

FRAMEWORK SUPPLY AGREEMENT

Between

PULSANT LIMITED Company Number 03625971
The Yard, 14 – 18 Bell Street
Maidenhead, England SL6 1BR
hereinafter referred to as **Pulsant**

and

[SUPPLIER NAME] Company Number <>
ADDRESS
.....
.....
.....
POSTCODE

hereinafter referred to as **Supplier**

This Main Supply Agreement (“**Agreement**”) forms a binding agreement between Pulsant and Supplier. Pulsant and Supplier are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

This Agreement governs the supply by Supplier to Pulsant of certain products or services set out in Orders (“**Products**”, “**Services**” and together, “**Deliverables**”).

This Agreement constitutes the entire agreement of the Parties and supersedes and extinguishes all previous agreements, understandings, communications and discussions, oral or written, relating to its subject matter. This Agreement is effective as of the date signed by both Parties or, if sooner, the date by which Supplier starts supplying Deliverables to Pulsant (“**Effective Date**”).

This Agreement is signed by duly authorised representatives of the Parties.

Pulsant:	Supplier:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date :

The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of the respective provisions of this Agreement.

1. **Deliverables.** Supplier will supply Deliverables in accordance with this Agreement and any Purchase Order or Scope or Works entered into (“**Orders**”). Any Scope of Works will be substantially in the form of Schedule 1 or such other form as agreed by the Parties. An affiliate of Supplier may enter into an Order in which case it shall have liability thereunder and references in this Agreement to Supplier shall be to that affiliate. In the event of any conflict

between this Agreement and any Order, the terms of the Order shall take precedence. The Parties may use standard business forms, proof of delivery documents and invoices (including purchase orders issued by Pulsant) but such forms are for convenience only and any terms contained therein will not apply even if signed by either Party. Pulsant makes no promises or representations whatsoever as to the amount of business Supplier can expect under this Agreement and may from time to time give projections, but such projections are speculative only and non-binding. Pulsant may engage other companies providing the same or similar Deliverables as those supplied by Supplier.

2. Warranties. Supplier warrants: (A) Products will (1) be free from any errors and defects in design, materials and workmanship; (2) conform with applicable performance capabilities, characteristics, compatibility, and other descriptions and standards set out in this Agreement, any applicable Order or in any specifications provided to Pulsant for the longer of 1 year or the period for which Supplier has provided a warranty; (3) be safe for their intended use; (4) be free of any liens or encumbrances and, if any Products are subject to or dependent on the use of third party proprietary rights, Supplier will at no additional cost provide Pulsant with all necessary licenses to ensure it has full use of the Products; (5) not infringe or violate any third party's intellectual property or proprietary rights, (6) if they constitute or contain digital content or software, not contain any viruses, harmful code or other mechanisms or features that could interfere with Pulsant's operations; (B) Services will be performed in a timely and professional manner, with reasonable skill and care in accordance with any agreed service levels; (C) Deliverables will comply with all applicable laws, rules and regulations; (D) it will not operate any of Pulsant's equipment without Pulsant's consent and will be responsible for all loss or damage arising from its operation of such equipment (including personal injury and property damage) and will ensure its personnel have undertaken all necessary training and hold any applicable licenses or permits to operate such equipment; (E) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including lists maintained by the United Nations Security Council, the European Union or its member states or other applicable government authorities; (F) neither Supplier nor its subcontractors have facilitated or will facilitate any form of tax evasion offence and shall promptly notify Pulsant should it or its subcontractors be subject to any enquiry, investigation or proceedings related to any such actual or alleged offence; (G) it will comply with Pulsant's Supply Chain Code of Conduct as published on the Pulsant website or otherwise provided to Supplier in writing from time to time.

3. Intellectual Property. The Parties acknowledge that the intellectual property of the other Party, which is exchanged by the Parties as part of this Agreement, is other Parties' trade secret and confidential information. Any patents, copyrights, or registered designs or the other intellectual property provided by Supplier or resulting from the execution of this Agreement, or any Orders issued as part of this Agreement will remain the property of Supplier, and Supplier grants Pulsant a worldwide, irrevocable, royalty-free, perpetual license to use, modify, and sublicense any Supplier Intellectual Property embedded in the Deliverables to the extent necessary for Pulsant to make full use of the Deliverables.. Notwithstanding the foregoing, any intellectual property created by Supplier specifically for Pulsant in connection with this Agreement shall be owned by Pulsant.

4. Fees / Invoicing. Pulsant will pay to Supplier the fees and charges for the Deliverables agreed in the applicable Order and Supplier is not entitled to any other amounts. The price of the Products is the price stated in the Order (the "**Price**"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees, tariffs and applicable taxes, including without limitation, all sales, use, or excise taxes. Supplier warrants that the Price in the Order shall be the total sum payable by Pulsant for the manufacture and delivery of the Products and no additional charges of any type shall be added without Pulsant's consent. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or any other reason, without the prior written consent of Pulsant. Pulsant may at any time instruct an addition, substitution, omission or other alteration to the Deliverables or the terms of the Order by way of a written agreement signed by both Parties. Supplier will submit invoices to Pulsant as set out on the Order. Pulsant will remit all undisputed portions of Supplier's properly submitted and compliant invoices within 30 days of receipt or, if by any applicable law which applies compulsorily Pulsant is required to settle invoices sooner, within such period. Where payment due date for Supplier's invoice falls on a non-working day, Pulsant may make payment on the next working day. Supplier shall submit all invoices to Pulsant electronically if possible. Each invoice

must be compliant with applicable laws and in an appropriate format, with reference to the applicable Order and description of Deliverables supplied. Upon request, Supplier will promptly furnish any receipts or other supporting materials to verify the content and accuracy of any invoice. Pulsant has the right to dispute invoices received more than 120 days after the date when Supplier was required to invoice Pulsant. Pulsant may withhold payment of any sums due and payable to Supplier, in whole or in part, on account of any failure of Supplier to comply with this Agreement or offset with the sums due and payable, any damages, costs, or expenses incurred arising from Supplier's breach of this Agreement.

5. Adherence to Legislation and Pulsant Policies, Safety and Security Requirements. Supplier shall comply with all applicable local legislation, including Anti-bribery and Corruption, Competition, Tax and Modern Slavery Prevention law, as well as Pulsant's ethics, environmental, safety and security procedures, guidelines and policies as published on the Pulsant website or otherwise provided to Supplier in writing from time to time, and any applicable procedures, including, but not limited to Sites access guidelines and policies relating to Pulsant's sites and/or data center facilities (collectively the "Sites" and individually, each a "Site") which Supplier attends. Supplier shall, upon request, provide evidence of their environmental, social and corporate governance policies and evidence that they comply with Anti-Slavery, Anti-Bribery and Corruption regulations. Supplier shall, prior to entering any of Pulsant's Sites, coordinate directly with the designated main contractor and/or any other person designated by Pulsant with respect to safety on the Site. Supplier shall identify any employee, consultant, sub-contractor or agent who will be performing work on a site and shall be fully responsible and liable for such employee, consultant, sub-contractor or agent. Supplier warrants that any individual who performs work on a Site shall be adequately trained and competent. Supplier shall comply with any Site security requirements provided by Pulsant.

6. Tax. All fees and charges payable by Pulsant for Deliverables must be shown in an applicable Order inclusive of any Value Added Tax ("VAT") which will be payable at the prevailing rate. Supplier will provide a valid VAT invoice to Pulsant and no payment will be due until Supplier has provided such invoice. Supplier will be responsible for all other taxes or fees arising from the supply of Deliverables. Pulsant will pay any compulsory applicable national or use taxes or VAT that Supplier is legally obliged to charge ("Taxes"), providing (1) such Taxes are stated on the original quotation issued to Pulsant, (2) Taxes are separately stated on the invoice, and (3) the invoice meets the requirements for a valid tax invoice. Pulsant may deduct or withhold any taxes it determines it is obligated to withhold from any amounts payable to Supplier under this Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment to Supplier of amounts payable under this Agreement. Upon request, Supplier will provide Pulsant with any forms, documents, or certifications as required for Pulsant to satisfy any information reporting or withholding tax obligations.

7. Software. If Supplier supplies software to Pulsant and unless otherwise specified in the Order Form it grants Pulsant a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty free, unlimited, fully paid up license to make full use of the software, including the right to import, modify and create derivative works, combine it with any hardware and other software, make permanent or temporary copies of the software in whole or in part, and to sublicense to third parties the foregoing rights (including the right to sublicense to further third parties).

8. Title & Risk. Risk in Products will transfer to Pulsant upon receipt by Pulsant whilst title will transfer to Pulsant upon payment. Supplier will be responsible for delivering Products to Pulsant and, if applicable, import clearance and any corresponding taxes or import duties. Supplier will be the importer and exporter of record, will not list Pulsant on any customs documentation and will be directly responsible for ensuring any cross-border sales comply with all export and import regulations. If Pulsant returns any Products to Supplier, such Products will be returned at Supplier's risk and Supplier will be the importer and exporter of record and will be directly responsible for ensuring such returns comply with all export and import regulations.

9. Shipment Terms. Shipment of Products under this Agreement will be Delivered Duty Paid (named place of destination) ("DDP") (as defined in the Incoterms 2020). Any packaging or delivery expenses must be set out in the Order.

10. **Delivery & Acceptance.** Following delivery Pulsant will inspect the Products to confirm their compliance with this Agreement and applicable Order and will thereafter confirm its acceptance or rejection to Supplier within 15 working days after delivery without regard to whether payment has been made. If Pulsant identifies that the Products do not comply with this Agreement and rejects them, the returns process set out in the **Correction of Deliverables** section below shall apply. Signature of any delivery receipt does not constitute Pulsant's acceptance of the quantity, type or condition of Products received by Pulsant.
11. **Delay.** Supplier will, promptly after learning of any potential delay to the supply of the Deliverables, notify Pulsant. Supplier will not be liable for any delay in performance that is beyond its reasonable control and was not reasonably foreseeable ("**Excusable Delay**") provided it gives Pulsant timely written notice of such Excusable Delay and takes commercially reasonable measures to mitigate such Excusable Delay. Pulsant may rescind any Order at no charge and without liability (1) as a result of any delay in performance that is not an Excusable Delay, or (2) if such Excusable Delay continues for more than 2 weeks.
12. **Correction of Deliverables.** If (A) the Services supplied do not comply with this Agreement or applicable Order, Supplier will upon notice by Pulsant correct such Services within 30 days. If Supplier fails to do so, Pulsant may take such action necessary to correct the Services and will be entitled to recover from Supplier an amount equal to the diminished value of any uncorrected Services and/or its costs reasonably incurred in correcting the Services; or (B) the Products supplied are defective or do not comply with this Agreement or applicable Order, Supplier will promptly correct such Products on-site or, if not possible, de-install and collect such Products to promptly correct them off-site. If Supplier is unable to fully correct such Products it will, at Pulsant's option (1) replace the defective or non-compliant Products, or (2) provide Pulsant with a full credit or refund, in which case then Supplier will promptly de-install and remove any installed Products at Supplier's own expense.
13. **Indemnity.** Supplier hereby releases and will defend, hold harmless, and indemnify Pulsant, its Affiliates, directors, officers, employees, agents, successors and assigns ("**Pulsant Indemnified Parties**"), from and against (1) any criminal liability or fine, or any administrative fines resulting from Supplier's supply of the Deliverables, and (2) any other third-party claim based on, or any loss, damage, settlement, cost, expense, patent, trademark or copyright and any other liability (including reasonable legal fees) arising from any act or omission by Supplier and/or its personnel, including any breach of this Agreement or allegation or claim of negligence, omission, willful misconduct or strict liability and any claim, where Pulsant Indemnified Parties are found to be liable to a third party (collectively, "**Claims**"). The foregoing does not apply if such Claim directly results from Pulsant's negligence or willful misconduct. Supplier also releases and will defend and indemnify Pulsant Indemnified Parties in respect of any employment-related claim brought by any member of its personnel against Pulsant or any relevant authority determining that such personnel member is an employee or worker of Pulsant. Supplier's duty to defend is independent of its duty to indemnify and its obligations under this section are independent of all its other obligations under this Agreement. Supplier will use counsel reasonably satisfactory to Pulsant to defend each Claim, and Pulsant will cooperate (at Supplier's expense) with Supplier in the defence. Supplier will not consent to the entry of any judgment or enter into any settlement without Pulsant's prior written consent, which may not be unreasonably withheld.
14. **Exclusion of Liabilities.** Neither Party will be liable under any circumstances for lost profits or opportunities, indirect, incidental, consequential or special damages of any kind. Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other matter for which it would be unlawful to exclude liability.
15. **Insurance.** Throughout the Term and for 1 year following termination of this Agreement, Supplier will hold at least the following insurance policies: (A) general liability insurance or public liability insurance, as well as

products or completed operations coverage where applicable, with claim limits of not less than GBP 10,000,000 per event; (B) employer's liability insurance (or local equivalent) with claim limits of at least the amounts required by local law; and (C) if Supplier's Personnel operate vehicles in connection with the supply of the Deliverables, automobile insurance with limits as required by applicable law. If Supplier is supplying Services of a professional or consultancy nature it will also hold professional indemnity or errors and omissions insurance with limits of not less than GBP 5,000,000 in aggregate (with higher cover requirements being specified in the Scope of Works). All such policies referred to above must cover Supplier's liability hereunder for any acts by its subcontractors. At Pulsant's request, Supplier will promptly submit certificates of insurance for the above policies.

16. **Personnel.** Supplier has exclusive control over its employees, workers, representatives, subcontractors, and agents ("**Personnel**"), its labour and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Supplier is solely responsible for salaries and compensation of Personnel and paying all applicable contributions, taxes, and assessments. Supplier's Personnel are not entitled to participate in any compensation or benefits plans afforded to Pulsant employees. Supplier will be solely responsible for all theft, damage, and/or misconduct related to its Personnel.
17. **On-Site Services.** If Supplier performs Services on Pulsant's premises ("**On-Site Services**"), Supplier will (1) ensure its Personnel will complete sites induction before attending Pulsant Sites; and (2) ensure its Personnel comply with all on-site rules. Pulsant may request removal of any of Supplier's Personnel providing On-Site Services for justified cause and Supplier will promptly remove and replace such Personnel accordingly.
18. **TUPE.** Unless otherwise agreed in an Order it is the intention of the Parties that Supplier will structure its workforce so that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") does not apply to this Agreement. If TUPE is held to apply notwithstanding the foregoing then the Parties shall comply with their obligations thereunder and Supplier shall be liable to Pulsant and any incoming supplier for: (a) any claims or liabilities relating to any Supplier employee ("**Employee**") whose contract transfers under TUPE, to the extent such claims arise from acts or omissions before the transfer date; and (b) any termination costs incurred by the Pulsant or an incoming supplier in relation to an Employee whose employment transfers under TUPE but is not required.
19. **Term/ Termination.** The Agreement will begin on the Effective Date and will continue until terminated in accordance with this section ("**Term**"). Either party may terminate this Agreement by providing the other party with 90 days' written notice. Termination of this Agreement will not terminate any Orders then in effect. Either Party may terminate this Agreement or cancel any or all Orders on written notice if the other Party is (1) in material breach of this Agreement and fails to cure such breach within 30 days of being notified; or (2) adjudicated bankrupt, institutes voluntary proceedings for bankruptcy or reorganisation, makes an assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, or admits in writing its inability to pay its debts. In connection with the termination of an Order for any reason, Supplier will provide reasonable assistance to Pulsant to facilitate orderly transition of the Deliverables to Pulsant or another supplier. The following sections of this Agreement, along with any other provisions that by their nature should survive termination of this Agreement, will survive: **Confidentiality, Software, Exclusion of Liabilities, Indemnity and Governing Law.**
20. **Force Majeure.** Neither Party will be liable for any failure or delay in the Deliverables under this Agreement, if such failure or delay is on account of causes beyond its reasonable control, and which the Party could not have reasonably foreseen at the date of the Order, for example, but not limited to civil commotion, war, fires, floods, earthquakes, telecommunications line failures, electrical outages, network failures, strikes or labour disputes, terrorism, pandemics, or acts of God. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 5 business days of its occurrence. Should a Party experience a force majeure event, it shall take all reasonable measures to prevent and/or mitigate any impact that such event has on its

performance of this Agreement, and shall take all reasonable steps to perform despite such event. If Supplier's performance is delayed over 30 days, Pulsant may terminate the applicable Order without penalty and Supplier shall refund any amount paid by Pulsant that relates to Deliverables not received.

21. **Information Security.** If in supplying Deliverables to Pulsant, Supplier receives or accesses any Pulsant customer or employee data, network security data, or other sensitive data, Supplier will comply with Pulsant's Information Security Policy which will be supplied and agreed as part of the Scope of Works.
22. **Data Protection.** The Parties will comply with all applicable regulations relating to data protection and any applicable local regulations, UK General Data Protection Regulations (as defined in the Data Protection Act 2018) codes of practice and best practice guidance issued by any applicable authorities (together, the "**Data Protection Requirements**"). Where in the course of supplying Deliverables to Pulsant, Supplier processes personal data (as defined in the UK General Data Protection Regulations) on Pulsant's behalf, Supplier will: (A) act only on instructions from Pulsant as data controller, take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss, theft, destruction of, or damage to the same; (B) with the exception of transfers covered by a framework recognised by the relevant authorities or courts as providing an adequate level of protection for personal data, not transfer such personal data outside the UK or European Economic Area without Pulsant's express written consent and the conclusion of contractual clauses covering this transfer; (C) allow Pulsant access to any relevant premises owned or controlled by Supplier on reasonable notice to inspect Supplier's procedures in relation to the processing of the personal data and will, on request, prepare a report for Pulsant as to its current technical and organisational measures used to protect such personal data; (D) keep all materials containing such personal data in a safe and secure place (or if held electronically Supplier will ensure it has appropriate electronic security systems in place) and will return them to Pulsant (or if held electronically Supplier will ensure all files containing data are deleted and will provide written confirmation of this to Pulsant) promptly on termination or expiry of this Agreement or sooner on Pulsant's written request; and (E) inform Pulsant promptly and latest within 24 hours, if it detects any security breaches which may impact Pulsant's business. Pulsant must inform Supplier of any known vulnerabilities in Pulsant's business which may impact Supplier's business.
23. **Records / Audit.** Supplier will keep copies of all records relating to this Agreement and the Deliverables in accordance with generally accepted accounting standards ("**Records**"). Supplier will upon request provide Pulsant with electronic copies of all requested Records for review. Pulsant may, from time to time, require a compulsory review and assessment be undertaken of Supplier's environmental, labour, human rights, ethics and sustainability practices. Such review and assessment will be undertaken either by Pulsant or one of its nominated designees and Supplier shall provide full cooperation. Supplier acknowledges and agrees that Pulsant and/or its designees have a legitimate interest under Data Protection Legislation to process personal data of its Personnel when conducting an off-site audit, on-site inspection or review under this section.
24. **Confidentiality.** The Parties will comply with any existing nondisclosure agreement between them. If no such agreement exists, the Parties (1) will protect and keep confidential the existence of this Agreement (including all Orders) and its terms, and (2) any information solely obtained from the other Party in connection with this Agreement or related to the Deliverables that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary ("**Confidential Information**"). The Parties will use such Confidential Information only for the purposes of fulfilling their obligations under this Agreement and upon termination will destroy such Confidential Information. If Confidential Information is required to be produced by court order or government authority (or otherwise as required by applicable law), a Party may disclose such Confidential Information; provided that the it: (1) provides the other Party, with prompt and prior written notice of the obligation, unless prohibited by applicable law; (2) if requested by Pulsant and at Pulsant's expense, assist Pulsant in obtaining a protective order or other appropriate

relief; and (3) to the extent a protective order or other remedy is not obtained, (1) discloses only that portion of Confidential Information that it is legally required to disclose; and (2) uses its best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

25. **Publicity**

Neither Party may use any trade name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of the other Party in any manner (including in any client list, press release, advertisement or promotional material) except as set out in this Agreement without the other Party's prior written consent.

26. **Independent Contractors.** Supplier and Pulsant are independent contractors. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties. Neither Party will be entitled to act for or bind the other in any manner, except to the extent expressly set out in this Agreement.

27. **Assignment / Subcontracting.** Supplier will not without Pulsant's prior consent: (A) assign any of its rights and/or obligations under this Agreement or otherwise transfer any part or all of this Agreement; or (B) subcontract any of its obligations under this Agreement. Notwithstanding the existence or terms of any subcontract, Supplier will remain fully responsible for the performance of the Services and will ensure that any subcontractor complies with the provisions of this Agreement.

28. **Waiver / Remedies.** No waiver of any breach of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other breaches hereof. No waiver will be effective unless made in writing and signed by an authorised representative of the waiving party.

29. **Severability.** If a court with jurisdiction finds any part of this Agreement invalid or unenforceable, that part will be deemed modified to the extent necessary to make it valid and enforceable. If that is not possible, that part will be deemed omitted and the remaining parts will remain in full force and effect.

30. **Governing Law and Jurisdiction.** This Agreement will be interpreted, construed, enforced in accordance with the laws of England and Wales without regard to any rules governing choice of laws. The Courts of England shall have jurisdiction over this Agreement and any disputes under it.

31. **Legal Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable legal fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

32. **Notices.** Notices under this Agreement are sufficient if delivered by overnight courier, certified mail or personally to the addresses stated above or the Parties' registered office address if different. Notices issued to Pulsant must be served to Pulsant's registered office with a copy to the relevant Pulsant account representative. Notices will be deemed effective when received.

Schedule 1 – Template Scope of Works

This Scope of Works (“**SOW**”) is entered into by Pulsant Limited Company Number 03625971 (“**Pulsant**”) and [INSERT NAME OF SUPPLIER ENTITY PROVIDING THE DELIVERABLES] Company Number [] (“**Supplier**”) and is governed by the provisions of the Framework Supply Agreement between Pulsant and [INSERT NAME OF SUPPLIER ENTITY THAT SIGNED THE MSA] dated [INSERT DATE] (“**Agreement**”).

This SOW is effective as of the date signed by both parties to this SOW or, if sooner, the date by which Supplier starts supplying Deliverables to Pulsant (“**Effective Date**”). All capitalized terms not defined in this SOW have their respective meanings as set forth in the Agreement.

1. Deliverables

[INSERT DESCRIPTION OF THE GOODS/SERVICES BEING PROCURED AND QUANTITIES – E.G. WIDGET (MODEL NUMBER: TGS1986) X 500 UNITS. IF SUPPLIER HAS PROVIDED A SPECIFICATION SHEET PLEASE EMBED HERE. IF FURTHER DETAIL IS REQUIRED TO OUTLINE THE SERVICES PLEASE INSERT DETAILS IN AN APPENDIX TO THIS WO].

2. Location(s) where Deliverables are to be Supplied

[INSERT SITE LOCATIONS WHERE SERVICES ARE TO BE PROVIDED / GOODS ARE TO BE DELIVERED/INSTALLED]

3. Start Date of Supply of Deliverables

[INSERT DATE WHEN SUPPLY OF DELIVERABLES STARTS]

4. Completion Date of Supply of Deliverables

[INSERT DATE IF THERE IS A DEADLINE BY WHEN GOODS / SERVICES ARE TO BE PROVIDED BY]

5. Fees (excl. VAT)

[INSERT AMOUNT]

6. Term

This SOW shall commence on the Effective Date and, unless terminated earlier in accordance with the Agreement, shall expire on [] (“**Term**”).

7. Modification

No change, modification, amendment, or addition of or to this SOW or any part thereof shall be valid unless in writing and signed by an authorised representative of the Parties.

8. Miscellaneous

[INSERT ANY ADDITIONAL TERMS NOT COVERED BY THE ABOVE]

Pulsant:

Supplier:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: