



This Agreement dated _____ effective as of _____ (the "Commencement Date") is made by and between:

systems@work s.r.o
Českomoravská 2420/15
190 93 Praha 9
Czech Republic

Registered at: Commercial Register, Municipal Court, Prague,
Part C, Entry 128173

VAT number: CZ27942058

(hereinafter "systems@work")

and

(hereinafter the "Service User")

for the provision of systems@work Cloud Software.

Definitions

In this Agreement, the following terms shall have the following meanings:

“Customer”	means another person, company, government body or other entity, which pays the Service User for services performed, recorded, reported on or invoiced by the Service User through systems@work Cloud Software;
“Software”	means the computer program Modules listed in Schedule 1 designated as “systems@work Cloud Software”, including new releases, updates and revisions thereof, but not including the source code of such programs;
“Software Service”	means the provision of the Software to the Service User through the internet;
“Module”	means any of the four functional components of the Software - Timesheets, Expenses/Forms, Billing, Budgeting /Planning;
“Parent Company”	means a company having control over a company for which it is the Parent Company;
“Users”	means Users who are authorised to submit, authorise or review timesheets or forms, or access other functions of the Software;
“Affiliates”	means Service User ‘subsidiaries’, being corporations over which the Service User’s Parent Company has control;
“User Manual”	means any manual or help text in printed or electronic form, designed and intended to assist Users in the use and operation of the Software.
“Timesheet”	means a Timesheet in the context of, and labelled as such, in the Software, being an electronic document in which Users record time against Projects.
“Form”	means a Form in the context of, and labelled as such, in the Software, being an electronic document in which Users record expenses and other data.
“Service User Database”	means the Microsoft SQL database in which Software configuration settings as well as data entered and submitted by Users are stored.

“User Data”	means all data, including but not limited to, Personal Data, entered using the Software by Users into the Service User Database.
“GDPR”	means the European Unions’ General Data Protection Regulation Of 27/4/2016 and any subsequent amendments passed by the European Council and Parliament
“Data Subject”	means any natural person, as opposed to legal person, whose data are stored in the Service User Database
“Personal Data”	means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

1. The Service

- 1.1. systems@work will enable access by the Service User to the Software for the duration of this contract.
- 1.2. Access to the Software will be provided through a defined URL, or an alternative URL as specified in Schedule 1.
- 1.3. Only the Service User’s Users have the right to use the Software. The Service User may not make the Software available for use by any third party, except by those Users not directly employed by the Service User who work under the direction of and on behalf of the Service User as subcontracted employees. The Service User may not use the Software to process data of or carry out functions for any other third party other than (as may be applicable) the Service User’s Parent Company or Affiliates.
- 1.4. systems@work will additionally provide consulting and training support for the configuration of the Software to suit the Service User’s needs. Terms and conditions for such consulting and training support are specified in Schedule 2.
- 1.5. systems@work will provide the service to the Service User through a third-party software hosting provider as specified in Schedule 1 together with detailed service level agreements.
- 1.6. In the event that during the term of this Agreement, systems@work’s business or any part thereof is sold to or merged with another company or entity (“New

Company”), the parties acknowledge that any such New Company is contractually obliged to fulfil the terms of this Agreement.

- 1.7. In the event that during the term of this Agreement, any of Service User’s divisions or affiliates or any location or other portion of any such division or affiliate is sold or merged with another company or entity, such sold or merged entity may continue to obtain services under this Agreement until the end of the term.

2. Fees and Payments

- 2.1. systems@work will charge the Service User monthly fees on the last working day of each month from the second month of use, based both on the number of Users who have used the Software during the month and on the number of Modules enabled in the Software as specified in Schedule 1. Depending on the Commencement Date the second month of use may comprise only part of a calendar month, and fees will then be calculated and charged pro rata.
- 2.2. The monthly fee per user is stated in Schedule 3 and is subject to reasonable annual revision, this being understood to mean that increases in fee rates will reflect the increase in costs of employment; inflation rates, other unavoidable operational costs and exchange rate fluctuations, and will be explicable on such grounds.
- 2.3. The Service User agrees to pay such fees by the due date included on the invoice. If the Service User fails to do so within fourteen days of invoice due date, systems@work shall have the right to terminate this Agreement and the service granted hereunder.
- 2.4. All fees and charges quoted in this Agreement exclude any applicable taxes, which will be chargeable at the then prevailing rate.
- 2.5. The Service User shall be responsible for the payment of any taxes imposed by any governmental taxing authority on the amounts the Service User shall pay to systems@work under this Agreement, including, but not limited to, withholding taxes of whatever nature (“Withholding Taxes”). Service User agrees promptly to pay such Withholding Taxes and obtain and deliver to systems@work proof of Service User’s payment of such Withholding Taxes together with official evidence thereof issued by the governmental authority concerned, sufficient to enable systems@work to support a claim for a tax credit in respect of any sum so withheld. If systems@work is unable to obtain such tax credit due to Service User’s failure to comply with the above provision, then the Service User shall pay to systems@work a sum equal to the amount of the tax credit that systems@work is unable to reclaim.
- 2.6. systems@work shall provide the Service User with such additional services as are requested at an hourly rate specified in Schedule 2 which is subject to reasonable annual revision, this being understood to mean that increases in fee rates will reflect the increase in costs of employment, inflation rates, other unavoidable operational costs and exchange rate fluctuations, and will be explicable on such grounds.

3. Warranties

3.1. Except for damage arising from personal injury or death caused by systems@work, systems@work's obligation to compensate any loss or damage whatsoever arising from the provision of the Software Service and/or performance of services under this Agreement shall not exceed one year's service fees paid by the Service User for access to the Software or part thereof causing such loss or damage.

4. Data Ownership

4.1. All User Data are the property of the Service User

4.2. systems@work will not publish, provide or sell User Data to any third party except as required to do so under circumstances permitted by the European Union General Data Protection Regulations

5. Intellectual Property

5.1. This Agreement does not entitle the Service User or any User to acquire the intellectual and / or industrial property rights related to the Software.

5.2. systems@work retains ownership of the intellectual property rights in and title to the Software. The Service User acknowledges that the Software contains confidential materials and agrees not to allow access to it by any third party other than contract labour employed by the Service User, without systems@work's prior written permission, unless this Agreement expressly provides otherwise.

5.3. The Service User may not reverse engineer, decompile or disassemble the Software.

5.4. The Service User may not modify, or adapt the Software without systems@work's prior written approval in each individual case.

5.5. The Service User may not bypass, delete or misuse any protection method or feature designed for preventing copying or unauthorised use of the Software.

5.6. systems@work shall defend the Service User against any action brought against the Service User and refund all Service User's reasonable expenses and damages (as the case may be) for any claim alleging that the Service User's use of the Software infringes any patent or copyright owned by any third party or constitutes a misappropriation of a trade secret (the "Claim"), provided that the Service User notifies systems@work promptly of the Claim and gives systems@work the right of sole control of the defence and/or negotiation of the settlement or compromise of the Claim.

5.7. The Service User agrees not to remove or alter any trademark, copyright, confidentiality or other proprietary right notice in the Software or User Manual or affixed to the media or packaging on or in which they are supplied.

6. Support

6.1. Subject to the conditions herein provided, systems@work shall use its reasonable efforts to rectify any Software Error of which the Service User gives systems@work

written notice and which can be recreated on the Service User's production or an equivalent database. systems@work's obligation under this section shall be considered to be fulfilled if systems@work provides the Service User with a new release, update or revision, to the applicable Software that corrects the respective Software Error or a reasonable workaround.

- 6.2. When notifying systems@work of the Software Error, the Service User shall send systems@work full written details of the problem, together with examples of input and output where appropriate and a written explanation of where the Service User thinks the Software problem lies.
- 6.3. Maintenance and support is provided as part of the monthly service fee and may be obtained by phone or email (support@systemsatwork.com) to systems@work during office hours (9:00 to 17:00 Central European Time). systems@work will rectify the errors, provide support in line with the service level parameters described in Schedule 1.
- 6.4. Software maintenance and upgrades will from time to time require a suspension of the service for a time. systems@work will advise the Service User of planned upgrades and maintenance no later than 2 days in advance. In emergency situations systems@work will make all reasonable efforts to carry out such work at a time that is convenient for the Service User, so that down time (time when the Software is unavailable) during critical periods is minimised.

7. Data Protection

- 7.1. In respect of Personal Data the Parties acknowledge that systems@work is a data processor and the Buyer is a data controller (as defined by the GDPR).
- 7.2. The Service User acknowledges that it has obtained the explicit consent of Users, or in virtue of its contractual relationship with Users is not required to obtain the explicit consent of Users, to store Personal Data in the Service User Database and that it will endeavour to meet the obligations of a data controller under the GDPR, such as the obligation to erase User data, or request systems@work to erase User data, when requested to do so by a User;
- 7.3. In respect of Personal Data processed pursuant to this Agreement, each of the parties will:
 - (a) deal with any data subject request in relation to his or her Personal Data in accordance with the GDPR and data protection legislation made pursuant thereto from time to time ("DP Legislation"); and
 - (b) use and/or hold Personal Data only for the purposes and in the manner directed by the Service User;
 - (c) comply in full with DP Legislation including relevant US and EU legislation
- 7.4. systems@work will process User Data including Personal Data only for the purposes of performing the Services and carrying out its obligations under this Agreement.
- 7.5. If systems@work becomes aware of any breach of any security measure relating to Service User's data or Personal Data, systems@work will promptly:

- (a) notify the Service User of such breach;
- (b) identify the cause of the breach;
- (c) inform the appropriate statutory authorities as required by the GDPR;
- (d) use reasonable endeavours to remedy any such breach and its consequences;
- (e) use reasonable endeavours to prevent the breach from re-occurring; and
- (f) provide a report to the Service User detailing the cause of and procedure for correcting the breach of security.

7.6 systems@work will erase all Service User Personal Data including on termination or expiry of this Agreement for whatever reason, or at any other time as required by the Service User.

7.7 systems@work will provide, on request, to the Service User an electronic copy of Service User's data including all Personal Data as requested by the Service User. Such data will be provided to Service User in Excel spreadsheets or as an MS SQL backup file, though in neither case will systems@work provide the software tools necessary for accessing data from such spreadsheets or files. systems@work reserves the right to charge fees for the time expended in meeting such requests (subject to an agreed budget) at the fee rates specified in Schedule 2.

7.8 systems@work will ensure that all providers of data processing infrastructure to which it may subcontract data storage and software service provision will meet their obligations as required by the GDPR

8. Changes to the Software

8.1. In the event that Service User requires a change to the configuration of the Software the Service User will submit a written change request to systems@work at this email address support@systemsatwork.com systems@work is not bound to carry out any such change, but will provide an estimate of the time required to make such change, delivery time and price (based on the Fee rates set out in Schedule 2).

8.2. In the event that systems@work is unwilling to carry out the change, an explanation must be provided.

9. Termination

9.1. The Service User may terminate this Agreement with immediate effect by ceasing to use the Software. Unless informed otherwise by the Service User, systems@work will regard the Software as no longer used by the Service User if no User accesses the Software during two consecutive full calendar months.

9.2. Both Parties shall have the right to terminate this Agreement:

9.3. immediately by giving written notice to the other party in the event that the other party is in breach any of the provisions of this Agreement

- (9.3.1) as of expiration of 60 days' remedy period granted in systems@work's written notice of the Service User's breach, delivered to the Service User with respect to a material breach of this Agreement by the Service User, specifying the nature of such material breach, if such breach is not remedied within such remedy period (for the avoidance of doubt, such notice is not required in the case of section (9.1) preceding);
- (9.3.2) in the event of any party ceasing to conduct business in the normal manner or any party becoming insolvent or bankrupt.
- 9.4. Upon this Agreement being terminated by the Service User or systems@work pursuant to this section 9, the Service User loses the right to use the Software.
- 9.5. systems@work shall not refund to the Service User any service fees paid under the terms of this Agreement unless expressly provided otherwise.

10. General Provisions

- 10.1. The Service User represents that it has read in detail this Agreement and the three Schedules that form part of it, understands it and has not relied on any representation made by systems@work either verbally or in writing other than as herein expressly provided. This Agreement may be modified only in writing. The provisions hereof represent the entire agreement between the Service User and systems@work with respect to the subject matter hereof and each of the signatories confirms that the attached signature is the signature of the person authorised to act for the respective party hereunder, acknowledging the party's free will to be obligated by the provisions hereof.
- 10.2. Neither party may assign its rights or obligations under this Agreement, in whole or in part, or transfer the Software without the other party's prior written consent.
- 10.3. This agreement shall be governed by and construed in accordance with the laws of the Czech Republic.
- 10.4. Any disputes arising from the creation, interpretation, performance or termination of this agreement, as well as relationships directly associated herewith (hereinafter "disputes") shall be subject to this arbitration clause. Either party may file a petition for the resolution of the dispute to the permanent arbitration court of the Economic Chamber of the Czech Republic (hereinafter "Arbitration Court"). The dispute shall be decided by a single arbitrator appointed and proceeding pursuant to the rules of the Arbitration Court and such decision shall be made on the basis of the principles of justice and shall be final and binding on the parties. Together with such dispute decision, the arbitrator shall similarly decide on the compensation by either party of the other party's costs connected with the arbitration proceedings, provided that such costs shall be compensated in proportion to the extent in which the respective party was successful in the dispute. Notwithstanding, systems@work may undertake action to protect its intellectual property rights in the courts of the competent jurisdiction.

For and on behalf of systems@work:

Date:

Signed:

Authorised Signatory

Name:

Title:

For and on behalf of Service User

Date:

Signed:

Authorised Signatory

Name:

Title:

Schedule 1

This Agreement covers the provision of the following systems@work Cloud software:

Modules

Service Access

The Software Service described in this Agreement is accessed as follows:

http://

In the event of failure at either of these two addresses, systems@work agrees to make all reasonable efforts to provide a similar service from alternative addresses.

Service Provision

The Software is provided through a hosting partner with whom systems@work has a service level agreement as follows:

- Guaranteed parameters:

- Connection speed: 100Mb
- Air conditioning provided to control temperature and humidity to appropriate levels
- Uninterruptable power from two independent sources

- Service available: 24x7

It is intended that the service should be available to the Service User 24 hours of every day of every week of the year, but systems@work reserves the right to request suspension for the purposes of software upgrade, or hardware maintenance, from time to time, and will make all reasonable efforts to ensure that such upgrades and maintenance are carried out at a time that is convenient for the Service User.

Database and Data Backups

Database backups are performed daily and are stored both on site and remotely at a location such that simultaneous loss of both on-site and remote backups is practically impossible except in the event of War or other Acts of God.

The schedule is as follows (times are based on Central European Time):

Monday to Sunday	01:00 Local SQL Backup
Monday to Sunday	01:30 Copy of Local Backup to Second File
Monday to Sunday	02:00 Copy of Second File to systems@work
Monday to Sunday	01:00 Copy of other data files (e.g. report templates, uploaded files)
Monday to Sunday	03:00 Copy of copy of other data files to second destination
Friday	15:00 Cold copy of second copy of all data files to external HDD in systems@work (HDD is then unplugged – this is done as ransomware protection)

Service Levels

systems@work will make all reasonable efforts to resolve the following situations in the 'reaction time' shown, assuming that notice is given within the support period detailed in clause 5.4 above.

Situation	Reaction time in hours (time to start solve problem + time to finish)	Explanation
Hardware crash (no data loss)	4 + 4	Move Virtual machine to another node
Hardware crash (with data loss)	4 + 12	HW repair + data recovery
Natural disaster such as flood, fire, and other acts of God. Complete hardware and data loss.	1 + 48	Hosting must be configured temporarily from systems@work's office environment using an alternative Virtual Server.
User error (data loss, or requested database rollback necessary).	1 + 4	Restore from last backup.
Total software crash (Operating System or VMWare)	4 + 12	Operating System / VMWare reinstall plus restore data from last backup.
New / change / delete Remote Desktop User	4 + 4	Following change request to support desk.
Software / Hardware Drivers / Updates / Non critical Maintenance	8 + 8	Following change request to support desk.

Schedule 2

systems@work will additionally provide consulting support for the configuration of the Software and training in the use of the Software at the following rate per hour (minimum 15 minutes):

75 EUR

10% of the fee value paid to and received by systems@work will be credited for such consulting support, configuration and training, such credits being carried forward, if unused, for a maximum of six months. Such credits will be consumed at prevailing fee rates, irrespective of the fee rate applying at the time when the credit is earned.

Invoices will be issued on the last working day of the month in the Czech Republic and will be due for payment within 30 days. All invoices will be provided only in electronic format unless specifically requested otherwise.

Schedule 3

Software Fees

Per User per calendar month:

A minimum fee based on 10 users will always be charged.

Invoices will be issued on the last working day of the month in the Czech Republic and will be due for payment within 30 days. All invoices will be provided only in electronic format unless specifically requested otherwise.