

Department for Environment, Food and Rural Affairs

U2 Support & Transaction Agreement

APT

U2uk



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Document Revision

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Version	v1.0
Author	
QA:	

Rev	Date	Revision Description
1.0	17/08/2023	New revision in its entirety

Contract reference number:	DEFRA Reinstatement 001
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Parties

Distributor	ClearCourse Membership Services Limited 107 Cheapside London EC2V 6DN
Customer	Department for Environment, Food and Rural Affairs Nobel House 17 Smith Square London SW1P 3JR
Customer Type	ISV User
Contract Period	21/08/2023 & ongoing whilst maintenance is active

Outline of Agreement

The Distributor is contracted by Rocket Software to provide support and maintenance for the following U2 products as shown on the current Rocket website available on the following URL:

<http://www.rocketsoftware.com/solutions>

In accordance with the Rocket Partner Handbook available at:

https://www.rocketsoftware.com/sites/default/files/se_files/rocket_mv_handbook_for_isvs%20August%202019_final.pdf or any later revision as published by Rocket Software.

Terms

In this Agreement, (including the Annexes hereto) and unless the context otherwise requires, the following words and expressions shall have the following meanings:

The Distributor Services

The Software Support Services and Maintenance Services to be performed by the Distributor.

Business Day

A day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London.

Business Hours

9.00am to 5.30pm on Business Days.

Service Desk Ticket

Defines the registration of an issue with the Distributor having a unique identifying number to allow the traceability of the issue from inception to conclusion.

Maintenance

Describes the service provided by the Distributor in relation to support of the products and the facility to permit free upgrades of the products on request.

Maintenance Fee

Shall mean the amount paid to renew the annual support and maintenance contract between the Distributor and the Customer for a specified product.

Response

"Response" is defined as an initial determination of the reported Support Request by the Distributor and applies during Business Hours and is defined by the issuance of a Service Desk Ticket number.

Support Request

A "Support Request" is defined as a request for assistance from the Customer following the notification of any event that results in a loss (or reduction) or potential loss (or reduction) of availability or performance to any or all aspects of the Software.

Licence Renewal Mechanism

The Distributor will reconcile with the Customer and Rocket U2 the serial numbers and volume of licences the Customer holds for the product set and maintain appropriate records to allow any services agreed with the Customer to be delivered.

The renewal administration process will be as follows:

- Between 60 and 90 days prior to the renewal date of the appropriate product, the Distributor will issue a notification letter informing the Customer of the licences due for renewal and the price pertaining to these for continued maintenance.
- Providing cancellation of the maintenance has not been received in the intervening period the Distributor will automatically raise an invoice at the stated price 30 days (or 1 calendar month) after the issue of the renewal letter.
- Payment of the invoice should be received under the Distributor's normal payment terms (30 days from invoice date) so that all appropriate fees are cleared PRIOR to the start of the maintenance period.

Note: Failure to pay the appropriate maintenance fee prior to the start of a new maintenance period WILL result in the cessation of the maintenance continuity in accordance with current Rocket U2 policy. Should the Customer then wish to have maintenance extended it will have to pay a reinstatement fee as stated in the current price list for the product.

Support Contact Details

Support Email: [REDACTED]

Licence Processing Email: [REDACTED]

Web: [REDACTED]

Telephone: [REDACTED]

Services to Be Provided

Support Services

The "Support Services" to be provided by the Distributor to the Customer hereunder shall include the following general categories of service, as appropriate and as required in the resolution of any Support Request.

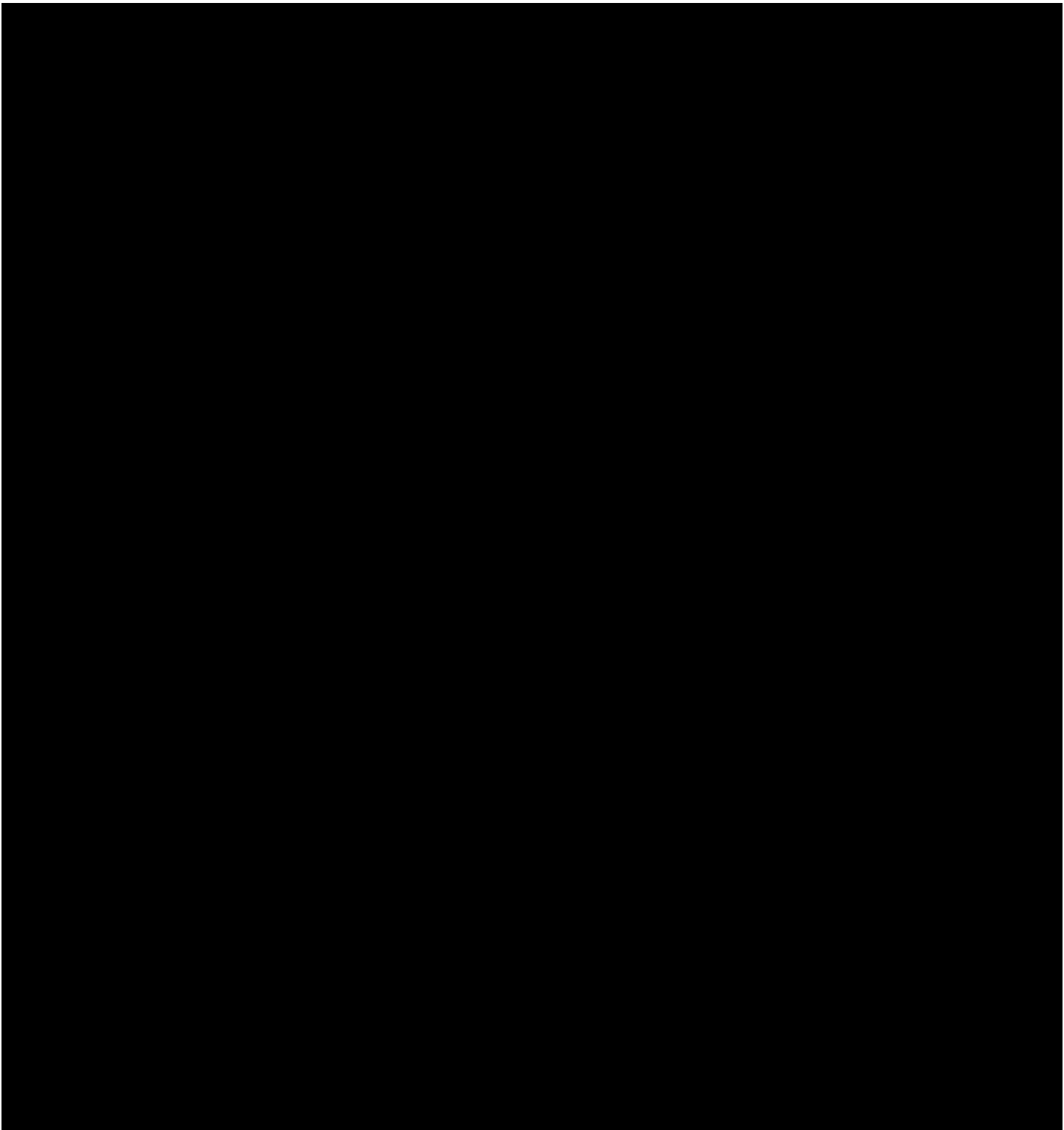
- Support Registration
- Remote Support
- Technical Support

Response

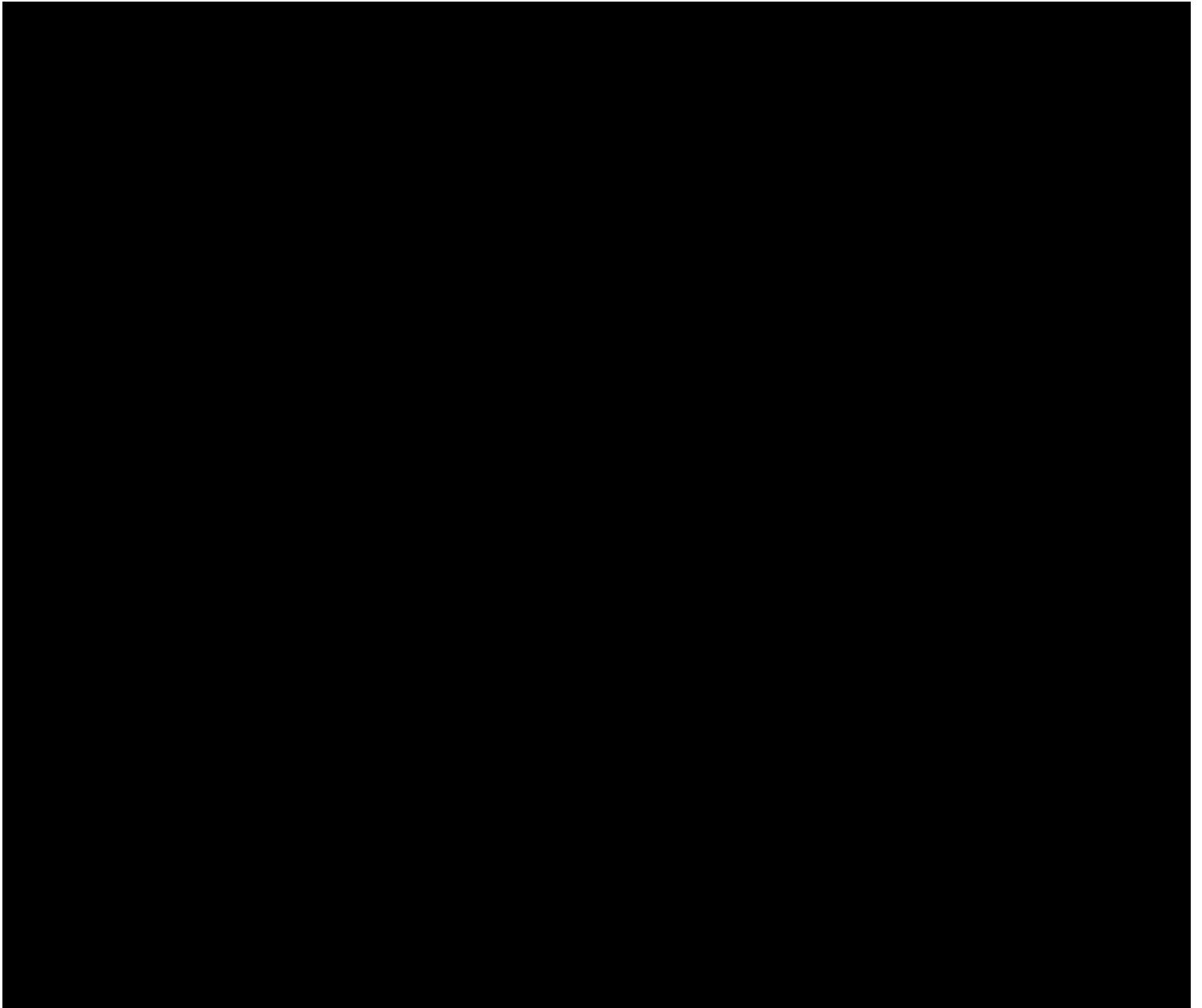
The Distributor will use all reasonable endeavours to ensure a prompt response and satisfactory conclusion to, each Support Request, within the target response and fix goals detailed below.

Escalation

Escalation of any ongoing Support Request is designed to respond to that Support Request in order to provide a solution that meets Customer needs. In all cases the Escalation Procedure, as outlined herein, shall be the procedure used and all escalations shall be notified to, and monitored by the Distributor.

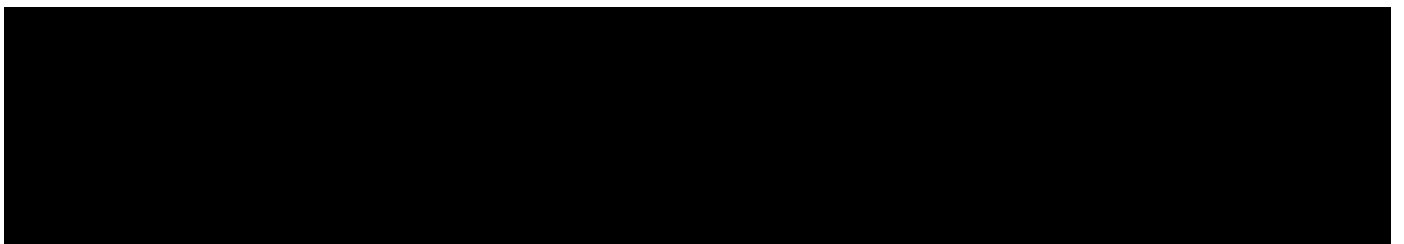


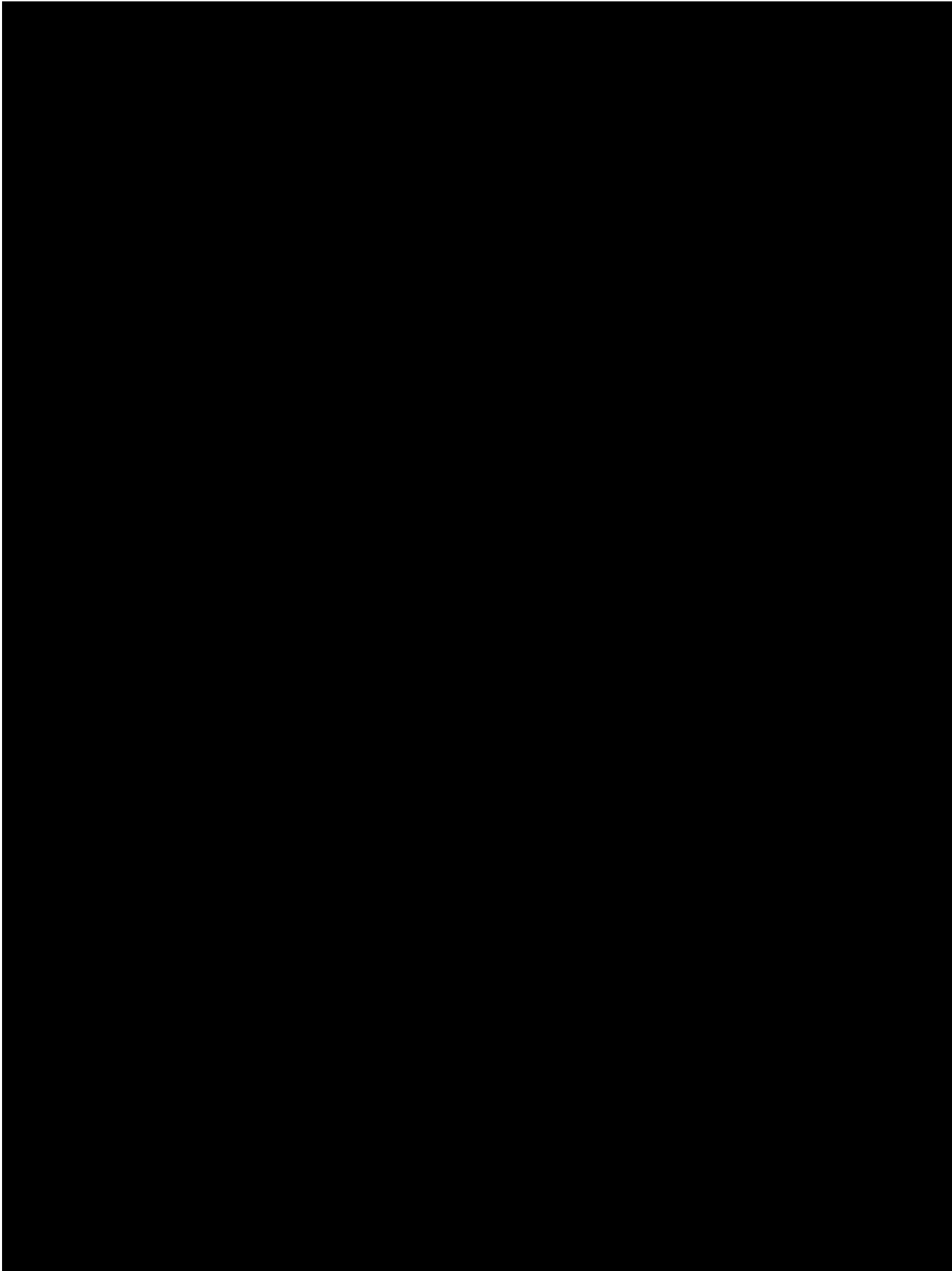
Priority Levels

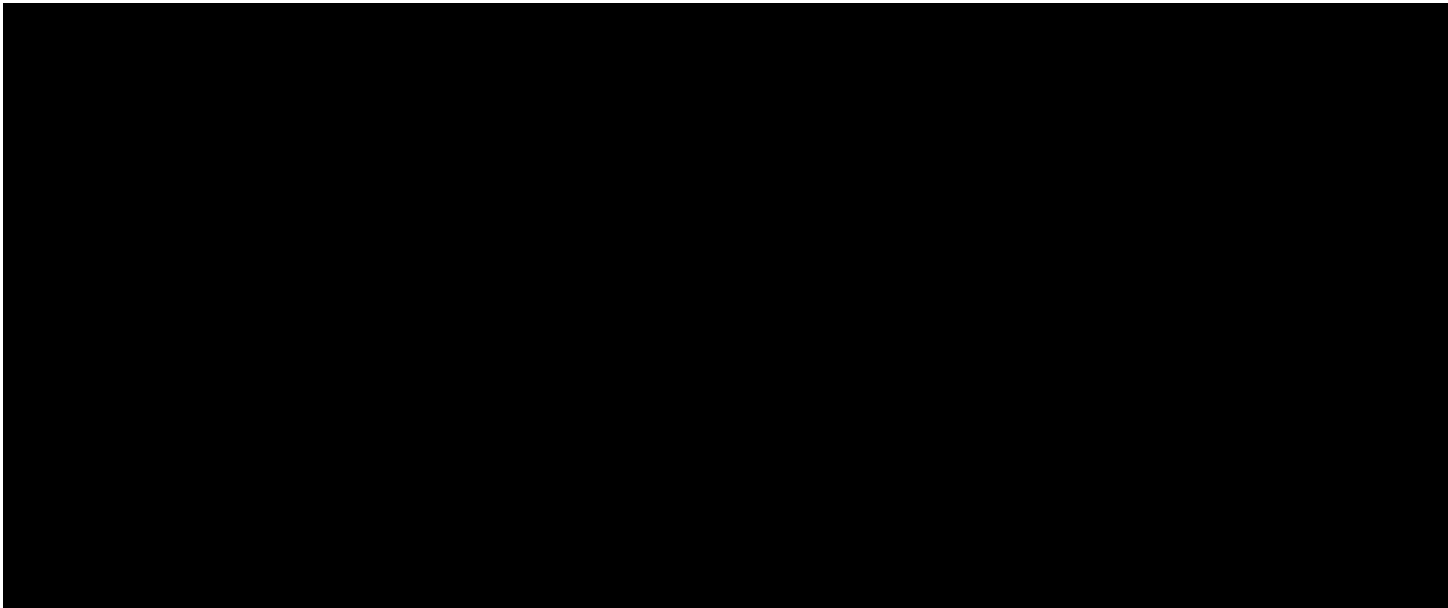


The Distributor Escalation Procedure

The Customer or the Distributor can initiate escalation of a Support Request. Escalation requests will be dealt with according to their status, as follows:-







Software Maintenance

Agreement

The Distributor agrees to provide the Customer, subject to the terms and conditions hereinafter contained, the Distributor Services in respect of the U2 Product Set.

Provision of Maintenance

The Distributor undertakes to provide a Maintenance Service to the Customer as detailed in “

Services to Be Provided". Issues shall be notified to the Distributor by the website, email, or by telephone giving full details of the problem experienced.

Commencement

The service provision comes into immediate effect for all products purchased or owned by the Customer which are covered by a maintenance agreement recognised by Rocket U2. Should Rocket U2 not recognise that a product serial number qualifies for maintenance for whatever reason then the product will not be covered under the support / maintenance agreement.

Payment and Fees

The Maintenance Fee is payable by the Customer annually in advance to the Distributor unless otherwise agreed between the two parties and is calculated as the current Sales Retail Price as published by Rocket U2 less any agreed discount structure between the Distributor and the Customer.

The Distributor may alter the Maintenance Fee when notified of an increase by Rocket U2 once annually giving no less than 30 days' notice to the Customer, and any such increased charges shall become payable on and from the next anniversary of maintenance period for the appropriate product.

Charges for any other services provided under this Agreement shall be invoiced as agreed separately to this agreement and will be subject to normal payment terms of 30 days from invoice date.

The Distributor Services

The Distributor Services shall be carried out by the Distributor's representatives during Business Hours.

The Distributor will use its best endeavours to address notified problems in accordance with the Maintenance Service detailed above.

Liabilities

Neither party shall be liable for any failure or delay in performing its obligations due to any cause beyond its control, including without limitation, act of public enemy, war rebellion, sabotage, energy shortage or act of God.

Consequential Loss

In no event shall either party be liable for lost business profits, consequential or indirect damages suffered by the other. In no event shall the Distributor's liability, in any calendar year in respect of losses suffered by the Customer, exceed [REDACTED] in respect of any one event or series of related events, save that no limit shall apply in respect of personal injury or death or property damage or fraudulent misrepresentation. In no event shall the Customer's liability in any calendar year in respect of losses suffered by the Distributor exceed the combined total Maintenance Fees payable by the Customer in respect of that calendar year in respect of any one event or series of related contracted events, save that no limit shall apply in respect of personal injury or death or property damage or fraudulent misrepresentation.

Termination

The Customer shall be entitled to without limitation or prejudice to any of its other rights in law at its option to terminate this Agreement at any time in the event that the Distributor:-

ceases to carry on the whole or substantially the whole of its business, or an order is made or resolution passed for a voluntary winding up of the Distributor (other than a voluntary winding up for the purposes of reconstruction, full particulars of which have, prior to the commencement of such winding up, been given to the Customer);

has an administration order made in relation to it or has a receiver or administrative receiver appointed at any of its property, undertaking or assets;

is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) as if the words "if it is proved to the satisfaction of the court" were replaced by the words "if in the reasonable opinion of the Customer";

on the occurrence under the laws of any applicable jurisdiction of anything analogous to or having a substantially similar effect to any of the events described in paragraphs (a) to (c) above.

Termination of this Contract shall be without prejudice to any other rights which either party may have under this Contract.

General

The rights and remedies of the Customer hereunder are cumulative and in addition to any rights or remedies at general law. No failure or delay in exercising any right or remedy nor partial exercise thereof shall have effect as a waiver.

The Distributor may not assign, subcontract or otherwise dispose of this Contract or its rights and obligations hereunder except with the prior written consent of the Customer which the Customer may give or withhold in its absolute discretion and which if given may be on such conditions as the Customer thinks fit.

Any notice to be given hereunder shall be in writing and shall be validly served if personally delivered or sent by first class registered post or facsimile to the addresses or facsimile numbers above. Service of such notices shall be deemed to be effective in the case of personal delivery immediately upon delivery and in the case of notice sent by post 48 hours after being placed in the post and in the case of service of notice by facsimile service shall not be effective unless an original of the facsimile is placed in the post on the same day as transmission.

The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of all the parties to this Agreement, from applying to this Agreement to the maximum extent permitted by law. No term of this Agreement is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in this Agreement.

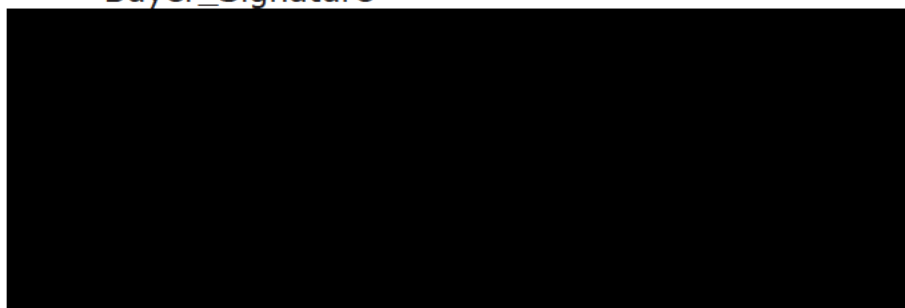
This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement to the exclusion of all other items, conditions and warranties, whatsoever. This Agreement shall not be varied save by written agreement between the parties.

This Agreement shall be read and construed and performed in accordance with the laws of England. This agreement is subject to change at the discretion of ClearCourse Membership Services Ltd.

SIGNATURE

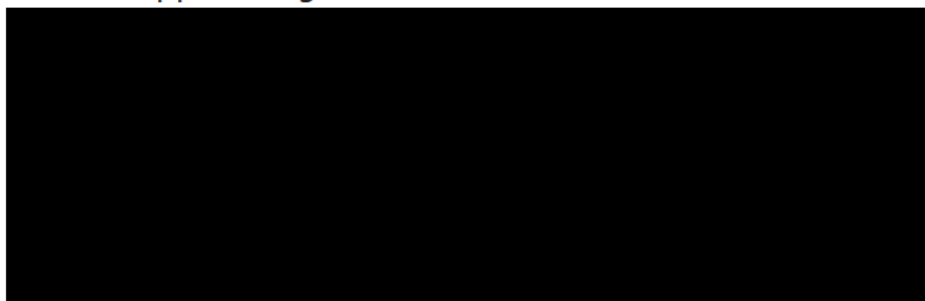
I confirm that I have read and agree to the Terms as set out in this Contract all documents referenced therein.

Buyer_Signature



Date Signed: 25.08.2023

Supplier_Signature



Date Signed: 24/08/2023