

## CONTRACTUAL AGREEMENT

### Background Information

<b>Client name:</b>	<CLIENT NAME>	<b>Ubertas Consulting reference:</b>	<CONTRACT REFERENCE>
<b>Registered address:</b>	<CLIENT ADDRESS>	<b>Client reference/PO number:</b>	<CLIENT REFERENCE>
<b>Registered company number:</b>	<COMPANY NUMBER>	<b>Statement of Work reference</b>	<SOW REFERENCE>
<b>Project:</b>	<PROJECT NAME>		
<b>Client contact:</b>	<NAME>	<b>Ubertas Consulting contact:</b>	<NAME>
<b>Client email:</b>	<EMAIL ADDRESS>	<b>Ubertas Consulting email:</b>	<EMAIL ADDRESS>

# Order Summary

## Order Form

Client	<NAME>				
Order Effective Date	<DATE>				
Agreement Terms:	<TERMS OF ORDER>				
	<PERIOD>				
AWS Cloud Infrastructure: Reserved Instance Resources	Environment		Description	Term	Price (\$)
			<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
	Total		Reserved Instance Resources (Up-front)		\$0
AWS Cloud Infrastructure: On-demand Resources			<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
	Total		On-demand Resources (Monthly, On-demand)		\$0
Professional Services:			<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
	Total		Professional Services		\$0
Managed Services: Cloud Support	Cloud Support		<TO BE ADDED>		\$0
			<TO BE ADDED>		\$0
	Total		Cloud Support Services		\$0

<b>Special Conditions</b>	Not Applicable
<b>Currency</b>	UK Pounds (£)
<b>Territory</b>	United Kingdom
<b>Payments for Fees Due</b>	30 days following the date of invoice
<b>Ubertas Consulting Limited Contact Information</b>	<b>Client Contact Information</b>
Ubertas Consulting Limited Beck House 77 King Street Knutsford, Cheshire WA16 6DX  <b>Ubertas Consulting contact: &lt;NAME&gt;</b> <b>Email: &lt;EMAIL ADDRESS&gt;</b> <b>Telephone: 0333 880 2190</b>	<b>&lt;CLIENT ADDRESS&gt;</b>          <b>Client contact: &lt;NAME&gt;</b> <b>Email: &lt;EMAIL ADDRESS&gt;</b> <b>Telephone: &lt;TELEPHONE NUMBER&gt;</b>
	<b>Software Delivery Location (if different from above)</b>
	<b>&lt;ADDRESS&gt;</b>

**THIS AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, together with the Terms and Conditions and all other exhibits, schedules, attachments and appendices attached to hereto and thereto, collectively, this “Agreement” is entered on **<DATE>** (the “Effective Date”) by and between **UBERTAS CONSULTING LIMITED** and **<CLIENT NAME>** (“Client”) (individually, a “Party” and collectively, the “Parties”).

**IN WITNESS WHEREOF**, the parties are signing below intending to be legally bound by this Agreement as of the Effective Date.

**UBERTAS CONSULTING LIMITED**

**<CLIENT>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Cloud Infrastructure Schedule

## Cloud Infrastructure Charge

<PERIOD>

### Reserved Instance Resources

Environment	Description	Term	Price (\$)
	<TO BE ADDED>		\$0
	<TO BE ADDED>		\$0
	<TO BE ADDED>		\$0
Total annual charge in-advance (excl. VAT)			<b>\$0</b>

### On-Demand Resources

Environment	Description	Term	Price (\$)
	<TO BE ADDED>		\$0
	<TO BE ADDED>		\$0
	<TO BE ADDED>		\$0
Total monthly charge in-arrears (excl. VAT)			<b>\$0</b>

## Cloud Infrastructure Payment Profile

The AWS Cloud Infrastructure set out in the tables above are based on a combination of Reserved Instance and On-demand Cloud services. The Reserved Instances resources are invoiced up-front, on set-up. The On-demand resources are invoiced monthly in-arrears. All pricing excludes VAT.

The AWS Cloud Infrastructure services Commencement Date is **<INSERT DATE>**

The payment profile for the AWS Cloud Infrastructure services are as follows:

### Year One (1)

#### Reserved Instance Resources

Months	Description	Fixed Price (\$) excl. VAT
	Total upfront payment for the Reserved Instance resources	\$0
<b>Total</b>		<b>\$0</b>

#### On-demand Resources

Months	Description	On-demand Price (\$) excl. VAT
	Monthly payment for On-demand Resources	\$0
<b>Total</b>		<b>\$0</b>

Client shall pay all properly invoiced amounts due to Ubertas Consulting within thirty (30) days after Client's receipt of such invoice. Unless otherwise stated in the applicable Statement of Work, all payments hereunder shall be in UK pounds and made by BACS payment.

In the event payments are not received by Ubertas Consulting within ten (10) days after becoming due, Ubertas Consulting may:

- charge interest on any such unpaid amounts at the statutory rate of 8% plus the Bank of England base rate for business-to-business transactions per month; and
- charge a fixed sum for the cost of recovering a late commercial payment on top of the interest set out in clause 2.7 a), the charge will depend on the amount of debt: and

#### Amount of debt      Charge

Up to £999.99      £40

£1,000 to £9,999.99      £70

£10,000 or more      £100

- suspend performance for all Services until payment has been made in full.

## Partner-led Credits

**<CLIENT>** are committing to a **<PERIOD>** non-cancellable agreement to take advance of the discounts provided by AWS.

Ubertas Consulting have secured **<AMOUNT>** of partner-led credits that will be applied to **<CLIENT>** invoices as follows:

- **<CREDIT DEFINITION 1>;**
- **<CREDIT DEFINITION 2>;**
- **<CREDIT DEFINITION 3>.**

## Cloud Infrastructure Terms & Conditions

Ubertas Consulting agrees to supply the AWS Cloud Infrastructure as an authorised AWS Channel Reseller. The Cloud Infrastructure Terms and Conditions are set out in the following AWS agreements:

<https://aws.amazon.com/agreement/>

<https://aws.amazon.com/service-terms/>

<https://aws.amazon.com/legal/service-level-agreements/>

# Managed Service Schedule

## Managed Service Charge

<PERIOD>

Description	Term	Price (Per Month)
<CLOUD SUPPORT SERVICE>		\$0
<CLOUD SUPPORT SERVICE>		\$0

The Cloud Managed Service Commencement Date is <DATE>

## Managed Service Scope

	Description
Service Desk	
Amazon AWS Business Support Plan	AWS Base Business Support (Included with Platform)
Cloud Support: 24 x 7; excluding Bank Holidays	SLA Based Incident Management

## Managed Service Response Times

Priority	Description	Characteristics	Response	Intervention
1. Urgent	Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. No workaround is available. Affecting > 25% users	System hangs or crashes Critical function not available Data loss or corruption Security Risk Large number of users affected	30 mins	4 hours
2. High	Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. No workaround is available. Affecting < 25% users	System hangs or crashes Critical function not available Data loss or corruption Security Risk Low number of users affected	30 mins	8 hours
3. Medium	Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. Affecting 1 or more users	Performance degradation Some system functions aren't available Single user/group affected	3 hours	16 hours

4. Low	General queries and/or requests for new functionality. No loss of service, functionality or performance.	Minor Issues Product questions Feature/Project requests	3 hours	24 hours
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## Managed Service Terms & Conditions

The Client agrees that the following terms shall govern the delivery of the Managed Service provided by Ubertas Consulting. Ordering any Managed Service from Ubertas Consulting indicates the Clients acceptance of these terms.

- Services.** Subject to the Clients timely payment of the applicable Managed Service fees, Ubertas Consulting will provide the level of Support identified in the Support Scope and Response Times.
- Fees.** Any fees will be invoiced monthly in arrears. Ubertas Consulting will notify (electronically or otherwise) the Client of the then-current Managed Service fee for each notice of term renewal. Fees will be non-refundable once paid.
- Access to Support.** Support is accessed through the Ubertas Service Desk at [www.ubertasconsulting.com](http://www.ubertasconsulting.com). All initial support requests shall be communicated to Ubertas Consulting through the Ubertas Service Desk. This enables the issue to be logged, plus makes the issue visible to each of the Ubertas Consulting support teams based in the United Kingdom. Support is operational 24 x 7 hours, Monday through Sunday, excluding Public holidays.
- Response Times.** Upon receipt of a support request, the Support Team will respond in accordance with the Managed Service Response Times. The Client will receive immediate email notification upon submitting the request for support which will be actions according to its priority as defined in the Managed Service Response Times.  
  
If the client is not available to assist the Support Team in the resolution of the issue, Ubertas Consulting will not be responsible for adhering to the Managed Service Response Times. At no time does Ubertas Consulting guarantee a "fix" during a Response Time or Intervention Time.
- Exclusions to Support.** Support does not include services where the Client requests training, custom development, consulting, or professional services or any other services not defined within the Managed Service Scope.
- Fees for Excluded Services.** Fees for excluded support services, as described in Section 5 above, shall be determined on a case by case basis by Ubertas Consulting and the Client pursuant to a services agreement and a mutually agreed upon Statement of Work.



# Professional Services Schedule

## Professional Services Charge

Ubertas Consulting is delivering the Professional Services set below on a **<FIXED PRICE / TIME & MATERIALS>** basis to deliver the program of works set out in the Statement of Work: **<REFERENCE>** in Appendix A.

Type	Description	Days	Unit	Price
	<TO BE ADDED>			£0
	<TO BE ADDED>			£0
	<TO BE ADDED>			£0
Total Services				£0

## Statement of Work

See the Statement of Work: **<REFERENCE>** in Appendix A

## Pre-requisites

See the Statement of Work: **<REFERENCE>** in Appendix A

## Client Requirements

The **<CLIENT>** requirements for this project are detailed in the document titled **<REFERENCE>**, and set out in Appendix B.

## Professional Services Payment Profile

The Professional Services set out in the table above are on a fixed price basis and are will be invoiced according to the following Payment Profile. These figures excluded VAT.

The Professional Services will have a commencement date of the **<DATE>**.

The Payment Profile for the Professional Services is milestone based as follows:

Milestone	Milestone Description	Invoice Amount (£) excl. VAT
1.	<TO BE ADDED>	£0
2.	<TO BE ADDED>	£0
3.	<TO BE ADDED>	£0
<b>Total</b>		<b>£0</b>

## Professional Services Terms & Conditions

Client agrees that the following terms shall govern the performance of the Professional Services provided by Ubertas Consulting to the Client, as described in the Statement of Work set out in Appendix B.

### 1. Provision of Services

- 1.1 Ubertas Consulting shall perform the Services set forth in the Statement of Work. Ubertas Consulting shall determine the manner and means of performing and providing the Services and shall provide the Services in accordance with any agreed or estimated time schedules set forth on the applicable Statement of Work.
- 1.2 Client Assistance. In the event the Services are provided on the Clients premises, the Client shall provide safe and adequate space, power, network connections, materials, access to its hardware, software and other equipment and information, and assistance from qualified personnel familiar with Client's hardware, software, other equipment and information, and data processing requirements, as reasonably requested by Ubertas Consulting. Client acknowledges and agrees that Ubertas Consulting ability to successfully provide the Services in a timely manner is contingent upon its receipt from Client of the materials, information, and assistance requested. Ubertas Consulting shall have no liability for deficiencies in the Services resulting from the acts or omissions of the Client, its agents or employees.
- 1.3 Subcontractors. Ubertas Consulting may, upon prior notice to Client and subject to Client consent being provided in advance, subcontract all or any part of the Services to be performed hereunder to any identified third party, provided that Ubertas Consulting remains primarily responsible to the Client for the performance of any such subcontracted Services. The parties recognise that any such Subcontracting shall be subject to a requirement to obtain consent in advance from the Client's customer under the applicable contract in force.

### 2. Fees and Payment

- 2.1 In consideration of the provision of the Services by the Ubertas Consulting and the rights granted to Client under these terms, Client shall pay the fees set forth in the applicable Statement of Work.
- 2.2 Where the Services are provided on a time and materials basis: (i) the fees payable for the Services shall be calculated in accordance with Ubertas Consulting hourly fee rates (charged at a daily minimum of eight (8) hours) for the Ubertas Consulting personnel set forth in the applicable Statement of Work; and (ii) Ubertas Consulting shall issue invoices to the Client monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this Section together with a detailed breakdown of any expenses for such month incurred in accordance with Section 2.6.
- 2.3 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in this Contractual Agreement Ubertas Consulting shall invoice according to the Payment Profile set out in this Contractual Agreement. Ubertas Consulting shall further issue invoices to the Client for any expenses incurred in accordance with Section 2.6. Such fees shall not be refundable.
- 2.4 Where fixed cost items are included in the Services; the total price of those items shall be paid to Ubertas Consulting in accordance with Clause 2.6.

- 2.5 Client agrees to reimburse Ubertas Consulting for all previously advised reasonable travel and out-of-pocket expenses incurred by Ubertas Consulting relating to the performance of the Services.
- 2.6 Client shall pay all properly invoiced amounts due to Ubertas Consulting within thirty (30) days after Client's receipt of such invoice. Unless otherwise stated in the applicable Statement of Work, all payments hereunder shall be in UK pounds and made by BACS payment.
- 2.7 In the event payments are not received by Ubertas Consulting within ten (10) days after becoming due, Ubertas Consulting may:
- a) charge interest on any such unpaid amounts at the statutory rate of 8% plus the Bank of England base rate for business-to-business transactions per month; and
  - b) charge a fixed sum for the cost of recovering a late commercial payment on top of the interest set out in clause 2.7 a), the charge will depend on the amount of debt: and

Amount of debt	Charge
Up to £999.99	£40
£1,000 to £9,999.99	£70
£10,000 or more	£100

- c) suspend performance for all Services until payment has been made in full.

### 3. Warranties

- 3.1 Limited Warranty. Ubertas Consulting warrants to the Client that the Services will be provided in a professional and workmanlike manner, in accordance with the performance standards generally prevailing in the industry. Ubertas Consulting shall, as its sole obligation and the Client sole and exclusive remedy for any breach of the warranty set forth in this Section 4.1, re-perform the defective Services or, at Ubertas Consulting option, refund the fees paid by the Client for such defective Services; Ubertas Consulting shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30) days following performance of the defective Services, or within 30 days of the Client's customer output of the Services being supplied to that customer if later, specifying the breach in reasonable detail.

### 4. Intellectual Property

- 4.1 As between Client and Ubertas Consulting, all Intellectual Property Rights and all other rights in and to the Deliverables (except for any Confidential Information of the Client or Client Materials) and the Pre-existing Materials shall be owned by Ubertas Consulting. Ubertas Consulting hereby grants the Client to use all such rights free of additional charge and on a non-exclusive, worldwide, royalty-free and perpetual basis to the extent necessary to enable the Client to make reasonable use of the Deliverables and the Services.
- 4.2 Client shall remain, the sole and exclusive owner of all right, title and interest in and to the Client materials, including all Intellectual Property Rights therein. Ubertas Consulting shall have no right or license to use any Client materials except solely during the Term of the Addendum to the extent necessary to provide the Services to Licensee. All other rights in and to the Client materials are expressly reserved by the Client.

## Appendix A Statement of Work

< TO BE ADDED >

## Appendix B Client Requirement

< TO BE ADDED >

## Appendix C

### Pricing Assumptions

Item	Area	Description
1	Base Information	< TO BE ADDED>
2	Base Information	< TO BE ADDED>
3	Scaled Information	< TO BE ADDED>
4	Scaled Information	< TO BE ADDED>
5	Licensing	< TO BE ADDED>
6	Licensing	< TO BE ADDED>
7	Professional Services	< TO BE ADDED>
8	Professional Services	< TO BE ADDED>
9	Commercial Considerations	< TO BE ADDED>
10	Commercial Considerations	< TO BE ADDED>