



TELECOM MASTER SERVICES AGREEMENT

THIS TELECOM MASTER SERVICE AGREEMENT (“**Agreement**”) is made the ____ day of _____ 2025 (the “**Effective Date**”)

BY AND BETWEEN:

- (1) The Government of Bermuda as defined below; and
- (2) The service provider under this Agreement (whose name and contact details are set out in Schedule 1 and is hereinafter referred to as the “**Supplier**” or “**you**”).

The Government and the Supplier are each individually referred to as a “**party**” and collectively as the “**parties**”

WHEREAS:

- (A) The Government has sought expressions of interest from potential service providers for the provision of Service to users under this Agreement.
- (B) Following receipt of expressions of interest, the Government invited potential service providers (including the Supplier) to tender for the provision of telecommunication services and related services.
- (C) On the basis of the Supplier’s tender, the Government selected the Supplier to enter into the Agreement to provide services to the Government, its departments or other organization’s who place orders for services in accordance with this Agreement.
- (D) This Agreement sets out the procedure for ordering and the main terms and conditions for the provision of services and the obligations of the Supplier under this Agreement.
- (E) It is acknowledged by the parties that users have no obligation to place orders with the Supplier under this Agreement or at all.



GENERAL TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Agreement the parties, intending to be legally bound, agree as follows:

That in this Agreement, capitalised terms have the respective meanings referred to in this Agreement and shall include any derivatives, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute, regulation or law means as amended from time to time and includes any successor legislation, regulations or laws. Where the context requires, the word “**Supplier**” shall include the word “**you**” and vice versa.

1. Definitions

In this Agreement unless the context otherwise requires, the expressions set forth below have the following meanings in any schedules or annexes hereto:

“**Agreement**” means this Telecom Master Service Agreement for the provision of Service made between the Government and the Supplier and consists of these General Terms and Conditions, Schedule 1, Schedule 2, Schedule 3, Schedule 4 and Schedule 5;

“**Approval**” means the prior written approval of the Government;

“**Authorised Public Officer**” means the Public Officer authorised to order a Service;

“**Best Industry Practice**” means the exercise of the commercially reasonable degree of skill, care, accuracy, quality, prudence, efficiency, foresight and adherence to timeliness as would be expected from a professional individual or leading company within the relevant industry or business sector in Bermuda or in the UK;

“**Business Days**” means Monday to Friday, excluding a public holiday recognized by the Government of Bermuda, between the hours of 9am – 5pm in Bermuda;

“**Claims**” means any written claims, actions or demands for money (including taxes or penalties) or services or for any allegation of a breach in rendering or failure to render any Service

performed or which ought to have been performed. Claims also includes patents, trade secrets, copyright, or other intellectual property right claims, claims connected to Equipment including infringement of Software, costs, penalties, fees and expenses including legal and professional fees, charges or expenses; “**Commencement Date**” means the date of the commencement of the use of the Service or a Service and the billing start date, following Acceptance, as set out in an Order Form;

“**Completion Date**” means the date of the completion of the use of the Service or a Service as set out in an Order Form;

“**Confidential Information**” means the terms of this Agreement as well as any information or Data disclosed to the Supplier or to us, which (i) if in tangible form, is marked clearly as proprietary or confidential, (ii) if oral, is identified as proprietary, confidential, or private on disclosure or (iii) any other information which is not in the public domain, which upon receipt by a party should reasonably be understood to be confidential, provided, however, that such information or Data is provided under or in contemplation of this Agreement;

“**Contact**” means the Public Officer appointed as the liaison between Supplier and the Government;

“**Consents**” means any qualifications, rights, permits, immigration approvals, licenses, authorizations or other consents required to provide the Service;

“**Data**” means logbooks, records or data files, including, but not limited to: electronic storage media, Software, Source Code, any data base and data base rights, personal or personally identifiable information relating to an identified or identifiable individual, voice and data transmissions, including the originating and destination numbers and internet protocol address, date, time and duration, created, used or connected with the Service;

“**Default**” means any breach of the obligations of a party under this Agreement (including fundamental breach or breach of a fundamental term) or any other default, act, omission,



negligence or negligent statement of a party in connection with or in relation to the subject matter of an Order and in respect of which such party is liable to the other;

“Deliverables” shall mean Equipment, Software and other services incorporating technical specifications and Documents in order for the Supplier to achieve the Objective;

“Documents” means written advice, tenders and responses, project specifications for the Service, designs or other information and material, technical specifications related to the Service provided by the Supplier or the Representative;

“Equipment” means equipment delivered or provided by the Supplier including any hardware, software or cables, used to provide the Service;

“Expense” means all expenses (including legal expenses), charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation) and penalties;

“Fee” means the gross fees to be paid to the Supplier for the Service provided in accordance with the terms of this Agreement;

“Goods” means the goods provided as part of the Service;

“Government”, “we”, “our” or “us” means the Government of Bermuda as represented by the Department set out in Schedule 1;

“in writing” shall mean any letter or purchase order on the Government’s letterhead bearing the signature of an authorised person or an e-mail emanating from the personal e-mail address of an authorised person;

“Intellectual Property Rights” or “IP” shall mean all intellectual and other intangible property rights in information, including but not limited to, Confidential Information, Software, System and Documents regardless of whether copyrightable or patentable, and including all tangible embodiments thereof;

“Insurance Policies” means the amounts of not less than the minimum level of insurance required by law or a regulatory body or that is required for the Service as such amounts are set out in Schedule 1, covering the Supplier and the

Supplier’s officers, directors, employees, agents, or subcontractors and shall be on an “occurrence basis” unless otherwise stated in Schedule 1. “The Government of Bermuda” shall be endorsed as an additional insured on the required policy or policies and the insurances afforded to the Government of Bermuda shall be primary insurance;

“License” means the right granted by the Supplier to us to use the Service or Documents;

“Licensed Software” means the Software and Documents which is to be licensed to us together with any third-party or other proprietary software;

“Loss” means all losses, Claims, damages, costs, fees, charges, Expenses, disbursements, costs of investigation, litigation, settlement, judgment and interest, lost revenue, loss of opportunity to make money, loss of contracts or for the inability to fulfill customer contracts, lost or damaged data or other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability or other loss not limited to those contemplated at the time of entering into this Agreement and whether such loss or liabilities are direct, indirect, incidental, special, consequential whether foreseen, foreseeable, unforeseen or unforeseeable;

“Network” means the TCP/IP-based data communications network (including all hardware, software, telecommunications facilities and equipment) procured and utilized by the Government through which Users may access any content via the internet;

“Order” means a User ordering Service under this Agreement;

“Order Form” means the document containing an Order in the form set out in Schedule 4 or as otherwise agreed;

“Objective” means the targets, results or goals to be achieved as specified in Schedule 1;

“PIPA” means the *Personal Information Protection Act 2016*;

“Prohibited Act” means to (a) directly or indirectly offer, promise or give any person working for or engaged by us a financial or other



advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the *Bribery Act 2016*; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other agreement with us; or (d) defrauding, attempting to defraud or conspiring to defraud us.

“Public Officer” means any person employed by, or acting as an agent for, the Government; **“Representative”** means, the person(s) providing the Service on your behalf and includes any person engaged by the Supplier;

“Rules” means policies, procedures or other instructions, including policies related to bullying, harassment and sexual harassment; and health and safety rules, procedures and protocols;

“Service” means the provision of all services including mobile service, access to the Network and Deliverables as set out in this Agreement and includes the use of any Equipment provided by the Supplier;

“Security Procedures” means rules and regulations governing health and safety procedures while on, Government premises; and information technology security protocols where the Supplier or the Representative accesses any Government information technology system or adherence to security protocols as necessary for the Service;

“Security Protocols” means security process and procedures for information and data contained in the Software and used to provide the Service, set out in Schedule 3;

“Schedule 1” means the schedule, which forms a part of this Agreement and contains details of the parties, Service, Fees, Insurance Policy amount;

“Schedule 2” means the inspection and acceptance required for the Service;

“Schedule 3” means the schedule which contains details of the statement of work or **“SOW”** for the Service which will comply with the Documents. The Service will integrate with other systems or software which the Government already has and uses;

“Schedule 4” contains the Order Form with details of the Service, Fee, Commencement Date, Completion Date and the period for use of the Service or any part of the Service;

“Schedule 5” contains the specifications for the Service provided by the Supplier;

“Security Procedures” means rules and regulations governing health and safety procedures while on Government premises; and information technology security protocols where the Supplier or the Representative accesses any Government information technology system;

“Software” means all Supplier provided software or third-party software, (including developed software, Licensed Software or configured software or any parts thereof) including any Documents, provided or licensed to the Government pursuant to this Agreement, computer programs in machine readable object code form and any subsequent updates, upgrades, releases, or enhancements;

“Term” means the term of this Agreement commencing upon the Effective Date and shall end upon the termination or expiry of any Service provided to a User, under this Agreement. For clarity, a User may continuously extend the Term of this Agreement by placing subsequent Order Forms for any service;

“User” means the Government or a person who is using the Service;

“Version” means a new or current version of the Software incorporating features, functionality or other attributes required for the Service and which is released to us by the Supplier; and

“Virus” means any code or program which is designed to harm or which disrupts or otherwise impedes the operation of the Service, or any other associated hardware, software, firmware, malware, computer system or network, or would disable the Service or impair in any way operation



of a Service or otherwise interfere with our operations.

2. Scope of Agreement

- 2.1 This Agreement governs the relationship between us and you in respect of Service provided by you to a User.
- 2.2 We appoint you as a provider of Service and you shall be eligible to receive Orders for such Service from an Authorised Public Officer during the Term.
- 2.3 The parties acknowledge and agree that Users may in their absolute discretion order Service from you in accordance with the ordering procedure set out in section 3.
- 2.4 You acknowledge that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by a User for the Service and that the User is at all times entitled to enter into other agreements and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Service.
- 2.5 Upon receipt of an increase in Charges, the Customer reserves the right to terminate any Service which has increased in price, upon 90 days prior written notice.

1. Awards under this Agreement

- 3.1 Form of Order: A User may place an Order for any Service with you in writing using substantially the Order Form as set out in Schedule 4 or similar form agreed with you including ordering the Service by e-mail or other online solutions.
- 3.2 Accepting and declining Orders: Following receipt of an Order, you shall promptly and in any event within a reasonable period determined by the relevant Authorised Public Officer and notified to you, in writing, at the same time as the submission of the Order, which in any event shall not exceed three (3) Business Days, acknowledge receipt of the Order and either:
 - (a) notify a User that you are able to fulfil the Order by signing and returning the Order Form; or

- (b) notify a User in writing and with detailed reasons that you are unable to fulfil an Order.

3.3 If you:

- (a) notify a User that you are unable to fulfil an Order; or
- (b) the time limit referred to in section 3.2 has expired,
then the Order shall lapse.

3.4 If you modify or impose conditions on the fulfilment of an Order, then a User may either:

- (a) reissue the Order incorporating the modifications or conditions; or
- (b) treat your response as notification of your inability to fulfil the Order and the Order shall lapse.

3.5 The parties acknowledge and agree that the placement of an Order is an “invitation to treat” by a User. Accordingly, you shall sign and return the Order Form which shall constitute your offer to a User. A User shall signal acceptance of your offer and the formation of an agreement by counter-signing the Order Form.

1. Service Performance

- 4.1 You shall perform all obligations set out in an Order Form entered into with a User in accordance with:
 - (a) the requirements of this Agreement; and
 - (b) the terms and conditions of the Order Form.
- 4.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of an Order Form, such conflict or inconsistency shall be resolved according to the following order of priority:
 - (a) an agreed Order Form;
 - (b) General Terms and Conditions;
 - (c) Schedule 1;
 - (d) Schedule 3;
 - (e) ~~Schedule 5~~.



- (f) Schedule 2; and
- (g) any other document referred to in the Agreement.

5. Provision of Service

- 5.1 You agree to perform the Service in accordance with and subject to this Agreement, including the schedules, these General Terms and Conditions and the Order Form and we agree to pay the Fee for the Service.
- 5.2 In the event that it is required and with our prior due diligence and written approval, you may appoint a Representative who shall have full authority to act and provide the Service on your behalf. Details of the Representative shall be set out in Schedule 1.
- 5.3 You are responsible for all acts or omissions of the Representative relating to the provision of Service and for ensuring their compliance with the requirements of this Agreement.
- 5.4 You may not subcontract or outsource your obligations under this Agreement beyond using the Representative, without our prior written consent and you shall ensure that the Representative co-operates with our employees to effectively carry out your obligations under this Agreement. You shall remain responsible for, and liable to pay, all subcontracted or outsourced persons.
- 5.5 We may request, by notice in writing to you, the replacement of the Representative, and agreement with such request shall not be unreasonably withheld. You shall use your best endeavors to replace the Representative with another qualified individual employed by you, and such replacement shall be subject to approval by us, which shall not be unreasonably withheld.
- 5.6 Documents: You shall provide Documents as reasonably requested or by the date as agreed between the parties and we shall have the right to take possession of and use any completed or partially completed portions of Documents notwithstanding any provisions expressed or implied to the contrary, subject

to License, IP, trademarks or third party copyright .

- 5.7 You acknowledge that we will be relying on the Documents on the basis that they are accurate and complete in all material respects and are not misleading.
- 5.8 Security Procedures: The Service may be provided in such place and location as we may instruct to you.
- 5.9 If a Service is required to be provided on our premises or you use our IT systems, you and the Representative will conduct yourselves in a professional and safe manner and you and the Representative shall at all times comply with and be subject to Security Procedures, which is notified to you by us in advance.
- 5.10 Failure to adhere to the Security Procedures and the requirements of this section may be considered a Default of this Agreement and may result in termination of this Agreement.
- 5.11 We shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Service.
- 5.12 The Service are provided on a non-exclusive basis to Users.

6. Government Responsibilities

- 6.1 We shall disclose all necessary information and provide reasonable and agreed computer facilities and access necessary for you to provide the Service.
- 6.2 Impairment and viruses:
 - (a) We shall use our best efforts, not (i) do anything that causes the Network to be impaired; or (ii) use the Service for the transmission of material that contains software viruses or any other disabling or damaging programs.
 - (b) Misuse: We shall not use the Service, except where expressly approved by you in this Service Agreement: (i) to make a computer permanently available as a server; (ii) to set up connections where the caller receives payments from third parties, based on the call or the duration of the connection (e.g. connections to



advertising hotlines); (iii) for commercial relaying of connections or interconnection services; (iv) for automated machine-to-machine data exchange; (v) by using automated means to make calls, texts or send data (including via a GSM Gateway); or (vi) to include SIMs in (fixed) GSM adapters. For the avoidance of doubt, Tethering or Near Field Communication do not constitute misuse.

6.3 You reserve the right to terminate any data plan forthwith if in your sole opinion a data plan is being misused, such misuse to include but not be limited to the following:-

- (a) peer to peer file sharing restricting or inhibiting any other customer from using the Service;
- (b) any use that infringes upon others' intellectual property rights;
- (c) posting, publishing, reproducing, distributing or transmitting any unlawful, threatening, abusive, libellous, defamatory, vulgar, obscene, indecent, pornographic, profane, hateful, bigoted or otherwise objectionable information of any kind, including without limitation any transmissions, constituting, or encouraging conduct that would constitute, a criminal offence, give rise to civil liability;
- (d) posting or transmitting any information or software that contains a trojan, worm, virus or other harmful component;
- (e) avoiding, bypassing, removing, deactivating or circumventing by any means, any process or system such as copy protection systems that are intended to protect the rights of a copyright owner;
- (f) sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (also known as "spamming" or "mailbombing");

(g) making any unauthorized attempt to gain access to any account or computer resource not belonging to that Customer (also known as 'spoofing', 'phishing') subscribing or attempting to subscribe to a Data Plan with intent to avoid payment;

(h) making any unauthorized access, alteration, destruction, or any attempt, of any information of any Supplier customers or end-customers by any means or device;

(i) running programs or servers that provide network services to others through the data plan ("**web hosting**"), which includes, but is not limited to, operating a web/mail/ftp server to serve external connections;

(j) reselling or providing access to the Service or to any other Supplier service to any third party, without the prior express written consent of the Supplier. Breach of this provision may result in immediate suspension of the data plan until the problem is corrected; and

(k) any use deemed by you to interfere with your ability to fairly allocate capacity among other customers or that otherwise degrades service quality on the Network.

6.4 You further reserve the right to take measures to protect your Network and your customers from harm, compromised capacity or degradation in performance. These measures may impact the Service, and you reserve the right to deny, modify or terminate the Service, with or without notice, to us if, in your opinion a User is using the data plans or features thereof in a manner that adversely impacts on the Network.

6.5 You may monitor our compliance with these General Terms and Conditions but you will not monitor the content of communications except as otherwise expressly permitted or required by law.

7. Additional Service



- 7.1 Additional services or variations in a Service may be required after the date of execution of this Agreement and may be performed upon our prior written approval. Such written approval shall be evidenced by a change authorisation order ("**Change Order**") or such other written authorisation as approved and signed by the Contact or a duly authorised Public Officer. In such case, a Change Order shall be issued within a reasonable time thereafter.
- 7.2 All Change Orders are subject to the terms and conditions of this Agreement.
- 7.3 Fees for additional service shall be agreed by us in writing prior to any additional service being performed.
- 8. Pricing for the Service**
- The pricing for the Service shall be the prices listed in Schedule 1.
- 9. Fees, Invoicing and Payment**
- 9.1 We shall compensate you the Fee for the Service, payable monthly in arrears, during the Term. The Fee for the Service shall be set out in an Order Form and paid in BMD\$.
- 9.2 The Fee will be subject to deductions by law in the event that you have not registered as a service provider with the relevant Government department.
- 9.3 The Fee will be subject to further deductions for the following reasons:
- (a) if you have not delivered the Service or any part of a Service, as required;
 - (b) where we have suffered loss by your failure to follow our reasonable instructions or your gross negligence or misconduct;
 - (c) if you cause damage to our property, the value of replacement or repair of the damaged property;
 - (d) if either party leaves Bermuda or terminates this Agreement without giving the required notice, the value of the Fee for the notice period; and
 - (e) when you no longer provide a Service to us, there will be a deduction of any overpayments or advances of payment taken in excess of the Fee.
- 9.4 You will only be paid the Fee for the Service that you have provided.
- 9.5 **Invoicing:** You shall provide a monthly invoice for the Service as set forth herein, with supporting documentation and itemising the following:
- (a) Supplier name, invoice date and number;
 - (b) Order number, if applicable;
 - (c) Change Order number, if applicable;
 - (d) Details of Service performed or provided;
 - (e) Time and Service rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts, if applicable;
 - (f) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein), if applicable;
 - (g) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has previously been provided to us); and
 - (h) Your telephone number, fax number and e-mail address.
- 9.6 We shall pay the Fee and/or undisputed invoices thirty (30) days in arrears. We may dispute an invoice within thirty (30) days of receipt, however, we reserve the right to dispute payments, made on an invoice at any time if it suspects fraud or willful misconduct on your part ("**Faults**").
- 9.7 In the event that any Faults are discovered in relation to payments made to you, we reserve the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses) or to set off any disputed amounts against unpaid invoices.



9.8 Your failure to submit a proper invoice in a timely manner may result in a delay in payment by us. You agree that we are not responsible, nor will it be liable to you or under law or equity for any interest or expenses that you may incur resulting from any delays in payment caused by your failure to comply with your obligations under this Agreement.

10. Expenses

10.1 You, or the Representative, are not allowed to incur Expenses associated with the provision of the Service without having received our prior written consent. You shall be liable for all Expenses not prior approved in writing.

10.2 Without prejudice to section 10.1, we reserve the right to refuse to pay an invoice in the event that the invoice is presented six (6) months after the time when it should have been presented for payment.

11. Taxes

11.1 You shall be responsible to register with the appropriate department of the Government in order to pay for all taxes associated with the provision of the Service, including but not limited to payroll tax and social insurance contributions ("Taxes") and you consent to us deducting due or outstanding Taxes from the Fee on your behalf, at our option. Your Tax numbers shall be set out in Schedule 1.

11.2 In the event that we have not made deductions on your behalf, you shall provide us with proof of payment of amounts due such as any Taxes and all other receivables, prior to you receiving your final payment. In the event that you do not provide written proof, we shall have the right to deduct any outstanding amounts owed, including any Taxes, from final payment of the Fee.

12. Representations and Warranty

12.1 You represent and warrant that you and the Representative, will perform all activities relating to the Service:

- (a) in accordance with Best Industry Practice and in a professional and

lawful manner including informing us in the event that any invoice is above usual invoice amount for the use of a Service in any month;

- (b) using appropriately skilled and experienced Representatives, which we will be relying on;
- (c) free from Viruses, at the time of delivery, subject to the manufacturers' warranty;
- (d) in strict accordance with the standards, specifications and timelines as set out in Schedule 1, Schedule 2, Schedule 3, Schedule 5 and an Order, in order to achieve the Objectives;
- (e) by not having committed any Prohibited Act; and
- (f) in accordance with applicable law including PIPA, data protection laws, Rules, regulations and guidelines or policies provided by us.

12.2 You represent and warrant that this Agreement is executed by you or your duly authorised Representative and that you have obtained all required authorisations and capacity in order that you can fulfill your obligations.

12.3 You declare that you are in possession of all Consents necessary for the provision of Service and you will maintain such Consents at all times while providing Service.

12.4 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to us and provide copies of, or online access to such warranties or guarantees.

12.5 You confirm that all payments to us, including but not limited to Taxes, are current. In the event that any payments are delinquent which are not in dispute, we may deduct, in part or in full, any payments made to you under this Agreement.

12.6 You represent and warrant that:

- (a) the Service provided do not and will not infringe or misappropriate any patent,



- copyright, or any trade secret or other intellectual or proprietary right of a third party;
- (b) you are fully satisfied as to the scope and nature of the Service and of your obligations under this Agreement and that you have the corporate power and authority to enter into and perform your obligations under this Agreement;
- (c) as at the Commencement Date, all information, statements and representations contained Documents are true, accurate and not misleading save as may have been specifically disclosed in writing to us before the execution of this Agreement and you will promptly advise us of any fact, matter or circumstance of which you may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (d) no Claims are being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of your knowledge and belief, pending or threatened against you or any of your assets that will or might affect your ability to perform your obligations under this Agreement and any agreement which may be entered into with a User;
- (e) you are not subject to any contractual obligation or compliance with which is likely to have an effect on your ability to perform your obligations under this Agreement; and
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of your knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of your assets or revenue.
- 12.7 You shall provide information or sign any other agreements necessary or as requested by us, in order that either you or us can fulfill each of our obligations under this Agreement.
- 13. Remedies**
- 13.1 If the Service do not conform to the warranty as set out in this Agreement, you shall, at your Expense, use best efforts to correct any such non-conformance or non-availability promptly, or provide us with an alternative means of accomplishing the desired performance. Without prejudice to any other rights available to us, you shall, at your Expense repair or replace Equipment where the Equipment is damaged as a result of your, or the Representative's negligence, error, omission or willful misconduct in providing the Service.
- 13.2 If the Documents are inaccurate or misleading or the Service are not performed in accordance with this Agreement, then we, in our sole discretion, may:
- (a) require, in whole or in part, a Service to be re-performed during the Term or within six (6) months of the Completion Date;
- (b) obtain service and related documents from another service provider and you will be required to pay all amounts payable by us in obtaining alternative documentation or service from another service provider to make good the defective Documents or Service.
- 13.3 Without prejudice to any other rights available to it, we may, at your Expense:
- (a) repair, replace or otherwise fix the Service where the Equipment is damaged as a result of your, or any person providing services on your behalf, negligence, error, omission or willful misconduct; or
- (b) obtain Service from another service provider and terminate this Agreement.
- 14. Progress Report**



- 14.1 If required and agreed by the parties, you shall submit progress reports in connection with the Service ("Reports") on at least a monthly basis, or as otherwise required, to us. The Reports shall include a summary of the activities and accomplishments during the previous reporting period.
- 14.2 The Report will also include YTD totals for payments received and work completed (expressed in BMD\$).
- 14.3 Any decisions and/or actions required of us during the upcoming reporting period(s) should be included in the Report. The specified date for submission of the Reports for the reporting period shall be determined by us.

1. Inspection and Approval of Service

- 15.1 We shall at all times retain the right to inspect the Service provided by you or the Representative and you consent to visits to your premises during Business Hours with at least 72 hours' prior notice to you, in order to inspect the Service or Documents and we shall have the right to review, require correction or additional follow up, if necessary, and accept or reject a Service submitted by you or the Representative.
- 15.2 You shall make any required corrections promptly at no additional charge. In the event that you are required to implement changes with respect to your performance of a Service, such change shall be implemented within a reasonable time, as determined by us in consultation with you.
- 15.3 Your failure to proceed with reasonable promptness to make necessary corrections shall be a Default. If your corrected performance remains unacceptable, we may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of Service received.

16. Time of the Essence

- 16.1 You are responsible for managing time in order to complete your obligations under this Agreement and shall complete any portion or

portions of the Service in such order as we may require rather than providing the Service during a specified amount of time and you recognise that providing the Service outside of Business Days may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.

17. License

- 17.1 You grant to us a non-exclusive, unlimited, royalty-free license in order to enable us to use Equipment and the Service.
- 17.2 You shall ensure the continued compatibility of the Equipment with all major releases, updates or upgrades of any Software.
- 17.3 In the event you are not able to support any Software update, upgrade, version or new release that changes major functionality and is not compatible with the Equipment or the Service, you shall use your best efforts to resolve such issues and to provide optimal functionality of the Equipment or the Service.

18. Indemnity, Limitation of Liability, Insurance, Force Majeure and Business Continuity

- 18.1 **Indemnity:** You shall fully indemnify, hold harmless and defend the Government and its respective Public Officers, Ministers, and employees (collectively, for the purpose of this section "**Indemnified Parties**") from and against any Loss arising from or incurred by reason of any Intellectual Property Rights by the use or possession of any part of the Deliverables provided by you or licensed by you under this Agreement subject to us:
 - (a) notifying you in accordance with the notice provisions in this Agreement of any alleged infringement; and
 - (b) allowing you, at your Expense to conduct negotiations for settlement or litigation including defending the Claim, provided that if you shall fail to take over the conduct of negotiations or litigation then we may do so at your Expense, in which case you shall indemnify us against all Expense.



- 18.2 You shall indemnify the Indemnified Parties against all Loss whatsoever, during the period that we are deprived of the use of the Service or Deliverables or any portion thereof.
- 18.3 You shall defend, indemnify, hold and keep harmless the Indemnified Parties from all Loss hereunder; provided that the Government provides you with: (a) prompt notice of such Loss; (b) sole control over the defense and/or settlement of any Claims (provided that any settlement requiring any act or omission by the Government shall be subject to the Government's consent, not to be unreasonably withheld or delayed); and (c) all assistance reasonably required (at your expense) for the defense of such Loss.
- 18.4 No Liability: Subject to clause 18.5, The Indemnified Parties shall not be liable to you for Loss.
- 18.5 Limitation of Liability: Without limiting the provisions of this Section, each party's maximum aggregate liability, for all Claims or Loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fees paid to you under this Agreement for the six (6) months immediately preceding the date the on which the latest Claim(s) or Loss first arose or the coverage limits of any insurance policy that may be required to respond to a Claim or Loss, whichever is the greater.
- 18.6 Nothing in this Agreement shall exclude or limit any liability for a party's wrongful use of Confidential Information, misrepresentation, fraud, willful misconduct or any liability which cannot be lawfully limited or excluded, and you shall accordingly maintain in full force and effect during the Term, Insurance Policies.
- 18.7 All Claims against the Government must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the Claim arises, whichever is earlier, without judicial extension of time, or said Claim is barred, time being of the essence.
- 18.8 Insurance: You shall maintain Insurance Policies. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverages and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as we require by shall entitle us to either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of our rights or remedies in connection with this Agreement.
- 18.9 You shall be responsible for the payment of all deductible amounts on such Insurance Policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 18.10 In the event that you have not paid premiums on the Insurance Policies ("Premium"), upon signing this Agreement, you consent to us either deducting the Premium from the Fee, or otherwise making such Premium payment, on your behalf and recouping the Premium payment from you, at our sole discretion.
- 18.11 At our sole option, all monies payable under the Insurance Policy shall be applied in making good or recouping expenditure, loss or damage suffered or incurred by us as a result of you or a Representative providing the Service.
- 18.12 You shall notify us forthwith of any changes to any term of the Insurance Policy or of any claims or potential claims which have arisen to which the insurer(s) of the above Insurance Policy or policies may be required to respond.
- 18.13 The policy clause "*Other Insurance*" or "*Excess Insurance*" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the



Government of Bermuda's self-insured Retentions of whatever nature.

- 18.14 If you subcontract or outsource the Service, you shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated above.
- 18.15 The insurance requirements set forth above do not in any way limit the amount or scope of your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that we are willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 18.16 Waiver of Rights of Recovery: You hereby waive all rights of recovery against us which you may have or acquire because of deductible clauses in or inadequacy of limits of the Insurance Policies or any policies of insurance that are secured and maintained by you.
- 18.17 Force Majeure: Neither of the parties shall be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control, not caused by its own act or negligent omission ("**force majeure**") but each party shall use its best efforts to perform its obligations notwithstanding the force majeure event. Inability to pay an invoice is not a Force Majeure event, unless such inability arises as a direct result of the event beyond reasonable control e.g. in the event of a pandemic and employees are instructed to self-isolate.
- 18.18 Business Continuity: You shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Service and upon request, provide such evidence to us.
- 19. Non-Solicitation**
- During the Term and for a period of twelve (12) months after expiration or termination of this Agreement, you shall not solicit, whether

directly or indirectly, any employee or consultant of the Government who was involved in the performance or receipt of the Service, unless otherwise agreed by us in writing.

20. Non-Disclosure of Confidential Information

- 20.1 You must ensure that all Confidential Information held by you is protected against unauthorised access, use, copying or disclosure. You acknowledge that the improper use, copying or disclosure of such information could be unlawful.
- 20.2 You will comply with our instructions if you have access to Data as a result of providing the Service.
- 20.3 You may disclose information related to this Agreement to your personnel on a 'need to know' basis as required for the performance of the Service. You will keep strictly confidential any other Confidential Information and you shall only use such Confidential Information as required for providing the Service (and no other purpose).
- 20.4 A breach or anticipated breach of the confidentiality provisions of this Agreement, will cause us irreparable harm and you agree that monetary damages alone may not be an adequate remedy and, accordingly, we will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance together with all other remedies as may be available in law or equity.
- 20.5 If either you or the Representative fail to abide by the confidentiality provisions at any time, then such failure shall constitute a material breach of this Agreement and you shall pay us the equivalent of the Fee paid to you for a three (3) month period as liquidated damages, in addition to any attorney's fees and costs of enforcement. You and the



Representative shall be jointly and severally liable to the Government under this section.

21. Government Logo

You may not use the Government's name or logo for any publicity or marketing purposes, unless consent for such use is provided in writing.

22. Term, Termination and Suspension

22.1 This Agreement shall be effective from the Effective Date and continue for the Term. The Service or a Service shall commence on the Commencement Date and continue until the Completion Date, unless terminated earlier in accordance with its terms.

22.2 You shall not commence any additional services in the event of notification of termination of this Agreement, however, in the event that services are provided to us beyond the Completion Date, the terms and conditions of this Agreement shall continue on a day-to-day basis terminable without cause upon seventy two (72) hours prior written notice by either party to the other.

22.3 Either party may terminate the Service, an Order or this Agreement, in part or in whole, during the Term, upon prior written notice, without cause, in accordance with the termination notice period as set out in Schedule 1.

22.4 We may terminate this Agreement at any time based upon your Default of your obligations under this Agreement. We, in our sole discretion, may provide you with a notice to cure ("**Cure Notice**") the breach that would otherwise amount to a basis to terminate this Agreement as a result of your failure to fulfill your obligations hereunder. You shall respond to any such Cure Notice within a reasonable time or within such time as provided therein, and you shall either cure the specified breach or provide assurances to cure the same which we, in our sole discretion, deem adequate.

22.5 Either party may terminate this Agreement immediately, if the other party:

- (a) commits an irremediable breach; or
- (b) is subject to a change of control or chooses to discontinue its business; or
- (c) its parent or holding entity becomes or is deemed insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors or an order or resolution is made for its dissolution or liquidation other than for the purpose of solvent amalgamation or reconstruction, or it takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction; or
- (d) is affected by a force majeure event which lasts Ten (10) Business Days or more.

22.6 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.

22.7 Upon expiry or termination of this Agreement, you shall return all Government property or information or you shall irretrievably delete, as commercially practicable as possible, all Confidential Information, stored in any way using any device or application and all matter derived from such sources which is in your possession, custody or power and provide a signed statement that you have fully complied with your obligations under this section, save for any back-up required by law or as required in accordance with your records retention policy.

22.8 Upon expiry or termination of this Agreement, you shall provide us with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to us including assisting with the transfer of Data.

22.9 We may temporarily suspend the Service hereunder and shall confirm such instruction



in writing to you.

22.10 Upon any such suspension, we shall pay all Fees and Expenses up until the time of such suspension of Service. If, following suspension of the Service, there is no resumption within six (6) months, this Agreement may be terminated by you, and we shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.

22.11 We may issue a written order to resume the provision of Service within six (6) months of suspension in accordance with the terms and conditions of this Agreement.

22.12 The rights arising under this termination section represent your sole remedy and excludes common law rights to terminate and claim damages for Loss you may suffer under this Agreement.

23. General

23.1 Any notice or other communication required to be given under this Agreement shall be duly given or served if it is in writing (for the purposes of this section, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message), signed and delivered by hand or sent by prepaid recorded post to the address of the party as first set out above (or such other address as is notified in writing to the other party from time to time); or sent by e-mail to the e-mail address of the party as provided by that party (or such other e-mail address as is notified in writing to the other party from time to time).

23.2 Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from the Effective Date.

23.3 This Agreement together with any documents referred to in it supersedes, extinguishes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or

otherwise between the parties relating to the Service and any other mobile service previously provided to the Government and is the complete agreement between the parties. For the avoidance of doubt, upon execution of this Agreement, the Supplier shall only provide and the Government shall only be liable for, invoices for Service provided under this Agreement and no other from the date of this Agreement.

23.4 Any amendments to this Agreement shall be made in writing and signed by each party.

23.5 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without our prior written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. We may transfer our rights and obligations under this Agreement.

23.6 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.

23.7 No one other than a party to this Agreement, their successors and permitted assigns, shall have any right to enforce any of its terms.

23.8 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.

23.9 Expiry or termination of this Agreement in any manner shall not release you or a Representative from any liability or responsibility with respect to any representation or warranty. Sections related to indemnification, limitation of liability, non-disclosure of information and intellectual property shall survive termination of this Agreement.

23.10 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation. Should any court determine that any provision of this Agreement is not



enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

- 23.11 You consent to us processing data relating to you for legal, administrative and management purposes. We may make such information available to regulatory authorities and governmental or quasi-governmental organisations including those outside of Bermuda.

24. Governance

- 24.1 You will inform us promptly of all known or anticipated material problems relevant to the delivery of Service.
- 24.2 You agree to provide us (and, if we request in writing, our auditors and competent regulatory authorities) with full information on the provision and delivery of the Service in an open and cooperative way and attend meetings with us to discuss the Service and this Agreement. We may disclose any information relating to this Agreement to a regulator or auditor.
- 24.3 You will notify us immediately if you have any actual or potential conflict of interest which might affect your ability to provide the Service.

25. Anti-Corruption

- 25.1 You represent, warrant and covenant that, in connection with activities performed under this Agreement or on our behalf, you have not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For

purposes of this Agreement, the term “**Government Official**” shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity of the Government, or any immediate family member of such persons.

- 25.2 You represent, warrant, and covenant that you have complied and will comply with The Bribery Act 2016 and all other applicable laws of any relevant jurisdiction in connection with the performance of your obligations under this Agreement. Without limiting the generality of the foregoing, you represent, warrant, and covenant that you have not and will not take any action that would cause the Government, or anyone acting on its behalf to violate or be subjected to penalties under The Bribery Act 2016, or the applicable anti-corruption laws of other countries.
- 25.3 You acknowledge and agree that in the event that we believe, in good faith, that you have breached this section, we shall have the right to immediately terminate this Agreement and any or all other agreements that we may have with you.

26. Retention of Confidential Information, Records and Audit

- 26.1 You will retain any part of, or all, Confidential Information during the Term and following expiry or termination of this Agreement until all appeals processes are complete in the event of any litigation in connection with the Service. We will have full access to and the right to examine any documents connected to the Service, at any time during this period. We must be notified, in writing, prior to any of the aforementioned documents being destroyed.
- 26.2 You shall retain all records pertinent to this Agreement for a period of three (3) years following expiration or termination hereof, subject to applicable law including PIPA, data protection laws, rules, regulations and guidelines or policies.



26.3 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Canadian Generally Accepted Accounting Principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by us, including all receipts, invoices, payroll records and/or other documentation used to substantiate requests for payment hereunder. At any time or times before final payment and for three (3) years thereafter, we may cause your records to be audited by a duly authorized Public Officer. Records required to resolve an audit shall be maintained for a period of not less than three (3) years following resolution of the audit or any arbitration or litigation arising hereunder.

26.4 We reserve the right to conduct periodic visits to your premises and/or audits after the commencement of this Agreement to ensure continued compliance during Business Hours.

26.5 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable costs. In the event that all payments have been made to you and an overpayment is found, you shall reimburse us for such overpayment within thirty (30) days following receipt of written notification thereof.

26.6 You shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any, made in accordance with this Agreement.

27. Electronic Communication

We may communicate with you by email. The internet is not secure and messages sent by email can be intercepted. You shall use your best efforts to keep your security procedures current and all communications by email secure.

28. Governing law

This Agreement is subject to Bermuda law and you and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.

29. Dispute Resolution

29.1 Where the parties are unable to resolve a dispute in accordance with this Agreement the parties, upon agreement, may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the *Bermuda International Conciliation and Arbitration Act 1993* and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English.

29.2 The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. Nothing in this section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this section, unless and until this Agreement is terminated in accordance with its terms.

29.3 The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.



29.4 In rendering judgment, the arbitrator may not provide for punitive or similar exemplary damages.

29.5 The arbitration proceedings and the decision shall not be made public without the joint

consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.

IN WITNESS WHEREOF, the parties, or their authorised representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

SIGNED by a duly authorised officer for and on behalf of the Government	Signature:
	Print Name:
	Title:
SIGNED by the Supplier or a duly authorised officer for and on behalf of the Supplier	Signature:
	Print Name:
	Title:

**SCHEDULE 1**

These schedules are incorporated into the Agreement. Capitalised terms used but not defined in these schedules will have the meanings given to them in the Agreement. If a term in these schedules conflicts with a term in the Agreement, the terms to resolve any such dispute are set out in the Agreement.

Objective: Government requires the Supplier to provide the Service which shall meet the Government's requirements as set out in this Agreement in a cost effective and efficient manner.

1. The Government

Ministry:	The Cabinet Office		
Department:	Information and Digital Technologies		
Address:	Seven Arches, 44 Church Street, First Floor, Hamilton, Bermuda, HM 12		
Tel No.:		Mobile No.:	
Email address:			
Government Contact:			
Tel No.:		Mobile No.:	
Email address:			

2. Supplier details, Termination Notice Period and Insurance:

Supplier Name:			
Address:			
Office Tel:		Mobile No.:	
Email address:			
Payroll Tax #:		Social Insurance No.:	
Termination Notice Period:	30 days		
Insurance Coverage:	Minimum Coverage Amount		
Professional Liability:	BMD\$2,000,000		



Commercial General Liability:	BMD\$2,000,000
Technology Errors and Omissions for damages arising from computer-related services, including the following: Consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold:	BMD\$2,000,000
Intellectual Property Insurance:	BMD\$2,000,000
Data Privacy Protection Insurance:	BMD\$2,000,000

3. Service provided by the Supplier

[insert details]



SCHEDULE 2

1. Inspection and Acceptance

- 1.1 We shall at all times retain the right to inspect the Goods provided by you and shall have the right to review, require correction or additional follow up, if necessary and accept the Goods or the Service.
- 1.2 We will notify you of the Contact who shall be responsible for reviewing, inspecting and approving delivery of the Goods and the Service.
- 1.3 We shall have the right to reject the Goods or refuse acceptance of the Goods if:
 - (a) the Goods, or any portion thereof, are not in conformance with this Agreement;
 - (b) the Goods, or any portion thereof, are not in conformance with the Specifications provided to you by us at the time the order for the Goods was placed;
 - (c) the Goods, or any portion thereof, are not in conformance with the Documents; or
 - (d) you fail to deliver the Goods within the time as specified by us, following receipt of the Order or such other time as specified us.
- 1.4 Upon such rejection of the Goods, after a written notice to you, we shall arrange for return of the Goods to you, at your risk and Expense, and you shall promptly reimburse us for any payments made in connection with the delivery and return of the rejected Goods or any part of the Goods, upon receiving the receipts from us.
- 1.5 Following rejection of any Goods in accordance with this Section, we shall have the right to require you to make another delivery of Goods which conform to this Agreement, Documents and/or the Specifications provided or, to purchase the Goods and the Service, or any part thereof or substitutes thereof from alternative sources. You shall reimburse us, upon demand, all reasonable additional Expense incurred by us, if any, in obtaining the Goods and the Service or substitutes thereof.
- 1.6 We may confirm, in writing, acceptance of the Goods at the time of delivery or at any time thereafter.
- 1.7 Written acceptance of the Goods by us shall release you from any obligation to remedy any nonconformity of the accepted Goods or reimburse us for any additional costs incurred in obtaining other Goods or substitutes thereof but does not relieve the Supplier from any warranty, guarantees or service obligations. We shall have the right to inspect prior to, or at the time of delivery, the Goods or within thirty (30) days following delivery of the Goods for compliance with this Agreement and other Specifications required by us.
- 1.8 Your failure to proceed with reasonable promptness to make necessary corrections shall be a Default. If you fail to provide corrected Goods or fail to correct performance of the Service within a timeframe as agreed by the Parties, we may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of Goods and Service received.

2. Ownership and Risk of Goods

- 2.1 Risk and ownership in relation to the Goods:
 - (a) Without prejudice to any of our rights or remedies howsoever arising title to the Goods shall pass to the Government upon delivery to us at the Delivery Location, unless the Goods have been paid for by us, in which case, title to the Goods shall pass at the time of purchase of the Goods.
 - (b) In the event that an advance payment is made, all risk in the Goods remain with the Supplier until we have accepted the Goods, in writing.
 - (c) Risk of loss or damage to the Goods shall only pass to us at the time of acceptance of the Goods by us.



SCHEDULE 3

Statement of Work

1. You shall create a Statement of Work (“**SOW**”) which will detail the development and installation of the Service. The SOW shall include a project plan and set out work to be undertaken in order to finalise details for the specification of the System and the Service together with the functions, service levels and performance requirements that the Service shall meet.

Example of what the SOW should include:

- (a) the matters set out in the Version of the Bermuda Government Data Management Application;
- (b) a description of the specifics of the provision of the System or Service;
- (c) a project plan for the development, implementation and delivery of the Service;
- (d) proposed applicable Fees and/or proposed fees; and
- (e) any other applicable terms.

Except in circumstances beyond your control or variations in the requirements or other instructions of the Government which prevent you from completing the SOW within the time as set out in this Agreement, it is a condition of this Agreement that the SOW shall be delivered by you to us at the time required by us.

2. Upon delivery of the SOW to us, we shall, within fourteen (14) days following delivery of the SOW:
 - (a) approve the SOW;
 - (b) reject the SOW, in which case the Agreement may be subject to termination; or
 - (c) request variations to and/or explanations of any aspect or aspects of the SOW.

If we make no request within the time specified under Section 3. of this schedule, then the SOW shall be deemed to be approved.

3. If we request variations to the SOW then, upon your reply, the same conditions shall apply as in Section 1.2(a) and 1.2(b) of this schedule with the addition that we may withdraw such requests for a change in the SOW.
4. The terms of the SOW shall be and are hereby imported as terms of this Agreement.
5. For the avoidance of doubt, time is of the essence for the Supplier when providing the deliverables under the SOW and any other deliverables in connection with this Agreement.
6. The Service are subject to acceptance by the Government.

**Representative**

The following person(s) or organization(s) have been designated as the Representative and will be providing the Service to us:

Resource	Contact Details	Role
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	
	Tel Number:	
	Mobile Number:	
	email:	

You agree to promptly inform us should there be any changes to the listed Representatives.

**SCHEDULE 4****Order Form and Price Plan****1. User Details**

User Name:			
User Address:			
User Tel #:		User Mobile No.:	
User Email address:			

2. Service Requirements

SERVICE REQUIREMENTS (RFSQ No: FWA-MTS 2025)	
Service [and Deliverables] required	1. Cellular/Mobile Service Plans
	3.
	4.
	5.
PERFORMANCE OF THE SERVICES [AND DELIVERABLES]	
Names of Representatives involved in delivery of the Service:	
Performance standards:	On separate sheet if necessary
Location at which Service are to be provided:	Hamilton, Bermuda
Service monitoring arrangements:	



Management information and meetings:	
Term	
Service Commencement Date:	
Service Completion Date:	
Termination Notice Period for a Service:	30 days
Professional Service hourly Fee payable in arrears:	BMD\$ N/A
Installation Fee (one time):	BMD\$
Service Maintenance Fee:	BMD\$ N/A
Special Conditions related to the Fee:	Early Termination Charges:
Order Number:	
Order Date:	
Commencement Date:	
Completion Date:	
Professional Service hourly Fee payable in arrears:	BMD\$ N/A
Installation Fee (one time):	BMD\$
Service Maintenance Fee:	BMD\$
Special Conditions related to the Fee:	

3. HARDWARE

[insert details]



4. CONDITIONS

4.1 Warranty and Repair Process

We acknowledge that the handsets supplied by you are covered under a manufacturer's warranty for a period of [xx (xx) months] and batteries for a period of [xx (xx) months] ("the Warranty"). All defective handsets pursuant to this Agreement returned to you will be sent by you to your authorized repair centre for assessment. Handsets that are determined to have a manufacturer's defect within the warranty period will be repaired or replaced within fourteen (14) working days. If this is not done within the specified timeframe, you shall replace the relevant handset with the same model. If the same model is not available, a model of similar value will be supplied by you.

If any of the following occurs the Warranty shall become void and we shall be responsible for the cost of replacing or repairing the handset at your sole discretion:

- (i) Defects or damage resulting from any misuse or any use that goes against the information included in the handset's manual.
- (ii) Defects or damage from accidents or negligence.
- (iii) Defects or damage resulting from improper testing, operation, maintenance, installation and adjustment by any unauthorized persons or repair center.
- (iv) Alterations or modifications caused from repairs performed by any unauthorized persons or repair center.
- (v) Breakage or damage to antennas, screens and displays.
- (vi) Handsets with the serial number removed or made illegible.
- (vii) Batteries not charged by the specified manufacturer's charger or which are broken or show evidence of tampering.
- (viii) Defects or damage caused by food, liquid or moisture.
- (ix) All plastic surfaces and all exterior parts scratched or damaged due to abuse.
- (x) A handset that shows signs of attempts to open, alter or repair.
- (xi) Damage caused by using accessories not made by the manufacturer of the handset.



5. PROCESS FOR SUBMISSIONS OF HANDSETS FOR REPAIR

- User submits device to Government or Ministry contact responsible for the devices within their Ministry with explanation of fault
- Administrator will submit device to [insert details]
- A loaner device will be provided for in-warranty repairs
- Devices submitted for repairs will take between 5 to 10 Business Days to return.

Please see available hardware with hardware pricing below, which is subject to change.

Unit	Unit Price	More Information

3. Pricing for Service

[insert details]

All prices (in Bermuda dollars.)



BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding agreement with the User to provide the Service specified in this Order Form incorporating the terms and conditions of the Agreement.

For and on behalf of the parties:

SIGNED by the Authorised Public Officer for and on behalf of a User	Signature:
	Print Name:
	Title:
SIGNED by the Supplier or a duly authorised officer for and on behalf of the Supplier	Signature:
	Print Name:
	Title:



1. SUPPORT

The Government of Bermuda will also be given an email address as follows: [insert details] specifically for all the GSM needs. This approach ensures that your primary and secondary corporate care agents will gain full visibility of all service tickets. If neither your primary nor secondary corporate care agents are available, then the relevant tickets will be dealt with by your corporate care team based in Hamilton. This email address will issue tickets that can be referenced and tracked, which aids in quarterly reviews and cadence meetings.

[illegible]



2. IMPLEMENTATION PLAN

The Supplier is committed to ensuring that the mobile solutions are fully implemented as set out below project plan.

We will assign one (1) contact person per Ministry / Division to facilitate management of the account.

[insert details]