ECHO-9 SHARED SERVICES LTD

STANDARD TERMS AND CONDITIONS FOR SERVICES

Master Managed Services Agreement v1.2 | GLPI Subscriptions, Implementations, Customisations & Support

1. DEFINITIONS AND INTERPRETATION

1.1 In these Standard Terms and Conditions, the following definitions apply:

- **Ad-Hoc Support:** On-demand, prepaid technical assistance, consultancy, or troubleshooting provided outside the scope of a recurring Support Contract.
- **Agreement:** The contractual agreement between Echo-9 and the Client, comprising these Standard Terms and Conditions together with any applicable Statement of Work (SOW), Proposal, Order Form, Service Level Agreement (SLA), or Data Processing Addendum (DPA).
- **Bespoke Customisation:** Custom software development, plugin development, API integrations, scripting, workflow configuration, and UI modifications undertaken specifically for the Client.
- **Business Day:** Any day other than a Saturday, Sunday, or public holiday in Scotland, when clearing banks in Edinburgh and London are open for business.
- **Client / Customer:** The organisation, firm, or individual purchasing Services from Echo-9 as identified in the applicable SOW or Order Form.
- Echo-9 / Company: Echo-9 Shared Services Ltd, a company incorporated and registered in Scotland with company number SC853280, having its registered office at 52-54 Mailbox 001, East Dock Street, Dundee, Scotland, DD1 3JX.
- **GLPI Subscriptions:** Software-as-a-Service (SaaS) subscriptions, software licensing, Network access, and official cloud hosting access relating to the GLPI platform (Gestionnaire Libre de Parc Informatique).
- **Implementation Services:** Professional IT service management deployment, technical setup, platform configuration, system integration, user acceptance testing, and data migration services provided by Echo-9.
- **Intellectual Property Rights (IPR):** Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill, database rights, rights to use and protect confidential information (including know-how), and all other intellectual property rights, whether registered or unregistered.
- **Services:** The managed IT service provider (MSP) services, GLPI solutions, Implementation Services, Support Contracts, Bespoke Customisation, and Ad-Hoc Support supplied by Echo-9 to the Client as described in an agreed SOW.
- **Statement of Work (SOW):** The document, proposal, order form, or formal scope signed or accepted by both parties specifying the agreed deliverables, milestones, fee schedules, and technical requirements.
- **Support Contracts:** Managed IT service maintenance, technical helpdesk support, system updates, and operational assistance provided on a recurring subscription basis under an agreed SLA.

1.2 In this Agreement, unless the context otherwise requires:

- Clause, schedule, and paragraph headings shall not affect the interpretation of this Agreement.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Words in the singular shall include the plural and vice versa; a reference to one gender shall include a reference to the other genders.
- Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to writing or written includes email but excludes fax and instant messaging communications.

2. BASIS OF CONTRACT

2.1 Order Formalisation: These Terms and Conditions apply to all contracts entered into by Echo-9 for the supply of Services to commercial clients (B2B transactions). An order or proposal is formally accepted, and a binding contract created, upon the earliest occurrence of:

- Execution of a Statement of Work (SOW) or Order Form by authorised representatives of both parties;
- Written acceptance (including email confirmation) by the Client of an official quote or proposal issued by Echo-9; or
- Issuance of a Purchase Order by the Client matching an active proposal from Echo-9.

2.2 Order of Precedence: In the event of any conflict or inconsistency between the documents forming the Agreement, the following order of precedence shall apply: (1) The agreed Statement of Work (SOW) or Order Form; (2) The Service Level Agreement (SLA) or Data Processing Addendum (DPA) (if applicable); (3) These Standard Terms and Conditions.

2.3 Exclusion of Client Terms: These Standard Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing. Any standard purchasing terms supplied with a Client Purchase Order shall be null and void.

3. SERVICES AND SCOPE

3.1 Echo-9 provides managed IT service provider (MSP) services specialising in the GLPI open-source IT Service Management (ITSM) and IT Asset Management (ITAM) platforms. The specific scope, technical requirements, and service levels applicable to the Client shall be set out in the relevant SOW.

3.2 Service Categories:

- **GLPI Subscriptions:** Echo-9 facilitates official GLPI Network subscriptions, SaaS cloud instances, and module access. The Client acknowledges that cloud infrastructure and core proprietary extensions are subject to the vendor's underlying service availability and terms.
- **Implementation & Onboarding:** Echo-9 will execute system installation, initial workflow configuration, entity structuring, directory integrations (e.g., LDAP/Active Directory/SSO), and legacy data migration as defined within the SOW milestone plan.
- **Bespoke Customisation & Integrations:** Any development of custom plugins, REST API connectors, automated workflows, custom themes, or specialized reporting tools will be developed pursuant to agreed functional specifications set out in the SOW.
- **Ongoing Support Contracts:** Fixed-term or rolling recurring managed support services providing maintenance, core updates, incident response, and service request handling in accordance with the SLA.
- **Ad-Hoc Support:** Non-contractual, on-demand technical assistance billed or consumed on a prepaid hour-block basis.

3.3 Change Control Process:

- If either party wishes to alter the scope of the Services (including adding deliverables, changing milestone schedules, or expanding custom development), it shall submit a written Change Request.
- Echo-9 shall evaluate the impact of the requested change on fees, delivery timelines, and technical feasibility, providing a written response to the Client.
- Echo-9 shall not be obliged to perform any work outside the original scope until both parties have formally authorised a written Change Order specifying the revised fees and timeline adjustments.

4. FEES, INVOICING, AND PAYMENT TERMS

4.1 The Client shall pay the fees for the Services as specified in the applicable SOW or in accordance with the schedule below:

Service Category	Invoicing Frequency & Timing	Payment Due Date	Access / Service Condition
GLPI Subscriptions	Monthly or Annually in advance	Monthly: Strictly within 7 days of invoice date. Annual: Prior to activation or renewal.	License key release or instance provisioning is contingent upon receipt of cleared funds.
Support Contracts	Monthly in advance	Strictly within 7 days of invoice date	Service desk access and support availability are conditional on upfront settlement.
Implementations & Customisation	Milestone basis (e.g., Deposit, Phase Sign-offs, Final Acceptance)	Net 14 days from invoice date (or as specified in SOW)	Work on subsequent phases is contingent upon full settlement of prior milestone invoices.
Ad-Hoc Support	Upfront / Prepaid hour blocks	Immediate (prior to delivery)	Support hours will not be scheduled, booked, or consumed until cleared funds are received.

For GLPI Subscriptions, the subscription key will be released to the Client only on receipt by Echo-9 of payment in full, in cleared funds, of the relevant invoice.

4.2 Taxes: All amounts stated or referred to in the Agreement are exclusive of Value Added Tax (VAT) and any other applicable commercial taxes or duties, which shall be added to Echo-9's invoices at the prevailing UK statutory rate. Where the Client is a business customer established outside the United Kingdom (including a VAT-registered business customer in the European Union) and the supply is not subject to UK VAT under the applicable place of supply rules, Echo-9's invoices shall be issued without UK VAT and the Client shall account for any VAT due in its own jurisdiction under the reverse charge mechanism. The Client shall provide its valid VAT identification number on request.

4.3 Late Payment & Interest: If the Client fails to make any payment due to Echo-9 under the Agreement by the due date for payment, Echo-9 reserves the right to charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented in Scotland), calculated daily from the due date until actual payment, at the rate of 8% per annum above the Bank of England base rate, together with statutory compensation costs.

4.4 Suspension for Non-Payment: Without limiting any other rights or remedies, if any invoice remains unpaid after the due date, Echo-9 reserves the absolute right to: (a) temporarily suspend access to all managed GLPI cloud instances, web applications, and customer portals; (b) freeze helpdesk support ticketing and SLA response obligations; and (c) cease active development or implementation work under any ongoing SOW. Echo-9 shall incur no liability to the Client for losses, downtime, or disruptions resulting from suspensions legitimately initiated due to non-payment.

5. CLIENT RESPONSIBILITIES AND PREREQUISITES

5.1 Access and Infrastructure: To enable Echo-9 to deliver the Services without delay, the Client shall provide: (a) timely, secure, and unhindered administrative access to relevant servers, cloud environments, network firewalls, Active Directory/Identity Providers, and third-party APIs as required; and (b) accurate and complete background specifications, technical topology documentation, and functional workflows.

5.2 Acceptance and Testing: The Client shall promptly review, test, and sign off on milestone deliverables submitted by Echo-9 within five (5) Business Days of delivery. Deliverables shall be deemed accepted if the Client fails to provide written detailed bug logs within this testing window or places the deliverable into a live production environment.

5.3 Single Point of Contact (SPOC): The Client shall appoint a competent, authorised single point of contact (SPOC) with the authority to sign off on deliverables, authorise Change Requests, and make operational decisions regarding the Services.

5.4 Data Backups & Safeguards: Unless the Client has expressly contracted Echo-9 under an explicit, written Managed Backup SLA, the Client retains sole responsibility for maintaining full, verified, and redundant data backups of all databases, GLPI file repositories, server configurations, and underlying system states prior to the commencement of any Implementation Services, Bespoke Customisation, or maintenance updates. Echo-9 shall not be held liable for loss or corruption of data where the Client has failed to maintain adequate verified backups.

6. INTELLECTUAL PROPERTY RIGHTS (IPR)

6.1 Pre-existing IPR: Each party retains all rights, title, and interest in and to its pre-existing Intellectual Property Rights. Nothing in this Agreement shall transfer ownership of any pre-existing background code, tools, methodologies, trade marks, or documentation from one party to the other.

6.2 GLPI Core & Open Source Licensing: The Client acknowledges that the core GLPI software platform and standard community plugins are open-source software licensed under the GNU General Public License (GNU GPL v3 or later). Nothing in this Agreement alters or restricts open-source rights granted under the GNU GPL. Echo-9 makes no claim of proprietary ownership over the core open-source GLPI source code.

6.3 Bespoke Plugins and Customisation: Subject to full and final payment of all relevant invoices under the applicable SOW, Echo-9 grants to the Client a perpetual, royalty-free, non-exclusive, non-transferable licence to use, execute, and display the custom code, bespoke plugins, scripts, and software integrations developed specifically for the Client under that SOW. Echo-9 retains proprietary ownership of all reusable core modules, frameworks, technical design patterns, libraries, and utilities utilized or developed during the provision of the Services. Echo-9 reserves the unrestricted right to re-use general technical knowledge, concepts, and standard code snippets across other client projects.

6.4 Third-Party Subscriptions: Subscriptions for proprietary third-party software, GLPI Network extensions, or cloud infrastructure are provided subject to the software licensor's standard end-user license agreements (EULAs) or service terms.

7. SERVICE LEVELS, MAINTENANCE, AND SUPPORT

7.1 Helpdesk & Operating Hours: Technical support for standard Support Contracts is provided during standard business hours (09:00 to 17:00 GMT/BST on Business Days), excluding Scottish public holidays, unless an out-of-hours SLA extension has been formally agreed in writing.

7.2 Service Level Agreements: Targeted incident response and resolution timeframes shall be defined in the applicable SLA. Echo-9 will use all reasonable commercial endeavours to meet these targets.

7.3 Exclusions: Support Contracts and SLAs do not cover operational incidents, system failures, or administrative overhead resulting from: (a) unauthorised modifications, custom code tweaks, or admin updates made to GLPI configurations by the Client or third parties without Echo-9's prior written consent; (b) misuse, administrative user error, or breach of operational guidance by the Client; (c) failures in underlying hardware, local network infrastructure, ISP connectivity, or cloud hosting outside Echo-9's direct contractual management; (d) severe cyber-security incidents, malware infections, or denial-of-service (DoS) attacks targeted at the Client's infrastructure; or (e) Force Majeure events as defined in Clause 11.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality: Each party undertakes that it shall not at any time during the Agreement, and for a period of five (5) years after termination, disclose to any person any confidential information

concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by Clause 8.2.

8.2 Permitted Disclosure: Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, or professional advisers who need to know such information for the purposes of exercising rights or carrying out obligations under the Agreement; or (b) as may be required by law, court order, or any governmental or regulatory authority.

8.3 Data Protection Compliance: Each party shall comply with all applicable requirements of Applicable Data Protection Legislation, meaning the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and, where applicable, Regulation (EU) 2016/679 (EU GDPR), together with any other data protection laws that apply to the processing of personal data under the Agreement. Where Echo-9 processes personal data on the Client's behalf (including during remote support access to the Client's systems), Echo-9 shall do so only on the Client's documented instructions and subject to appropriate technical and organisational measures, and the parties shall enter into a data processing agreement (the Data Processing Addendum (DPA) referred to in Clause 8.4) where required by Applicable Data Protection Legislation.

8.4 Data Processing Role: Where Echo-9 processes personal data on behalf of the Client in the performance of the Services, the parties acknowledge that the Client is the Data Controller and Echo-9 is the Data Processor. A separate Data Processing Addendum (DPA) shall be incorporated into the Agreement, defining the scope, technical security measures, sub-processor authorisation, and breach notification obligations (notifying the Controller within 48 hours of confirmed personal data breaches).

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1 Service Warranty: Echo-9 warrants that the Services will be performed with reasonable skill and care, in a professional and workmanlike manner, and substantially in accordance with industry best practice and the specifications set out in the relevant SOW.

9.2 Disclaimer: Except as expressly provided in these Terms, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. Echo-9 does not warrant that the software will be completely error-free or uninterrupted.

9.3 Exclusion of Indirect Losses: To the maximum extent permitted by applicable law, neither party shall be liable to the other, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: loss of profits, sales, business, or revenue; loss or corruption of data, software, or information; loss of business opportunity, contracts, or anticipated savings; loss of or damage to goodwill; or any indirect, special, or consequential loss or damage.

9.4 Financial Cap on Liability:

- **Recurring Support & Managed Services:** Echo-9's total aggregate liability to the Client arising under or in connection with ongoing Support Contracts shall be strictly limited to the total fees actually paid by the Client to Echo-9 in the twelve (12) months preceding the event giving rise to the claim.
- **Implementation Projects:** Echo-9's total aggregate liability arising out of fixed-price Implementation Services or Bespoke Customisation shall be strictly limited to the total contract value of the specific SOW under which the claim arose.
- **GLPI Subscriptions:** Echo-9's total aggregate liability to the Client arising under or in connection with any GLPI Subscription or other software subscription supplied under the Agreement, in any period of twelve (12) months, shall be strictly limited to the subscription fees paid by the Client to Echo-9 for that subscription in the twelve (12) months preceding the event giving rise to the claim.

The limits in this Clause 9.4 are in addition to the exclusions in Clause 9.3 and do not apply to any liability referred to in Clause 9.5.

9.5 Uncapped Liability: Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under Scottish or UK law.

10. SUSPENSION AND TERMINATION

10.1 Immediate Suspension: Echo-9 reserves the right to suspend provision of the Services immediately and without prior notice if: (a) the Client fails to pay any undisputed invoice within seven (7) days of a written overdue warning; or (b) Echo-9 reasonably detects an active cyber-security vulnerability, breach, or malicious activity originating from the Client's environment that threatens shared infrastructure or data integrity.

10.2 Termination for Cause: Either party may terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of the Agreement and (if remediable) fails to remedy that breach within thirty (30) days of being notified in writing; or (b) the other party becomes insolvent, enters into liquidation, administration, receivership, or makes an arrangement with its creditors.

10.3 Termination for Convenience:

- **Support Contracts:** Unless otherwise specified in the SOW, rolling monthly Support Contracts may be terminated by either party giving not less than thirty (30) days' written notice, subject to the completion of any initial Minimum Contract Term stipulated in the SOW.
- **Implementation SOWs:** Fixed-price implementation projects cannot be terminated for convenience prior to completion, except upon mutual written agreement and settlement of all committed costs.

10.4 Consequences of Termination: On termination of the Agreement for any reason, the Client shall immediately pay to Echo-9 all outstanding unpaid invoices, statutory interest, and fees for work completed up to the effective date of termination. Where the Client requests migration assistance or data export offboarding, Echo-9 shall provide technical offboarding support billed at Echo-9's standard professional services hourly consultancy rates.

11. FORCE MAJEURE

11.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances, or causes beyond its reasonable control (Force Majeure Event).

11.2 Force Majeure Events include, but are not limited to: acts of God, extreme weather, epidemic or pandemic, flood, fire, war, terror attack, industrial disputes, major failure of national telecommunication networks or backbones, nationwide power failures, cyber-warfare, or restrictive governmental legislation or orders.

11.3 If the period of delay or non-performance continues for sixty (60) consecutive days, either party may terminate the Agreement by giving fourteen (14) days' written notice to the affected party.

12. GOVERNING LAW AND JURISDICTION

12.1 Scots Law: The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Scotland.

12.2 Jurisdiction: Each party irrevocably agrees that the Scottish Courts shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement. (Where expressly agreed in a specific SOW, English law and the exclusive jurisdiction of the English courts may apply).

13. GENERAL PROVISIONS

13.1 Severability: If any provision or part-provision of the Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal,

and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted without affecting the remaining provisions.

13.2 Entire Agreement: The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them relating to its subject matter.

13.3 Notices: Any formal notice shall be in writing and delivered by hand, recorded post, or reputable commercial courier at the registered office address, or sent by email to the designated SPOC email address specified in the SOW. Email delivery is deemed effective at 09:00 AM on the next Business Day after transmission, provided no delivery failure bounce-back is received.

13.4 Amendments: No variation of the Agreement shall be effective unless it is in writing and signed by the authorised representatives of both parties.

13.5 Third-Party Rights: The parties confirm that it is not their intention to confer any rights on any third party, and the Contracts (Third Party Rights) (Scotland) Act 2017 shall not apply to this Agreement, meaning no person who is not a party to the Agreement shall have any rights to enforce any of its terms.