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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Service Provider>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Service Provider")
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Client")

WHEREAS:

- (1) The Service Provider provides IT support services and has reasonable skill, knowledge, qualifications and experience to provide such services.
- (2) The Client wishes to engage the Service Provider to provide IT support services subject to, and in accordance with, the terms and conditions of this Agreement.
- (3) The Service Provider wishes to provide IT support services to the Client subject to, and in accordance with, the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the meanings set out below:

"Business Day"

any day (other than Saturday or Sunday) on which the offices of the Parties are open for their full range of business hours at <<insert location>>;

"Confidential Information"

information of either Party, information which is disclosed by the other Party pursuant to this Agreement (whether orally or in writing, in any medium, and whether or not the disclosure is expressly stated to be confidential or

“Data Protection Legislation”

“Equipment”

“Fees”

“Software”

“Support Services”

1.2 Unless the context of

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communicat
similar mean

1.2.2 a statute or
provision as

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Schedules a

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2. **Service Provider’s Obligations**

2.1 The Service Provider
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legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

the equipment in relation to which the Service Provider is to provide the Support Services as detailed in Schedule 2;

the fees payable by the Client to the Service Provider for the provision of the Support Services as detailed in Schedule 4;

the software operating on the equipment in relation to which the Service Provider is to provide the Support Services as detailed in Schedule 5;

the Support Services to be provided by the Service Provider as fully described in Schedule 1.

A reference in this Agreement to:

a document, includes a reference to any electronic or facsimile transmission or other communication;

a statute or regulation, is a reference to that statute or regulation as in force at the relevant time;

this Agreement and each of the Schedules attached to this Agreement, is a reference to this Agreement and each of the Schedules attached to this Agreement as amended at the relevant time;

a Schedule is a reference to a Schedule to this Agreement; and

a reference to a Clause of this Agreement is a reference to a Clause of this Agreement as set out in the graph of the relevant Schedule.

the parties to this Agreement.

for convenience only and shall have no effect upon the interpretation of this Agreement.

include the plural and vice versa.

other gender.

tions.

The Service Provider shall endeavour to provide the Support Services in accordance with all material respects.

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2.2 The Service Provider shall provide Support Services with reasonable skill and care.

2.3 The Service Provider shall endeavour to meet deadlines agreed from time to time. Any such dates shall be estimates of the essence of this Agreement.

2.4 The Service Provider shall endeavour to act in accordance with all reasonable instructions given by the Client, provided such instructions are consistent with the Support Services as set out in Schedule 1.

2.5 The Service Provider shall ensure that it complies with all applicable statutes, regulations, codes of conduct, and any other rules relevant to the Support Services.

2.6 [The Service Provider shall endeavour to comply with any applicable laws and all end user licenses that relate to any Software that the Service Provider is required to use in the course of providing the Support Services.]

2.7 [The Service Provider shall endeavour to accommodate any reasonable changes that may be requested by the Client, subject to the payment of any reasonable changes to the Fees that may be determined.]

3. Client's Obligations

3.1 The Client shall:

3.1.1 Allow the Service Provider to access the Equipment and all relevant Software as required for the Service Provider in the course of providing the Support Services;

3.1.2 Provide adequate facilities for the Service Provider, its employees and subcontractors as reasonably required by the Service Provider;

3.1.3 Co-operate with the Service Provider upon the Service Provider's request in the event of any defect or malfunction in the Equipment or Software;

3.2 The Client shall allow the Service Provider the use of any Equipment that is reasonably necessary for the Service Provider to provide the Support Services.

3.3 The Client shall maintain the following for the Service Provider:

3.3.1 any and all data created with the Software;

3.3.2 any and all data created with the Equipment;

3.3.3 original Software;

3.3.4 current data;

3.3.5 <<insert additional information>>.

3.4 The Client shall endeavour to provide all pertinent information to the Service Provider necessary for the Service Provider's provision of the Support Services. The Client shall use reasonable endeavours to ensure the accuracy of such information.

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- 3.5 The Client may, from time to time, give reasonable instructions to the Service Provider in relation to the Services. Any such instructions must be compatible with the Services as set out in Schedule 1.
- 3.6 In the event that the Client gives the decision, approval, consent or any other form of communication from the Client in order to continue providing the Services (in any part thereof), the Client shall use reasonable endeavours to ensure the same in a reasonable and timely manner.
- 3.7 The Client shall use reasonable endeavours to inform the Service Provider of all health and safety risks that may apply at its premises.
- 3.8 The Client shall obtain and all necessary licences and consents necessary for the Services and the Equipment.
- 3.9 [The Client shall use reasonable endeavours to ensure that data backups are created regularly and stored securely to minimise any potential data loss.]
- 3.10 [The Client shall not make any modifications to be made to the Software or the Equipment other than those authorised by the Service Provider.]

4. Insurance

- 4.1 The Service Provider shall maintain public liability insurance in any one occurrence in relation to the Support Services, with a minimum limit of indemnity of £<<insert sum>>.
- 4.2 [The Service Provider shall maintain professional indemnity insurance in relation to the Support Services, with a minimum limit of indemnity of £<<insert sum>> in any one occurrence.]
- 4.3 [The Service Provider shall ensure that any sub-contractors engaged by it to provide the Support Services (hereof) have in place [a like policy] OR [like policies] with the same limit of indemnity in any one occurrence.]

5. Fees and Payment

- 5.1 In consideration of the Services, the Client shall pay the Fees to the Service Provider in accordance with the provisions of Schedule 4 and this Clause 5.
- 5.2 The Service Provider shall invoice the Client for Fees due in accordance with the provisions of Schedule 4.
- 5.3 The Client shall pay the Fees within <<insert period>> of receipt of the relevant invoice from the Service Provider.
- 5.4 All payments to be made by the Client under this Agreement shall be made in <<insert currency>> to such bank in <<insert location>> as the Service Provider shall from time to time nominate in writing.
- 5.5 Where any payment is due on a day that is not a Business Day, it shall be made on the following Business Day.
- 5.6 Without prejudice to the above, the Client shall not be entitled to any other rights or remedies open to it, if the Client fails to pay the Fees to the Service Provider within the period set out in

sub-Clause 5.3:

5.6.1 The Client shall pay the overdue sum at the rate of <<insert percentage>> from the due date of the overdue sum to the date of payment. The Client shall pay the interest on the overdue sum at the rate of <<insert percentage>> from the due date of the overdue sum to the date of payment.

5.6.2 The Service Provider shall have the right to suspend the Support Services until the overdue sum (together with any interest) is made.

5.7 All sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or other claim. The amount is to be deducted or

overdue sum at the rate of <<insert percentage>> from the due date of the overdue sum to the date of payment. The Client shall pay the interest on the overdue sum at the rate of <<insert percentage>> from the due date of the overdue sum to the date of payment.

the right to suspend the Support Services until the overdue sum (together with any interest) is made.

be paid in full without any set-off, counterclaim, deduction or other claim. The amount is to be deducted or

6. Limitation of Liability

6.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by negligence (or the negligence of that Party's employees, agents, servants or subcontractors); for fraud or fraudulent misrepresentation; or in connection with this Agreement, in accordance with the law.

6.2 Nothing in this Agreement shall limit or exclude the Service Provider's liability for breach of the implied terms of the Supply of Goods and Services Act 1982 (relating to the supply of goods and services).

6.3 Subject to sub-Clause 6.4, the Service Provider shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage, including consequential loss arising out of or in connection with this Agreement.

6.4 The total liability of the Service Provider to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement, shall be limited to £<<insert sum>> or an amount equal to the value of the services provided to the Client under this Agreement, whichever is the greater.

6.5 The total liability of the Service Provider to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement, shall be limited to £<<insert sum>> or an amount equal to the value of the services provided to the Client under this Agreement, whichever is the greater.

6.6 [Notwithstanding sub-Clause 6.4, the Supplier shall be responsible for the loss of the Client's data, which shall be recoverable by the Client:

6.6.1 Any sums paid by the Client pursuant to this Agreement in connection with the loss of the Client's data, shall be recoverable by the Client:

6.6.2 Wasted expenses incurred by the Client in obtaining alternative or replacement services have not been provided in accordance with the terms of this Agreement.

6.6.3 Any additional sums paid by the Client in obtaining alternative or replacement services have not been provided in accordance with the terms of this Agreement.

include either Party's liability for death or personal injury caused by negligence (or the negligence of that Party's employees, agents, servants or subcontractors); for fraud or fraudulent misrepresentation; or in connection with this Agreement, in accordance with the law.

Service Provider's liability for breach of the implied terms of the Supply of Goods and Services Act 1982 (relating to the supply of goods and services).

Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage, including consequential loss arising out of or in connection with this Agreement.

the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement, shall be limited to £<<insert sum>> or an amount equal to the value of the services provided to the Client under this Agreement, whichever is the greater.

Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement, shall be limited to £<<insert sum>> or an amount equal to the value of the services provided to the Client under this Agreement, whichever is the greater.

ct to sub-Clause 6.4, the Supplier shall be responsible for the loss of the Client's data, which shall be recoverable by the Client:

Service provider pursuant to this Agreement in connection with the loss of the Client's data, shall be recoverable by the Client:

e Client in obtaining alternative or replacement services have not been provided in accordance with the terms of this Agreement.

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6.6.4 Any losses incurred by the Client in connection with, arising out of, or in connection with, any claim, or action, investigation, or proceeding brought by any third party, which is caused by an act or omission of the Client.

6.6.5 Anticipated savings

6.6.6 [<<insert further details as required>> .]]

6.7 The Client's rights under this Agreement shall be in addition to, and not instead of, any rights or remedies available to the Client under common law.

7. Confidentiality

7.1 Each Party undertakes to keep confidential the Confidential Information provided by sub-Clause 7.2 or as authorised in writing by the Client. It shall, at all times during the continuance of this Agreement and for a period of [<insert period>> years] after its termination:

7.1.1 keep confidential the Confidential Information;

7.1.2 not disclose the Confidential Information to any other party;

7.1.3 not use any Confidential Information for any purpose other than as contemplated in the terms of this Agreement;

7.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;

7.1.5 ensure that any disclosure of Confidential Information by its officers, employees, agents, sub-contractors or subcontractors, which, if done by that Party, would constitute a breach of Clauses 7.1.1 to 7.1.4 above.

7.2 Either Party may:

7.2.1 disclose any Confidential Information to:

7.2.1.1 any subsidiary of that Party;

7.2.1.2 any government authority or regulatory body; or

7.2.1.3 any other person or body of that Party or of any of the subsidiaries or bodies;

a) to the extent necessary for the purposes of the business, including, but not limited to, the provision of services as required by law. In each case, the party or body in question that Party shall ensure that the Confidential Information is confidential and (except where the disclosure is required under sub-Clause 7.2.1.2 or any other law) obtaining and submitting to the party in question an undertaking from the party in question to be as nearly as practicable in the same terms as the Confidential Information confidential for which the disclosure is made; and

7.2.2 use any Confidential Information for any purpose, or disclose it to any other person or body, if it is at the date of this Agreement, or at any time thereafter, in the public knowledge through no fault of that Party, or use or disclosure, that Party must

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- not disclose such Confidential Information which is not public knowledge.
- 7.3 The provisions of this Agreement shall remain in force in accordance with their terms, notwithstanding any termination of the Agreement for any reason.
8. **Assignment and Sub-Contracting**
- 8.1 Subject to sub-Clause 8.2, either Party may assign, sub-contract (without charge) or sub-licence any of its obligations under this Agreement, but the written consent of the other Party, such consent not to be withheld.
- 8.2 **[[Subject to the provisions of sub-Clause 8.1, the Service Provider shall be entitled to perform its obligations under this Agreement through any member of its group or any qualified and skilled sub-contractors. Any act or omission of any member of its group or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.]] OR [The] Service Provider shall** undertake by it through any other qualified and skilled sub-contractors. Any act or omission of any member of its group or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Service Provider.
9. **Force Majeure**
- 9.1 No Party to this Agreement shall be liable for any failure or delay in performing its obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, civil unrest, fire, flood, industrial action, provider failure, industrial action, civil acts of terrorism, acts of war, governmental action or any other cause which is beyond the control of the Party in question.
- 9.2 **[In the event that a Party cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party shall be entitled to terminate this Agreement by giving written notice at the option of the Party giving notice. In the event of such termination, the Parties shall agree to a reasonable payment for all Support Services provided up to the date of termination. Such payment shall take into account any prior payments made by the Party terminated and entered into in reliance on the performance of this Agreement.]**
10. **Term and Termination**
- 10.1 This Agreement shall commence on <<insert Commencement Date>> and shall continue for a period of <<insert Term>> from that date, subject to the provisions of this Clause.
- 10.2 **[Either Party shall have the right to terminate this Agreement by giving not less than <<insert notice period>> written notice to the other Party at any time prior to the expiry of the term specified in sub-Clause 10.1. In the event of such termination, the Parties shall agree to a reasonable payment for all Support Services provided up to the date of termination. Such payment shall take into account any prior payments made by the Party terminated and entered into in reliance on the performance of this Agreement.]**
- 10.3 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice, provided that the term of this Agreement shall not expire on or at any time after <<insert minimum term>>.
- 10.4 Either Party may terminate this Agreement by giving written notice to the other Party at any time prior to the expiry of the term specified in sub-Clause 10.1.

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10.4.1 any sum owing by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of breach;

10.4.2 the other Party shall be deemed to be in breach of any of the provisions of this Agreement if the other Party is capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving details of the breach and requiring it to be remedied;

10.4.3 an encumbrance on the other Party, or where the other Party is a company, a charge on any of the property or assets of the other Party;

10.4.4 the other Party being a company, is in liquidation, or has entered into an arrangement with its creditors or to an administration order (within the meaning of Section 86);

10.4.5 the other Party, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or to the terms imposed on that other Party under this Agreement);

10.4.6 anything which is prohibited by the foregoing under the law of any jurisdiction of the other Party;

10.4.7 that other Party ceases, to carry on business; or

10.4.8 control of the other Party is exercised by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 10, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

10.5 For the purposes of this Clause 10, a breach shall be considered capable of remedy if the Party in breach is capable of remedy with the provision in question in all respects.

10.6 The rights to terminate this Agreement given by this Clause 10 shall not prejudice any other rights of the other Party in respect of the breach concerned (if any) or any other breach.

11. Effects of Termination

Upon the termination of this Agreement, the following shall apply:

11.1 any sum owing by the other Party under any of the provisions of this Agreement shall be due and payable;

11.2 all Clauses which, by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

11.3 termination shall not affect the right to damages or other remedy which the terminating Party has in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination;

11.4 subject as provided in Clause 11.3, the terminating Party shall not be liable except in respect of any accrued

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rights neither Party shall have any obligation to the other; and

- 11.5 each Party shall (each Party shall) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

12. **[Data Protection]**

The Service Provider will comply with the applicable data protection legislation and shall process personal information as set out in the Service Provider's <<insert location(s)>> Privacy Notice>> available from <<insert location(s)>>.

13. **[Data Processing]**

13.1 In this Clause 13, "data subject", "data controller", "data processor", and "personal data" shall have the meaning defined in the applicable Data Protection Legislation.

13.2 [All personal data processed by the Service Provider on behalf of the Client under this Agreement shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to the Data Processing Agreement].

b) OR

13.2 [The Parties hereby agree that both shall comply with all applicable data protection requirements and shall process personal data in accordance with the Data Protection Legislation. This Clause shall not relieve the Parties of their obligations set out in the Data Protection Legislation to move or replace any of those obligations.]

13.3 For the purposes of the Data Protection Legislation and for this Clause 13, the Service Provider is the "Data Controller" and the Client is the "Data Processor".

13.4 The type(s) of personal data, the nature and purpose of the processing, and the Data Protection Legislation applicable are set out in Schedule 5.

13.5 The Data Controller shall ensure that all necessary consents are in place for the transfer of personal data to the Data Processor for the purposes of the Data Processing Agreement.

13.6 The Data Processor shall ensure that all personal data processed by it in accordance with the Data Processing Agreement is processed in accordance with the following conditions under this Agreement:

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data. If the Data Processor is otherwise required to process the personal data, the Data Processor shall promptly notify the Data Controller unless prohibited from doing so by law;

13.6.2 Ensure that appropriate technical and organisational measures (a) are implemented to protect the personal data from loss, destruction, damage or disclosure, (b) are proportionate to the risks to the personal data, taking into account the state of the art, the cost of implementing those measures and the nature, scope, context and purposes of the processing; and (c) are set out in Schedule 5;

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13.6.3 Ensure that the Data Processor (or processors) are contractually obliged to keep the personal data secure (whether in electronic or physical form) and to ensure access to the personal data (whether in electronic or physical form) is restricted to those persons (whether Data Processor or not) who are contractually obliged to keep the personal data secure;

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13.6.4 Not transfer the personal data to a third party (whether in electronic or physical form) outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

13.6.4.1 The third party (whether Data Processor or not) is a Data Processor and/or the Data Processor has implemented suitable safeguards for the transfer of the personal data;

13.6.4.2 The third party (whether Data Processor or not) is a Data Controller and the Data Subjects have enforceable rights and remedies;

13.6.4.3 The third party (whether Data Processor or not) is a Data Controller and the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred;

13.6.4.4 The third party (whether Data Processor or not) is a Data Controller and the Data Processor or complies with all reasonable requirements in advance by the Data Controller in relation to the processing of the personal data.

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13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to any and all requests from Data Subjects to access, correct, update, delete or otherwise dispose of) of the personal data and in ensuring its compliance with the Data Protection Legislation with respect to impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

13.6.6 Notify the Data Controller of any breach of the Data Protection Legislation, without undue delay of a personal data breach;

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller and any and all copies thereof to the Data Processor of this Agreement unless it is required to retain the personal data by law; and

13.6.8 Maintain complete and accurate records of all processing activities and implement appropriate technical and organisational measures implemented necessary to ensure compliance with Clause 13 and to allow for audits by the Data Controller or any person designated by the Data Controller.

13.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of the personal data under this Clause 13.]

c) OR

13.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld) and that the Data Processor appoints a sub-contractor, the

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13.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

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- 13.7.2 Ensure that that agreement
- 13.8 Either Party may, at <<insert period, e.g. 30 calendar days'>> notice, alter the processing clauses in part of an applicable certification scheme. Such terms shall be replaced by attachment to this Agreement.]
14. **No Waiver**
- No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other of its rights under this Agreement by either Party of a breach to be a waiver of any subsequent
15. **Further Assurance**
- Each Party shall execute all deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
16. **Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement
17. **Set-Off**
- Neither Party shall be entitled to set-off or sums received in respect of this Agreement at any time.
18. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except between the Parties other than the terms of this Agreement.
19. **Non-Solicitation**
- 19.1 Neither Party shall, for a period of <<insert period>> after its termination or expiry, employ or contract the services of any person who is or was previously engaged by the other Party at the time of termination or expiry without the express written consent of that Party].
- 19.2 Neither Party shall, for a period of <<insert period>> after its termination or expiry, solicit or entice away from the other Party any customer or client with solicitation or enticement would cause damage to the other Party [without the express written consent of that Party]

20. **Third Party Rights**

20.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.

21. **Notices**

21.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been given:

21.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

21.2.2 when sent, by email or e-mail and a successful transmission is generated; or

21.2.3 on the fifth business day following the date of posting by ordinary mail; or

21.2.4 on the tenth business day following the date of posting by airmail, if mailed by airmail, postage prepaid.

d) In each case, the notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address, if any, notified in writing to the other Party.

22. **Entire Agreement**

22.1 [Subject to the provisions of this Agreement, the entire agreement between the Parties shall be contained in the instrument in writing signed by the duly authorised representatives of the Parties.]

22.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty, express or implied, except as expressly provided in this Agreement. The Parties agree that the provisions, warranties or other terms of this Agreement shall prevail to the fullest extent permitted by law.

23. **Counterparts**

This Agreement may be executed in multiple counterparts and by the Parties to it on separate occasions. Each counterpart shall be an original, but all counterparts when so executed and delivered together shall constitute one and the same instrument.

24. **Severance**

In the event that one or more provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

25. **Dispute Resolution**

- 25.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to settle the dispute.
- 25.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]
- 25.3 [If the ADR procedure under 25.2 does not resolve the matter within <<insert period>> days, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]
- 25.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration of the International Chamber of Commerce (ICC) may, upon giving written notice, be applied by the Deputy President for the appointment of arbitrators and for any decision on rules of procedure that may be required.
- 25.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an interim injunction or other interim relief.
- 25.6 The Parties hereby agree that the award and outcome of the final method of dispute resolution under this Clause shall [not] be final and binding on both Parties.

26. **Law and Jurisdiction**

- 26.1 This Agreement (including any amendments thereto) and all matters and obligations arising therefrom or associated therewith shall be governed by, and construed in accordance with, the law of England and Wales.
- 26.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to this Agreement (including any non-contractual matters arising out of or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the S
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and Title of person signing>>

Authorised Signature

Date: _____

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The Support Services

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1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of the processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 13.6.2>>.

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