

Microsoft Services Agreement (for Support and Advisory Services)

This Microsoft Services Agreement is entered into between the following Parties as of the Effective Date identified below (the "**Agreement**"). This Agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference. Each Party will notify the other in writing if any of the information in the following table changes.

Customer		
Name of Customer HM Treasury		Contact Name (This person receives notices under this agreement pursuant to section 8 (Notices). [REDACTED])
Street Address 1 Horse Guards Road		Contact Email Address [REDACTED]
City London	State/Province	Phone [REDACTED]
Country United Kingdom	Postal Code SW1A 2HQ	Fax
Microsoft		
Notices to Microsoft should be sent to (Microsoft affiliate to complete): Microsoft Limited Microsoft Campus Thames Valley Park Reading RG6 1WG		Copies should be sent to: Microsoft Limited Law and Corporate Affairs Microsoft Campus Thames Valley Park Reading RG6 1WG

This Agreement contains terms of the relationship between you and us. By signing below, each Party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by these terms.

Customer	Microsoft Affiliate
Name of Customer (please print) HM Treasury	Name Microsoft Limited
Signature [REDACTED]	Signature [REDACTED]
Name of person signing (please print) [REDACTED]	Name of person signing (please print) [REDACTED]
Title of person signing (please print) CIO	Title of person signing (please print) ACCOUNT EXECUTIVE SERVICES
Signature date 23/11/15	Effective Date (date Microsoft countersigns) 1.12.15

In this agreement, a "Party" or "Parties" means you and/or us as the context requires. "You" means the entity that has entered into this agreement. "We," "Us," or "Our" means, Microsoft Corporation and its affiliates. "Affiliate" means, any legal entity that we own, which owns Us, or which is under common ownership with Us. Ownership means more than 50% ownership. "Fixes" means any Product related bug fixes, workarounds, patches, beta fixes or beta builds other than Sample Code or Materials. "Product(s)" means any computer code or materials comprising commercial, free, pre-release or beta products we make available to You for license which are published by Us or Our affiliates. "Service Deliverables" means any computer code or materials, except Fixes or Products, we leave to You at the conclusion of Our performance of the services.

1. Services and Fees.

We agree to provide Product support or advisory services described below (referred to collectively and individually herein, as the context requires, as "Services"). Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information You provide.

Services.

One off Incident Support Call for Support and Advisory Services

Fees.

The items listed in the table below represent the services that you have pre-purchased for use during the term of this Agreement, and applicable fees are shown in the table below. Premier support is a non-refundable, prepaid service. We must receive your purchase order or payment before we commence or continue, as applicable, provision of Premier support services. If you issue a purchase order, we will invoice you, and you agree to pay us within 30 calendar days of the date of our invoice. We reserve the right to adjust our fees prior to entering into any changes to the Premier support services ordered herein.

Services Summary	Price (GBP)
One off Onsite Incident Support for [REDACTED] - [REDACTED] Hours of Support and Advisory Services	£5,795
Total Payable	£5,795

2. Supportability.

There may be cases where your implementation of Our Products cannot be effectively supported, we will notify You if we reach that conclusion. If You do not modify the implementation to make it effectively supportable within 30 days after the notice, we will not be obligated to provide additional support Services for that implementation, however we will continue to provide support for your other supportable implementations covered by this agreement.

3. Ownership.

Pre-Existing Work. All rights in any computer code or materials developed by or for Us or You independently of this agreement ("Pre-existing Work") shall remain the sole property of the Party providing the pre-existing work. We hereby grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify Our Pre-existing Work for your internal business operations. You hereby grant Us a non-exclusive license to use, reproduce and modify any pre-existing work of yours during and solely for the performance of this agreement without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of this Agreement and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.

Materials. All rights in any written materials developed by Us and provided to You ("Materials") shall be owned by Us. Upon payment in full, we will grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials for any purpose, without any obligation of accounting or payment of royalties, provided that You agree to limit your use, reproduction and modification of Materials for your internal business operations and not for resale or distribution.

Sample Code. Sample Code is computer code that We provide to You for the purpose of illustration only and is not intended to be used in a production environment ("Sample Code"). We grant You a nonexclusive, royalty-free right to use and modify Sample Code provided to You and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market your software product; (ii) to include a valid copyright notice on your software product; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your software product.

Fixes. Except as otherwise provided herein, your right to use Fixes is governed by the license agreement for the affected Product or, if the fix is not provided for a specific Product, any other use terms We provide. All Fixes provided are licensed to You.

Restrictions on Use and Reservation of Rights. You may not: (i) rent, lease, lend or host Service Deliverables or Fixes, except as otherwise provided herein; (ii) reverse engineer, de-compile or disassemble Fixes or Service Deliverables, except to the extent expressly permitted by applicable law despite this limitation; or (iii) transfer licenses to, or sublicense Fixes or Service Deliverables, except as specifically authorized herein. All rights not expressly granted in this Section 3 are reserved. Additionally, notwithstanding anything to the contrary in this agreement, You may not give Us access to or otherwise incorporate, contribute or combine Our pre-existing work, Fixes, Materials or Sample Code with any software or other materials that requires as a condition of use, modification, and/or distribution that Our pre-existing work, Fixes, Materials or Sample Code (either in whole or in part) be generally (i) disclosed or distributed in source code or object code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable. This restriction also applies to anyone who obtains Fixes, Materials or Sample Code from You.

4. Confidentiality. The terms and conditions of this agreement are confidential, and any and all information identified by either Party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed to any third person without the express consent of the other Party except under the terms of this Agreement for five (5) years following the date of its disclosure. These confidentiality obligations shall not apply to any information which is, or becomes, available to the general public other than through a breach by the receiving Party, or is developed through the independent efforts of the receiving Party. Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such Party shall maintain the confidentiality of the Confidential Information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information. However, nothing in this paragraph shall be deemed to grant to either Party a license in the other Party's copyrights or patents. Either Party may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the Party receiving feedback is not required to hold it in confidence. The Party receiving feedback will not disclose the source of feedback without the providing Party's consent. Feedback may be used for any purpose without obligation of any kind. We may use any technical information We derive from providing Services related to Our Products for problem resolution, troubleshooting, product functionality enhancements and Fixes, for Our knowledge base. We agree not to identify You or disclose any of Your Confidential Information in any item in the knowledge base.

5. Warranties, Disclaimer. We warrant that all Services will be performed in a good workman like manner. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION.

6. Limitations of liability, Exclusions. There may be situations in which You have a right to claim damages or payment. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, Our total liability (and that of Our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount You have paid under this Agreement for the Services giving rise to the claims. In the case of Services provided free of charge, Microsoft's liability is limited to U.S. \$5,000 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION,

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. The limitations and exclusions of liability for damages in this section 6 apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. The limitations and exclusions of liability for damages in this section 6 do not apply to a Party's violations of section 4 (Confidentiality) or a Party's violation of the other Party's intellectual property rights or liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation. Any action arising under this Agreement must be brought within two years from the date that the cause of action accrues.

7. Term and termination. This Agreement will remain in effect for a period of six (6) months from the effective date or upon completion of Services, whichever is later. Either Party may terminate this Agreement if the other Party is (i) in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for Services performed and expenses incurred prior to termination.

8. Miscellaneous. This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. All notices, authorizations, and requests given or made in connection with this Agreement must be sent by post, express courier, or facsimile to the addresses indicated on the cover page of this Agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile confirmation of delivery. You may not assign this Agreement without Our written consent, which consent will not be unreasonably withheld. This Agreement will be governed by the laws of the jurisdiction where the Microsoft Affiliate delivering the Services is organized. When bringing an action to enforce this Agreement, the parties agree to the following jurisdictions: (i) If Microsoft brings the action, the jurisdiction will be where Customer's contracting Affiliate has its headquarters; (ii) If Customer brings the action to enforce a Statement of the Services, the jurisdiction will be where the Microsoft Affiliate delivering the services has its headquarters. Notwithstanding, this does not prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The sections regarding restrictions on use, fees, confidentiality, ownership and license, no other warranties, limitations of liability, term and termination, notices, and miscellaneous of this Agreement, will survive any termination or expiration of this Agreement. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the Parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible. No waiver of any breach of this Agreement or will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party. You agree to comply with all applicable international and national laws that apply to the Products, Fixes and Service Deliverables, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft Products, see <http://microsoft.com/exporting>. Apart from the payment of any amounts due, neither Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.