

Service Supply Agreement

This agreement is made this XX XXX 20XX

Between

- (1) **ADATIS MANAGED SERVICES LIMITED**, a company incorporated in England and Wales (registered number 11790925) whose registered address is at Broadmede House, Farnham Business Park, Weydon Lane, Farnham, Surrey GU9 8QT (“Adatis”); and
- (2) **[Customer]**, a company incorporated in England and Wales (registered number [company number]) whose registered address is at [Registered Address] (“the Customer”)

1 DEFINITIONS

In these terms, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptable Use Policy”	means the Adatis policy for the Customer’s use of Services, as set out on the Adatis website at http://www.adatis.co.uk/terms and may be amended by Adatis from time to time.
“Commencement Date”	means the date of this Agreement shown above.
“Confidential Information”	all information obtained by one party from the other which is expressly marked as confidential or which is manifestly confidential or which is confirmed in writing to be confidential within 7 days of its disclosure;
“Customer’s Material”	the Customer’s data loaded, received, maintained or transmitted by Adatis on the System for the Customer under these Terms;
“Initial Period”	shall be 12 months unless otherwise stated in Schedule 1 in which case the Initial Period in Schedule 1 shall prevail. The Initial Period shall commence on the Commencement Date.
“License Terms”	the licensing conditions and restrictions of the Software manufacturer, supplier or licensor, including (but not limited to) <ul style="list-style-type: none"> a) In respect of the Microsoft Software the licensing conditions set out at http://www.adatis.co.uk/terms or available upon request; b) In respect of other Software, the licensing conditions set out at http://www.adatis.co.uk/terms or available upon request;
“Software”	all machine-readable data and instructions, including middleware and firmware and related updates and upgrades, licenses materials, user documentation, user manuals and operating procedures used or in the provision of, or the for the Customer to access, the Services;
“the Servers”	Adatis’ server(s) used for the purpose of providing Services;
“the Services”	the aggregate of component Services as listed in Schedule 1;
“Service Description”	the description of component Services as listed in Schedule 1 and set out at http://www.adatis.co.uk/terms ;
“Small Works”	professional services engagements of 10 Working Days or less
“System”	the hardware and software belonging to or used by Adatis and which provides a link to the World Wide Web via the Internet;
“Terms”	the terms of this Agreement and the annexed Schedules.
“Working Days”	Monday to Friday excluding English Public Holidays.

2 SUPPLY OF THE SERVICES



- 2.1 Adatis shall supply the Services in accordance with the provisions of these Terms.
- 2.2 Adatis shall supply the Services in accordance with applicable Service Description (and terms therein) for each component of the Services. The Service Descriptions for each component of the Services are set out at <http://www.adatis.co.uk/terms> and may be varied from time to time.
- 2.3 Adatis reserves the right to control, direct and establish technical procedures for the provision of the Services and the Customer shall follow the reasonable instructions and procedures of Adatis. Where necessary, Adatis may make reasonable operational changes to the Services without prior notice to the Customer.
- 2.4 Adatis has obtained and shall use its reasonable endeavours to ensure that it retains all necessary consents, licenses or certifications required for the provision of the Services.
- 2.5 Adatis shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Customer. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of Adatis.
- 2.6 Adatis shall, to protect the security of the Services and the Customer's Material, either on its own reasonable judgment, or on request by the Customer, promptly suspend availability of the Services over the internet. Adatis shall likewise, on its own reasonable judgment or on request by the Customer, promptly resume the provision of the Services following such suspension.
- 2.7 Adatis shall maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Customer's Material, and shall maintain reasonable security procedures to restrict the destruction, corruption or unauthorised access to the Customer's Material, including back up material.
- 2.8 Adatis, where applicable, will at all times implement and use appropriate virus-protection procedures and software on the Customer's Material
- 2.9 Adatis, upon reasonable notice to the Customer, may upgrade the Services to a new version of the Services at any time.

3 CONDITIONS OF USE OF THE SERVICES BY THE CUSTOMER

- 3.1 The Customer will be responsible for obtaining and maintaining the Customer's own compatible computer system being all such equipment, software and communications lines, including any public lines required by the Customer to access the Services ("Customer's Equipment"). Adatis has no responsibility for or liability with respect to the Customer's Equipment.
- 3.2 All Software made available for use by the Customer under these Terms is provided subject to the License Terms.
- 3.3 The Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Services shall include (without limitation):
 - 3.3.1 obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connection with any facilities of Adatis, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;
 - 3.3.2 attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of Adatis or of another customer of Adatis;
 - 3.3.3 using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person;
 - 3.3.4 the resale of the Services without Adatis' prior written approval.
- 3.4 Adatis shall take reasonable steps to protect the Customer's information in accordance with the provisions of ISO 27001:2013, however the Customer acknowledges that the internet is not secure and accordingly that Adatis cannot guarantee the privacy of the Customer's information.
 - 3.4.1 The Customer shall use the Services in accordance with the Acceptable Use Policy of Adatis set out at <http://www.adatis.co.uk/terms>
- 3.5 Where applicable, the Customer shall use an up-to-date virus-scanning program on all the Customer's Material.
- 3.6 The Customer shall maintain confidentiality of its login names, passwords and other confidential information relating to the Customer's access to the Services.
- 3.7 The Customer acknowledges that Adatis does not operate or exercise control over, and accepts no responsibility for the content of the Customer's Material.

4 INDEMNITY

- 4.1 The Customer shall indemnify Adatis against all losses, liabilities, cost (including legal costs on an indemnity basis) damages and expenses arising out of or a breach of any of the customer's obligations (including negative obligations) under this agreement.
- 4.2 Adatis shall indemnify the Customer against all losses, liabilities, costs (including legal costs on an indemnity basis) damages and expenses arising out of or in connection with any claim by a third party that the use by the Customer of Software infringes the third party's intellectual property rights subject to the following conditions:
- 4.2.1 The Customer will notify Adatis of any claim arising pursuant to this clause as soon as reasonably practicable after becoming aware of it;
 - 4.2.2 The Customer shall not make any admissions nor admit any liability;
 - 4.2.3 The Customer shall allow Adatis to conduct and/or settle all negotiations and litigation resulting from such claim or action; and
 - 4.2.4 The Customer shall provide Adatis with such reasonable assistance in relation to the defence of the claim or action as Adatis shall request.

5 PAYMENT

- 5.1 The Customer shall pay to Adatis the charges for the supply of the Services as set out in Schedule 1 ("the Service Charges").
- 5.2 The Service Charges payable under these Terms are exclusive of Value Added Tax which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law
- 5.3 Where the Service Charges are not paid by the Customer when due, Adatis upon 7 days' notice may suspend the Services to the Customer and the Statement of Work.
- 5.4 Pricing of Consumption of Microsoft Azure services is defined by Microsoft and not in control of Adatis. Adatis cannot be held responsible for price increases.
- 5.5 Any Services provisioned to the Customer subsequent to the Commencement Date in addition to the Services in Schedule 1 shall be deemed to be additions to Schedule 1 ("Additional Services") and provided in accordance with the Terms of this Agreement. Additional Services shall be subject to a minimum 12-month term and thereafter co-terminate at the next anniversary of the Commencement Date.
- 5.6 Any applicable Cancellation Fee shall be paid within 7 days of the termination of this Agreement.

6 LIMITATION OF LIABILITY

- 6.1 Except as specified in the Service Description, Adatis shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the supply of Services, the System, the connectivity to the Internet, any Software or its use, application, support or otherwise, except to the extent to which it is unlawful under the applicable laws and regulations to exclude such liability.
- 6.2 Adatis shall not be liable to the Customer for loss of profits or contracts, loss of goodwill or other special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever
- 6.3 In the event that any exclusion contained in these Terms shall be held to be invalid for any reason and Adatis becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to the fees paid by the Customer in the 12-month period preceding the occurrence of the liability.
- 6.4 Adatis does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Adatis its employees, agents or authorised representatives and further to the extent Adatis is not able to exclude such liability by law.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Adatis acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in the Customer shall remain vested in the Customer and nothing in these Terms shall operate as an assignment to Adatis of such intellectual property rights.
- 7.2 The Customer acknowledges and agrees that the copyright, trademarks, trade names, patents and all other intellectual property rights vesting in Adatis shall remain vested in the Adatis and nothing in these Terms shall operate as an assignment to the Customer of such intellectual property rights.

7.3 Adatis acknowledges that the Customer's Material will at all times remain under the sole ownership of the Customer with the Customer retaining all rights to the same.

8 CONFIDENTIALITY

8.1 Adatis and the Customer shall treat as confidential all Confidential Information and shall not divulge such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.

9 DATA PROTECTION

9.1 In this clause, the terms "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given under the EU General Data Protection Regulation (Regulation 2016/679) and any and all applicable national data protection laws implementing or supplemental to that Regulation including UK the Data Protection Act 2018 ("Applicable Data Protection Law").

9.2 The Customer hereby notifies Adatis that the Customer's Material contains personal data (the "Customer Personal Data") and the Customer (the controller) appoints Adatis as a processor to process the Customer Personal Data and subprocessor of the Customer Material. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law. If Adatis becomes aware that processing the Customer Personal Data infringes Applicable Data Protection Law, it shall promptly inform the Customer.

9.3 The Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Adatis for processing.

9.4 The Customer warrants and undertakes to Adatis that:

- 9.4.1 the Customer Personal Data has been obtained and processed (in so far as the Customer Personal Data has been processed) lawfully;
- 9.4.2 the Services will be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified the data subject in respect of the Customer Personal Data (the "Notified Purposes");
- 9.4.3 the Customer has not hitherto and will not during the continuance of these Terms use or disclose the Customer Personal Data or any part thereof in a manner incompatible with the Notified Purposes;
- 9.4.4 the Customer Personal Data is adequate, relevant and not excessive in relation to the Notified Purposes; and
- 9.4.5 the Customer Personal Data is accurate and the Customer shall keep the Customer Personal Data fully up to date at all times during the continuance of these Terms.

9.5 Processor obligations:

- 9.5.1 Adatis shall not transfer the Customer Personal Data or Customer Material outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
- 9.5.2 Adatis shall ensure that any person it authorises to process the Customer Personal Data or Customer Material (an "Authorised Person") shall protect the Customer Personal Data and Customer Material in accordance with Adatis' confidentiality obligations under these Terms.
- 9.5.3 Adatis shall implement technical and organisational measures to protect the Customer Personal Data and Customer Material (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data or Customer Material (a "Security Incident").
- 9.5.4 Adatis shall provide reasonable and timely assistance to the Customer (at the Customer's expense) to enable the Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Customer Personal Data or Customer Material. In the event that any such request,

correspondence, enquiry or complaint is made directly to Adatis, Adatis shall promptly inform the Customer providing full details of the same.

- 9.5.5 Adatis shall provide reasonable cooperation to the Customer (at the Customer's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law in relation to the processing of Customer Personal Data.
- 9.5.6 If Adatis becomes aware of a confirmed Security Incident, Adatis shall inform the Customer without undue delay and shall provide reasonable information and cooperation to the Customer so that the Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Adatis shall further take such any reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Customer informed of all material developments in connection with the Security Incident.
- 9.5.7 Upon termination or expiry of this Agreement, Adatis shall (at the Customer's election) destroy or return to the Customer all Customer Personal Data in its possession or control. This requirement shall not apply to the extent that Adatis is required by applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data it has archived on back-up systems, in which event Adatis shall securely isolate and protect from any further processing except to the extent required by such law until deletion is possible.

9.6 The Customer consents to Adatis engaging Microsoft as sub processor to process the Customer Personal Data.

10 FORCE MAJEURE

Notwithstanding clause 2.5, Adatis will not be responsible for any delay in, or failure of, the Services or the internet due to any occurrence, event or cause beyond Adatis' reasonable control, which may prevent or hinder the performance of Adatis of any of its obligations under this Agreement.

11 DURATION AND TERMINATION

- 11.1 These Terms shall commence on the Commencement Date and shall continue until terminated in accordance with this Clause 11.
- 11.2 These Terms may be terminated by the Customer, without penalty, by giving at least one month's notice in writing in advance of the expiry of the Initial Period or any subsequent anniversary of the Commencement Date thereafter. In the event such notice is given and subject to clause 6.6, termination of these Terms shall take effect on the expiry of the Initial Period or subsequent anniversary of the Commencement Date, as appropriate.
- 11.3 Subject to clause 11.2 and 11.4, if the Customer wishes to terminate this Agreement other than on the expiry of the Initial Period or any anniversary date thereafter, the Customer shall pay the Service Charges due between the date of termination and the expiry of Initial Period or if the Initial Period is past, the next anniversary of the expiry of the Initial Period ("the Cancellation Fee").
- 11.4 These Terms may be terminated forthwith by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or a bankruptcy petition presented to the court or shall cease or threaten to cease to carry on business.
- 11.5 Adatis may cease to supply the Services forthwith without giving notice to the Customer if the Customer is in material breach of these Terms and has failed to rectify such breach (in the case of a breach capable of being remedied) within 14 days of receiving a written notice requiring it to do so.
- 11.6 Any termination under this clause 11 shall discharge Adatis from any liability for further performance of the Services but its rights to make any claim for any antecedent breaches shall remain in force.

12 AMENDMENT

- 12.1 No variation to the provisions of these Terms or Schedules shall be of any effect unless made in writing and agreed and signed by or on behalf of Adatis and the Customer.

13 ASSIGNMENT

13.1 Adatis may perform any of the obligations undertaken by it and to exercise any of the rights granted to it under these Terms through any other company which at the relevant time is its holding company or subsidiary (as defined by section 1159 of the Companies Act 2006) or the subsidiary of any such holding company, and any act or omission of any such company shall for the purposes of these Terms be deemed to be the act or omission of Adatis.

14 NOTICES

14.1 Any notice required or permitted under these Terms or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail as appropriate, properly posted and fully pre-paid in an envelope properly addressed or sent by facsimile or email to the respective addressee at its usual place of business or to such other address, facsimile number or email address as may from time to time be designated by notice hereunder.

14.2 Any such notice shall be considered to have been received on the next working day following delivery, facsimile or emailing or in any other event within seven (7) Working Days after it was mailed in the manner provided under this clause.

15 LAW

15.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Any dispute which may arise between the parties concerning these Terms shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.

16 INTERPRETATION

In these Terms:

16.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

16.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;

16.3 any reference to Adatis or the Customer in these Terms includes a reference to their successors in title and permitted assigns;

16.4 the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of these Terms.

16.5 any reference to a clause means a clause in this Agreement unless the contrary is stated.

16.6 references to "written" (e.g. written consent or written notice) shall include by email.

17 SEVERABILITY

17.1 Notwithstanding that the whole or any part of any provision of these Terms may prove to be illegal or unenforceable the other provisions of these Terms and the remainder of the provision in question shall remain in full force and effect.

18 THIRD PARTIES

18.1 Adatis and the Customer confirm their intent not to confer any rights on any third parties by virtue of these Terms and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply.

19 WAIVER

19.1 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

20 ENTIRE AGREEMENT

20.1 Each party on behalf of itself and as agent for each of its related persons acknowledges and agrees with the other party (each such party acting on behalf of itself and as agent for each of its related persons) that:

20.1.1 this Agreement constitutes the entire and only Agreement between the parties and their respective related persons relating to the subject matter of this Agreement;

20.1.2 neither it nor any of its related persons has been induced to enter into this Agreement in reliance upon, nor has any such party been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that any of them have been, it (acting on behalf of itself and as agent on behalf of each of its related persons) unconditionally and irrevocably waives any claims, rights or remedies which any of them might otherwise have had in relation thereto;

PROVIDED THAT the provisions of this clause 22.1 shall not exclude any liability with any of the parties or, where appropriate, their related persons would otherwise have to any other party or, where appropriate, to any other party's related persons or any right which any of them may have in respect of any statements made fraudulently by any of them prior to the execution of this Agreement or any rights which any of them may have in respect of fraudulent concealment by any of them.

EXECUTED in two originals as per the Commencement Date above:

Signed for and on behalf of ADATIS MANAGED SERVICES LIMITED

Signature:

Name:

Position:

Date:

Signed for and on behalf of [Customer]

Signature:

Name:

Position:

Date:

SCHEDULE 1

INITIAL PERIOD: X Month(s)

SERVICE CHARGES

The Service Charges provided below are in relation to the Services

The charges below are per calendar month.

Quantity	Service	Price	Total

ADDITIONAL TERMS

The following additional terms apply to the purchase of Microsoft Azure or Power BI by you (“the Customer”). All Services are subject to the terms of the Adatis Service Supply Agreement.

You, the Customer, agree to pay the Service Charges for all consumed Services occurring in the preceding month with no upfront commitment. Consumed services will be itemised at the point of retrospective invoice.

All terms for use of the Services are set out at;

- Microsoft CustomerAgreement
<https://www.microsoft.com/licensing/docs/customeragreement>
- Microsoft Azure Legal Information
<https://azure.microsoft.com/en-us/support/legal/>
- Microsoft Online Subscription Agreement
<https://azure.microsoft.com/en-us/support/legal/subscription-agreement/?country=gb&language=en>
- Microsoft Azure Service Level Agreement
<https://azure.microsoft.com/en-us/support/legal/sla/>

You, the Customer, agree that the above terms shall apply to you.

SERVICES

Services commence once provisioned within the Adatis CSP Control Panel. Services will terminate once they are cancelled within the Adatis CSP Control Panel.

PAYMENT

- All setup charges are billed in first month
- All professional services charges are payable within 30 days of completion
- All charges are monthly recurring unless otherwise stated
- Prices are subject to VAT at the prevailing rate