

# General Service Agreement

This General Service Agreement ("GSA") outlines and governs how Deskpro and its affiliates working as the Contractor (collectively "**Deskpro**", "**we**", "**us**", "**ours**") provide custom work or similar consultancy to you ("You", "Client") and is independent of the license agreement covered in the End User License Agreement ("EULA") or Terms of Service.

## 1. Services Provided

- 1.1. The Client hereby agrees to engage the Contractor to provide the Client with Services that are covered and scoped out in the Statement of Work (the "Statement of Work" or "SoW").
- 1.2. The Services will not cover anything outside of the scope provided in the Statement of Work, and if any other tasks or extended support time is required, then this will need to be agreed upon by both parties in a separate Statement of Work Agreement or Addendum.
- 1.3. The Contractor hereby agrees to provide such Services to the Client.

## 2. Term of Agreement

- 2.1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 2.2. Some elements, such as Intellectual Property (see section 8), will exist beyond the term of this Agreement, outlined within this General Services Agreement or other terms agreed to that make up the Master Service Agreement.

## 3. Performance

- 3.1. The Parties agree to do everything reasonable to ensure that the terms of this Agreement take effect and are upheld.

## 4. Current

- 4.1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States Dollars (USD), unless otherwise stated.

## 5. Payment

- 5.1. The Contractor will charge the Client for Services completed (the "Payment"), which can be found in the Statement of Work Agreement.
- 5.2. The Services provided by the Contractor to the Client will not become available until the full payment has been made, unless there has been a separate Payment structure agreed upon and signed in the Statement of Work.
- 5.3. Payment for Services completed by the Contractor for the Client is independent of the EULA and Terms of Service.
- 5.4. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
- 5.5. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
- 5.6. The Payment as stated in the Statement of Work does not include Value Added Tax (VAT) or relevant sales taxes. Any VAT or relevant sales taxes required will be charged to the Client in addition to the Payment.
- 5.7. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
- 5.8. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax, and any other form of taxation or social security costs.
- 5.9. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement unless agreed.

## **6. Penalties for Late Payment**

- 6.1. Any late payments will trigger a fee of 5.00% per month on the amount still owing and will delay the release of Services to the Client.

## **7. Confidentiality**

- 7.1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 7.2. The Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 7.3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
- 7.4. Client may be required to sign a Non-Disclosure Agreement with the Contractor, that will continue to be in effect for the duration of the contract, and for any period of time after as stated in the Non-Disclosure Agreement.

## **8. Ownership of Intellectual Property**

- 8.1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 8.2. Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain exclusively with the Contractor.

## 9. Return of Property

- 9.1. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## 10. Capacity/Independent Contractor

- 10.1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## 11. Right of Substitution

- 11.1. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 11.2. In the event that the Contractor hires a sub-contractor:
  - 11.2.1. The Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - 11.2.2. for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

## 12. Autonomy

- 12.1. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## 13. Equipment

**13.1.** Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## 14. No Exclusivity

**14.1.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## 15. Notice

**15.1.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

**a)** Client Address

**b)** Deskpro Ltd, 79 Hartfield Road, Wimbledon, SW19 3ES, UK

or to such other addresses as either Party may from time to time notify the other.

## 16. Indemnification

**16.1.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount

whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **17. Modification of Agreement**

**17.1.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

## **18. Time of Essence**

**18.1.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **19. Assignment**

**19.1.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **20. Entire Agreement**

**20.1.** It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

## **21. Enurement**

**21.1.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

## **22. Titles/Headings**

**22.1.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **23. Gender**

**23.1.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **24. Governing Law**

**24.1.** This Agreement will be governed by and construed in accordance with the laws of England and Wales.

## **25. Severability**

**25.1.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **26. Waiver**

**26.1.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.