall give Us as much advanced notice as is reasonably possible of any prospective changes in the Local Regulations. You shall indemnify Us for any Demand suffered or incurred by Us as a result of or in connection with the Software not complying with Local Regulations or Us otherwise being in breach of Local Regulations by performing the Agreement in accordance with its terms.
 - 8.4.5. You are solely responsible for informing Us of any customisation of any Software necessary to render the Software compliant the Local Regulations.
 - 8.4.6. The support hours applicable to the Support of the Software shall be based on GMT (or BST during the relevant time period when the UK is subject to BST).
- 8.5. Integration. You are permitted to Interface the Software with other systems or products operated by You subject to using Our API (application programme interface) and subject to Our assessment that any such interface will not (a) have an adverse effect or impact on or otherwise compromise the operation the Software or any data generated or processed by the Software (including any data input or output) or (b) create a risk to health or safety of any person. You are not permitted to Interface the Software (including exporting data or reports from the Software to input into

another product for processing and re-input into the Software) by any API or other means (including by way of emulation) not approved or recommended by Us. You agree to indemnify us for any Demand We may suffer or incur in connection with or which arises as a result of such unauthorised interface or interoperability.

- 8.6. Integrated Third Party Product. We reserve the right to change, modify, replace, and/or add any Third Party Product or other third party software (including open source software) which is integrated and forms part of Our Software provided such change, modification, replacement and/or addition shall not adversely affect the functionality of the Software.
- 8.7. Right to discontinue modules. We reserve the right to discontinue the licence in respect of any module or functionality of Our Software and/or cease to provide Support Services in respect of such module or functionality provided We give You not less than 6 months' notice of such discontinuance/cessation. Where We decide to discontinue or withdraw a product comprising part of Our Software from the market (for example, We cease to continue with and implement a programme of continuous development, updating and improvement in respect of that so that it continues to be capable of complying with applicable legal, fiscal and regulatory requirements and therefore decide to cease to licence that Software to customers) (being "Discontinued Software"), We shall provide You with as much prior notice as is reasonably practicable of any proposed Discontinued Software and shall use commercially reasonable efforts to ensure that such notice is not less than 6 months. If We notify You of any Discontinued Software, the licence in respect of that Discontinued Software shall terminate and the Software Licence and Support Services Attachment shall terminate in respect of that Discontinued Software only, with effect from the discontinuance date as notified by Us to You, unless the parties otherwise agree in writing.
- 8.8. Support Calls. We reserve the right to monitor and record telephone calls to Our helpdesk in accordance with Our statutory obligations and data protection legislation. The purpose of the monitoring and recording is to monitor the quality of services and staff training. You must advise all Your personnel and representatives of this policy and procure that they consent at all times to such monitoring and recording.

Annex One: Service Parameters

CONFIDENTIAL

1. SCOPE

Section [] : Additional Terms

1. DEFINITIONS

CONFIDENTIAL

Annex One: Parameters

1. SOFTWARE

Description	Quantity	Licence Metric
		Named Users*/Concurrent Users*/Portable Users* (*delete as appropriate)

2. THIRD PARTY SOFTWARE

Description	Quantity	Licence Metric
		Named Users*/Concurrent Users*/Portable Users* (*delete as appropriate)

3. WARRANTY PERIOD

- 3.1 The Software Warranty Period is a period of ninety (90) days commencing on the Software Installation Date

4. DELIVERY DATES

- 4.1 Specify the relevant dates] or if appropriate [Please refer to the Project Plan].

5. CUSTOMER EQUIPMENT

- 5.1 Insert description and quantity]

Charges and Payment Terms

1. CHARGES

- 1.1 The Charges are as follows:
- 1.2 All Charges exclude Value Added Tax which shall be added to the invoice at the then prevailing rate.
- 1.3 All Charges exclude reasonable, travel, living and accommodation expenses.
- 1.4 Advanced will on the first anniversary of the Service Commencement Date and on each anniversary thereafter be entitled to increase the Service Charge by the then prevailing Retail Price Index percentage.
- 1.5 In the event there is any delay, which occurs through no fault of Advanced any recurring charges become due on the original agreed planned operational date. If such delay results in Advanced having to provide additional resource or undertake additional tasks, then Advanced reserves the right to charge the Customer for such additional resource or tasks.
- 1.6 In addition to the Charges, there may be Interim services charges based upon staged milestones that occur prior to the full Service Commencement Date and Advanced reserves the right to charge for such interim services.

2. RATE CARD

- 2.1 During the Service Term the Customer may purchase Services based on the fees in the current Advanced rate card. The rate card for 2016 is below. Advanced reserves the right to amend the rates on an annual basis.

[insert relevant rate card]

3. PAYMENT PROFILE

- 3.1 The Charges shall be invoiced as follows:
 - 3.1.1 Set Up Charges shall be invoiced on the Effective Date.
 - 3.1.2 Recurring Charges shall be invoiced annually in advance from the Service Commencement Date.
 - 3.1.3 Professional Services Charges shall be invoiced monthly in arrears as utilised.
 - 3.1.4 Variable Charges shall be invoiced monthly in arrears as utilised.
 - 3.1.5 Expenses shall be invoiced monthly in invoiced as incurred.
- 3.2 Payment of invoices shall be made in line with the provisions of the Master Agreement.

Contract Change Control Procedures

1. PRINCIPLE

- 1.1 Where either party sees a need for a variation to this Master Agreement, a Contract Change Control Note will be completed by the requester and issued to the other party.
- 1.2 Neither party shall unreasonably withhold its agreement to any change.
- 1.3 The obligations of the parties to this Master Agreement shall not be affected until a change control note in the form attached to this Schedule (a "Contract Change Control Note") has been signed by the duly authorised Officer of both parties.

2. PROCEDURE

- 2.1 The parties shall discuss changes proposed by either party to this Master Agreement and such discussion shall result in:
 - 2.1.1 agreement not to proceed further; or
 - 2.1.2 a written request for a change by the Customer; or
 - 2.1.3 a recommendation for a change by Advanced.
- 2.2 Where a written request for a change is agreed the Customer, Advanced shall submit two signed copies of a Contract Change Control Note to the Customer within five working days of such a request.
- 2.3 Each Contract Change Control Note shall contain details of the change including, where applicable:
 - 2.3.1 the title of the change;
 - 2.3.2 the originator and the date of the request or recommendation for the change;
 - 2.3.3 the reason for the change;
 - 2.3.4 full details of the change including any specifications;
 - 2.3.5 the price, if any, of the change;
 - 2.3.6 a timetable for implementation with any proposals for acceptance of the change;
 - 2.3.7 a schedule of payments, if applicable;
 - 2.3.8 the impact, if any, of the change on other aspects of the Master Agreement;
 - 2.3.9 the date of expiry of validity of the Contract Change Control Note;
 - 2.3.10 provision for signature by the Customer.
- 2.4 Each Contract Change Control Note submitted to the Customer shall have a sequential number, and as appropriate the Customer may;
 - 2.4.1 request further information from Advanced in which case Advanced shall provide such information as soon as reasonably practicable and in any event within five working days, the request for information and the information once provided shall be deemed to be part of the Contract Change Control Note, and the Customer may approve or reject the Contract Change Control Note upon receipt of new information; or

- 2.4.2 arrange for two copies of the Contract Change Control Note to be signed by or on behalf of the Customer and return one of the copies to Advanced; or
 - 2.4.3 notify Advanced if the rejection of the Contract Change Control Note.
- 2.5 A Contract Change Control Note signed by both parties shall constitute a variation of this Master Agreement in accordance with the Master Agreement.
- 3. OPERATIONAL CHANGE**
 - 3.1 An Operational Change identified by Advanced may be implemented by Advanced without following the Contract Change Control Procedure if the Operational Change identified does not:
 - 3.1.1 have an adverse impact on the Customer;
 - 3.1.2 require a Change to the Master Agreement;
 - 3.1.3 have a direct and adverse impact on the use of the Services; and
 - 3.1.4 involve the Customer paying any additional Charges or other costs.
 - 3.2 On completion of each Operational Change, Advanced shall notify the Customer that the Operational Change has been completed.

Contract Change Control Note

In the event the parties agree to amend any level of the Service as detailed in the Master Agreement, they will both complete and sign the attached Contract Change Control Note, which will then form part of the Master Agreement:

Date of Change		
Details of Change		
Reasons for Change		
Impact of change (if any)		
Term (if applicable)		
Price £ (if applicable)		
Payment terms (if applicable)		
Originator (name)		
Signed by:		
Payment terms (if applicable)		
The Customer	Signature	Date
Advanced Business Software and Solutions Limited	Signature	Date

1. DISPUTES

- 1.1 If any dispute arises out of or in connection with the Master Agreement, the parties shall promptly notify each other of the matter in dispute. In the first instance, the Customer and Advanced shall consult in good faith and will use reasonable endeavours to resolve all disputes as soon as possible, at the lowest level in the project structure in which they can best be managed, in default of agreement, the starting point being Level 1 of the Escalation Procedure.
- 1.2 Where either party considers that a dispute has not been resolved to the satisfaction of all parties involved within acceptable timescales (being five (5) Business Days from the notification of the dispute, or such other period as agreed between the parties) the dissatisfied party may escalate the dispute to the next level in the Escalation Procedure provided that the parties shall not repeat this process in respect of a dispute relating to an exception that has been escalated already in accordance with this process:

Escalation Level	Advanced Escalation Points	Customer Escalation Points
Level 1	Transition Manager or Service Delivery Manager	ICT Services Manager
Level 2	Services Director or Head of IT Operations	Head of ICT
Level 3	Managing Director	Chief Operating Officer

- 1.3 Neither party may commence any court proceedings or arbitration in relation to any dispute arising out of the Master Agreement until it has attempted to settle the dispute by the dispute resolution process.

1. DEFINITIONS

1.1 For the purpose of this Schedule the following words shall have the meanings below.

- 1.1.1 **Advanced's Assigned Personnel** means all individuals, whether employees of Advanced or not, who are wholly or mainly engaged in or assigned to the provision of the Services (or part thereof) under the supervision of Advanced.
- 1.1.2 **Advanced's Provisional Personnel List** means a list prepared by Advanced of all Advanced's Assigned Personnel on the date the list is prepared.
- 1.1.3 **Advanced's Transferring Employees** means those Advanced Personnel whose contracts of employment will be transferred to any member of the Customer or a Replacement Provider pursuant to the Transfer Regulations on the expiry or earlier termination of the whole or part of this Master Agreement or the date Advanced ceases to provide the Services (or part thereof), including Advanced's Assigned Personnel.
- 1.1.4 **Application Laws** means the law of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes that apply to the provision of the Services.
- 1.1.5 **Business Day** means any day, which is not a Saturday, Sunday, public, or bank holiday in England and Wales.
- 1.1.6 **Effective Date** means the signature date of the Master Agreement.
- 1.1.7 **Employee Liability** means all costs, claims (which shall include any grievance made under a grievance procedure), damages, compensations, penalties, fines and other demands, liabilities, expenses of any nature (including legal and professional expenses) and contractual liabilities, without prejudice to the foregoing generality, in relation to any negligence claims by any third party, unfair dismissal, redundancy, unlawful discrimination, breach of contract, information and consultation in terms of the Transfer Regulations or otherwise, unlawful deduction of wages and equal pay.
- 1.1.8 **Expiry Date** means the actual date of expiry or termination of this Master Agreement in accordance with the provisions of clause 16 of the Master Agreement or otherwise.
- 1.1.9 **Exit Service Transfer Date** means the date following termination or expiry of the Master Agreement on which services of the same or a similar nature to the Services are first provided by the Customer or the Replacement Provider giving rise to a relevant transfer under the Transfer Regulations
- 1.1.10 **Incumbent Supplier** means the third party supplier providing identical or substantially similar services to the Services prior to the appointment of Advanced.
- 1.1.11 **Replacement Provider** means any supplier that the Customer may choose to replace Advanced after the Expiry Date.
- 1.1.12 **Service Order Schedule** means a schedule of work to be undertaken, which may be entered into by the parties from time to time to record the terms on which Advanced 356 shall provide Services and/or Deliverables to the Customer.
- 1.1.13 **Services Transfer Date** means [xxx] at which point services of the same or a similar nature to the Services are first provided by Advanced giving rise to a relevant transfer under the Transfer Regulations.
- 1.1.14 **Service Term** means the term of the Services as set out in the Service Order Schedule.

1.1.15 **Staffing Information** means, in relation to each individual:

- 1.1.15.1 age, date of commencement of employment or engagement;
- 1.1.15.2 details of whether an employee, worker or self-employed contractor (or sub-contractor), consultant, agency worker or otherwise;
- 1.1.15.3 copies of their contracts of employment including terms and conditions of employment or engagement and provisions as to termination, notice or redundancy procedures or payments;
- 1.1.15.4 details of wages, salary, bonuses and other remuneration and other employment related benefits (for example, medical insurance, pension, etc.);
- 1.1.15.5 any outstanding or potential contractual, statutory or other liability (including in respect of any personal injury claims);
- 1.1.15.6 details of absences from work;
- 1.1.15.7 details of any disciplinary (including poor performance) and grievance issues within the last twelve (12) months;
- 1.1.15.8 details of any existing court or tribunal case or any grounds on which Advanced considers such a claim may arise in the future;
- 1.1.15.9 details of any relevant collective agreements;
- 1.1.15.10 details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; and
- 1.1.15.11 any other employee liability information as such term is defined in Regulation 11 of the Transfer Regulations.

1.1.16 **Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

2. APPLICATION AND EFFECT OF THE TRANSFER REGULATIONS

- 2.1 The parties agree that the commencement of the Services by Advanced may give rise to a relevant transfer as defined in the Transfer Regulations. Accordingly the contracts of employment of the Entry Employees, as defined below will transfer on the Services Transfer Date from[the Customer, an Incumbent Supplier (and/or any sub-contractors retained by either) to Advanced pursuant to the Transfer Regulations and the provisions of this Schedule.

3. RESPONSIBILITIES

- 3.1 The Customer shall provide and use reasonable endeavours to procure provision of all information reasonably requested by Advanced concerning those employees (including any employees employed by the Incumbent Supplier) and notified to Advanced on signature of this Master Agreement) who are wholly or mainly assigned to providing the Services (or part thereof) prior to the Effective Date and whose employment will transfer to Advanced pursuant to the Transfer Regulations on the Service Transfer Date (the “**Entry Employees**”).
- 3.2 Advanced shall indemnify the Customer in full from and against any and all Employment Liabilities arising out of or in connection with:
- 3.2.1 the employment or the termination of employment of any Entry Employee on or after the Service Transfer Date
 - 3.2.2 any claim or claims by any of the Entry Employees brought against the Customer arising out of or in relation to any acts or omissions of Advanced after the Service Transfer Date or any acts or omissions proposed by Advanced prior to the Service Transfer Date which will affect the Entry Employees on or after the Service Transfer Date (including without limitation any claim pursuant to regulation 4(9) of the Transfer Regulations or any claim in the circumstances referred to in regulation 4(11) of the Transfer Regulations); and
 - 3.2.3 Advanced’s failure to comply with its obligations to provide information to the Customer to

the Customer to fulfil their duty to inform and consult with the Entry Employees pursuant to the Transfer Regulations.

- 3.3 The Customer shall indemnify Advanced in full from and against any and all Employment Liabilities arising out of or in connection with:
 - 3.3.1 Any act or omission by the Customer or the Incumbent Supplier occurring up to the Service Transfer Date;
 - 3.3.2 Any failure by the Customer or the Incumbent Supplier to comply with the obligations under regulations 11, 13 and 14 of the Transfer Regulations in relation to the Entry Employees;
 - 3.3.3 The employment and termination of employment of any person other than an Entry Employee (including but not limited to, for the avoidance of doubt) any Incumbent Supplier employees or contractors retained by the Customer), who claims that his or her contract of employment or contract for services has transferred to Advanced by operation of the Transfer Regulations as a result of the commencement of this Master Agreement, provided that any such termination shall be carried out within twenty one days of Advanced becoming aware that such person has claimed to transfer to it; and
 - 3.3.4 All salary payments and other emoluments, including holiday pay, bonuses, commissions, benefits, contributions and pension contributions, tax and national insurance payments (both employers and employee's outgoings) relating to the Entry Employees accrued (and in the case of holiday pay accrued but not yet taken) up to the Service Transfer Date and all necessary apportionments shall be made to that date.
- 3.4 To the extent there is any difference between the salaries and benefits as listed in Appendix A of this Schedule (the "Estimated Entry Employee Benefits Package") and the actual benefits package of the Entry Employees when they transfer to Advanced by operation of the Transfer Regulations on the Service Transfer Date, then it is acknowledged that Advanced has modelled its remuneration costs into the Charges based on the Estimated Entry Employee Benefits Package and shall therefore be entitled to adjust its Charges as follows:
 - 3.4.1 If the actual benefits package of the Entry Employees at the Service Transfer Date is greater than the Estimated Entry Employee Benefits Package, Advanced will be entitled to increase its Charges using the agreed mechanism set out in the [Service Order Schedule]; or
 - 3.4.2 If the actual benefits package of the Entry Employees at the Service Transfer Date is less than the Estimated Entry Employee Benefits Package, Advanced will reduce its Charges using the agreed mechanism set out in the [Service Order Schedule].
- 4. ENHANCED EMPLOYMENT BENEFITS**
 - 4.1 It is assumed that in relation to annual holidays and contracted hours the Entry Employees: (i) have 25 days annual holiday, or materially the same number of annual holiday days; (ii) are employed on a permanent full time basis; and (iii) their weekly contracted hours are no less than 37.5 hours a week (excluding weeks which contain public holidays when the contracted hours will be reduced on a pro-rated basis).
 - 4.2 The Customer will indemnify Advanced in full from and against any and all Employment Liabilities arising out of or in connection with any liability relating to enhanced pension entitlements under an occupational pension scheme arising in respect of the early retirement or redundancy of an Entry Employee by virtue of a previous Transfer Regulations or otherwise.
 - 4.3 The Customer agrees that after providing Advanced with details of the Entry Employees, it shall use reasonable endeavours to procure itself and Incumbent Supplier not to:
 - 4.3.1 Assign any additional person to the Services;
 - 4.3.2 Increase the number of employees assigned to the Services;
 - 4.3.3 Redeploy or replace any employee assigned to the Services; or

- 4.3.4 Terminate or give notice to terminate the employment of any employee assigned to the Services except where dismissal for gross misconduct is necessary.
- 4.4 Notwithstanding the general obligation in clause 5.3 below, following the Service Transfer Date the Customer shall use reasonable endeavours to deliver and to procure the Incumbent Supplier deliver to Advanced appropriate PAYE records relating to each of the Entry Employees completed to the Service Transfer Date and including, if appropriate, copies of P45's which have delivered to the Entry Employees.
- 4.5 The Customer shall, following the Service Transfer Date and at its expense, to provide to Advanced in relation to any Entry Employees such information or documents which are not delivered to Advanced prior to the Service Transfer Date as it may reasonably require concerning any Entry Employee or his employment with the Customer prior to the Service Transfer Date.

5. EXIT PROVISIONS

- 5.1 On the expiry or earlier termination of the whole or part of this Master Agreement, or the date Advanced ceases to provide the Services (or part thereof) (all being the Exit Service Transfer Date for the purposes of this Schedule), the Customer and Advanced agree that the application of the Transfer Regulations shall be determined in accordance with the Applicable Laws at the date of such expiry or termination as the case may be.
- 5.2 Advanced agrees that on the occurrence of any of the following: i) not less than 90 days prior to the expiry of the Service Term; or ii) on the date of a notice of termination of the whole or part of the Master Agreement under Clause 16.2 of this Master Agreement, Advanced shall provide an Advanced's Provisional Personnel List and the Staffing Information to the Customer.
- 5.3 Advanced warrants that:
 - 5.3.1 save as provided for in paragraph 5.1 of this Schedule, it shall not make any alterations whatsoever to the Advanced's Assigned Personnel after providing the Advanced's Provisional Personnel List and the Staffing Information to the Customer; and
 - 5.3.2 any Advanced's Provisional Personnel List and any Staffing Information and the information referred to in Clauses 5.6 and 5.8.1 of this Schedule shall be true and accurate in all material respects.
- 5.4 Advanced agrees that it shall not from any date on which Advanced's Provisional Personnel List is provided to the Customer without the prior written consent of the Customer:
 - 5.4.1 assign any person who is not listed on the Advanced's Provisional Personnel List to the provision of the Services or any part of the Services;
 - 5.4.2 increase or decrease the total number of individuals on the Advanced's Provisional Personnel List;
 - 5.4.3 replace any individual who is listed on the Advanced's Provisional Personnel List or deploy any other person to perform the Services;
 - 5.4.4 make, propose or permit any changes to the terms and conditions of employment or engagement or contract of any of the individuals on Advanced's Provisional Personnel List or make, propose or permit any new custom or practice amongst such individuals;
 - 5.4.5 increase the proportion or working time spent providing the Services by any individual save for fulfilling assignments or projects previously agreed with the Customer; or
 - 5.4.6 terminate or give notice to terminate the employment engagement or contracts of any individual on the Advanced's Provisional Personnel List except in circumstances where dismissal for gross misconduct is necessary.
- 5.5 Following the provision of Advanced's Provisional Personnel List and the Staffing Information referred to in paragraph 6.2 of this Schedule Advanced agrees that it will promptly notify the Customer of any notice to terminate the employment, engagement or contract received from any individual on the

Advanced's Provisional Personnel List.

- 5.6 At least 14 days before the expected Exit Service Transfer Date Advanced shall provide to the Customer:
- 5.6.1 an updated Advanced's Provisional Personnel List detailing the Advanced's Transferring Employees; and
 - 5.6.2 in respect of each of the Advanced's Transferring Employees;
 - 5.6.2.1 updated Staffing Information;
 - 5.6.2.2 a pay slip for the most recent month;
 - 5.6.2.3 cumulative tax for pay and pensions purposes, including tax paid;
 - 5.6.2.4 tax code;
 - 5.6.2.5 voluntary deductions from pay;
 - 5.6.2.6 bank or building society details for payroll purposes; and
 - 5.6.2.7 such other information as is requested by the Customer,

and any changes to the information provided shall be notified in writing to the as soon as reasonably practicable.
- 5.7 Subject to the provisions of this Clause, Advanced shall permit the Customer to use and disclose the information provided pursuant to paragraphs 6.2, 6.6 and 6.8.1 for informing any potential Replacement Provider or prospective provider. The Customer shall and will procure the Replacement Provider shall:
- 5.7.1 comply with the Data Protection Legislation;
 - 5.7.2 process the personal data of Advanced's Transferring Employees in accordance with Advanced's instructions and comply with the requirements of the Seventh Data Protection Principle as set out in Schedule I Part II of the Data Protection Act 1998;
 - 5.7.3 take appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data.
- 5.8 In the event that the Transfer Regulations apply on the Exit Service Transfer Date, Advanced shall:
- 5.8.1 notwithstanding paragraph 5.6 of this Schedule at least 60 days before the Exit Service Transfer Date provide to the Customer the Employee Liability Information in respect of each of Advanced's Transferring Employees. The Employee Liability Information must be accurate as at a specified date not more than 14 Business Days before the information is provided and any changes shall be notified in writing to the Customer as soon as reasonably practicable;
 - 5.8.2 perform and discharge all obligations (including in respect of wages, bonuses, PAYE, national insurance contributions, pension contributions and otherwise) in respect of Advanced's Transferring Employees and their representatives up to and including the Exit Service Transfer Date;
 - 5.8.3 indemnify the Customer from and against any and all Employment Liabilities arising out or in connection with:
 - 5.8.3.1 Advanced's failure to perform and discharge any obligation referred to in paragraphs 5.8.1 and 5.8.2 of this Schedule;
 - 5.8.3.2 any act or omission of Advanced before the Exit Service Transfer Date or any other matter, event or circumstances occurring before the Exit Service Transfer Date;
 - 5.8.3.3 any claim or claims by or in respect of any of Advanced's Transferring Employees brought against the Customer arising out of or in relation to any acts or omissions of Advanced before the Exit Service Transfer Date;
 - 5.8.3.4 any claim or claims made by or in respect of an Advanced's Non-Transferring Employee, including claims where it is alleged that the Customer may be liable by

- virtue of this Master Agreement or the Transfer Regulations;
- 5.8.3.5 any claim or claims by or in respect of an Advanced's Transferring Employee that his employment has not been transferred from Advanced as a result of the Transfer Regulations and that he is still employed by Advanced at the date of the claim; and
 - 5.8.3.6 any claim or claims made by or on behalf of any Advanced's Transferring Employees or their representatives or any other individual or their representatives, whether before or after the Exit Service Transfer Date, arising out of or in connection with any failure by Advanced to comply with its obligations under the Transfer Regulations including but not limited to any claims relating to Regulations 13 and 14 and any liability under Regulation 15 (save where such liability arises from a failure by the Customer or Replacement Provider to comply with its or their obligations under Regulation 13), as well as those relating to Regulations 11 and 12.
- 5.9 The Customer shall indemnify and shall procure that any Replacement Provider indemnifies Advanced in full from and against any and all Employment Liabilities arising out of or in connection with:
- 5.9.1 the employment or the termination of employment of any Advanced Transferring Employee on or after the Exit Service Transfer Date;
 - 5.9.2 any claim or claims by any of the Advanced Transferring Employees brought against Advanced arising out of or in relation to any acts or omissions of the Customer and/or the Replacement Provider after the Exit Service Transfer Date or any acts or omissions proposed by the Customer and/or the Replacement Provider prior to the Exit Service Transfer Date which will affect the Advanced Transferring Employees on or after the Exit Service Transfer Date (including without limitation any claim pursuant to regulation 4(9) of the Transfer Regulations or any claim in the circumstances referred to in regulation 4(11) of the Transfer Regulations); and
 - 5.9.3 the Customer's or the Replacement Provider's failure to comply with its obligations to provide information to Advanced to enable it and the Customer to fulfil their duty to inform and consult the Advanced Transferring Employees pursuant to the Transfer Regulations..
- 5.10 In the event that the Transfer Regulations applies on the Exit Service Transfer Date Advanced shall conduct an information and consultation process in accordance with the Transfer Regulations with Advanced's Transferring Employees and Advanced shall allow the Customer to participate in this process to the extent that the Customer wishes to do so.
- 5.11 Advanced undertakes to authorise each of the Advanced's Transferring Employees to disclose to the Customer all information in his possession relating to the Services notwithstanding any term of his employment or contract with Advanced (whether express or implied) which would otherwise preclude him from so doing.
- 5.12 The indemnities in this Schedule are given on condition that:
- 5.12.1 forthwith upon becoming aware of any such claim (or the threat of a claim) the Customer or Advanced (as the case may be) shall notify the other party and shall determine any grievance (including any appeal) brought in relation to such claim in accordance with the other party's instructions; and
 - 5.12.2 the Customer or Advanced (as the case may be) shall not admit or seek to compromise the claim or take any other action which could reasonably be expected to prejudice the other party's ability to defend the claim; and
 - 5.12.3 the Customer or Advanced (as the case may be) shall allow the other party at its expense to defend such claim (if necessary, in its name) and give all reasonable assistance as it shall request for that purpose including the provision of relevant documentation and witness statements.
- 5.13 Within 10 Business Days following the Exit Service Transfer Date Advanced shall:

- 5.13.1 deliver to the Customer appropriate PAYE records relating to each of the Advanced's Transferring Employees duly completed up to the Exit Service Transfer Date and including, if appropriate, copies of P45s which Advanced shall have delivered to Advanced Transferring Employees; and
 - 5.13.2 in respect of each of Advanced's Transferring Employees account to the Customer with the cash equivalent of any accrued holiday entitlement not taken by any Advanced's Transferring Employee or not paid by Advanced less any holiday entitlement not yet accrued but taken by any Advanced's Transferring Employee, and/or accrued bonus or commission (whether contractual or discretionary) or other amount payable after the Exit Service Transfer Date or partly in respect of the period up to the Exit Service Transfer Date.
- 5.14 Advanced shall following the Exit Service Transfer Date at its expense provide to the Customer in relation to any Advanced's Transferring Employees such information or documents which are not delivered to the Customer prior to the Exit Service Transfer Date as they may reasonably require relating to the terms and conditions of employment, records of parental, holiday and other leave taken (including sickness-related absence records), disciplinary and grievance records, pension and life assurance arrangements, insurance policies, health, welfare or any other matter concerning such Advanced's Transferring Employee or his employment with Advanced prior to the Exit Service Transfer Date.
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Name	Job Title	Location	Annual Salary	Annual Bonus	London Allowance	Car Cash Allowance/Co Car	Other allowances (on call, stand by, shift payments, lunch vouchers, fuel card, etc)	Annual Health Scheme Cost	Average overtime	Phone allowance	Any other payments	Annual Pension Plan (5%)	Annual Life & Death in Service Cover	Annual National Insurance	Annual Training Charges	Annual Expenses	Contingency & recruitment (5%)	Total Annual Loaded Cost
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
			£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00