**Saphyte – Software License and Support Agreement**

|  |  |
| --- | --- |
| **Addressed to:** | Mr. John Smith, *Chief Executive Officer* |
|  | 1234 Business Bay, Dubai, United Arab Emirates |
| **Prepared by:** | Mr. Sales Manager, *Sales Director* |
|  | 6 July 2021 |
| **Validity:** | Click or tap to enter a date. |

**Tuesday, 06 July 2021**

**PARTIES**

1. **Saphyte by Loyica Technology**, having its registered office at 43-45 Hexub Business Center, 18th Floor One by Omniyat, Business Bay, Dubai, United Arab Emirates (the “**Licensor**” and the “**Provider**”); and
2. **<Company Name>**, a company incorporated in <Country> (registration number <license number>) having its registered office at <Company Address> (the "**Licensee**" and the “**Customer**”)

**AGREEMENT**

1. **Definitions**
	1. Except to the extent expressly provided otherwise, in this Agreement:

“**Agreement**” means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in United Arab Emirates;

"**Business Hours**" means the hours of 09:00 to 18:00 GMT+4 on a Business Day;

"**Charges**" means the following amounts:

(a) the amounts specified in Part 4 of Schedule 1 (Software License Particulars); and

(b) such amounts as may be agreed by the parties in writing from time to time;

"**Documentation**" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee;

"**Effective Date**" means the date of execution of this Agreement;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or non-registrable, registered, or unregistered, including any application or right of application for such rights (and these "**intellectual property rights**" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Minimum Term**" means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"**Schedule**" means any schedule attached to this Agreement;

"**Software**" means the workspace or system or software identified in Part 1 of Schedule 1 (Software License Particulars) in cloud-based, SaaS model;

"**Software Defect**" means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality, or performance of the Software, but excluding any defect, error or bug caused by or arising because of:

* 1. any act or omission of the Licensee or any person authorized by the Licensee to use the Software;
	2. any use of the Software contrary to the Documentation by the Licensee or any person authorized by the Licensee to use the Software;
	3. a failure of the Licensee to perform or observe any of its obligations in this Agreement; and/or
	4. an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

"**Software Specification**" means the specification for the Software set out in Part 1 of Schedule 1 (Software License Particulars) and in the Documentation, as it may be varied by the written agreement of the parties from time to time; and

"**Term**" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

1. **Term**
	1. This Agreement shall come into force upon the Effective Date.
	2. This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 13.
2. **Supply of Software**
	1. The Licensee acknowledges that the Licensor supplied an access to the Software to the Licensee once this Agreement has been executed.
3. **License**
	1. The Licensor hereby grants to the Licensee from the date of access to the Software to the Licensee until the end of the Term a non-exclusive license to:
4. use a single instance of the Software in accordance with the Documentation;

subject to the limitations and prohibitions set out and referred to in this Clause 4.

* 1. The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 4.1 without the prior written consent of the Licensor.
	2. The license granted by the Licensor to the Licensee in Clause 4.1 is subject to the limitations regarding the number of installations, the identity of users and the number of concurrent users set out in Part 3 of Schedule 1 (Software License Particulars).

The Software may only be used by the officers and employees of the Licensee, if the Software is going to be used by any affiliated individual of the Licensee that is not an officer or employee, the Licensor must provide written confirmation..

* 1. Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any license granted under this Clause 4 shall be subject to the following prohibitions:
1. the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
2. the Licensee must not alter, edit, or modify the Software; and
3. the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer the Software.
	1. Licensee shall be responsible for the security of access to the Software supplied to the Licensee under this Agreement and shall ensure that access to the software is restricted to persons authorized to use them under this Agreement.
4. **No assignment of Intellectual Property Rights**
	1. Nothing in this Agreement shall assign, purport to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee.
5. **Support Services**
	1. The Licensor shall provide the Support Services to the Customer during the Term.
	2. The Licensor shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a service provider in the Provider's industry.
	3. The Licensor shall provide the Support Services in accordance with Schedule 2 (Support SLA).
	4. The Licensor may suspend the provision of the Support Services if any amount due to be paid by the Licensee to the Licensor under this Agreement is overdue, and the Licensor has given to the Licensee at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.
6. **Customer Obligations**
	1. Save to the extent that the parties have agreed otherwise in writing, the Licensee must provide to the Licensor, or procure for the Licensor, such:
7. Cooperation, support, and advice;
8. Information and documentation; and
9. Governmental, legal, and regulatory licenses, consents and permits, as are reasonably necessary to enable the Licensor to perform its obligations under this Agreement.
	1. The Licensee must provide to the Licensor, or procure for the Licensor, such access to the Licensee's computer hardware, software, networks, and systems as may be reasonably required by the Licensor to enable the Licensor to perform its obligations under this Agreement.
10. **Charges**
	1. The Licensee shall pay the Charges to the Licensor in accordance with this Agreement.
	2. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Licensee to the Licensor.
	3. The Licensor may elect to vary any element of the Charges by giving to the Licensee not less than 30 days' written notice of the variation, providing that no such variation shall result in an aggregate percentage increase that exceeds 5%.
11. **Payments**
	1. The Licensor shall issue invoices for the Charges to the Licensee on or after the invoicing dates set out in Part 4 of Schedule 1 (Software License Particulars).
	2. The Licensee must pay the Charges to the Licensor within the period of 10 days following the issue of an invoice in accordance with this Clause 9.
	3. The Licensee must pay the Charges by online payment by adding card (debit or credit) details to the Licensee’s workspace billing section or by offline payment via bank transfer or cheque (using such payment details as are notified by the Licensor to the Licensee from time to time).
	4. If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may suspend the software services and customer support as set out in the Software License Particulars after 10 days billing overdue. In the even the Licensee fails to make payment after ten (10) days, a[ny amounts](https://www.lawinsider.com/clause/penalty-clause?cursor=ClUST2oVc35sYXdpbnNpZGVyY29udHJhY3RzcjYLEhlDbGF1c2VTbmlwcGV0R3JvdXBfdjIxX2VuIhdwZW5hbHR5LWNsYXVzZSMwMDAwMDAwYQwYACAA) payable, plus a late penalty fee of 1.5% per week of the due amount shall automatically accrue without the need for any formal notice.
12. **Warranties and Indemnification**
	1. The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
	2. The Licensor warrants to the Licensee that:
13. the Software as provided will conform in all material respects with the Software Specification;
14. the Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware, and other malicious software programs; and
15. the Software shall incorporate security features reflecting the requirements of good industry practice.
	1. The Licensor warrants to the Licensee that, to the best of its knowledge, the Software, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes, or regulations applicable under UAE law.
	2. The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
	3. If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may act reasonably at its own cost and expense:
16. modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software and must not result in the Software failing to conform with the Software Specification; or
17. procure for the Licensee the right to use the Software in accordance with this Agreement.
	1. Licensee represents and warrants to the Licensor party that:
18. it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
19. it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
20. the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
21. when executed and delivered by the Licensee, this Agreement will constitute the legal, valid, and binding obligation of the Licensee, enforceable against it in accordance with its terms.
	1. The parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
	2. Licensee shall indemnify, defend, and hold harmless the Licensor and its affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “Lincensor Indemnitee”) from and against any and all losses, damages, and expenses, including attorneys’ fees, incurred by any Licensor Indemnitee in connection with any claim, cause of action, demand, legal proceeding, or investigation by a third-party (other than an affiliate of a Licensor Indemnitee) arising out of or relating to: (a) Licensee content or materials, or Licensor’s use thereof in accordance with this Agreement; (b) Licensor’s compliance with any specifications or directions provided by or on behalf of Licensee to the extent prepared without any contribution by Licensor; or (c) any allegation of facts that, if true, would constitute Licensee’s breach of any of its representations, warranties, covenants, or obligations under this Agreement.
22. **Acknowledgements and Warranty Limitations**
	1. The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.
	2. The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
	3. The Licensee acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.
	4. The Licensee acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.
23. **Limitations and Exclusions of Liability**
	1. Nothing in this Agreement will:
24. limit or exclude any liability for death or personal injury resulting from negligence;
25. limit or exclude any liability for fraud or fraudulent misrepresentation;
26. limit any liabilities in any way that is not permitted under applicable law; or
27. exclude any liabilities that may not be excluded under applicable law.
	1. The limitations and exclusions of liability set out in this Clause 12 and elsewhere in this Agreement:
28. are subject to Clause 12.1; and
29. govern all liabilities arising under this Agreement or relating to the subject matter of this
30. Agreement, including liabilities arising in contract, in tort (including negligence) and for
31. breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
	1. The Licensor shall not be liable to the Licensee in respect of any loss of profits or anticipated savings.
	2. The Licensor shall not be liable to the Licensee in respect of any loss of revenue or income.
	3. The Licensor shall not be liable to the Licensee in respect of any loss of use or production.
	4. The Licensor shall not be liable to the Licensee in respect of any loss of business, contracts, or opportunities.
	5. The Licensor shall not be liable to the Licensee in respect of any loss or corruption of any data, database, or software.
	6. The Licensor shall not be liable to the Licensee in respect of any special, indirect, or consequential loss or damage.
32. **Termination**
	1. The duration of this Agreement will be a maximum of two (2) months period. The duration may be extended if the scope of work is not complete.
	2. The Licensor may terminate this Agreement by giving to the Licensee 30 days' written notice of termination..
	3. The Licensee may terminate this Agreement by giving to the Licensor 60days' written notice of termination.
	4. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
33. the other party:
	1. is dissolved;
	2. ceases to conduct all (or substantially all) of its business;
	3. is or becomes unable to pay its debts as they fall due;
	4. is or becomes insolvent or is declared insolvent; or
	5. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
34. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
35. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this Agreement);
36. **Effects of Termination**
	1. Upon the termination of this Agreement, all the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 9.2, 9.4, 12, 14, 17 and 18.
	2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
	3. For the avoidance of doubt, the licenses of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.
	4. Within 10 Business Days following the termination of this Agreement, the Licensee shall:
37. settle all the remaining pending dues to the Licensor;
38. irrevocably delete from all computer systems in its possession or control all data from their Workspace,

and if the Licensor so requests the Licensee shall procure that a director of the Licensee certifies to the Licensor, in a written document signed by that person and provided to the Licensor within 5 Business Days following the receipt of the Licensor's request, that the Licensee has fully complied with the requirements of this Clause 14.4.

1. **Confidentiality**
	1. Connection with this Agreement, the Licensor may disclose or make available Confidential Information to the Licensee. Subject to Section 15.2 below, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that Licensor considers confidential or proprietary, including information consisting of or relating to the Licensor’s technology, trade secrets, know-how, business operations, plans, strategies, customers, prospective customers, pricing, and information with respect to which the Licensor has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing, the terms of this Agreement are the Confidential Information of both parties.

* 1. Confidential Information does not include information that Licensee can demonstrate by written or other documentary records: (a) was rightfully known to Licensee without restriction on use or disclosure prior to such information’s being disclosed or made available to the Licensee in connection with this Agreement; (b) was or becomes generally known by the public other than by the Licensee’s or any of its representatives’ noncompliance with this Agreement; (c) was or is received by the Licensee on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Licensee without reference to or use of any Confidential Information.
	2. As a condition to being provided with any disclosure of or access to Confidential Information, the Licensee shall, during the Term and for a period of five (5) years after the termination or expiration of this Agreement:
1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
2. except as may be permitted by and subject to its compliance with the rest of this Section 15, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Licensee’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Licensee’s obligations under this Section 9.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.3;
3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and
4. ensure its representatives’ compliance with, and be responsible and liable for any of its representatives’ non-compliance with, the terms of this Section 15.
	1. Licensee shall be responsible for any breach of or non-compliance with this Section 15 by any of its representatives.

* 1. If Licensee or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Licensee shall: (a) promptly, and prior to such disclosure, notify Licensor in writing of such requirement so that Licensor can seek a protective order or other remedy, or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Licensee, at the Licensee’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Licensee waives compliance or, after providing the notice and assistance required under this Section 15.4, Licensee remains required by law to disclose any Confidential Information, Licensee shall disclose only that portion of the Confidential Information that Licensee is legally required to disclose and, upon the Licensor’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
1. **Notices**
	1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 16.2):
2. delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
3. sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting, providing that, if the stated time of deemed receipt is not within Business Hours, then the time

of deemed receipt shall be when Business Hours next begin after the stated time.

* 1. The parties' contact details for notices under this Clause 16 are as follows:
1. in the case of notices sent by the Licensee to the Licensor, Saphyte by Loyica Technology, Office 43-45 Hexub Business Center, 18th Floor One by Omniyat, Business Bay, Dubai, United Arab Emirates and
2. in the case of notices sent by the Licensor to the Licensee, <Licensee Name, Licensee Business Address>
	1. The addressee and contact details set out in Clause 16.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 16.
3. **General**
	1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
	2. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
	3. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments, when and to the extent such failure or delay is caused by any circumstances beyond the Party’s reasonable control (a “Force Majeure Event”), including acts of God, flood, fire, earthquake, or explosion, war, terrorism, invasion, riot, or other civil unrest, pandemic, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages, or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export, or import or travel restriction, quota or other restriction or prohibition, or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of sixty (60) days or more. In the event of any failure or delay caused by a Force Majeure Event, a Party shall provide the other Party with prompt notice, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event
	4. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
	5. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
	6. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party.
	7. Subject to Clause 12.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements, and understandings between the parties in respect of that subject matter.
	8. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, provided, however, that Licensor may, without requiring Licensee’s consent, include Licensee’s name and/or other brand identifiers and indicia in its lists of Licensor’s current or former customers of Licensor in promotional and marketing materials, and Licensee may use Licensor’s intellectual property as expressly set forth herein.
	9. This Agreement shall be governed by and construed in accordance with the UAE law.
	10. The courts of UAE shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
4. **Interpretation**
	1. In this Agreement, a reference to a statute or statutory provision includes a reference to:
5. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
6. any subordinate legislation made under that statute or statutory provision.
	1. The Clause headings do not affect the interpretation of this Agreement. 17.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

**EXECUTION**

The parties have indicated their acceptance of this Agreement by executing it below and stamping this document.

|  |  |
| --- | --- |
| Duly authorized for and on behalf of the Licensor: | Duly authorized for and on behalf of the Licensor: |
| **<SALES MANAGER NAME>**<Designation>Date: July 6, 2021 | <**LICENSEE NAME**><Designation>Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**SCHEDULE 1 – STATEMENT OF WORK**

Scope of Work

**Client Details**

|  |
| --- |
| Organization Details |
| Company Name: | Company XYZ |
| Company Address: | Company XYZ, UAE |
|  |  |
| Contact Person 1 | Contact Person 2 |
| Contact Person: | John Smith | Contact Person: | John Smith |
| Contact Person Role: | Chief Executive Officer | Contact Person Role: | Chief Executive Officer |
| Email Address: | john@smith.com | Email Address: | john@smith.com |
| Contact Number: | 123456789 | Contact Number: | 123456789 |

**Project Information**

| SR | Deliverable | Category | Description | Timeline |
| --- | --- | --- | --- | --- |
| 1 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 2 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 3 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 4 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 5 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 6 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 7 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 8 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 9 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 10 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 11 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 12 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 13 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
| 14 | Sample 1 | Deals Management | This is a sample description. This is a sample text. | 3 days |
| 15 | Sample 1 | Data Migration | This is a sample description. This is a sample text. | 3 days |
|  |  |  |  |  |

**Investment**

| SR | Description | Cost | Terms |
| --- | --- | --- | --- |
| 1 | Sample 1 | USD 1,000 | Term 1 |
| 2 | Sample 2 | USD 5,000 | Term 2 |
| 3 | Sample 3 | USD 4,000 | Term 3 |
| Total Cost | **USD 10,000** |  |

**Business Terms and Conditions**

| Milestones |
| --- |
| Milestone | Deliverables | Due Date |
| Milestone 1 | Data Migration | May 31, 2021 |
| Milestone 1 | Data Migration | May 31, 2021 |
| Milestone 1 | Data Migration | May 31, 2021 |

| Payment Terms |
| --- |
| * Terms 1
* Terms 2
* Terms 3
 |

**Acceptance**

You agree to the terms of this Scope of Work and signed on the dates written below.

|  |  |
| --- | --- |
| For and on behalf of “Saphyte” | For and on behalf of “Client Name” |
|  |  |
| **<SAPHYTE SIGNATORY>** | **<CLIENT SIGNATORY>** |
| <Designation> | <Designation> |
| 06 July 2021 | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Please return the copy of this document with a signature and company stamp.* |

**SCHEDULE 2 – SOFTWARE LICENSE PARTICULARS**

1. **Introduction**
	1. This Schedule 2 sets out the service levels applicable to the Support Services.
2. **Customer Support**
	1. The Licensor shall make available to the Licensee a helpdesk in accordance with the provisions of this Schedule 2.
	2. The Licensee may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Licensee must not use the helpdesk for any other purpose.
	3. The Licensor shall ensure that the helpdesk is accessible by telephone, email, and using the Licensor's web-based ticketing system.
	4. The Licensor shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. In addition, the Licensor shall provide a special telephone number for the Licensee to report critical issues outside of Business Hours.
	5. The Licensee shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.
3. **Response and Resolution**
	1. Issues raised through the Support Services shall be categorized as follows:
4. **Critical**: the Software is inoperable or a core function of the Software is unavailable;
5. **Serious**: a core function of the Software is significantly impaired;
6. **Significant**: a core function of the Software is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Software is significantly impaired; and
7. **Minor**: any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the Software.
	1. The Licensor shall determine, acting reasonably, into which severity category an issue falls.
	2. The Licensor shall use all reasonable endeavors to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:
8. **Critical**: 1 Business Hour;
9. **Serious**: 4 Business Hours;
10. **Significant**: 1 Business Day;
11. **Minor**: 5 Business Days; and
	1. The Licensor shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.
	2. The Licensor shall use all reasonable endeavors to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:
12. **Critical**: 1 Business Hour;
13. **Serious**: 4 Business Hours;
14. **Significant**: 1 Business Day;
15. **Minor**: 10 Business Days; and
16. **Provision of Support Services**
	1. The Support Services shall be provided either remotely or physically, save to the extent that the parties agree otherwise in writing.
	2. The Licensor shall provide a support and training plan proposal to the Licensee, save to the extent that the parties agree otherwise in writing to proceed with the written support and training plan.
17. **Limitations on Support Services**
	1. The Licensor shall have no obligation to provide Support Services in respect of any issue caused by:
18. the improper use of the Software by the Licensee; or
19. any alteration to the Software made without the prior consent of the Licensor ; or
20. any support services requested by the Licensee outside the scope of the provisions of this Schedule 2 (Software License Particulars).