

Confidential

Zoonou Master Services Agreement

This Master Services Agreement (the "Agreement"), effective as of _____
("Effective Date"), is entered into by and between:

ZOONOU LIMITED ("Company") Registered in England and Wales. Company Number: 05966654.
Registered Office: The Workshop, 10-12 St Leonard's Road, Eastbourne, East Sussex, BN21 3UH, United Kingdom.

and

_____ <Insert Client Name> (**'Client'**)
Registered in: _____ <Insert Country of Company Registration>
Company Number: _____ <Insert Company Number>
Registered Office: _____
_____ <Insert Registered Address>

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1) Scope

- a. The terms of this Agreement and any relevant Statement of Work shall prevail over any other terms or conditions issued by either party, whether attached to, referred to in, delivered with or contained in any correspondence, click-through agreement, website, purchase order or otherwise.
- b. Where there is a difference between this Agreement and any relevant signed Statement of Work, the terms agreed and signed in the Statement of Work shall prevail.

2) Services

- a. Pursuant to this Agreement by Client, Company shall provide Client with the Services as referred to in this Agreement and any other services agreed between Client and Company as contained in a written variation to this Agreement.
- b. Services are defined as Software Testing Services which specifically include but are not limited to:
 - i. Consultancy services
 - ii. Functional testing
 - iii. Non-functional testing
 - iv. Compatibility testing

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- v. Automation services
 - vi. Load testing
 - vii. Penetration testing
 - viii. Accessibility testing
 - ix. Usability testing
- c. Specific Work Items to be undertaken will be detailed in a Statement of Work(s) provided by Company, signed and agreed by Client and Company.

3) Payment of Fees

- a. **Fees and Expenses.** In consideration of the performance of the Services, Client shall pay Company the fees and/or expenses incurred as per the schedule defined within the Statement of Work. Where a payment schedule is not defined within a Statement of Work, Client shall pay Company on a monthly basis for any fees and expenses incurred on work agreed each month.
- b. **Purchase Orders.** If Client uses a Purchase Order (PO) system, Client agrees to provide the relevant PO documentation to Company in advance of Company commencing work.
- c. **Payment.** Client will make all payments under this Agreement in UK Pounds Sterling within thirty (30) calendar days after the date of Company's Value Added Tax invoice.
- d. **Late Payment.** Client will be obligated to pay Company interest on any overdue amount at the rate of 8% (p.a) over the Bank of England Base Rate (calculated monthly), and compensation for debt recovery costs in accordance with The Late Payment of Commercial Debts (Regulations) 2013, in addition to any other remedy available to Company for late payments.
- e. **Taxes.** The Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When Company has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to Client, and Client will pay such amount unless Client provides Company with a valid tax exemption certificate authorised by the appropriate taxing authority. All payments by Client for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to Company will be Client's sole responsibility. Client will provide Company with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Company to establish that such taxes have been paid.

4) Term and Termination

- a. **Term.** The term of this Agreement will commence on the Effective Date and will continue in effect unless earlier terminated pursuant to the terms of this Agreement.

- b. Termination for Convenience.** Either party may terminate this Agreement upon sixty (60) calendar days' written notice. Unless otherwise agreed by the parties, termination pursuant to this Section 4 will not relieve Company of its obligations under any open Statement of Works, which obligations will continue to be governed by this Agreement. Termination pursuant to this Section 4 will not relieve Client of its obligation to pay for any Services or expenses performed pursuant to any open Statement of Works.
- c. Termination for Breach.** Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.
- d. Suspension of Services.** Notwithstanding any other provision of this Agreement, Company may, in its sole discretion, suspend Services and the delivery of a Deliverable if: (a) Client materially breaches any of its obligations under this Agreement including, without limitation, failure by Client to pay any amount under this Agreement within thirty (30) days after the date of Company's invoice therefor; or (b) Company determines that Client may be unable to make any scheduled or expected payment. Any such suspension by Company: (i) will not constitute termination of this Agreement or any Statement of Work (and Client will continue to be bound by its obligations under this Agreement); (ii) will be deemed to modify any Target Dates outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to Company; (iii) will entitle Company to reimbursement by Client for any and all costs and expenses incurred by Company in connection with any such suspension; and (iv) may be cancelled or revoked in Company's sole discretion. Without limiting the foregoing, any such suspension will be considered a delay caused by Client.
- e. Return of Materials.** Upon any expiration or termination of this Agreement, each party will return promptly or, at the other party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the other party, each party will provide the other party with written certification of compliance with the foregoing obligations under this Section 4.
- f. Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will section 7. Confidential Information; 8. Intellectual Property Rights; and 10. Limitation of Liability. The following terms will survive beyond termination or expiration of this Agreement for a period of 12 months; 13. b. Non-Solicitation. All other rights granted under this Agreement will cease upon expiration or termination of this Agreement.

5) Client Duties and Responsibilities

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- a. Project Documentation.** Client will make available in a timely manner for Company's use, at no charge to Company, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Company as set forth in an applicable document for the performance of the Services.
- b. Accuracy of Information.** Client will be responsible for and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Client.
- c. Supply of Testable Assets.** Client will be responsible for supply of the required access details and list of test environment(s) for the Application Under Test.
- d. Permission to Test.** Client will be responsible for procuring any required consents from the ultimate owner of the Application Under Test, the server hosting provider and any third parties who may be inadvertently affected by testing activities such as load or penetration testing.

6) Interdependencies; Client and Third-Party Delays

- a.** Client acknowledges that meeting the Target Dates is contingent upon timely completion of activities by Client as contemplated by the parties under this Agreement including, without limitation, those activities designated to Client in the applicable Company Statement of Work document.
- b.** Client will immediately advise Company in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Client's failure or inability to perform a Client Obligation.
- c.** The Target Dates (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of: (a) any delay caused by Client's failure or inability to perform a Client Obligation; (b) any delay due to Client's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Client's action(s) or omission(s). No such delay will relieve or suspend Client's obligation to pay Company any Fees due and, in addition to such payment obligations, Client to notify Company by the agreed number of Days to Change of any changes to timings that have been previously agreed in the Target Dates section defined in the Company Statement of Work. Where less notice than the Days to Change number is given Company may charge Client for any and all costs and expenses incurred by Company relating to re-staffing as a result of any delay caused by Client.

7) Confidential Information

- a. "Confidential Information"** means any information disclosed under this Agreement by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure. Notwithstanding the foregoing, the following information will be deemed the Confidential Information of Company whether or not so designated upon disclosure or confirmed in writing: (i) Company pricing; (ii) Company Pre-Existing Technology and Documentation; and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, reports, performance data, test results or error or bug information provided by Company to Client under this Agreement or otherwise obtained by Client. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- b. Non-Use and Non-Disclosure.** The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to Section 7d below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to

such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

- c. Maintenance of Confidentiality.** The Receiving Party will use commercially reasonable efforts to prevent unauthorised use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that Company's continued access to Client's Confidential Information which is required for the Services will be deemed a Client Obligation.
- d. Authorised Disclosure.** Notwithstanding any other provision of this Agreement, each party may disclose the terms of this Agreement: (a) subject to Section 7b, in connection with the requirements of an initial public offering or other filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, lawyers and financing sources and their advisors; and/or (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.
- e. Publicity.** Client agrees that upon approval of this Agreement, Company can disclose and publicise that Company has been engaged by Client to provide Services. No project specific details will be disclosed without the prior written consent of Client. After termination or conclusion of this Agreement, Company may continue to use Client as a reference and in marketing materials unless notified otherwise in writing.

8) Intellectual Property Rights

- a.** All test documentation (including for the avoidance of doubt any test documentation that has been created, modified or customised by or on behalf of Company specifically for Client before or after the date of this agreement) is and shall remain owned by Company, provided that all information provided by or created on behalf of the Client shall be owned solely by the Client. Save as expressly set out in this clause, nothing in this Agreement shall be construed as granting, creating or transferring to or for Client any right, title, licence or other interest in or to any such test documentation.

- b.** Without prejudice to clause 8a, Company hereby grants to Client a non-exclusive, non-transferable, personal, perpetual licence to use the test documentation developed under agreement of any signed Statement of Work for the purposes of test activities associated with a signed Statement of Work only.
- c.** Client shall not do or attempt to do, nor permit any third party to do or attempt to do, any of the following:
 - i)** use the test documentation for any purpose not expressly permitted by this Agreement;
 - ii)** save to the extent permitted by applicable law, copy, disassemble, adapt or modify the test documentation;
 - iii)** licence, sub-licence, assign, sell or otherwise transfer the test documentation for any purpose whatsoever.
- d.** Client hereby grants to Company a non-exclusive, royalty free licence to use any materials and any other relevant Intellectual Property Rights owned by Client to the extent necessary to enable Company to perform its obligations under this Agreement.

9) Warranty Disclaimer

- a.** Company does not give and hereby excludes any and all warranties, representations, conditions and terms, in each case whether express or implied, in relation to any matter, including without limitation any warranty as to the fitness for a particular purpose of the Application Under Test. Company expressly does not warrant that any of the Software comprised in the Application Under Test is or will be error or virus free or otherwise be free from interruption or be continuously available.
- b.** The results of Company test activities should be considered a snapshot in time. Code changes, design or copy updates, new versions of web browsers, operating systems or devices could all introduce new defects into Software that may not have previously been noted. Client accepts that testing is a risk management function and does not guarantee software to be free from defects.
- c.** Company warrants to Client that the Services will be performed by appropriately qualified, experienced, and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Client to expect in all the circumstances from an experienced and professional service provider and in accordance with all relevant statutory requirements and regulations.

10) Limitation of Liability

- a.** In no event will either party be liable for any indirect, special, incidental, consequential, exemplary or punitive damages or costs of procurement of substitute goods or services arising out of or related to this Agreement, including but not limited to damages for lost data, revenue or profits, however caused and arising under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was

or should have been aware or advised of the possibility of such damage. In no event shall Company's aggregate liability arising out of or related to this Agreement exceed the net amount Company has received from Client under the specified Services applicable to such claim.

11) Marketing

- a. By default, Company adds Clients to Company marketing database based on legitimate interests in line with the Information Commissioner's Office guidance on B2B marketing under GDPR and PECR.
- b. Anyone receiving Company's marketing communications based upon Company's legitimate interests has the right to opt-out at any time.
- c. Each marketing communication sent by Company contains an unsubscribe link through which recipients may easily opt-out of receiving future communications.
- d. If a recipient does not wish to receive marketing communications from Company, they can click the unsubscribe link and follow the instructions to either unsubscribe their e-mail address or change their preferences.

12) Dispute Resolution

- a. **Disputes.** In the event of a dispute, Company and Client will firstly use their reasonable best efforts to resolve any dispute hereunder through good faith negotiations.
- b. Where a dispute arises, Company or Client must submit a written notice to the other party to whom such dispute pertains.
- c. Any such dispute that cannot be resolved within thirty (30) calendar days of receipt of such notice (or such other period to which Company and Client may agree) through good faith negotiations will be submitted to an arbitrator selected by mutual agreement of Company and Client.
- d. In the event that, within sixty (60) days of the written notice referred to in Section 12c, a single arbitrator has not been selected by mutual agreement of Company and Client, a panel of arbitrators (with each party to the dispute being entitled to select one arbitrator and, if necessary to prevent the possibility of deadlock, one additional arbitrator being selected by such arbitrators selected by the parties to the dispute) shall be selected by Company and Client.
- e. Except as otherwise provided herein or as Company and Client may otherwise agree, such arbitration will be conducted in accordance with UK Laws, which rules are deemed to be incorporated by reference into this Clause.
- f. The decision of the arbitrator or arbitrators, or of a majority thereof, as the case may be, made in writing will be final and binding upon Company and Client hereto as to

the questions submitted, and Company and Client will abide by and comply with such decision provided, however, the arbitrator or arbitrators, as the case may be, shall not be empowered to award punitive damages.

- g.** Unless the decision of the arbitrator or arbitrators, as the case may be, provides for a different allocation of costs and expenses determined by the arbitrators to be equitable under the circumstances, the prevailing party or parties in any arbitration will be entitled to recover all reasonable fees (including but not limited to legal fees) and expenses incurred by it or them in connection with such arbitration from the non-prevailing party or parties.
- h.** Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve Company or Client of their respective obligations under this agreement.

13) Data Handling and Privacy

- a.** For terms relating to data handling and privacy, please refer to the following link: <https://zoonou.com/privacy-notice/>

14) Miscellaneous

- a. Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.
- b. Health & Safety.** It is the responsibility of Client to alert Zoonou to any Health and Safety issues that arise affecting Zoonou's staff members should they be on-site at Client's premises. Contact should be made via Zoonou's main office phone number in the first instance, or info@zoonou.com email as a secondary option.
- c. Non-Solicitation.** Client acknowledges and agrees that the employees of Company who perform the Services are a valuable asset to Company and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Client shall not solicit, whether directly or indirectly, the employment of any Company employees without the prior written consent of Company. If Client violates this Section 13c, the parties agree that Client shall pay to Company a one-off lump sum equal to 75% of the employee's total yearly salary as liquidated damages. This sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by Company.
- d. Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person; (b) by first class registered mail, as appropriate posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement; (c) by email to

info@zoonou.com. Notices will be considered to have been given at the time of actual delivery in person, or four (4) business days after deposit in the mail, or via email as set forth above. Either party may change its address for notice by notice to the other party given in accordance with this Section.

- e. **Standard Working Hours.** Company office opening hours are Monday to Friday 09.00–17.30 UK time, excluding Public holidays and the Christmas holiday period. Out of Hours resource is subject to availability and is charged at time and a half the rates agreed in any SoW.
- f. **Minimum Bookings.** The following minimum booking increments apply:
 - i. Test Analyst: 1 day.
 - ii. Specialist Resource: 1 day.
 - iii. Project Lead: 1 hour.

Half days can only be booked as an additional requirement to projects of a day or more.

- g. **Location.** All services will be conducted at Company offices, unless otherwise agreed in writing between Company and Client.
- h. **Governing Law.** This Agreement shall be governed by the laws of England and Wales and the courts of England shall have the exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with this Agreement.
- i. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- j. **Severability.** If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.
- k. **Force Majeure.** Neither party shall be liable to the other party for failure to perform or for delay in performing its obligations under this Agreement where such failure or delay arises from circumstances beyond the reasonable control of the party concerned including, without limitation, an act of God; compliance with any law or governmental order rule, regulation, or direction; war; riot, civil commotion or

insurrection; armed conflict or terrorist attack; malicious damage; fire; flood; accident; explosion; fog; power failure; failure of utilities services and/or telecommunications lines or connections, theft; storm; breakdown of plant or machinery; default of suppliers or subcontractors; or strikes lock-outs or other industrial disputes (whether or not relating to that party's workforce). The inability for Client to meet financial obligations is expressly excluded.

l. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a written variation signed by both parties.

m. Execution. This Agreement may be executed and delivered by means of a web-based e-signing tool and the parties agree that such execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used. The parties by their duly authorised representatives have executed this Agreement as of the Effective Date.

On behalf of 'Client': Signature: _____ Name: _____ Job title: _____	On behalf of 'Company': Signature: _____ Name: _____ Job title: _____
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