



Master Service Agreement

The following terms and conditions apply to the provision of all Purple services.

This comprises "the small print", covering high-level topics such as payment terms, liability and confidentiality.

We require all customers to review and agree to these terms just once, before any services can commence.

Individual services and projects may have their own additional, brief, service-specific terms. These will be made clear within any quotation or project proposal.

In this way, you need only review the small print once to cover the entirety of our relationship, with subsequent service terms being considerably more lightweight.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "**Agreement**") is dated
in the format DD / MM / YYYY

CLIENT

[Client.Company]
[Client.StreetAddress]
[Client.City]
[Client.PostalCode]
(the "**Client**")

CONTRACTOR

Purple Computing Limited
Registered Office:
20 Vespasian Way
Dorchester
Dorset DT1 2RD
(the "**Contractor**")

The Client and the Contractor (individually the "**Party**" and collectively the "**Parties**" to this Agreement) agree as follows.

BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement

SERVICES PROVIDED

3. The Client hereby agrees to engage the Contractor to provide the Client with information technology ("**IT**") support and consultancy services (the "**Services**").
4. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
5. Individual Services may have their own special Agreement terms which, in the event of a conflict with one or more terms of this Agreement, will take precedence over the conflicting terms in this Agreement.

5.1 The Contractor can withdraw, cancel or amend a quotation if it has not been accepted, or if the Services have not started, within a period of 30 days from the date of the quotation

TERM OF AGREEMENT

6. The term of this Agreement (the "**Term**") will begin on the date of this Agreement and will remain in full force and effect for three years after the Contractor submitted its most recent invoice to the Client.
7. The Term may be amended with the written consent of all Parties.
8. The Agreement may be terminated early if:

- (a) all Parties give written consent, and
- (b) there are no additional ongoing Agreements between the Contractor and the Client for Services.

PERFORMANCE

9. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

9.1 The Contractor will use reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of the Contractor's obligations.

9.2 The Client must obtain any permissions, consents, licences or otherwise that the Contractor needs and must provide access to any and all relevant information, materials, properties and any other matters which are needed need to provide the Services.

9.3 The Contractor is not liable for any delay or failure to provide the Services if this is caused by the Client's failure to comply with the provisions of this section and may terminate the Services should this occur.

CURRENCY AND PAYMENT TERMS

10. Except as otherwise provided, all monetary amounts referred to are in British Pounds Sterling (“**GBP**”) and all fees are exclusive of any applicable VAT and other taxes or levies.

11. Invoices submitted by the Contractor to the Client are due within 21 days of receipt, unless stated otherwise in a separate agreement for that Service.

11.1 The Contractor is entitled to withhold delivery of any Service if any Client invoice remains unpaid beyond the due date.

REIMBURSEMENT OF EXPENSES

12. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

13. The Contractor will make every effort to seek prior approval for expenses incurred.

14. The Client agrees that its deadlines or other immutable requirements could result in the Contractor being unable to seek pre-approval for all expenses.

PENALTIES FOR LATE PAYMENT

15. Any late payments will trigger a cumulative interest fee of 10.00% per month on the amount still owing.

CONFIDENTIALITY

16. Confidential information (the "**Confidential Information**") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

17. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised

by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

18. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

19. The Contractor acknowledges that in any position the Contractor may hold, in and as a result of the Contractor's retainer by the Client, the Contractor will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Client and which information is the exclusive property of the Client.

NON-SOLICITATION

20. Both Parties agree that for the duration of this Agreement, the Parties will not in any way, directly or indirectly:

- (a) induce or attempt to induce any employee or contractor of the other Party to quit their employment or retainer;
- (b) otherwise interfere with or disrupt the other Party's relationship with its employees and contractors;
- (c) discuss employment opportunities or provide information about competitive employment to any of the other Party's employees or contractors; or
- (d) solicit, entice, or hire away any employee or contractor of the other Party.

21. This obligation will be limited in scope to those persons that were employees or contractors of the Parties at the same time that the Contractor was retained by the Client.

OWNERSHIP OF INTELLECTUAL PROPERTY

22. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.

23. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

24. Upon the expiry or termination of this Agreement, the Contractor will make available to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

25. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

26. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations

of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

27. In the event that the Contractor hires a sub-contractor:

(a) the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

(b) for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

28. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

29. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

30. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

31. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

CLIENT

[Client.Company]

[Client.StreetAddress]

[Client.City]

[Client.PostalCode]

CONTRACTOR

Purple Computing Limited

Registered Office:

20 Vespasian Way

Dorchester

Dorset DT1 2RD

or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

32. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

33. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

34. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

35. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

37. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

SEVERABILITY

41. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

42. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SIGNATURES

The authorised signatures below signify the Parties' acceptance of the terms of this Agreement.

The Client	[Client.Company]
Signature:	
Client Representative Full Name:	[Client.FirstName] [Client.LastName]
Position In Organisation: <i>(e.g Director)</i>	[Client.Title]
The Contractor	Purple Computing Limited
Signature:	
Purple Representative Full Name:	[Purple.FirstName] [Purple.LastName]
Position In Organisation: <i>(e.g Director)</i>	[Purple.Title]