



Master Service Agreement

Between:

CLEARVISION (CM) 2005 LIMITED

and

This Master Service Agreement (the "Agreement") is made and entered into on _____
_____ 20__ (the "Effective Date") between:

- A. **CLEARVISION (CM) 2005 LIMITED**, a company registered in England and Wales, whose registered office is at Laurel Farm, Wintershill, Durley, Southampton, SO32 2AH (hereafter "Clearvision"); and
- B. _____, a company registered in _____,
whose registered office is at _____
_____ (hereafter "Client").

(Individually a "Party" and collectively the "Parties")

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Background. The background to this Agreement is:

- I. The Parties are entering into this Agreement for the purpose of Clearvision providing Services to Client.
- II. Clearvision has represented to Client that it is suitably qualified and experienced to deliver the Services required by Client and that it has the capacity to deliver the services as anticipated by this Agreement.
- III. The Services provided to Client by Clearvision shall be governed exclusively by the terms and conditions set out in this Agreement.
- IV. This Agreement is effective as of the Effective Date above.

This Agreement

1. **Overview.** Clearvision empowers teams to reach their full potential. It is Clearvision's mission to bring about a more efficient, collaborative and cost-effective software development industry – and most importantly, enable companies to save time and money without having to compromise on quality. An Atlassian Platinum Solutions Partner, Clearvision also has extensive experience in a wide range of industry leading development tools and practices
2. **Definitions.** In this Agreement the following words and phrases shall have the following meanings unless otherwise stated:

"Acceptance"	means the acceptance of the Services in accordance with this Agreement;
"Affiliate"	means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or the ability to exercise control over more than 50% of the voting interests of the subject entity;
"Agreement"	means this Agreement as may be amended from time to time in accordance with its terms, together with any schedules, appendices or otherwise;
"Applicable Law"	means all applicable laws, statutes, regulations in force from time to time;
"Charges"	Means the charges payable for the Services as specified in each Statement of Work and/or Purchase Order;
"Client Data"	has the meaning set out in the Data Protection Legislation;
"Confidential Information"	means information designated as 'confidential' or which by its nature is clearly confidential. It

	includes any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, its affairs, customers, suppliers or methods, of one party and disclosed to or otherwise obtained by the other party in connection with this Agreement;
“Data Controller”	has the meaning set out in the Data Protection Legislation;
“Data Processor”	has the meaning set out in the Data Protection Legislation;
“Data Protection Legislation”	means all Applicable Laws and regulations relating to the processing of Client Data and privacy including the EU Data Protection Directive 95/46/EC;
“Data Subject”	has the meaning set out in the Data Protection Legislation;
“Deliverables”	means all work to be delivered to Client according to the applicable Statement of Work and/or Purchase Order;
“Documentation”	means the online data sheets and documentation for the Services, as updated from time to time;
“Effective Date”	means the effective date of this Agreement;
“End User”	means all people (including employees, students, consultants, contingent workers, independent contractors, retirees, consumers, prospective students and alumni) for whom the Client or its Affiliates (i) hold an active business record that is managed by the Services; or (ii) require access to the Services;
“Force Majeure Event”	means any event outside the reasonable control of a party and as defined in clause 15 of this Agreement;
“Accepted Industry Standards”	means the use of standards and practices and exercise of the degree, skill, care, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the provision of

similar services under similar conditions;

“Intellectual Property Rights”

means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Policies and Procedures”

means Clearvision’s or its sub-suppliers (as applicable) established policies and procedures, as updated from time to time and as made available;

“Professional Services”

means any or all of the following Services provided by Clearvision to the Client: general consultancy; implementation consultancy; installation services; project management services; technical assistance; data migration; design; addressing issues and faults; development of software; scheduled training; customised training courses; production of documents or related materials; or any other time based activity;

“Project”

means any project agreed between the parties from time to time pursuant to which Clearvision is to perform Services and (where applicable) supply Deliverables to the Client, as more fully described in this Agreement and the relevant Statement of Work and/or Purchase Order and Projects shall be construed accordingly;

“Services”

means in respect of each Project, the services to be provided by Clearvision in accordance with the terms of this Agreement and further described in a Statement of Work, including, where applicable, the provision of Software

	and Support;
“Software”	means the Clearvision software supplied by Clearvision to the Client as specified in a Statement of Work and/or Purchase Order;
“Statement of Work”	means the document detailing all Deliverables and Services to be delivered and provided to the Client by Clearvision;
“Support”	means the support (if any) provided by Clearvision to the Client for Clearvision and/or third party vendor Software as specified in a Statement of Work and/or Purchase Order;
“Term”	means the term of this Agreement or a Statement of Work (as applicable);
“Third Party Software”	means the third party software supplied by Clearvision to the Client as specified in a Statement of Work and/or Purchase Order;
“Users”	means Business Users and/or End Users as the context dictates; and
“Working Day”	means all days other than Saturdays, Sundays and public holidays in England and Wales.

3. Interpretation.

- 3.1. Any reference to the singular will include the plural and vice versa.
- 3.2. Any particular reference to a gender shall include the other gender. “Includes” or “including” means without limitation.
- 3.3. Headings and titles are inserted for the convenience of the Parties and are not to be considered when interpreting this Agreement.
- 3.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 3.5. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 3.6. A reference to writing or written includes email.

4. Order of Precedence. In the event of any conflict or inconsistency between the contractual documentation, the following Order of Precedence shall apply:

- 4.1. a Statement of Work, together with any Schedules or Appendices thereto;

- 4.2. this Agreement; and
- 4.3. any Schedules, Appendices or any other documentation referred to herein.
- 5. **Overview of structure.** This Agreement establishes the contractual framework for the supply of Services by Clearvision to the Client and the payment for such Services pursuant to Statements of Work and/or Purchase Orders that will be entered into from time to time between Clearvision and the Client.
- 6. **Precedence over standard terms.** This Agreement shall apply to the exclusion of, and shall prevail over, any standard terms and conditions contained in or referred to in any documentation submitted by the Client, or in any correspondence or elsewhere or implied by trade custom, practice or any course of dealing.

Warranties, Remedies and Disclaimers

- 7. **Clearvision Warranties.**
 - 7.1. Clearvision warrants that it has validly entered into this Agreement and has the legal power to do so.
 - 7.2. Clearvision warrants to manage the Project, and perform the Services and deliver the Deliverables in accordance with the applicable Statement of Work and/or Purchase Order. Clearvision shall allocate sufficient resources to the Project to enable it to comply with this warranty.
 - 7.3. Clearvision warrants to the Client that the Services and/or Deliverables will be provided using reasonable skill and care in accordance with the terms of this Agreement and the relevant Statement of Work and/or Purchase Order, and to accepted industry standards. The foregoing warranty is subject to Client notifying Clearvision promptly, and in any event within thirty (30) days of the date of performance of the alleged nonconforming Services, and providing all information and assistance reasonably requested by Clearvision in connection therewith. Upon receiving such timely notice, as Clearvision's entire obligation and Client's sole and exclusive remedy, Clearvision will use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to Client.
 - 7.4. Clearvision shall use reasonable endeavours to meet any performance dates specified in the relevant Statement of Work and/or Purchase Order but any such dates shall be estimates only and time for performance by Clearvision shall not be of the essence of this Agreement and the relevant Statement of Work and/or Purchase Order.
 - 7.5. Clearvision shall have the right to make any changes to the Services and/or Deliverables which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Clearvision shall notify the Client in any event.
 - 7.6. Clearvision shall not be liable for any failure or delay in delivery of the Project, Services and/or Deliverables where such failure is attributable to the Client in any way including failing to comply with its warranties under this Agreement.

8. Client Warranties.

- 8.1. Client warrants that it has validly entered into this Agreement and has the legal power to do so.
- 8.2. The Client shall:
 - 8.2.1. co-operate with Clearvision in all matters relating to the Project, Services and/or Deliverables;
 - 8.2.2. provide, for Clearvision, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Clearvision including any such access as is specified in a Statement of Work and/or Purchase Order;
 - 8.2.3. provide to Clearvision in a timely manner all documents, information, data, items and materials in any form (whether owned by the Client or a third party) required under a Statement of Work and/or Purchase Order or otherwise reasonably required by Clearvision in connection with the Services and/or Deliverables and ensure that they are accurate and complete;
 - 8.2.4. inform Clearvision in writing of all health and safety and security requirements that apply at the Client's premises;
 - 8.2.5. ensure that all the Client's equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant standards or requirements;
 - 8.2.6. obtain in advance and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Clearvision to provide the Services and/or Deliverables, including in relation to use of all the Client's equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment;
 - 8.2.7. keep, maintain and insure Clearvision's equipment in accordance with Clearvision's instructions from time to time and not dispose of or use Clearvision's equipment other than in accordance with Clearvision's written instructions or authorisation; and
 - 8.2.8. comply with any additional responsibilities of the Client as set out in the relevant Statement of Work and/or Purchase Order.
- 8.3. Where the parties agree under a Statement of Work and/or Purchase Order that Clearvision will provide Software to the Client, such Software shall be licensed to the Client under a separate end user licence agreement (which shall be provided by Clearvision or the applicable third party vendor). Clearvision shall not be obliged to supply the Software until the Client has accepted the applicable end user licence agreement (whether with Clearvision or the applicable third party vendor).

- 8.4. In the event that the Client acquires Software for export, the Client shall ensure that it complies with all applicable export and import laws and Clearvision shall have no liability to the Client in this respect.
- 8.5. If Clearvision's performance of its obligations under this Agreement or any Statement of Work and/or Purchase Order is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Clearvision shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and Clearvision shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Clearvision's failure or delay to perform any of its obligations as set out in this Agreement.
9. **Disclaimer.** Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law. It is the responsibility of the Client to ensure the Project, Services and/or Deliverables meet its requirements. Clearvision shall not be held liable for any failure of the Project, Services and/or Deliverables to provide any facility or function not specified in the relevant Statement of Work and/or Purchase. Where the Client is entering into this Agreement for the supply of Software, Clearvision shall not be held liable for any failings in that Software to provide functionality where Clearvision has not previously made representations as to that functionality or the Client has omitted to make use of available evaluation licences prior to purchase.

Statements of Work and Change Control

10. **Statements of Work.** Each Statement of Work shall be agreed in the following manner:
- 10.1. The Client shall ask Clearvision to provide Services and shall provide Clearvision with as much information as Clearvision reasonably requests in order to prepare a draft Statement of Work for the Services requested.
- 10.2. Following receipt of the requested information, Clearvision shall as soon as is reasonably practicable either:
- 10.2.1. inform Client that it declines to provide the Services (which shall be at Clearvision's sole discretion); or
- 10.2.2. provide the Client with a draft Statement of Work.
- 10.3. If Clearvision provides the Client with a draft Statement of Work pursuant to this clause, Clearvision and Client shall discuss and finalise the same.
- 10.4. A Statement of Work shall not be deemed final until signed by both Parties.
- 10.5. The Charges shall be as agreed between the Parties in the corresponding quotation and as set out in the Statement of Work.
- 10.6. No amendment shall be made to a Statement of Work unless provided for in this Agreement.

- 10.7. In the event the Client requests to move the commencement date of a Statement of Work the applicable fees identified in the Statement of Work shall apply in addition to the Charges.
- 10.8. A Statement of Work may contain terms that shall apply in addition to this Agreement.

11. Postponement of a Statement of Work

- 11.1. If the Client requests to move the relevant Statement of Work commencement date for any reason, the Client shall be liable to pay the following Charges to Clearvision (and such Charges shall be invoiced by Clearvision and be payable by the Client in accordance with the terms of this Agreement:
 - 11.1.1. six (6) to ten (10) working days prior to the confirmed start date for the commencement of the Services the Client shall pay to Clearvision £250.00 (two hundred and fifty pounds) for each day of the days initially scheduled up to a maximum of £2,500.00 (two thousand five hundred pounds) whichever is the lesser; or
 - 11.1.2. five (5) or less working days prior to the confirmed start date for the commencement of the Services the Client shall pay to Clearvision £450.00 (four hundred and fifty pounds) for each day of the days initially scheduled up to a maximum of £4,500.00 (four thousand five hundred pounds) whichever is the lesser; and
 - 11.1.3. the Client shall also be liable for all expenses already incurred which are directly and/or indirectly in support of the rescheduled Services.
 - 11.1.4. any request to move the commencement date of any Statement of Work shall not be at the expense of Clearvision and shall not render Clearvision liable for any failings to meet milestones or deadlines.
- 11.2. For the avoidance of doubt the charges outlined in this clause 11 will be charged in addition to the total Charges payable for the Services to which this agreement is applicable.
- 11.3. The Client shall only be absolved of any charges under this clause 11 in the event of a Force Majeure Event.

12. Change Control.

- 12.1. Either Party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties. A "Change Order" shall be a document setting out the proposed changes and the effect that those changes will have (in relation to the relevant Statement of Work) on:
 - 12.1.1. the Services;

- 12.1.2. the Charges;
 - 12.1.3. the timetable for the Services; and
 - 12.1.4. any other terms of the Statement of Work.
- 12.2. If Clearvision wishes to make a change to the Services, it shall provide a draft Change Order to the Client.
- 12.3. If the Client wishes to make a change to the Services:
- 12.3.1. it shall notify Clearvision and provide as much detail as Clearvision reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 12.3.2. Clearvision shall, as soon as reasonably practicable after receiving the information at clause 12.3.1 of this Agreement, provide a draft Change Order to the Client.
- 12.4. If the Parties:
- 12.4.1. agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
 - 12.4.2. are unable to agree a Change Order, either party may require the disagreement to be dealt with by reference to the Managing Directors (or equivalent senior officer) of both parties who shall meet and negotiate in good faith to resolve the disagreement as soon as reasonably practicable and, in any event, within thirty (30) days of the disagreement being referred to them.
- 12.5. Clearvision may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 12.3 of this Agreement on a time and materials basis at Clearvision's then current hourly rates.
13. **Charges and Payment Terms.** Charges and payment terms in relation to the provision of the Project, Services and/or Deliverables by Clearvision shall be as set out in the Charges Schedule of this Agreement and in the relevant Statement of Work and/or Purchase Order.
14. **Title.** Title to the Deliverables shall not pass to the Client until Clearvision has received all Charges due.
15. **Remedies.** If the Project, Services and/or Deliverables are not supplied in accordance with, or Clearvision fails to comply with, any terms of this Agreement or any Statement of Work and/or Purchase Order, the Client shall be entitled (without prejudice to any other right or remedy under this Agreement or in law) to exercise any one or more of the following rights or remedies:

- 15.1. to refuse to accept the provision of any further Services and acceptance of any further Deliverables. Clearvision shall refund to Client any Charges paid in advance, minus Charges accrued up to the date this clause is invoked; or
- 15.2. to require Clearvision, without any additional charge to the Client, to carry out any and all remedial work as necessary to correct its failure.

Term and Termination

- 16. **Term.** This Agreement commences on the Effective Date and shall continue until terminated by either party in accordance with its terms.

- 17. **Termination.**

- 17.1. Either party may terminate this Agreement or the relevant Statement of Work for cause with immediate effect by giving written notice to the other party if:

- 17.1.1. the other Party commits a material breach of any of the terms of this Agreement or the relevant Statement of Work and/or Purchase Order and that breach (if capable of remedy) is not remedied within thirty (30) days after notice being given requiring it to be remedied;

- 17.1.2. an order is made or a resolution is passed for the winding-up of the other Party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt; or

- 17.1.3. the other Party ceases, or threatens to cease, to carry on its business.

- 17.2. Either Party may terminate any Statement of Work and/or Purchase Order for convenience at any time by giving not less than four (4) weeks' written notice to the other Party.

- 17.3. Clearvision may terminate this Agreement for convenience at any time by giving not less than sixty (60) days' written notice to the Client.

- 17.4. Without affecting any other right or remedy available to it, Clearvision may terminate this Agreement or the relevant Statement of Work and/or Purchase Order with immediate effect by giving written notice to the Client if:

- 17.4.1. the Client fails to pay any amount due under the relevant Statement of Work and/Purchase Order on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

- 17.4.2. there is a change of Control of the Client.

- 17.5. Termination of any Statement of Work and/or Purchase Order shall not affect any other Statement of Work and/or Purchase Order or this Agreement.
 - 17.6. Clauses which expressly or by implication survive termination of this Agreement and the relevant Statement of Work and/or Purchase Order shall continue in full force and effect.
 - 17.7. Termination or expiry of this Agreement or the relevant Statement of Work and/or Purchase Order shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement or the relevant Statement of Work and/or Purchase Order which existed at or before the date of termination or expiry.
18. **Consequences of Termination.** On termination or expiry of this Agreement:
- 18.1. all existing Statements of Work and/or Purchase Orders shall terminate automatically, unless otherwise agreed in writing between the Parties;
 - 18.2. the Client shall immediately pay to Clearvision all of Clearvision's outstanding unpaid invoices and interest and, in respect of the Services and/or Deliverables supplied and expenses incurred but for which no invoice has been submitted, Clearvision may submit an invoice, which shall be payable immediately on receipt;
 - 18.3. the Client shall, within fourteen (14) days of request by Clearvision, return all of Clearvision's equipment. If the Client fails to do so, then Clearvision may enter the Client's premises and take possession of Clearvision's equipment. Until Clearvision's equipment has been returned or repossessed, the Client shall be solely responsible for its safe keeping;
 - 18.4. Clearvision shall on request return any of the Client materials not used up in the provision of the Goods and/or Services;
 - 18.5. the Client may give written notice to Clearvision requesting that the Client's name, brand, logo or any feedback is removed (either in whole or in part) from any Clearvision promotional material. Clearvision shall use its reasonable endeavours to effect any such removal within no more than thirty (30) days of receipt of such written notice.
19. **Termination Charges.** In the event that the Client gives notice to terminate in accordance with this Agreement, and such notice shall expire ten (10) or fewer Working Days before a Statement of Work and/or Purchase Order commencement date, the Client shall be liable to pay the following Charges to Clearvision, to the extent that they exceed any Charges payable under clause 18.2 above:
- 19.1. six (6) to ten (10) Working Days before the relevant Statement of Work and/or Purchase Order commencement date, 50% of the Charges payable under the same;

- 19.2. three (3) to five (5) Working Days before the relevant Statement of Work and/or Purchase Order commencement date, 70% of the Charges payable under the same; or
- 19.3. Two (2) or fewer Working Days before the relevant Statement of Work and/or Purchase Order commencement date, 90% of the Charges payable under the same.
20. **Surviving Provision.** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect for such period as necessary.
21. **Confidentiality**
- 21.1. Each Party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted by clause 21.2 below.
- 21.2. Each Party may disclose the other Party's confidential information:
- 21.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Agreement; and
- 21.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 21.3. No Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement and the relevant Statement of Work and/or Purchase Order.

Indemnification

22. **Indemnification by Clearvision.** Subject to this Agreement, Clearvision shall defend Client, at Clearvision's expense, against any claims, demands, suits or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Services and/or Deliverables as contemplated hereunder directly infringes any intellectual property right of a third party or misappropriates such third party's trade secrets. Further, Clearvision shall indemnify and hold Client harmless against all costs (including reasonable attorneys' fees) finally awarded against Client by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Clearvision, in connection with such Claims. Promptly upon receiving notice of a Claim, Client shall: (a) give Clearvision prompt written notice of the Claim; (b) give Clearvision sole control of the defence and settlement of the Claim (provided that Clearvision may not settle or defend any claim unless it unconditionally releases Client of all liability); and (c) provide to Clearvision, at Clearvision's cost, all reasonable assistance in the defence or settlement of such Claim. Clearvision's indemnification obligation shall be offset or reduced to the extent its ability to defend or settle a claim is jeopardized by Client's failure to comply with the preceding sentence.

Clearvision shall have no indemnification obligation for infringement claims arising from the combination of the Services and/or Deliverables with any of Client's products, services, hardware, data or business processes or use of the Software Service by Customer other than in accordance with this Agreement. If the Services and/or Deliverables are held or likely to be held infringing, Clearvision shall have the option, at its expense to (i) replace or modify the Services and/or Deliverables as appropriate, (ii) obtain a license for Client to continue using the Services and/or Deliverables, (iii) replace the Services and/or Deliverables with a functionally equivalent service; or (iv) terminate the applicable Services and/or Deliverables and refund any prepaid, unused fees applicable to the remaining portion of the Term of the applicable Services and/or Deliverables following the effective date of termination.

23. **Indemnification by Client.** Client will indemnify, defend and hold Clearvision harmless from and against any and all claims, demands, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting in whole or in part from Client's or its Users' use or misuse of the Services and/or Deliverables.

Limitation of Liability

24. **Non-excluded Liability.** Nothing in this Agreement or any Statement of Work shall limit or exclude either party's liability to the other for:
- 24.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 24.2. fraud or fraudulent misrepresentation; or
 - 24.3. any liability which cannot be limited or excluded by applicable law.
25. **Exclusion of Damages.** Subject to clause 24, neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement or the relevant Statement of Work and/or Purchase Order for:
- 25.1. loss of profits;
 - 25.2. loss of products or loss of production;
 - 25.3. loss of agreements or contracts; or
 - 25.4. any special, indirect or consequential loss or damage, costs or expenses.
26. **Limitation of Liability.** Subject to clauses 24 and 25 above, Clearvision's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any loss or damage, costs or expenses arising under or in connection with:
- 26.1. This Agreement (excluding where arising under or in connection with any Statement of Work and/or Purchase Order), including any liability for the acts or omissions of its employees, consultants and subcontractors shall in no event exceed in the aggregate the sum of £10,000 (ten thousand pounds); and

- 26.2. each Statement of Work and/or Purchase Order (including any liability for the acts or omissions of its employees, consultants and subcontractors), shall in no event exceed 110% of the total Charges paid, or due to be paid, by the Client to Clearvision under the relevant Statement of Work and/or Purchase Order in respect of which the claim arises or, the local equivalent of £250,000 (two hundred and fifty thousand pounds), whichever is the lesser.

27. Data Protection and Data Processing

- 27.1. The Client and Clearvision acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and Clearvision is the Data Processor in respect of the Client Data.
- 27.2. Clearvision shall process the Client Data only in accordance with the Client's instructions from time to time and shall not process the Client Data for any purposes other than those expressly authorised by the Client.
- 27.3. Clearvision shall take reasonable steps to ensure the reliability of all its employees who have access to the Client Data.
- 27.4. Each Party warrants to the other that it will process the Client Data in compliance with all Applicable Law, enactments, regulations, orders, standards and other similar instruments.
- 27.5. Clearvision warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- 27.5.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Client Data and against the accidental loss or destruction of, or damage to, Client Data to ensure a level of security appropriate to:
 - 27.5.1.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - 27.5.1.2. the nature of the data to be protected.
 - 27.5.2. take reasonable steps to ensure compliance with those measures.
- 27.6. Each Party agrees to indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the first Party or its employees, consultants, subcontractors or agents to comply with any of its obligations under this Agreement.
- 27.7. The Client acknowledges that Clearvision is reliant on the Client for direction as to the extent to which Clearvision is entitled to use and process the Client Data. Consequently, Clearvision will not be liable for any claim brought by a Data Subject arising from any action or omission by Clearvision, to the extent that such action or omission resulted directly from the Client's instructions.

27.8. Clearvision may authorise a third party to process the Client Data ("Data Processing Subcontractor") provided that the Data Processing Subcontractor's contract:

27.8.1. is on terms which are substantially the same as those set out in this Agreement; and

27.8.2. terminates automatically on termination of this Agreement for any reason.

28. **Intellectual Property Rights**

28.1. In relation to the Deliverables:

28.1.1. Clearvision and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;

28.1.2. Clearvision grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement and the relevant Statement of Work and/or Purchase Order to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables which are the subject of the relevant Statement of Work and/or Purchase Order in its business; and

28.1.3. the Client shall not sub-license, assign or otherwise transfer the rights granted in clause 28.1.2.

28.2. Where the Deliverables comprise training materials (as shall be identified in the relevant Statement of Work and/or Purchase Order) ("Training Materials"), the provisions of clause 28.1.2 above shall apply, and further, the Client shall:

28.2.1. not reproduce any hard copy Training Materials. Additional or replacement Training Materials may be purchased from Clearvision directly;

28.2.2. not record any training session whether classroom or webinar based. Recordings of training sessions whether classroom or webinar based may be purchased from Clearvision directly. The Client must inform Clearvision in advance of the session if a recording is required; and

28.2.3. ensure that all Training Materials whether tangible or intangible are used for internal purposes only and shall not be reproduced, sold, copied or quoted whether in whole or in part for the Client's own use without Clearvision's prior written consent.

28.3. The Client understands that all information (including but not exclusively data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which the Client may have access to or through its receipt and use of the Services (including advertisements) may be protected by Intellectual Property Rights owned by the sponsors or advertisers providing content to Clearvision. Accordingly, the Client may not modify, rent, lease, loan, sell, distribute or create derivative works based on such content either in whole or in part without

having express written agreement from Clearvision or the legal owners in law of such content.

28.4. In relation to the Client Materials, the Client:

- 28.4.1. and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and
- 28.4.2. grants to Clearvision a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement and the relevant Statement of Work for the purpose of providing the Services and/or Deliverables to the Client.

28.5. Clearvision:

- 28.5.1. warrants that the receipt and use of the Services and/or the Deliverables by the Client shall not infringe any rights of third parties to the extent that the infringement results from copying;
- 28.5.2. shall, subject to clause 24 of this Agreement, keep the Client indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use of the Services and the Deliverables; and
- 28.5.3. shall not be in breach of the warranty at clause 28.5.1 above, and the Client shall have no claim under the indemnity at clause 28.5.2 above, to the extent the infringement arises from:
 - 28.5.3.1. the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Services or any Deliverable;
 - 28.5.3.2. any modification of the Services or any Deliverable, other than by or on behalf of Clearvision; and
 - 28.5.3.3. compliance with the Client's specifications or instructions.

28.6. The Client:

- 28.6.1. warrants that the receipt and use in the performance of this Agreement and the relevant Statement of Work by Clearvision, its agents, subcontractors or consultants of the Client Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- 28.6.2. shall keep Clearvision, its agents, subcontractors or consultants indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Clearvision as a result of or in connection with any claim

brought against Clearvision, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement and the relevant Statement of Work and/or Purchase Order of the Client Materials.

- 28.7. If either Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") under this Intellectual Property Rights section of this Agreement, the Indemnified Party shall:
- 28.7.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clauses 28.5.2 or 28.6.2 above (as applicable) ("IPRs Claim");
 - 28.7.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 28.7.3. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
 - 28.7.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.
29. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
30. **Non-solicitation.** Each Party agrees, for the Term of this Agreement and for a further period of twelve (12) months thereafter, not to solicit or induce any officer, employee, agent or contractor of the other party to terminate their employment or engagement with that Party without the prior written consent of that Party. The foregoing will not apply to individuals solicited as a result of the use of an independent employment agency (so long as the agency was not directed to solicit a particular individual) or as a result of the use of a general solicitation (such as a newspaper advertisement or on radio or television) not specifically directed to employees of the other Party.
31. **Publicity.**
- 31.1. Client grants Clearvision the right to include the Client's name, brand, logo and any feedback either in whole or in part given to Clearvision arising from the supply of Services and/or Deliverables in Clearvision's promotional and marketing materials, website, collateral and/or other material.

- 31.2. Client can opt to have their name, brand, logo and/or feedback excluded from such use by Clearvision by emailing marketing@clearvision-cm.com with the subject matter stating "Non-use of Subscriber Name" and indicating which items to remove. Clearvision will acknowledge Client within thirty (30) days that all Client name or brand, logo and/or feedback has been removed.
- 31.3. Client may not use Clearvision's trading names, trademarks, service marks, logos, domain names or other distinctive features ("brand features") without prior written consent from Clearvision.
- 31.4. Client acknowledges that Clearvision reserve the right to withdraw consent in relation to this clause 31.4 at any time and without reason. In the event of this clause 31.4 being effected Client will remove all references to Clearvision brand features within a period of no more than thirty (30) days.
32. **Anti-Bribery.** Clearvision represents and warrants that it and its agents, directors, employees, officers, consultants and subcontractors shall comply with the relevant laws and shall not engage in any activity, practice or conduct which would constitute an offence under the relevant laws and Clearvision represents and warrants that it shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including "adequate procedures" under the relevant laws, to ensure compliance with the relevant laws.
33. **Force Majeure.**
- 33.1. Neither Party will be liable for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, including without limitation, any delay caused by war, threat of war, terrorism, riot, interruption of electricity, internet, means of telecommunication, strikes, unavailability of personnel and any delay caused by any act or omission of the other Party, compliance with any law or governmental order, rule, regulation or direction, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster ("Force Majeure").
- 33.2. The Parties are not under any obligation to fulfil any obligation if fulfilment is impossible as a consequence of Force Majeure. The term Force Majeure shall be taken to include force majeure of Clearvision's suppliers, the failure to properly fulfil obligations by suppliers which the Client has instructed Clearvision to use, as well as any defectiveness of third party products or software which the Client has instructed Clearvision to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the Parties shall have the right to terminate a Statement of Work by giving notice to the other in writing. Any Services or additional Services which have been delivered or performed pursuant to a Statement of Work before the Force Majeure event may be invoiced by Clearvision and will be payable by the Client.
34. **Entire Agreement.** This Agreement, including all schedules, exhibits and addenda hereto and all Statements of Work, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
35. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of Applicable Law or otherwise, without the prior written consent of the other

Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Statements of Work), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. In the event of such a termination, Clearvision shall refund Client any prepaid fees covering the remainder of the term of all orders after the effective date of termination.

36. **Enurement.** This Agreement shall ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
37. **Modification.** Any amendment or modification to this Agreement or additional obligation assumed by either Party in relation to this Agreement shall be in writing and signed by each Party or an authorised representative of each Party. Any modification contrary to this clause shall be void and without full force or effect.
38. **Counterparts.** This Agreement may be executed in counterparts which taken together shall form one legal instrument.
39. **Severability.** If any provision (or part of a provision) of this Agreement is held by a court of competent jurisdiction to be contrary to Applicable Law, the provision (or relevant part thereof) shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions of this Agreement shall remain in effect.
40. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.
41. **Dispute Resolution.** Should a dispute arise between the Parties in relation to this Agreement or Statements of Work then prior to pursuing any legal rights the aggrieved Party must provide written notification of the problem to a Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within fourteen (14) calendar days. Should the problem remain unresolved then the aggrieved Party must provide written notification of the problem to the Managing Director (or equivalent position) of the other Party. Both Parties shall then use all reasonable endeavours to resolve the dispute within a further twenty one (21) calendar days. Should there still be no resolution in this thirty-five (35) calendar day period then the aggrieved Party is entitled to pursue its legal rights.
42. **Governing Law.** It is the intention of the Parties that this Agreement and performance of and under this Agreement, and all legal action, dispute resolution and special proceedings, be construed and governed, to the exclusion of the law of any other forum or jurisdiction, by the laws of England and Wales, without regard to the jurisdiction any legal action, dispute resolution and special proceedings may be instituted.
43. **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day

after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim (“Legal Notices”), the first business day after sending by email. Notices and Legal Notices to Clearvision shall be addressed to the attention of its Finance Director at the registered office. Billing-related notices to Client shall be addressed to the relevant billing contact designated by Client, and Legal Notices to Client shall be addressed to Customer and clearly identified as Legal Notices. All other notices to Client shall be addressed to the relevant contact designated by Client.

44. **Electronic Signature.** Transmission of an executed document (but for the avoidance of doubt not just a signature page) by email or electronic signature system shall take effect as delivery of the relevant document.

Signed for and on behalf of:

CLEARVISION (CM) 2005 LIMITED

Signed

Print

Title

Signed

Print

Title

Charges Schedule

General

1. In consideration of the provision of the Project, Services and/or Deliverables by Clearvision, the Client shall pay the Charges as set out in the relevant Statement of Work and/or Purchase Order, in accordance with the payment terms set out in this Charges Schedule, and, to the extent applicable, the terms of this Agreement in its entirety.
2. Unless otherwise agreed by the parties in a Statement of Work, all work undertaken by Clearvision for the Client in connection with the provision of the Services and/or Deliverables shall be charged:
 - 2.1. on a Saturday, at one and a half (1.5) times the relevant Clearvision standard rates as set out in the relevant Statement of Work; and
 - 2.2. on a Sunday, or bank or public holiday, at two (2) times the relevant Clearvision standard rates as set out in the relevant Statement of Work.
3. Without prejudice to and of the provisions of this Agreement, Clearvision reserves the right to increase the Charges set out in the relevant Statement of Work, by giving notice to the Client at any time, to reflect any increase in the cost of the Services and/or Deliverables to Clearvision that is due to:
 - 3.1. any factor beyond Clearvision's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour and materials); or
 - 3.2. any delay caused by any instructions of the Client in respect of the Services and/or Deliverables or failure of the Client to give Clearvision adequate or accurate information or instructions in respect of the Services and/or Deliverables.

Expenses

4. Unless otherwise agreed between the Parties, the Charges exclude the following, which shall be payable by the Client:
 - 4.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Clearvision engages in connection with the Services; and
 - 4.2. the cost to Clearvision of any materials or services procured by Clearvision from third parties for the provision of the Services as such items and their cost are set out in the Statement of Work.
5. Each invoice shall, where applicable, include any expenses as a single line item.
6. Clearvision shall not be required to provide any expenses receipts unless a copy of the same has been requested by the Client prior to an invoice being issued. Clearvision reserves the right to levy an administration charge on the Client equivalent to £50.00 (fifty pounds) per invoice in the event that a detailed breakdown of expenses is requested by the Client prior to an invoice being issued. Where a detailed breakdown of expenses is requested by the

Client after an invoice has been issued, Clearvision reserves the right to levy an administration charge on the Client equivalent to £150.00 (one hundred and fifty pounds).

Invoicing

7. Clearvision shall invoice the Client for the Charges for Professional Services at the intervals specified in the Statement of Work. Intervals may include an advance payment prior to the commencement date of the Statement of Work and/or Milestone Payments
8. Where the Services include the provision of Support by Clearvision, Clearvision shall invoice the Client for the relevant Charges in full and in advance of the relevant Statement of Work and/or Purchase Order commencement date. For the avoidance of doubt, no Support hours shall be made available for the Client by Clearvision unless and until payment for the relevant invoice has been received in full. Additional Support hours may be purchased by the Client at any time during the term of the relevant Statement of Work and will be invoiced on the basis set out in this clause 8.
9. Where the Services include the provision of Software by Clearvision, Clearvision shall invoice the Client in full and in advance of the relevant Statement of Work and/or Purchase Order commencement date for all Charges payable in respect of the Software (including annual support and maintenance if appropriate). A temporary licence key will be issued to activate the Software until full payment is received. Clearvision reserves the right not to extend the temporary licence further if payment is not received by the agreed deadline for payment.

Payment Terms

10. The Client shall pay each invoice submitted to it by Clearvision within thirty (30) days of the date of invoice in full and in cleared funds to a bank account nominated in writing by Clearvision from time to time. All invoices and payments shall be made in the currency stated on the invoice. The Client shall be responsible for any applicable bank and/or foreign exchange charges.
11. Any sum payable by the Client under this Agreement which is expressed in Pounds Sterling shall, where applicable (and by mutual written agreement between the parties), be converted into either US Dollars, or Euros, using an independent exchange rate selected by Clearvision in its sole discretion.
12. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Clearvision any sum due under this Agreement or the relevant Statement of Work and/or Purchase Order on the due date:
 - 12.1. the Client shall pay late payment fees equivalent to 5% of the invoice value for each full calendar month the invoice is overdue by. The Client shall pay the late payment fees together with the overdue amount; and
 - 12.2. if applicable, Clearvision may suspend part or all of the Services until payment has been made in full.
13. If payment is not made within thirty (30) days of the due date, Clearvision shall have the right to terminate this Agreement and/or the relevant Statement of Work and/or Purchase Order immediately on written notice to the Client.

14. All sums payable to Clearvision under this Agreement or the relevant Statement of Work and/or Purchase Order:
 - 14.1. are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 14.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



Statement of Work

Between:

CLEARVISION (CM) 2005 LIMITED

and

Statement of Work Reference:

Version:

Date:

DD/MM/YYYY

This Statement of Work (the "SOW") is made on _____ 20__ (the "**Effective Date**") between:

- A. **CLEARVISION (CM) 2005 LIMITED** a company registered in England and Wales, whose registered office is at Laurel Farm, Wintershill, Durley, Southampton, SO32 2AH (hereafter "**Clearvision**"); and
- B. _____, a company registered in _____,
whose registered office is at _____
_____ (hereafter
"**Client**").

This Statement of Work

- I. Client orders and Clearvision agrees to provide the Services as detailed in this SOW;
- II. Clearvision shall perform the Services in accordance with the Master Service Agreement (the “Agreement”) dated DD/MM/YYYY;
- III. All definitions provided for in the Agreement apply to this SOW; and
- IV. In the event of a conflict between this SOW and the Agreement, this SOW shall prevail.

Background

[INSERT PARAGRAPH ON HOW THE PROJECT WAS CONCEIVED AND A SUMMARY OF WHAT IS TO BE ACHIEVED]

Key Project Information

Clearvision Account Manager	[name]	[email]
Clearvision Project Manager	[name]	[email]
Clearvision Lead Consultant	[name]	[email]
Additional Consultants	[name]	[email]
	[name]	[email]
	[name]	[email]
Client Primary Contact	[name]	[email]
Delivery Address		
Client Internal Reference		

Scope of Work

1. Prerequisites.

All applicable prerequisites will be detailed in this section.

2. Summary of Scope.

Item	Activity	Number of Days	Day Rate	Item Cost
1				
2				
3				
4				
5				
Total (excluding VAT & Expenses)				

Deliverables

3. The scheduled Deliverables from this SOW are:

Summary	Assignee	Planned Start Date	Planned End Date	Original Estimate	Activity Presence	Status
		DD/MM/YYYY	DD/MM/YYYY			

4. **Dates.** All dates proposed within this SOW shall be provisional until Clearvision receives a signed copy from Client.
5. Clearvision shall use best endeavours to deliver the scheduled Deliverables within the time available.
6. **Changes to this SOW.** All changes to this SOW shall be subject to the Change Control process in the Agreement.
7. **Completion of Deliverables.** Completion of the Deliverables shall be confirmed to Client during the project close-out process.
8. Unless otherwise agreed in writing between the parties, Client shall use the total of the Number of Days agreed in the Scope of this SOW within twelve (12) months of the Effective Date of this SOW.

Invoicing

9. Client shall be invoiced in full (excluding Expenses) upon Clearvision's receipt of a signed copy of this SOW from Client.

*******OR*******

9. Clearvision shall deliver this SOW against agreed Milestones and Client shall be invoiced per the billing schedule below:

Milestone	Summary	Payment Amount	Invoice Date
1			DD/MM/YYYY
2			
3			
4			
5			

10. Expenses where applicable will be invoiced on project completion and in accordance with the Agreement.
11. All invoices are payable in accordance with the Agreement.

Invoicing Schedule

10. Client shall be invoiced in full (excluding Expenses) upon Clearvision's receipt of a signed copy of this SOW from Client.
11. Where Clearvision agrees to deliver this SOW using Milestones, Client shall be invoiced based on the following Milestone Billing schedule:

Milestone	Summary	Payment Amount	Invoice Date
1			DD/MM/YYYY
2			
3			
4			
5			

12. Expenses where applicable will be invoiced on project completion and in accordance with the Charges Schedule of the Agreement.

13. All invoices are payable in accordance with the Agreement.

THE PARTIES hereto have caused this Statement of Work to be executed by their authorised representatives as of the Effective Date.

Signed for and on behalf of:

CLEARVISION (CM) 2005 LIMITED

Signed

Signed

Print

Print

Title

Title

Hosting Schedule

Clearvision Hosting. Clearvision's Hosting shall be provided to the Client based on the terms and Support Level Agreement (SLA) contained within this Hosting Schedule.

1. **Purpose.** This Hosting Schedule details the SLA between Clearvision and the Client for the provision of Hosting Services.

2. **Definitions.**

"Application"	means the software applications as documented in the associated Statement of Work and/or Purchase Order;
"Availability"	means the continuous provision of the Platform and Infrastructure to 99.9% and the Service to 99% of the contracted Operational Period;
"External Storage"	means the data storage associated with the Services which will persist beyond the life of the Host;
"Host"	refers to a virtualised server deployed to support one or more Applications;
"Infrastructure"	refers to the ancillary systems support the delivery of the Host systems to the Client;
"Operational Period"	means the time period over which the Service will be available;
"Platform"	refers to the Host/s and associated Infrastructure that provide the basis for the Service delivery;
"Responsible User"	means the designated User or Users for the Client who will be responsible to interfacing and interacting with Clearvision for support issues and similar problems;
"Support Hours"	means the coverage of supplied support hours associated with the Support Schedule;
"Term"	means the Initial and Renewal Terms of the applications; and
"User"	means any employee, representative, consultant, contractor or other party who have access to the Application/s.

3. **Term.** The Term shall commence on the date the required virtual infrastructure is deployed and running and shall remain deployed and running for the duration identified in the applicable Statement of Work and/or Purchase Order.

4. **Named Client Contacts.** The Client will provide Clearvision with a list of personnel and technical contacts who will be responsible for Service delivery from the Client's perspective. An additional list of Users who will be authorised to raise service desk issues will also be provided to Clearvision by the Client and maintained as necessary.
5. **Party Responsibilities.** The following table defines the areas of responsibility between Clearvision, the Client and any Third Party.

Service element	Clearvision	Client	Third Party
Service Management	Project and services management to ensure smooth initiation and subsequent operation of services.	None	None
Incident Management and Reporting	<ul style="list-style-type: none"> • Notification of any incidents identified by Clearvision which impact the Client to Client's representatives. • Resolution of any identified problems and communication of updates to Client's representative during problem resolution. • Closure of incidents on successful resolution. 	<ul style="list-style-type: none"> • Notification and/or escalation of incidents to Clearvision as and when identified by Client personnel - fault, system down or other similar incident. • Handling of liaison with Client staff and associated end users while problem is under resolutions and notification of problem resolution to appropriate parties when required. 	None
Performance/Fault Monitoring	Monitoring of systems services for performance analysis and detection of faults.	None	None

Change, Release and Configuration Management	<ul style="list-style-type: none"> • Identification of changes required to system and notification of the same to the Client. • Planning of change Release and documentation of Configuration changes if appropriate. • Completion of Change Management process. 	<ul style="list-style-type: none"> • Identification of changes required to system and notification of the same to Clearvision. • Sign-off on indicated changes and release plan. • Depending on the nature and extent of a change, standard Clearvision T&M charges may apply. 	None
Management of Third Parties	Management of hosting infrastructure services provider.	<ul style="list-style-type: none"> • Management of any Client contracted third party involved in system implementation and ongoing service. • This would include infrastructure and networking providers etc. where applicable. 	None
Application Security	Clearvision will provide one or more firewalls to secure the application servers. Clearvision will ensure the security of the service provision through applicable access controls for it's own staff. This will limit access to the underlying systems to approved Clearvision personnel only.	The Client will be responsible for the access controls applied against the end users of the applications through password management and the adding and/or removing users from LDAP / AD.	None
Disaster Recovery	<ul style="list-style-type: none"> • Clearvision will monitor the systems at all times and will additionally monitor alerts from the underlying services provision. • In the event of a system failure Clearvision will provide immediate notification to the Client. 	<ul style="list-style-type: none"> • The Client will monitor the applications themselves as end users of the service. • In the event of a system failure the Client will provide immediate notification to Clearvision. • In the event of Data Corruption through malicious or accidental 	None

	<ul style="list-style-type: none"> • Clearvision will attempt to restore services by restarting the necessary applications and services. • In the event of data loss or corruption, Clearvision will restore from the latest available backup. 	activities (e.g. deletion of a JIRA Project) the Client will identify the Data Loss to Clearvision so that efforts can be made to retrieve the data from backups and restore this to production systems.	
Host Management & Monitoring	Full management and monitoring of all services implemented on behalf of the Client.	None	None
Backup of Data	Full provisioning of backups and monitoring of backup processes in accordance with this Hosting Schedule	<ul style="list-style-type: none"> • Specification of the Recovery Point Objectives and Recovery Time Objectives on project initiation and subsequent change request if appropriate. • Timely notification of any Data Loss or Corruption in the event of accidental or malicious activities to enable speedy and effective recovery. 	None
Firewall Provision and Configuration	Provision and configuration of the firewall services to ensure unwanted traffic is prevented from accessing the Service.	None	None
Infrastructure	Supply of services infrastructure as defined in the Contract terms and operation of the same.	None	None

6. Hosting Support.

- 6.1. The hosted infrastructure and applications are monitored 24/7/365.
- 6.2. Service provision includes monitoring and alerting which is always operational throughout the year. Incidents will be handled as per the Escalation Procedure below.
- 6.3. To initiate a Service request, the Client needs to follow the issue logging process as defined in the Support Schedule.

7. Escalation Procedure.

- 7.1. The Client will in the first instance escalate support requests to the service desk team leader via the portal.
- 7.2. If the Client is unable to reach an agreement with the service desk team leader, it may then escalate the issue to higher level of management as per the escalation path detailed below.

Escalation Level	Clearvision contact	Contact email	Contact phone
Major	Jake Churcher (Support Lead)	jchurcher@clearvision-cm.com	+44 (0) 2381 157802
Critical	Matt Muschol (Technical Director)	mmuschol@clearvision-cm.com	+44 (0) 2381 157820

8. Patch Management.

- 8.1. Clearvision undertake to manage the patching of the various operating systems supporting the Service on a planned schedule.
- 8.2. Security and vulnerability alerts are available for all operating systems (CentOS, Microsoft Windows) implemented by Clearvision on behalf of the Client. Clearvision will monitor these alerts and provide timely and effective resolution of any issues found.
- 8.3. Delivery of patches to the system will be conducted under change control procedures and will be applied within scheduled maintenance periods.
- 8.4. Critical operating system and application patches will be applied within 7 working days of their release into the public domain. This applies to supported operating systems (CentOS, Microsoft Windows) and any applications supporting the service including firewalls, web server and end user applications.

9. Update Management.

- 9.1. Platform release and feature release upgrades are not included.
- 9.2. Clearvision can perform updates to the Applications at an additional charge.
- 9.3. Update Management will be performed under the Change Management process and within scheduled maintenance.

10. Change Management.

- 10.1. A formal change management process will be used for any significant change to the Service provision undertaken by either the Client or Clearvision.

10.2. The change management process will include but not be limited to the following steps:

10.2.1. Statement of Change

10.2.2. Requirements Gathering

10.2.3. Requirements Sign-off

10.2.4. Project Specification

10.2.5. Specification Review

10.2.6. User Acceptance Testing (may be waived depending on change)

10.2.7. Project Scheduling

10.2.8. Changes Affected

10.2.9. Project Review

10.2.10. Project Sign-off

11. **Service Availability.**

11.1. Clearvision will use all reasonable endeavour to ensure that the Availability of the Service meets the criteria defined within the SLA.

11.2. Availability is calculated on a monthly basis based on the following formula:

11.2.1.
$$\text{Availability (\%)} = \frac{\text{total number of hours in period} - \text{Unavailable Hours}}{\text{total hours in period}}$$

11.3. Unavailable Hours excludes any time associated with scheduled maintenance or waiting for Client or third party responses to requests for information and/or rectification.

12. **Service Level Failures.**

12.1. Only failures due to known and accepted Clearvision problems are covered by this SLA. Problems related to any part of the Service which derive from the actions of the Client and/or third parties do not constitute failures in terms of this SLA and are not subject to remedy by Clearvision under any support contract. Clearvision does not accept responsibility for any such incidents.

12.2. Clearvision have control of the Infrastructure, Hosts and Applications. Issues related to any system outside of Clearvision's direct control are not subject to this SLA and Clearvision accept no responsibility for any such issues.

- 12.3. In the event that Clearvision does not meet or exceed the Service Availability as defined, the Client will be eligible for credits against any future charges as laid out below.

13. **Service Credits.**

- 13.1. Service credits are calculated on a quarterly basis based on the calculated Availability for the previous period.

- 13.2. Where Availability of the Platform falls below 99.9% or Availability of the Service falls below 99%, a credit will be made based on the following formula:

13.2.1.
$$\text{Credit} = (\text{number of hours of outage (full or in part)} - \text{number of allowed hours (based on SLA)}) \times 100\%$$

- 13.3. This credit will not exceed 25% of the applicable monthly fee and will only be issued if the value of the credit exceeds one pound (GBP/£).

14. **Backup.** A daily backup is taken between 02:00 and 06:00 (GMT/BST).

15. **Retention.** Backups are retained for a period of twenty-eight (28) days.

16. **Distribution.** This Hosting Schedule is for distribution to contracted and potential clients for the purpose of defining the SLA pertaining to the Hosting services offered by Clearvision. The contents of this document copyright and are for privileged use only and must not be distributed or replicated in any form without the express consent of Clearvision.

Signed for and on behalf of:

CLEARVISION (CM) 2005 LIMITED

Signed

Print

Title

Date

Signed

Print

Title

Date

Professional Services Schedule

1. This project will be jointly managed by Clearvision's Project Manager and Client. Client has overall responsibility for project management, as well as project ownership, user participation and decision-making. Clearvision shall be responsible for managing the delivery of all Deliverables.
2. **Planning.**
 - 2.1. The Project Manager oversees the project, drives communication across the Clearvision/Client teams, ensures milestones are met and costs stay aligned with the original estimates.
 - 2.2. The Project Manager is generally the primary point of contact for a project.
 - 2.3. Project responsibilities are shared between the assigned Clearvision Project Manager and Lead Consultant.
 - 2.4. The below RACI table defines the Project Management to be delivered throughout the project, the roles involved in completing the tasks and responsibility through the process.

Ref no:	Function	Project Manager	Lead Consultant
PM01	Schedule delivery dates of the consultant(s)	RA	C
PM02	Make updates to SOW to match agreed scope and expectations	RA	C
PM03	Provide input and review of SOW scope, dependencies & prerequisites	C	RA
PM04	Ensure SOW sign-off and acceptance by Client stakeholders	RA	I
PM05	Highlight initial expected risks and dependencies	RA	C
PM06	Highlight Client owned risks and dependencies	RA	A
PM07	Setup pre-engagement initiation call	RA	C
PM08	Ensure logistical items are addressed on pre-engagement call	RA	C
PM09	Ensure travel and accommodation arrangements are made prior to the project	C	RA
PM10	Ensure Clearvision internal IT resources (training environments, FTP) are in place (as required)	RA	I
PM11	Own project budget and highlight risk of overrun and/or remaining time available	RA	A
PM12	Take ownership of Clearvision owned risks identified throughout the project from engagement start date	C	RA
PM13	Escalating of challenges to Client stakeholders	RA	C
PM14	Provide regular Status Reporting through Basecamp (as required)	I	RA
PM15	Create and issue Change Requests (as required)	RA	C

Ref no:	Function	Project Manager	Lead Consultant
PM16	Confirm delivery against agreed scope	I	RA
PM17	Formal project closure to Client	RA	I

R = **Responsible** (Person who carries out the activity); A = **Accountable** (Person with decision authority); C = **Consulted** (Persons who are to be consulted before a decision/action is taken); I = **informed** (Persons who are to be informed about decision/activity)

3. Communication Strategy.

- 3.1. In principle, Clearvision's chosen method of communication for projects which are four (4) days or more in duration will be the online project management tool, Basecamp. For projects where the duration is less than 3 days Clearvision will communicate via email and telephone with the Client project team.
- 3.2. Please ensure that your Project Manager is made aware of all persons requiring access to Basecamp as an invitation will be sent via email to access the tool.
- 3.3. Clearvision encourages daily communication with clients via Basecamp to track the progress of the project, raise any issues and upload documents.
- 3.4. Clearvision will highlight any issues and possible deviations via this tool to confirm acceptance with the client.

4. Project Responsibilities.

Ref no:	Function	Clearvision	Client
D01	Provide a qualified consultant	RA	I
D02	Ensure travel and accommodation arrangements are made prior to the engagement	RA	C
D03	Ensure a technical resource is available for a pre-engagement initiation call	AC	R
D04	Provide access to the applicable environment(s) and application(s)	AC	RC
D05	Provide system environment and details of current environment prior to engagement	AC	R
D06	Confirmation a suitable meeting room has been reserved for mentoring sessions	I	R
D07	White board/ flip chart and pens available	I	RA
D08	Initial scoping investigation tasks	R	AC
D09	Perform configuration changes in line with Client requirements	R	AC
D10	Advisory on further plugins/functionalities that will benefit existing processes	RA	I
D11	Identify key personnel responsible for acceptance of phases	C	RA

Ref no:	Function	Clearvision	Client
D12	Provide best practice advise	RA	I

R = **Responsible** (Person who carries out the activity); A = **Accountable** (Person with decision authority); C = **Consulted** (Persons who are to be consulted before a decision / action is taken); I = **Informed** (Persons who are to be informed about decision / activity)

5. Project Assumptions.

- 5.1. Active participation by Client's resources in all tasks is a precondition to the successful completion of the project. Without timely access to personnel and information, SOW completion could be delayed, and Client may incur additional expense.
- 5.2. Clearvision requires the following:
 - 5.2.1. All Client preparation items must be complete and validated by the Clearvision Lead Consultant or Project Manager in order to schedule the Planned Start Date;
 - 5.2.2. Client will identify a project leader as the principal contact for the Clearvision;
 - 5.2.3. Client will identify, and provide access to, all relevant subject matter experts and other appropriate personnel necessary;
 - 5.2.4. Timely access to personnel with appropriate clearances, system passwords, system and/or network configuration information etc. as and when required;
 - 5.2.5. All hardware and software required for the engagement shall be on-site and available to Clearvision when required.
 - 5.2.6. Client will enable system and physical security access as needed for Clearvision. Resources not accessible to Clearvision may impact the Planned End Dates.

6. **Dependencies.** In order to mitigate risks in this area and to ensure a smooth delivery of the project tasks Clearvision have identified the following dependencies.

Ref no:	Item	Owner	Completion Due
D01	Any information requests (e.g. implementation questions, security access)	Client	1 week prior to start date
D02	Returned Technical Questionnaire (where applicable)	Client	1 week prior to start date
D03	Guest network access	Client	Start date
D04	Suitable place to work or meeting rooms	Client	Start date
D05	Administrator access is provided to the applications and servers	Client	Start date
D06	Prior to Production migration /upgrade UAT Sign-Off document must be provided	Client	As required

Software Licences Schedule

1. **Atlassian.** Third Party Software includes Atlassian and the following shall apply.
 - 1.1. Atlassian's Customer Agreement (ACA) and policies can be found at www.atlassian.com/legal. ACA shall be accepted by the Client upon submitting a Purchase Order to Clearvision. Clearvision will not provide a copy Atlassian's Customer Agreement unless requested.
 - 1.2. For the avoidance of doubt Atlassian software is Third Party Software.
2. **Other Third Party Software.** In the event the Client submits a Purchase Order to Clearvision in relation to Third Party Software it shall be assumed the Client has agreed to the terms of the applicable EULA and that they shall be incorporated into this Agreement.
3. **Clearvision Software.** The following general terms shall apply to Software published by Clearvision.
 - 3.1. With effect from the commencement date, Clearvision grants the Client a non-exclusive licence to install and use the Software for the licence term.
 - 3.2. The Client's right to use the Software is subject to this Agreement, any Statement of Work and/or Purchase Order and any and all associated EULA, policies and/or documentation.
 - 3.3. Except as otherwise provided in this Agreement or authorised in writing in advance, the Client shall not, nor permit others to:
 - 3.3.1. use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it, except to the extent permitted by law;
 - 3.3.2. decode, reverse engineer, disassemble, decompile or other translate or convert the Software or any part of it, except to the extent permitted by law;
 - 3.3.3. Transfer, loan, lease, assign, rent, or otherwise sublicense the Software; or
 - 3.3.4. Remove, any copyright, proprietary or similar notes from the Software (or any copies of it).
 - 3.4. **Escrow.** In relation to the Software, Clearvision shall:
 - 3.4.1. keep up-to-date versions of the source code which contain sufficient information in human-readable form to enable a trained programmer to understand, maintain and correct the Software; and
 - 3.4.2. prepare accurate, full and detailed documentation for the Software such that reasonably competent users can easily use all functions of the Software.
 - 3.5. **Licence Warranties.** Clearvision represents and warrants that:

- 3.5.1. it has the right to grant the licence;
- 3.5.2. the Software will operate in accordance with its documentation and specification in all material respects for the licence term;
- 3.5.3. the software is suitable for the purposes that have been made known to Clearvision;
- 3.5.4. the possession of the Software will not infringe the Intellectual Property Rights of any third party;
- 3.5.5. the Software will not contain anything, and nothing shall be inserted or entered into the Software or any part of the Client's system/s (including any virus, authorisation key, licence control utility or software lock), which is intended by any person to, is likely to, or may:
 - 3.5.5.1. impair the operation of the Software or any computer systems or programs in the Client's possession;
 - 3.5.5.2. cause loss of, or corruption or damage to, any program or data held on the Software or any other computer systems or programs in the Client's possession; or
 - 3.5.5.3. damage the Client's of Affiliate's reputation.

Signed for and on behalf of:

CLEARVISION (CM) 2005 LIMITED

Signed

Signed

Print

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Title

Title

Date

Date

Support Schedule

Clearvision Support Provision. Clearvision Support shall be provided on the following terms and in accordance with the SLA below.

1. Support is charged in blocks of fifteen (15) minutes ("Charging Period"). The Charging Period begins upon Clearvision acknowledging, via the Support Desk, the Client's Request. The Charging Period will end upon Clearvision a response to the Client.
2. Client shall be entitled to nominate five (5) authorised representatives to raise Support requests.
3. All requests, responses and time will be tracked by Clearvision. A report shall be made available upon request.
4. Support requests will not be actively worked by Clearvision and will not adhere to any agreed Service Level Agreement if all Support hours have already been used by the Client. Additional Support hours may be purchased by the Client at any time.
5. Any on-site assistance requested by the Client or additional materials required to fulfil the requests shall be chargeable to the Client.
6. Support hours are non-transferrable following the expiration of the Support period. Support hours may not be exchanged for Professional Services (these will be quoted and delivered separately).

Clearvision Support - Service Level Agreement. The following SLA shall apply to Clearvision Support:

7. **Purpose.** The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Client by Clearvision by:
 - 7.1. presenting a clear, concise and measurable description of service provision to the Client;
 - 7.2. providing clear reference to service ownership, accountability, roles and responsibilities; and
 - 7.3. matching perceptions of expected service provision with actual service support & delivery.
9. **Definitions.** In this Schedule the following definitions shall apply:

"Application"	means the software applications;
"Availability"	means the continuous provision of the platform and infrastructure to 99.9% and the service to 99% of the purchased Operational Period;
"Operational Period"	means the time period over which the service

will be available;

“Responsible User”

means the designated User or Users for the Client who will be responsible for interfacing and interacting with Clearvision for support issues;

“SLA”

means this Service Level Agreement;

“Support Hours”

means the coverage of supplied support hours;

“Term”

means the initial and renewal terms as defined in the associated Statement of Work and/or Purchase Order; and

“User”

means any employee, representative, consultant, contractor or other party who has access to the Application/s.

10. **Named Client Contacts.** The Client will provide Clearvision with a list of personnel and technical contacts who will be responsible for service delivery from the Client’s perspective. An additional list of Users who will be authorised to raise service desk issues will also be provided to Clearvision by the Client and maintained as necessary. Change Requests and Problem Records are only applicable to customers with a managed service.
11. **Party Responsibilities.** The areas of responsibility for Clearvision, the Client and any third party are as follows:

Service element	Clearvision	Client	Third party
Service Management	Project and services management to ensure smooth initiation and subsequent operation of services (if applicable)	None	None
Incident, Request, Change, Problem Management and Reporting	Notification of any incidents identified by Clearvision which impact the Client to Client's representatives. Resolution of any identified incidents and	Notification and/or escalation of incidents to Clearvision as and when identified by Client personnel - fault, system down or other similar incident. Handling of liaison with	None

	<p>communication of updates to Client's representative during problem resolution.</p> <p>Closure of incidents on successful resolution.</p> <p>Meeting response times associated with service related incidents, requests, problems and changes.</p> <p>Provide an accessible service portal for issue logging</p>	<p>Client staff and associated end users while problem is under resolutions and notification of resolution to appropriate parties when required.</p> <p>Payment for all support costs at the agreed interval.</p> <p>Reasonable availability of customer representative(s) when resolving a service related incident or request.</p>	
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12. **Hours of cover.** The hours of support cover are detailed below based on the Option purchased by the Customer. 24/7 is recommended for larger customers with mission critical needs for their supported solution.

Option	Hours covered	Days covered
10/5	08:00 to 18:00 (GMT/BST/PST/EST)	Monday to Friday excluding Bank Holidays
24/7	00:00 to 23:59 (GMT/BST/PST/EST)	Monday to Sunday including Bank Holidays

13. **Issue logging.**

- 13.1. In the first instance the Client's User will raise incidents, requests, changes or problems with their designated supervisor or Responsible User who will then escalate the incident via the Clearvision support portal.
- 13.2. Clearvision's support portal is found on <https://customersupport.clearvision-cm.com> and is available 24 hours per day.
- 13.3. All posted incidents must clearly define the nature of the problem and all relevant information:
 - 13.3.1. Business Impact: how many users or how much of the system is affected;
 - 13.3.2. Application/s: what is affected by the problem;
 - 13.3.3. Description: a detailed description of the problem;

13.3.4. Replication: steps required to replicate the issue if appropriate; and

13.3.5. Screenshot: where applicable, this should be included.

13.4. Client shall provide to Clearvision any and all relevant details to enable Clearvision to provide more accurate response and faster resolution.

14. Standard Atlassian Tools Support versus Atlassian Tools Support + Administration add-on

Feature	Standard Atlassian Tools Support	Administration add-on	Summary of Features/Limitations
Application support and guidance	◆	◆	Application support coverage for all Atlassian applications. Includes guidance and how to's for all aspects of; Confluence, JIRA, Crowd, Bamboo, Bitbucket, Fisheye, Clover and Crucible.
Incident break-fix support	◆	◆	Covers incidents and major incidents that occur within the Atlassian applications. If the application is down, we can fix it on a best endeavours basis.
Atlassian verified Marketplace add-on support and guidance	◆	◆	Support and guidance for Atlassian verified add-ons. This does not cover installation and configuration, see "Atlassian verified Marketplace add-on maintenance" for this feature.
24/7 client portal	◆	◆	24/7 access* to our Customer Support portal. Issues will be tracked by Clearvision. (*subject to availability)
Post-incident investigation	◆	◆	Following an incident that occurred on your Atlassian application, we can investigate the cause and advise on preventative action. This includes outages, authentication failures, performance issues. This will require front end admin access and backend ssh/rdp in order to fulfill.
Remote support	◆	◆	Remote support for your Atlassian applications for collaborative resolutions. We will connect remotely to discuss and

			resolve supported issues.
Major incident assistance	◆	◆	Major incident assistance during your purchased support option hours coverage. If an application is down, we can help on a best endeavours basis.
Application administration support		◆	Atlassian application administration on your behalf, including: <ul style="list-style-type: none"> • Dashboard configuration • User management • Scheme changes • Mail configuration • Workflow creation and changes • Custom field creation
Atlassian verified Marketplace add-on maintenance		◆	Maintenance for Atlassian verified marketplace add-ons, including: <ul style="list-style-type: none"> • Add-on installation • Add-on configuration on a best endeavours basis • Add-on upgrades • Add-on scoping
Vendor escalation with issue management		◆	Vendor escalation with issue management includes Clearvision liaising with the application or plugin vendors to reach a resolution of your issue.
Application request fulfilment		◆	Clearvision can fulfil requests for your Atlassian applications including: <ul style="list-style-type: none"> • Space/Project/Repo creation • Space/Project/Repo configuration changes • Adding/removing application users • Application configuration

15. Core Supported Applications

Product	Support platforms (current version)
Confluence	Confluence supported platforms
JIRA	JIRA supported platforms
Crowd	Crowd supported platforms

Bamboo	Bamboo supported platforms and Bamboo support policy
BitBucket	BitBucket supported platforms and BitBucket support policy
FishEye	FishEye supported platforms
Crucible	Crucible supported platforms
Clover	Clover supported platforms

16. Support Issue Severity Levels.

- 16.1. Customer shall prioritise Issue Severity based on the Business Impact as described below. This is to ensure Clearvision is able to help restore a normal service operation as quickly as possible and to minimise the impact on business operations, thus ensuring that the best possible levels of service quality and availability are maintained whilst following our SLA.
- 16.2. Clearvision shall validate Customer's Severity Level Designation, or notify Customer of a proposed change in the Severity Level Designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level Designation, each party shall promptly escalate such conflict as per the Escalation Process documented in this SLA.
- 16.3. The Issue Severity Levels shall be as follows:

Priority	Definition	Response Method	Examples
Critical	Critical indicates a production server or other mission critical system/s are down and no workaround is immediately available.	Client will be contacted initially by phone and backed up with support portal.	<ul style="list-style-type: none"> Performance of servers has degraded to an unusable level, e.g. Production server has failed, JIRA, Confluence etc. not accessible. No users are able to log into a production system. Multiple users unable to work AT ALL due to incorrect access. Request for access that is REQUIRED for multiple users, preventing them from working. An urgent request affecting multiple users.
Major	Degraded service -	Initial response via	<ul style="list-style-type: none"> Performance of JIRA/Confluence

	includes intermittent issues and reduced quality of service. A workaround may be available.	support portal, if unresolved after three (3) communications and subject to availability and technical detail, a phone call will be arranged.	<p>applications is bad, but still usable.</p> <ul style="list-style-type: none"> ● Intermittent issues with applications. ● Acceptable workaround may exist. ● Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. ● A major milestone is at risk.
Minor	General Issue - the issue does not significantly impact operations, or that a reasonable workaround has been implemented.	Support portal.	<ul style="list-style-type: none"> ● Documentation issues, e.g. cannot move Confluence page. ● A JIRA issue is corrupted in some way. ● A request with little or no impact if not fulfilled. ● Unable to transition workflow. ● Single user unable to authenticate.
Trivial	An issue of minor importance and low impact	Support portal.	<ul style="list-style-type: none"> ● Misspelled word on a Confluence page. ● Issue with little or no impact. ● General application usage questions. ● Page restrictions. ● Unable to move single JIRA issue.

15. **Response and Resolution objectives.**

Priority	Hours covered	Acknowledge/initial response	Detailed response	Target resolution	Status reporting
Critical	00:00 to 23:59 for 24/7 Support Option 08:00 to 18:00 (GMT/BST/PST/EST) for 10/5 Support Option	One (1) hour	Two (2) hours	Four (4) hours	Every two (2) hours
Major	08:00 to 18:00 (GMT/BST/PST/EST)	Four (4) hours	Twelve (12) hours	Twenty-four (24) hours	Daily
Minor	08:00 to 18:00 (GMT/BST/PST/EST)	Eight (8) hours	Eighteen (18) hours	Forty-eight (48) hours	Weekly

	EST)				
Trivial	08:00 to 18:00 (GMT/BST/PST/ EST)	Twelve (12) hours	Thirty-six (36) hours	Ninety-six (96) hours	None

16. **Response and Resolutions conditions.** Clearvision will "stop the clock" when further information is required from the Client or third parties and no further progress can be made without such information. This includes pending information such as log files, thread dumps, screenshots and any other information required for issue resolution.
17. **Out of Hours.** Incident logged outside of the Client's normal Support Hours will be addressed as soon as the next support period commences.
18. **Scheduled Maintenance.** From time to time, maintenance of the Clearvision support portal is required and where possible this will be conducted out of hours.
19. **Issue Closure.** In the event a response is requested from the Client or third party and is not received within three (3) working days, Clearvision reserves the right to close the issue.
20. **Temporary suspension of SLA.**
 - 20.1. This SLA may be temporarily suspended:
 - 20.1.1. in the event changes to the service being caused as a consequence of a third party or Client action which affects Clearvision's ability to deliver to the terms of this SLA, Clearvision will use all reasonable endeavours to maintain service levels. In the event Clearvision deem it impossible or unreasonable to maintain service levels, Clearvision may at its sole discretion temporarily suspend the SLA for a limited period; or
 - 20.1.2. in the event the Client misuses the priority selection.
 - 20.2. If the temporary suspension is prolonged or becomes permanent, Clearvision will discuss with Client and formulate an alternative SLA.
21. **Escalation**
 - 21.1. The Client will in, the first instance, escalate support requests to the service desk team leader using the support portal.
 - 21.2. If the Client is unable to reach an agreement with the service desk team leader, it may then escalate the issue to higher level of management as per the escalation path detailed below.

Escalation Level	Clearvision contact	Contact email	Contact phone
------------------	---------------------	---------------	---------------

Major	Jake Churcher (IT Services & Operations Manager)	jchurcher@clearvision-cm.com	+44 (0) 2381 157802
Critical	Matt Muschol (CTO)	mmuschol@clearvision-cm.com	+44 (0) 2381 157820

24. SLA Term and Change Control.

- 24.1. Changes to this SLA may be made from time to time at the sole discretion of Clearvision. Version numbers of this document will be incremented.
- 24.2. Any changes to the SLA will be distributed to the Client for review and agreement at least sixty (60) days prior to implementation. If no response is received from the Client within thirty (30) days, Clearvision will infer the Client's agreement to the changes. The changes will be implemented as planned.
- 24.3. Temporary changes to this SLA may be made from time to time as agreed between the Parties. These changes will be documented and agreed in advance for the specified temporary period. On conclusion of the temporary period this default SLA will be deemed back in effect.

Training Schedule

This Training Schedule shall, together with the Agreement, govern the Training provided to Client by Clearvision as set forth in the applicable Statement of Work (SOW) executed by Client and Clearvision. The Training will be performed by Clearvision's nominated Trainer and jointly managed by Clearvision's Project Manager and Client. It is Client's responsibility to provide overall project management, management of all Client tasks, project sponsorship, user participation, and decision-making support. It is Clearvision's responsibility to manage all Clearvision tasks and deliverables.

1. Training Material Entitlement.

- 1.1. For use on your training course Clearvision will provide e-books of all course material. Clearvision recommend that the lab exercises only are printed before the course date and accessible for the duration of the course.
- 1.2. Printed materials are not included unless specified in your quote and in the "Clearvision Responsibilities" section. Printed materials are available on request for a nominal fee.
- 1.3. All training material remains the property of Clearvision and is provided solely for use by those attending the course. Any distribution to other parties is strictly forbidden.
- 1.4. Training materials and any relevant URL link to the course specific training environment will be sent the day prior to engagement.
- 1.5. Only work documented within the SoW will be undertaken. Any and all questions need to be asked and answered prior to the SoW being finalised.
- 1.6. Please take care to ensure that all Client Responsibilities, Risks and Issues are understood. Where a Responsibility lies with the Client and said Responsibility cannot be met, this should be escalated to your Project Manager immediately to ensure delays and possible non-Delivery can be avoided.
- 1.7. Any other work to be undertaken outside of that indicated in the SoW will only be carried out on the basis of a documented and formally agreed Change Request to the SoW. Said Change Requests may result in additional charges and/or project delivery delays.

2. Prerequisites.

2.1. Training Environment.

2.1.1. All Clearvision training makes use of a 'hands on' training environment. Clearvision assumes sufficient testing has taken place, and allowances made, to enable the use of this environment in your training session.

2.1.2. To test your access to this environment please see the table below and follow the instructions for the course you will be testing:

Course	Test Instructions
Unofficial Atlassian training including <ul style="list-style-type: none">• JIRA Core• JIRA Software• JIRA Service Desk• JIRA Portfolio• Confluence	Follow the instructions at section 2.1.4
Unofficial Version Control courses including: <ul style="list-style-type: none">• Bitbucket• Gerrit	Follow the instructions at section 2.1.5
Official Atlassian training including <ul style="list-style-type: none">• JIRA• Confluence• Bitbucket• Fecru• Bamboo	Follow the instructions at section 2.1.6
Standalone Git courses	Follow the instructions at section 2.1.7
Standalone Subversion courses	Follow the instructions at section 2.1.8

2.1.3. For further information, please see clause 8: Clearvision and official Atlassian training Comparison.

2.1.4. **Unofficial Atlassian courses including JIRA and Confluence.**

2.1.4.1. All our Atlassian training environments are hosted in Amazon AWS and should be accessible from your internal networks.

2.1.4.2. Through any supported web browser check you can access the Bitbucket server dashboard at <https://training.clearvision-cm.com/bitbucket/projects>, please ensure you can access this link through any network restrictions in place prior to the start of the training - it is important that this test be performed from the same machine, location and network you intend to use during the training.

2.1.5. **Unofficial version control courses including Bitbucket and Gerrit.**

2.1.5.1. All our Atlassian training environments are hosted in Amazon AWS and should be accessible from your internal networks.

2.1.5.2. Through any supported web browser check you can access the Bitbucket server dashboard at <https://training.clearvision-cm.com/bitbucket/projects>, please ensure you can access this link through any network restrictions in place prior to the start of the training - it is important that this test be performed from the same machine, location and network you intend to use during the training.

2.1.5.3. Secondly, the course assumes Git has been pre-installed by attendees - please use your preferred git client to try to clone the repository at: https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git

2.1.5.4. e.g, on the command line

```
cd git_repositories
git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
```

2.1.5.5. If you see the following then the test was a success:

```
$ git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
Cloning into 'training_test'...
remote: Counting objects: 3, done.
remote: Compressing objects: 100% (2/2), done.
remote: Total 3 (delta 0), reused 0 (delta 0)
Unpacking objects: 100% (3/3), done.
Checking connectivity... done.
```

2.1.5.6. If you see the following - the connection has failed:

```
ssh: connect to host demo.clearvision-cm.com port 7999: Bad file number
fatal: Could not read from remote repository.
```

2.1.5.7. Your environment will be accessible through any supported web browser. You can test access to our servers using our example Atlassian Bitbucket server environment at the following link: <https://training.clearvision-cm.com/bitbucket> please ensure you can access this link through any network restrictions in place prior to the start of the training. Please note this is a default Atlassian Bitbucket server environment left running for test purposes - proving access to this environment means you should have no trouble accessing your server on the day.

2.1.6. Official Atlassian courses.

- 2.1.6.1. Official Atlassian courses use a third party lab environment provide called [Cloudshare](#).
- 2.1.6.2. There are two methods to connect to your lab environment (1) HTTP connection or (2) RDP connection. If in doubt you are free to test both types of connections ahead of class to ensure you have a good experience performing the lab exercises.
- 2.1.6.3. The simplest test is via the HTTP Method. Simply Click this hyperlink: <http://uvo1xcxqp0urd769yca.env.cloudshare.com:8080/jira>.
- 2.1.6.4. If you see this blue JIRA Login Screen you are all set.
- 2.1.6.5. If you are having trouble and your network is blocking the website, try these steps to remediate: (1) disconnect from VPN (2) connect your computer to another network, i.e. "guest" or (3) disable your proxy server. If these actions are not possible (4) try connecting from another location such as your home network or (5) contact your IT team.
- 2.1.6.6. Still having trouble? Or to try the RDP connection test, contact CloudShare support by email: support@cloudshare.com or visit <https://support.cloudshare.com>. Alternatively you can call +650-331-3417 (US) or +1.650.331.3428 (International)
- 2.1.6.7. IMPORTANT: To get fastest help please call support and mention "Atlassian" to the support engineer; this will raise the priority of your issue. Thanks!

2.1.7. Git.

- 2.1.7.1. The Git courses require no specific cloud environment but we do assume that Git has been pre-installed by attendees - please use your preferred git client to try to clone the repository at: https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
- 2.1.7.2. e.g, on the command line

```
cd git_repositories
git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
```


2.1.7.3. If you see the following then the test was a success:

```
$ git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
Cloning into 'training_test'...
remote: Counting objects: 3, done.
remote: Compressing objects: 100% (2/2), done.
remote: Total 3 (delta 0), reused 0 (delta 0)
Unpacking objects: 100% (3/3), done.
Checking connectivity... done.
```

2.1.7.4. If you see the following - the connection has failed:

```
ssh: connect to host demo.clearvision-cm.com port 7999: Bad file number
fatal: Could not read from remote repository.
```

2.1.7.5. Your environment will be accessible through any supported web browser. You can test access to our servers using our example Atlassian Bitbucket server environment at the following link: <https://training.clearvision-cm.com/bitbucket> please ensure you can access this link through any network restrictions in place prior to the start of the training. Please note this is a default Atlassian Bitbucket server environment left running for test purposes - proving access to this environment means you should have no trouble accessing your server on the day.

2.1.8. Subversion.

2.1.8.1. Subversion training is hosted in the cloud through a third party called [Readytech](#). Please note that for this test Google Chrome is not supported therefore another web browser must be used.

2.1.8.2. Simple click on this link <https://clearvision.hostedtraining.com> and click the Configure Automatically button. If you wish to test a real connection beforehand you can use the access code "5544332255". To locate a test server,

2.1.8.3. Your instructor will provide your real "Access Code" before or during class. Go to <https://clearvision.hostedtraining.com> to enter the code. Please ensure you logout of the service completely prior to the start of the training.

2.1.8.4. Having trouble with the test? Email get-support@readytech.com or call +1-510-834-3344

2.1.8.5. Please note that using a Readytech environment effectively runs a remote desktop session within your browser using Java. Please

ensure your network has sufficient bandwidth to allow this behaviour for the number of students attending your course.

3. Training Analysis.

- 3.1. A Training Analysis allows Clearvision to understand the current knowledge level of attendees to a training session, specifically highlighting any potential skill and/or knowledge gaps which will in turn allow the facilitator to amend the focus of the course as appropriate.
- 3.2. All delegates should be given 10 minutes at least 5 days prior to attending Clearvision training to complete the analysis. An exact link will be generated specifically for you and your delegates and provided to you by your account manager.
- 3.3. The earlier the analysis can be carried out in the project the more likely we will be able to help identify additional training requirements for the delegates as well as ensuring the delegates get the maximum possible value from any training they attend.
- 3.4. Clearvision may make the following recommendations based on the results of the training analysis:
 - 3.4.1. Delegates may require additional training in advance of the chosen courses, or additional training following the chosen courses could be identified as beneficial;
 - 3.4.2. It could be identified that certain delegates will not benefit from the content of chosen courses, Clearvision may recommend that some delegates do not attend. In this scenario we will usually also suggest alternatives that may be beneficial; and
 - 3.4.3. The analysis could show that your chosen courses are not relevant to your delegates. Either because they are at too high a level where the content is already familiar to them, or not at the required level for the prerequisites of the chosen course. Alternatively, we may identify that the chosen training is not relevant to the delegates job role. In these cases, Clearvision will provide alternative recommendations to the training we think would be most relevant to those delegates.

4. Project Responsibilities.

Customer Responsibilities	<ul style="list-style-type: none">● Provide version of tool/s that are within scope of training.● Provide Clearvision with a complete list of attendees at least 5 days
----------------------------------	--

	<p>prior to the engagement start date.</p> <ul style="list-style-type: none"> • All students should have access to a laptop to complete the ‘hands on’ exercises. • All Students should have access to the training environment mentioned as a prerequisite above. • Provide instructor with network access on the day. <p><i>Learning environments must include:</i></p> <ul style="list-style-type: none"> • Projector with HDMI / VGA connectors • Sufficient seating and desk space for attendees • Sufficient power sockets for laptops <p><i>Where possible learning environments should also include:</i></p> <ul style="list-style-type: none"> • Refreshments - particularly water • Paper and pens for note taking
Clearvision Responsibilities	<ul style="list-style-type: none"> • Provide electronic copies of training material and resources to attendees based on the list provided. • Provide a ‘hands on’ environment accessible for use on the day of training. • Provide a consultant or trainer capable of delivering the course.

5. Project Assumptions.

- 5.1. Active participation by Client’s resources in all tasks is a precondition to the successful completion of the project. Without timely access to personnel and information, engagement completion could be delayed and Client may incur additional expense.
- 5.2. During the engagement, Clearvision will require the following at Client’s site:
 - 5.2.1. All Client preparation items must be complete and validated by the assigned Project Consultant in order to schedule the project kickoff;
 - 5.2.2. Client will identify a project leader as the principal contact for the Clearvision consultant/s;
 - 5.2.3. Client will identify the IT Management, Application subject matter experts and other appropriate personnel to be involved in this engagement. Access by the consultant/s to appropriate personnel will be provided on a timely basis;
 - 5.2.4. Timely access to personnel with appropriate system passwords, system and/or network configuration information, etc. when needed to tune the

installation, to configure Changepoint, or resolve system (non-product) problems;

- 5.2.5. Clearvision and Client to agree if there will be a requirement for any down time of the system. Out of hours support will be charged;
- 5.2.6. Client shall be responsible for additional time and related expenses, which are incurred due to unavailable resources;
- 5.2.7. All hardware and software required for the engagement shall be on-site and available to the Clearvision consultant/s at the start of the engagement. Client will enable system and physical security access as needed for Clearvision team members. Resources not accessible to Clearvision consultant/s may impact engagement duration and deliverables;
- 5.2.8. Client must institute strict configuration management practices to ensure that servers and workstations are compliant with Clearvision requirements. Time invested by Clearvision staff troubleshooting servers or workstations is billable when servers or workstations do not meet published Clearvision requirements;
- 5.2.9. Adequate workspace and/or training facilities will be provided for the Clearvision consultant/s as required for the completion of this engagement;
- 5.2.10. Unless specifically covered within the SOW, Clearvision is not responsible for any customizations, integrations, data conversions or product extensions;
- 5.2.11. All Services hours must be used within the Start/End date provided on the SOW; and
- 5.2.12. Clearvision will endeavor to make best use of the available time provided by the SOW however allocations for the exact start and end time will be decided by the consultant on the day based on the requirements of the delegates attending.

6. Dependencies.

- 6.1. Assumptions made regarding environments and timescale for completion of tasks and Clearvision cannot guarantee the timescale or completion of activities against the SOW.
- 6.2. In order to mitigate risks in this area and to ensure a smooth delivery of the project tasks Clearvision have identified the following dependencies.

- 6.3. Dependencies must be formally acknowledged by the Client and in place within the identified timescales.

Ref No.	Item	Owner	Completion Due
D01	Any information requests (e.g. implementation questions, security access)	Client	1 week prior to start date
D02	Returned Technical Questionnaire (where applicable)	Client	1 week prior to start date
D03	Guest network access	Client	Start date
D04	Suitable place to work or meeting rooms	Client	Start date
D05	Administrator access is provided to the applications and servers	Client	Start date
D06	Prior to Production migration / upgrade UAT Sign-Off document must be provided	Client	As required

7. Project Hand-over/Closure.

- 7.1. Clearvision will liaise in line with the Communication Strategy listed above to ensure that at each of the Deliverables are completed in line with the SOW. You will also be supplied useful contacts for any future requirements.
- 7.2. Should you have any questions or issues with regards to the work undertaken these must be raised within 5 days following the date the project is closed. If any issues are raised in this time your Clearvision Project Manager will investigate the issues raised, following 5 days there will be no guarantee of investigations of issues.
- 7.3. To ensure Clearvision are improving service delivery a Customer Satisfaction Survey will be issued at Project Closure.

8. Clearvision and official Atlassian training comparison.

When it comes to Atlassian training, Clearvision is the only Atlassian Solution Partner to offer customers a choice. Customers can choose between an Official Atlassian training course, or a Clearvision training course. Both follow similar approaches to learning, focusing on hands on practice and interactive engagement. Both can cover a wide range of topics as required by your users. Both are of high quality, so it is a matter of personal choice.

So why do we offer this choice? Clearvision believes in offering all customers the very best value possible. With the official courses you get verified Atlassian content, but the name

comes at a premium. You'll be paying the same upfront costs per course whether you are training two people, or fifteen.

Clearvision's experienced and expert trainers have designed Clearvision's training courses to bridge this gap and provide value to all customers. We'll tailor your quote to your requirements, based on the number of users you need to train. We also believe that good training requires an investment. Our courses will be your guide on a full learning journey - from understanding your needs prior to the course, to follow up material that will keep your users learning well beyond their training. Clearvision offers training and mentoring options which go beyond a single day. We work closely with clients and partners over the long term which means we can put together a student Learning plan to suit any organisation. In addition to the Atlassian tools, Clearvision offers training covering Git, agile methodologies and more, as well as bespoke offerings.

Whether you want the official badge and the Atlassian support that comes with it, or you want something a little more personalised, Clearvision has you covered.

	Official Atlassian Training	Clearvision Training
Guaranteed Atlassian authorised facilitator	✓	✗
Official Atlassian produced content	✓	✗
Validated facilitator	By Atlassian	By Clearvision
Average cost to customer	£2,100.00	£2,000.00
Length of course	3.5 hours	6 Hours + Q&A
Classroom	✓	✓
Company Webinar	✗	✓
Public webinar schedule	✓	✗
Hands on learning	✓	✓
Interactive delivery	✓	✓
JIRA Training	✓	✓
Confluence Training	✓	✓
Bitbucket Training	✓	✓
Git (and related tools) Training	✗	✓
Subversion training	✗	✓

Customise training to your organisation	✓ (adding additional content)	✓ (customizing existing content)
Q&A time built into the course	✓	✓
Pre training skills analysis	✗	✓
Post training resources to continue learning	✗	✓
Certificate of attendance	✓	✓
Training on earlier tool versions (not the latest)	✗	✓

Signed for and on behalf of:

CLEARVISION (CM) 2005 LIMITED

Signed

Print

Title

Date

Signed

Print

Title

Date