# Master Services Order Form

This Order form is part of and shall be governed by, the **Kerv Linked Master Services Agreement** and its schedules (together with this Order, known as the “**Agreement**”). A copy of the **Kerv Linked Master Services Agreement** and its schedules are available at the following: https://kerv.com/policies/kerv-collaboration-and-compliance-msa/ or a copy is available upon request.

|  |  |
| --- | --- |
| Kerv Entity | DoubleEdge Professional Services Limited a company registered in England and Wales with company number 05977863 and having its registered office at 1 Finsbury Avenue, London, EC2M 2PF.  [OR]  Kerv Communications Compliance Practice Limited a company registered in England and Wales with company number 13489823 and having its registered office at 1 Finsbury Avenue, London, EC2M 2PF. |
| Customer: | [CUSTOMER NAME] a company registered in [Customer’s Country of Registration] with company number [COMPANY\_REG\_NO] and having its registered office at [REGISTERED\_ADDRESS] |
| User: | [TO BE POPULATED AS APPROPRIATE – eg where the end user is a customer of the Customer above] |
| This Order Reference | [QUOTE\_NUMBER] |

The schedules selected below, are hereby incorporated into this Agreement for this Order:

|  |  |
| --- | --- |
| **Schedule Description** | **Selected** (Y/N) |
| **Compliance Services** | |
| Schedule A1: Compliance Cloud |  |
| Schedule A2: Mobile Voice Recording / Message Capture |  |
| Schedule A3: Mobile Network Services (SIMs) |  |

### **SERVICES [**Enter the details of what has been sold/delete Services not sold**]**

Compliance Cloud

* 1. The Initial Term applied to the Compliance Cloud Services procured in this Order shall be \_\_[ENTER TERM OF AGREEMENT]\_\_\_\_\_\_\_\_\_\_\_\_\_ commencing from the Service Commencement Date.
  2. The Customer seeks to procure the below Services in accordance with this Agreement:

|  |  |
| --- | --- |
| **Services** | |
| **Qty** | **Description of goods/Services** |
|  | Example: Where completing a Data Migration ensure you capture in here the amount of data scoped and costed to be migrated. |
|  |  |
| **Qty (days)** | **Professional Services** |
|  |  |
| **Qty (months)** | **Support Services** |
|  |  |

* 1. The above Services shall be provided in accordance with the third party [EULA](https://wfo.mt5.verintcloudservices.com/wfo/branding/default/about_user_license.htm) which the Customer hereby agrees to execute and return to Kerv alongside this Order, where such is required/requested.

Mobile Voice Recording (MVR) / Message Capture

* 1. The Initial Term applied to the MVR /Message Capture Services procured in this Order shall be [three (3) years] commencing from the Service Commencement Date; or where the Initial Term is not stated herein, such shall be as set out in the appropriate Service schedule.
  2. After the Initial Term, this Agreement will automatically renew in twelve (12) month periods; unless and until terminated in accordance with this Agreement (the “**Term**”).
  3. The Customer seeks to procure the below Services in accordance with this Agreement:

|  |  |
| --- | --- |
| **Services** | |
| Services | 1. Mobile Voice Recording 2. Mobile Voice Recording and Storage Services 3. Message Capture Services 4. Message Capture Services and Storage Services |
| Intended Storage Location | 1. *[On customer premise* 2. *Kerv cloud* 3. *AWS* 4. *Other (please describe)]* |
| Number of Users | [Insert Initial number of Users] |
| Support Services for the Initial Term | [Yes/No] |
| Storage Retention Period | [Insert Retention period– mark ‘N/A’ if not used] |

* 1. The Customer hereby agrees to fully abide by and comply with any provided EULA associated with the Services delivered.

Mobile Services

* 1. The Initial Term applied to the Mobile Services procured in this Order shall be [2] years commencing from the [Service Commencement Date] or as otherwise set out in the appropriate Service schedule.
  2. After the Initial Term, this Agreement will automatically renew in [twelve (12)] month periods; unless and until terminated in accordance with this Agreement (the “**Term”**).
  3. The Customer seeks to procure the below Services in accordance with this Agreement:

|  |  |  |
| --- | --- | --- |
| **Services** | | |
| **Qty** | | **Description of goods/Devices** |
|  | | Example: Where you have sold devices/handsets, list them here with any cables, headsets etc. |
|  | |  |
| **Qty** | | **Porting Request** |
|  | | Example: Where you have sold configuration time to work on the devices/handsets, list here here the type . |
| Connections : The Connection information is set out in the below Charges section . | | |
| Customer’s Specified Delivery address for goods: | Example: enter where the goods will be delivered to if the address is different to the Customer address (eg if delivered to end user address. | |
| MNO for the above goods/Services: | Example: enter mobile network provider | |
| Service options: the following service options shall be provided with the above Services:   * Example: International Call Barring/ Data Caps/ Spend Caps etc   Any new Connections which require the same network bars and/or configuration requirements as previously procured Connections, are set out in this Order | | |

* 1. Prior to any use of the Mobile Services the Customer hereby fully agrees to act in accordance with and fully adhere to the **Terms of Use (which** includes third party terms, EULAs and/or any terms and conditions required by the MNO.
  2. The ownership of the SIM card, mobile handset and/or MPN remains the property of Kerv, but the number can be released to the Customer upon both written request and agreement between the Parties.

### **CHARGES & PAYMENT PROFILE [**Enter the costs and delete Services not sold**]**

Payment Profile

* 1. Professional Services shall be invoiced up front before used.
  2. Hardware and/or Software shall be invoiced immediately upon the earliest of i) signature of an Order form or ii) the receipt of a purchase order.
  3. Any software assurance and support services Charges (and subsequent invoices for such) shall in no event occur later than the date the Services are ready to be used.
  4. Where appropriate to the Services being procured, in the event of any data migration, the Customer acknowledges where the expected and agreed volume of data to be migrated is exceeded, such excess data shall incur additional Charges to facilitate/continue the data migration. Any additional Charges shall be payable, prior to the excess data being migrated.

Compliance Cloud (SaaS)

* 1. The Compliance Cloud set up Charges will be invoiced in accordance with the below selected payment profile (driven by the sum of the set up Charges):

|  |  |
| --- | --- |
| **One Off (set up) Charges** | |
| **Payment Profile** | **Service Description** |
| 100% upon execution of this Order, unless otherwise agreed in a written variation agreement. | * Initial Term support services * Licence costs * Support Service Charges * Initial subscription term for the SaaS Services * Renewal Support Services and/or SaaS subscription terms are invoiced in full (in advance). |

* 1. The implementation (set up) Charges applicable to this Order, shall be as set out below and payable as per the above payment profile Charges table:

|  |  |  |
| --- | --- | --- |
| Implementation (set up) Charges | | |
| **Service Description (incl part numbers)** | **Qty** | **Implementation Charges (£)**  **for this Order** |
| Example: Router , part number XXXX | 38 | £40,000.00 |
|  |  |  |
|  |  |  |
| **TOTAL CHARGE** | |  |

* 1. The operational (recurring) Charges invoicing profile applicable to this Order, shall be as per the below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Operational (recurring) Charges | | | | |
| **Quantity** | **Service Description** | **Payment Frequency**  **(Annually/monthly in advance/arrears)** | **Unit Charge (£)** | **Operational Charges (£)**  **for this Orders Initial Term** |
| Examples:  1 or  2 etc…. | Examples: Support of Customer Equipment or Type of licence | Annually in advance  £56.00 (£336.00 per annum) | £40,000 per annum or  £3.16 per licence | £40,000.00  £2,016.00 (for Initial Term) |
|  |  |  |  |  |
|  |  |  |  |  |
|  | | | **TOTAL CHARGES** |  |

* 1. Overage charges shall be invoiced monthly in arrears from the previous month and these Charges shall incur a 25% increase.

Mobile Voice Recording (MVR) / Message Capture

* 1. The MVR /Message Capture Service set up Charges will be invoiced in accordance with the below payment profile (driven by the sum of the set up Charges):

|  |  |
| --- | --- |
| One Off (set up) Charges | |
| **Payment Profile** | 100% invoiced in arrears (no more than thirty (30) days post the Cutover) for the number of Users.  Where Services from the third party provider ‘LeapXpert’ are procured, 100% invoiced on signature of this Order form.  Additional Users may incur a set up Charge but will always attract a recurring Charge. |

* 1. The implementation (set up) Charges applicable to this Order, shall be as set out below and payable as per the above payment profile Charges table:

|  |  |  |
| --- | --- | --- |
| Implementation (set up) Charges | | |
|  | Service Payment Profile (per User) | Total Charges (£/€/$) for this Order |
| MVR Services only | **Set Up Charge**: The initial Users provisioning |  |
| **Set Up Charge:** Archive integration and/or file (data) transfer set up |  |
| **Additional Provision Charge:** For additional Users.  This Charge shall also apply to administration changes to a User | £[70.00] per additional User |
| MVR and Storage Services | **Set Up Charge**: The initial Users provisioning |  |
| **Additional Provision Charge:** For additional Users.  This Charge shall also apply to administration changes to a User | £[70.00] per additional User |
| Message Capture Services only | **Set Up Charge**: Provisioning in the Message Capture platform dependent on the third party provider, the following set up actions may occur: [**delete the ones below that are not used**]   * Telemessage: set up of the licence (per user charge) * Movius: the archive integration * LeapXpert: platform configuration |  |
| **Additional Provision Charge:** For additional Users.  This Charge shall also apply to administration changes to a User | £[70.00] per additional User |
| Message Capture and Storage Services | **Set Up Charge**: Provisioning in the Message Capture platform dependent on the third party provider, the following set up actions may occur:[ **delete the ones below that are not used**]   * Telemessage: set up of the licence (per user charge) * Movius: the archive integration * LeapXpert: platform configuration |  |
| **Set Up Charges:** Initial Cloud storage configuration (i.e. integration) |  |
| **Additional Provision Charge:** For additional Users.  This Charge shall also apply to administration changes to a User. | £[70.00] per additional User |

* 1. The operational (recurring) Charges invoicing profile applicable to this Order, shall be as per the below:

|  |  |  |  |
| --- | --- | --- | --- |
| Operational (recurring) Charges | | | |
| **Service Description** | **Payment Frequency**  **(Annually/monthly in advance/arrears)** | Unit (pupm) Charge (£) | **Operational Charges (£/€/$)**  **for this Orders Initial Term** |
| MVR | **Recurring Charges** **per** **User**: MVR Services billed [monthly/quarterly/annually] in [advance/arrears] |  |  |
| MVR and Storage Services | **Recurring Charges** **per** **User**: MVR Services billed [monthly/quarterly/annually] in [advance/arrears] |  |  |
| **Recurring Charges per User**: Storage Services  [monthly/quarterly/annually] in [advance/arrears] |  |  |
| Message Capture Services only | **Recurring Charges** **per** **User**: Message Capture Services  [monthly/quarterly/annually] in [advance/arrears] |  |  |
| Message Capture and Storage Services | **Recurring Charges** **per** **User**: Message Capture Services  [monthly/quarterly/annually] in [advance/arrears] |  |  |
| **Recurring Charges per User**: Storage Services  [monthly/quarterly/annually] in [advance/arrears] |  |  |
|  | | **TOTAL CHARGES** |  |

* 1. Overage Charges shall be invoiced monthly in arrears from the previous month and these Charges shall incur a 25% increase.

Mobile Services

* 1. The Mobile Service set up Charges will be invoiced in accordance with the below payment profile (driven by the sum of the set up Charges):

|  |  |
| --- | --- |
| One Off (set up) Charges | |
| **Payment Profile** | 100% invoiced in arrears (no more than thirty (30) days post the Cutover) for the number of Users.  Additional Users will incur a set up Charge and attract a recurring Charge. |

* 1. The following implementation (one off set up) Charges for goods/Devices shall apply to this Order:

|  |  |  |
| --- | --- | --- |
| **Quantity** | **Description** | **Charge**  **(payable on Order)** |
|  | Example: iPhone 15 with 250gb memory, Spend Limit of £X applied |  |
|  |  |  |

* 1. The operational (recurring) Charges invoicing profile applicable to this Order, shall be as per the below MNO Tariff and Rental Rates table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tariff Description | MNO | Quantity of Connections | Monthly Line Rental (£)  (per Connection per month) | Usage Allowances |
| Example: Name of Tariff eg Worldwide user | Vodafone/O2 etc | 1000 | £XX per Connection, per month | Unlimited data and text SMS |
|  |  |  |  |  |

* 1. Overage Charges shall be invoiced monthly in arrears from the previous month.
  2. Where the Customer exceed any agreed usage allowance and such are captured within a shared tariff between the Parties, the excess usage shall be Charged in accordance with (and at the cost stated) within the shared tariff. In the event no tariff has been shared, the latest published version available from the corresponding MNO shall apply.

**Mobile Rebates/ Concessions**

* 1. The following table sets out the Concessions/rebates available to the Customer. The following rebates shall only be available upon the Customer invoicing Kerv, every three (3) months (commencing from the Service Commencement Date or Renewal Date), for the agreed amounts set out below:

|  |  |
| --- | --- |
| Year of the Contract | Annual Mobile Rebate Value  (such to be paid in quarterly instalments) |
| Year 1 | Example: £500.00 |
| Year 2 |  |
| Year 3 |  |

**Mobile Hardware Fund**

* 1. The Mobile Hardware Fund shall be allocated over the Initial Term at the rate of [insert to reflect the term of the contract from Section 1 above eg 1/24th should be entered where the contract is for 2 years] per month.

|  |  |
| --- | --- |
| Year of the Contract | Mobile Hardware Fund |
| Year 1  (credited by Kerv thirty (30) days after the Service Commencement Date or upon the Renewal Date) | £ |
| Year 2  (credited the month following the anniversary of the Service Commencement Date). | £ |

**Minimum Spend**

* 1. The following shall apply, where a Minimum Spend is agreed:

|  |  |  |
| --- | --- | --- |
| MNO | Minimum Spend  (Per Month, Per Device) | Increase of Minimum Spend for each new Connection |
| Example: Voda/O2 etc | £ | £ |

Minimum Commitment

* 1. The Customer undertakes to achieve a minimum total of the Charges as set out in this Order, which shall align to the number of Users and increase accordingly with the number of Users (as appropriate over time); such shall be the “**Minimum Commitment**”.
  2. The Minimum **Commitment** for this Order is: \_\_£\_[£££££]\_\_\_\_

This Order is subject to the terms of this Agreement between the Customer and Kerv as set out in the **Kerv Linked Master Services Agreement** and its schedules.

For and on behalf of **Customer**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date:\_\_\_\_[*Date Customer’s signs the Order*]\_\_\_\_\_

# Mobile Service Annex 1: Tariff

The following tariff(s) shall apply to the Mobile Services procured under this Order:

[INSERT TARIFF IN FULL HERE – DO NOT SIMPLY EMBED THE DOCUMENT]