



Service Provider Agreement

This Service Provider Agreement is made between

The Customer purchasing and utilizing the services and products of the Provider ("Company").
and

Jaam Automation Limited a company registered in England Number (registered number 11465546) whose registered address is at Kemp House, 160 City Road, London, EC1V 2NX ("Provider") each a "Party" and together the "Parties"

Whereas Company and Provider have agreed to enter into an agreement under which Provider will provide services ("the Services") to Company on the terms specified below and subject to the conditions of this Agreement.

Definitions of the terms used in this Agreement and any Schedule, Statement of Work or Addendum to this Agreement are as set out in Schedule 1 of this Agreement. Each Schedule, Statement of Work or Addendum to this Agreement is hereby incorporated and forms an integral part of this Agreement.

If there is any inconsistency between the provisions of any Schedule Statement of Work or Addendum and the provisions of the main body of this Agreement, the main body shall prevail to the extent of the inconsistency. If there is any inconsistency between a Schedule, Statement of Work or Addendum the provisions of the latest of such documents to be executed by the Parties shall prevail to the extent of the inconsistency.

This Agreement is structured so that the Parties will enter into individual Statement of Works. Statements of Work are governed by and subject to this Agreement. This Agreement does not commit Company to purchase any Services and, likewise, does not commit Provider to provide any Services. Company only becomes committed to purchasing, and Provider only becomes committed to providing any Services upon signature by both Parties of a Statement of Work in respect of such Services.

During the continuance of any Statement of Work entered into by the Parties pursuant to this Agreement, Provider shall supply and Company shall pay Provider's Charges for each Service at the rate or rates specified in such Statement of Work (as may be amended or supplemented from time to time in an Addendum).

The Parties may, at any time and from time to time, agree to the supply by Provider of Additional Services by executing additional Statement of Work or a Work Order in which event the provisions of this Agreement shall also apply.

Each of the Parties acknowledges that it has considered the entire Agreement and agrees that the limitations and

exclusions therein are reasonable in all the circumstances.

The Parties hereby agree as follows:

1. Definitions

- 1.1. In this Agreement (including the Schedules) the words and expressions listed in Schedule 1 Part 1 shall (unless the context otherwise requires) have the meanings set out therein and the provisions of Schedule 1 Part 2 shall apply to the interpretation of this Agreement.

2. Obligations of Provider

- 2.1. Provider will undertake its obligations as set out in this Agreement and act in accordance with its terms.
- 2.2. Provider warrants that it has full power and authority to enter into and perform its obligations under this Agreement.
- 2.3. Provider agrees that it will:
- 2.3.1. act in accordance with the terms of this Agreement from the Effective Date and shall continue to so act for the duration of this Agreement;
 - 2.3.2. achieve its obligations under this Agreement;
 - 2.3.3. perform its obligations under this Agreement diligently and efficiently using all reasonable care and skill;
 - 2.3.4. not act in any way which, in the reasonable opinion of Company, is prejudicial to Company's business or which may reflect adversely on the integrity, goodwill or reputation of Company;
 - 2.3.5. comply with any and all reasonable instructions which Company may from time to time give in connection with the performance of its obligations under this Agreement;
 - 2.3.6. at all times undertake their obligations under this Agreement in a timely, orderly and professional manner;
 - 2.3.7. provide such further information, in such detail and at such times as Company shall reasonably request, from time to time.
- 2.4. In the event that Provider delegates any of its obligations or responsibilities to any third party (whether arising under the terms of this Agreement or otherwise), Provider continues, without limitation, to be responsible for:
- 2.4.1. ensuring such delegated actions are performed properly by the party to whom it has been delegated; and
 - 2.4.2. for checking the work undertaken by the parties to whom the matter has been delegated and taking any follow up actions as may be required in relation to the same;
- and shall remain liable to Company as if it had undertaken those matters itself.

3. Obligations of Company

- 3.1. Company will pay Provider the fees as set out in any associated Statement of Works.
- 3.2. Company agrees that it will:
 - 3.2.1. act in accordance with the terms of this Agreement from the Effective Date and shall continue to so act for the duration of this Agreement;
 - 3.2.2. perform its obligations under this Agreement diligently and efficiently using reasonable care and skill;
 - 3.2.3. ensure that all staff engaged with Provider have been and are at all times fully and properly trained to perform the matters assigned to them;
 - 3.2.4. at all times undertake their obligations under this Agreement in a timely, orderly and professional manner;
 - 3.2.5. work with Provider in an open and cooperative way.

4. Duration

- 4.1. The terms and conditions of this Agreement shall commence on the Effective Date and shall continue unless and until terminated in accordance with Clause 11.

5. Service levels

- 5.1. The Services and Service Levels which shall be met by the Provider are set out in any associated Statement of Works.
- 5.2. Company and Provider may review and amend the Services from time to time. For the avoidance of doubt, any proposed amendments will be dealt with in accordance with the provisions of Clause 7.

6. Equipment, title and risk

- 6.1. Company shall not be obliged to provide any premises, computers, equipment, plant machinery, vehicles or other items, for use in the provision of the Services, and all such items required for the provision of the Services shall be provided from time to time by Provider. Where Company does provide equipment to Provider the title to such equipment and other tangible property supplied to Provider for the performance of the Services shall remain with Company.
- 6.2. In the event of Provider causes the damage or loss to any equipment or property belonging to Company, Provider shall be liable to Company for the replacement costs.
- 6.3. The Parties undertake to each other that they will not knowingly act or commit to act so as to invalidate or void any insurance policy held by the other or any claim that is to be made under them and will notify the other of any event, action or omission that may affect the insurances in any way.

7. Change control

- 7.1. At any time during the term of this Agreement, either Party may request or recommend additional Services or variations to the Services and/or either Party's obligations in relation to the same. In this event, the relevant Party shall provide the other with a reasonable opportunity to consider that request or recommendation prior to the date on which it wishes that request or recommendation to take effect.
- 7.2. No request or recommendation for additional services or a variation to the Services shall have any effect unless and until it is set out in writing and signed on behalf of both Provider and Company.

8. Data

- 8.1. Data shall at all times remain the property of Company. Provider undertakes that it shall not use the Data otherwise than for a purpose contemplated by this Agreement and undertakes to ensure any Data received by it will be retained in a safe and secure manner.
- 8.2. Both Company and Provider shall comply at all times with the Data Protection Act 2018 ("DPA") and with all relevant guidelines and guidance notes issued from time to time by the Data Protection Commissioner.

9. Intellectual property

- 9.1. Except as otherwise expressly stated, nothing in this Agreement shall assign, transfer to or vest in either Party any intellectual property rights owned by or licensed to the other Party. Each Party to this Agreement agrees not to use any trademark name or trademark owned by or licensed to the other Party without the prior written consent of the owner.
- 9.2. Provider agrees that Intellectual Property created by Provider exclusively for Company under this Agreement shall be owned by Company and shall be considered work made for hire by Provider for Company. Company shall own all rights in such Intellectual Property.
- 9.3. For the avoidance of doubt, where Provider creates intellectual property from the configuration of settings and templates in software products provided to Company under this Agreement, Company hereby grants to Provider a royalty free, non-exclusive licence to use the intellectual property for the purposes of delivering the same or similar services to other customers of Provider.

10. Software licenses

- 10.1. Where, for the provision of the Services, Company requires the use of Software, the Intellectual Property Rights in which are either owned by or licensed to Provider, Provider hereby grants Company a non-exclusive, non-transferable licence for Company, its employees, agents, contractors and authorised third party representatives to use the Software during the term of any Statement of Works.
- 10.2. Where the Software belongs to a third party who has licensed its use to Provider (including the right to sub-licence to Company) Company shall comply with any restrictions and/or obligations imposed on Provider by the third-party licensor, details of which will be contained in the relevant Statement of Work and/or Addendum or as may be notified in writing by Provider to Company from time to time;
- 10.3. Company shall be entitled to use the Software for its own internal business purposes and for those of any Group Undertaking.

11. Confidentiality

- 11.1. Provider shall treat as confidential all information obtained from Company in connection with the Services or as a result of this Agreement and shall not without the prior written agreement of Company at any time hereafter (save as required by law or any regulatory organisation with authority over it) disclose such information to any third party (other than those of its officers, employees advisers and agents whose responsibilities require them to know the same) or use it for any purposes other than for the performance of its obligations pursuant to this Agreement (unless such information is in the public domain or is already known to Provider otherwise than as a result of a breach of any duty of confidentiality owed in respect of such information).
- 11.2. No Party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter before, on or after the date hereof except as required by law or any competent regulatory body or with the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed.
- 11.3. Subject to Clause 10.2 no announcement of any kind shall be made by either Party in respect of the subject matter of this Agreement unless the same has been specifically agreed between the Parties.

12. Warranties

- 12.1. Provider warrants that it will provide the Services with all reasonable skill and care in accordance with the terms of this Agreement and generally accepted industry standards. In the event of breach of this warranty, subject to Company complying with the terms of this Agreement, Provider shall make good any failure to perform the Services arising from any failure of Provider, or any of its employees, agents or sub-contractors to comply with this warranty at no additional charge to Company.
- 12.2. Provider warrants that it has, and will continue to have, all necessary rights in and to materials made available by Provider to Company which is used to perform Provider's obligations under this Agreement and relevant Statement of Work.
- 12.3. In respect of any Software that Provider shall provide, Provider warrants and represents that:
- 12.3.1. the Software when properly used will provide the facilities and functions and perform in all material respects as described by Provider;
- 12.3.2. it has all rights, title and interest necessary to grant the Licence to the Software and perform this Agreement in accordance with its terms;
- 12.3.3. it has not knowingly introduced into the Software and has no reasonable cause to believe that the Software as delivered and installed contains any virus, code or data ("virus") which may cause any defect error malfunction or corruption to the system or any other software equipment or data and Provider has properly checked that the Software does not contain any virus using the latest anti-virus software in accordance with the product instructions for that software.
- 12.4. Provider's obligation and Company's exclusive remedy under the warranty given this clause is limited to:
- 12.4.1. Provider, at its own expense, using all reasonable endeavours to rectify any non-conformance with the warranty by repair (by way of a patch, work around, correction or otherwise) or, at

Provider's option, replacement of the Software or defective media in whole or in part; and/or,

12.4.2. damages in a sum not exceeding the total amount paid to Provider in the previous twelve (12) months under this Agreement.

12.5. Save as expressly set out in this Agreement, Company acknowledges that Provider makes no further warranties, undertakings or representations either express or implied in relation to the whole or part of the Services including, but not limited, to implied warranties, undertakings, representations, terms or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose and Company agrees that all such conditions, warranties, terms and undertakings or representations, express or implied, statutory or otherwise in respect of the provision or non-provision of the Services and any other services supplied hereunder are hereby expressly excluded to the fullest extent permitted by law.

12.6. Provider shall treat as confidential all information obtained from Company in connection with the Services or as a result of this Agreement and shall not without the prior written agreement of Company at any time hereafter (save as required by law or any regulatory organisation with authority over it) disclose such information to any third party (other than those of its officers, employees advisers and agents whose

13. Termination

13.1. Either Party may terminate this Agreement at any time by service of not less than one (1) month's written notice on the other Party (without incurring any additional liability in respect of such termination), save that where such notice is served whilst any related Statement of Work or Addendum is in progress. Subject to this clause, termination of this Agreement shall not take effect until the last expiry date, in respect of those related Statement of Work or Addendums. Subject to this clause, termination of an individual Statement of Work or Addendum shall not affect the continuation of this Agreement or any other Statement of Work or Addendum then in force..

13.2. Company shall be entitled to terminate this Agreement immediately on written notice to Provider if Company is concerned that Provider is acting in breach of its obligations under this Agreement and, Provider does not satisfy Company that it has not been acting in breach of such obligations.

13.3. Either Party shall be entitled to terminate this Agreement without prejudice to its other rights and remedies under this Agreement immediately by written notice to the other if:

13.3.1. the other Party commits any material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy this within thirty (30) days after receipt of a notice giving reasonable particulars of the breach and requiring it to be remedied

13.3.2. any of the following events occur to the other Party:

13.3.2.1. it has a petition presented against it or its assets for the appointment of an administrator which is not withdrawn within ten (10) business days; or

13.3.2.2. it has a receiver or administrative receiver appointed with respect to it or its assets; or

13.3.2.3. distress or execution is levied against any of its assets and is not paid or discharged within ten (10) business days or a judgement against it remains unsatisfied for more

than ten (10) business days; or

13.3.2.4. a winding-up petition is presented against it or a resolution passed for its winding-up (otherwise than for the purposes of amalgamation or reconstruction) which is not withdrawn within ten (10) business days; or

13.3.2.5. it suspends payment of its debts or is deemed unable to pay its debts under Section 123(2) of the Insolvency Act 1986; or

13.3.2.6. any event in a foreign jurisdiction analogous to, or comparable with, 12.3.2.1 to 12.3.2.5 above; or

13.3.2.7. it ceases to carry on business as a going concern or ceases to be in a position to perform its objectives under this Agreement.

13.4. For the avoidance of doubt, any breach by Provider of its obligations under this Agreement (including the Service Levels) which continues to a material extent and/or is persistently repeated for an aggregate period of ninety (90) days shall be deemed to be a material breach for the purposes of Clause 11.3.1.

14. Consequences of termination

14.1. The termination of this Agreement shall not affect any rights or obligations of either Party accrued prior to such termination.

14.2. Upon termination of the whole of this Agreement under any part of Clause 12 all records, reports, documents, files, correspondence and working papers relating to the provision of the Services shall be delivered to Company with five (5) working days; and

14.3. If the Agreement is terminated as a result of a breach by Provider of any of its obligations hereunder then Provider shall not be entitled to payment for Services beyond the date of the breach.

15. No partnership

15.1. Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the Parties.

15.2. The relationship of Provider to Company will be that of independent contractor and is not a contract of employment. Accordingly Provider shall be fully responsible for, and shall indemnify Company against, any and all claims arising out of or in connection with Providers employees, contractors and other personnel whether such claims relate to their employment status, tax, national insurance or otherwise.

15.3. Provider shall, throughout the term of the Agreement and for a period of 2 years after the end of the Agreement, maintain in place insurance arrangements covering its assets, risks, activities and liabilities that are appropriate in their amount of cover, scope and conditions to the nature and scale of the Provider's activities and the commitments it has undertaken.

16. Non solicitation

- 16.1. Each Party agrees that it shall not (except with the prior written consent of the other Party) during the term of this Agreement or for a period of twelve (12) months after its termination for whatever reason, solicit the services of any staff of the other Party either as principal, agent, employee, independent contractor or any other form of employment or engagement.

17. Severability

- 17.1. Each of the obligations contained in the clauses and sub-clauses of this Agreement shall be construed as separate and severable obligations but if at any time any one or more of the obligations is or becomes invalid illegal or unenforceable in any respect under law but would be valid if some part thereof were deleted or the period or area of application reduced such obligation shall apply with such modification as may be necessary to make it valid and effective and in any event the validity legality and enforceability of the remaining clauses and sub-clauses hereof shall not in any way be affected or impaired thereby.

18. Waiver

- 18.1. No waiver of any term, provision or condition of this Agreement shall be effective unless expressly made in writing and signed by both Parties.
- 18.2. No failure or delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

19. Whole agreement

- 19.1. It is acknowledged and agreed that this Agreement shall supersede all prior representations arrangements understandings and agreements between the Parties relating to the subject matter hereof and shall constitute the entire complete and exclusive agreement and understanding between the Parties hereto.
- 19.2. The Parties irrevocably and unconditionally waive any right they may have to claim damages for any misrepresentation, arrangement, understanding or agreement not contained in the Agreement or for any breach of any representation unless such misrepresentation or representation was made fraudulently;
- 19.3. It is further acknowledged and agreed that no representations arrangements understandings or agreements (whether written or oral) made by or on behalf of any of the other Parties have been relied upon other than those expressly set out or referred to this Agreement which includes the Schedules.

20. Force majeure

- 20.1. Neither Party shall be liable for delay in performing or failure to perform obligations under this Agreement if the delay or failure results from Force Majeure.
- 20.2. In the event of any delay or failure under this Agreement resulting from Force Majeure either Party may rely on the provisions of this clause for exemption from liability for non-performance, part performance, defective performance or delay and in the event that any such delay or failure continues for a period in excess of 30 consecutive days either Party shall have the right to terminate this Agreement with immediate effect.

21. Survival of terms

21.1. For the avoidance of doubt clauses 8, 9, 10, 11 and 12 shall survive termination of this Agreement.

22. Dispute resolution

22.1. If any dispute ("Dispute") arises in connection with this Agreement, then either Party may convene a meeting of their respective nominated representatives by serving not less than five (5) Business Days' notice on the other. At this meeting the representatives shall negotiate in good faith in order to resolve the Dispute.

22.2. If the nominated representatives cannot resolve the Dispute at the meeting, then either Party may refer the Dispute to the respective chief executives (or equivalent officers) of the Parties by serving notice on the other. Such persons shall co-operate in good faith, with a view to resolving the Dispute as amicably as possible within ten (10) Business Days of the service of such notice.

22.3. Any dispute arising out of or in connection with this Agreement that has not been resolved in accordance with this Clause 22.2 shall be referred to an arbitrator. Such arbitrator to be appointed by the Chartered Institute of Arbitrators. Any determination of the arbitrator shall be final and binding on the Parties. The costs of the arbitrator shall be borne by the Parties in such proportions as the arbitrator deems reasonable having regard to the conduct of the Parties.

22.4. Except where and to the extent clearly prevented by the Dispute, both Parties agree to continue performing their respective obligations under this Agreement while such Dispute is being resolved.

22.5. Notwithstanding the provisions of this Clause 22 either Party shall be entitled to commence proceedings for injunctive relief where appropriate for a breach by the other of its obligations under this Agreement.

23. Notices

23.1. Any notice or communication to be given under this Agreement shall be in writing and shall be delivered personally or sent by first class pre-paid or registered or recorded delivery post. Email is acceptable subject to receiving an acknowledgement of receipt.

23.1.1. legal notices for Company should be sent for the attention of the Operations Director

23.1.2. in the case of Provider for the attention of the Head of Strategy and Commercial or Finance Director

23.2. The notice shall be deemed to be given if delivered personally at the time of delivery, by email at the time of acknowledgement, or if sent by post 2 Business Days after the notice shall have been posted by the Sender.

23.3. In proving service it shall be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a first class pre-paid or registered or recorded delivery letter

23.4. For the avoidance of doubt, notices or communications given under this Agreement will not be accepted by facsimile. Service will only be accepted when undertaken so in accordance with the terms of clauses 21.1 to 21.3.

24. Compliance with laws

- 24.1. Both Parties shall comply with all applicable laws, rules, regulation and codes of practice in respect of all activities conducted under this Agreement.

25. Assignment

- 25.1. Neither Party may assign any rights under Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

26. Variation

- 26.1. No variation to this Agreement shall be effective unless in writing and signed by or on behalf of both of the Parties.

27. References to legislation

- 27.1. Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effected a substantive change to that provision.

28. Costs

- 28.1. Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and any on-going costs in relation to the performance of its obligations under this Agreement.

29. Governing law

- 29.1. This Agreement shall be governed by the laws of England and both parties agree to submit to the non-exclusive jurisdiction of the English Courts.

30. Counterparts

- 30.1. This Agreement may be executed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each Party has executed at least one counterpart.
- 30.2. Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

31. Rights of third parties

- 31.1. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Schedule 1

Part 1 - Definitions

"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for general interbank business in London;
"Company"	means Customer and any associated, subsidiary, undertaking or parent undertaking as defined by section 1162 of the Companies Act 2006;
"Complaint"	means any oral or written accusation or expression of grievance made by or on behalf of any person or body against Provider or Company or received by Provider or Company in relation to the Services;
"Confidential Information"	means all information of a confidential nature disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party to another party including, without limitation, any information relating to technology, products, operations, processes, plans or intentions, client information, product information, Intellectual Property Rights, market opportunities and business and financial affairs or other such information. For the purposes of this definition, "confidential nature" shall refer to information which is identified as confidential at the time of disclosure or would be considered to be confidential by a reasonable person based upon the nature of the information and the circumstances of disclosure;
"Data"	means any data belonging to Company that is processed or stored by Provider in relation to the performance of the Services. This can include, but is not limited to information about Company, employees or patients;
"Effective Date"	means the date as stated on page one of this Agreement;
"Services"	means the Services to be provided by Provider, more particularly set out in any associated Statement of Works, the minimum details of which are described in Schedule 2;
"Service Levels"	means the Service Levels to be met by Provider and Company when carrying out the Services.

Part 2 - Interpretation

In this Agreement (including the Schedules) unless the context otherwise requires:

1. The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
2. References to persons shall include trustees bodies corporate unincorporated associations partnerships states and governmental and administrative entities.

3. Save as herein expressly provided otherwise words and expressions defined in the Companies Act 2006 (as amended) shall where used herein have the meanings therein given to them.
4. References to clauses, sub-clauses, paragraphs, sub-paragraphs, schedules and appendices relate to the relevant provisions of this Agreement.
5. The headings of this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
6. Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted (whether before on or after the date hereof) and shall include all statutory instruments or orders from time to time made pursuant thereto.
7. All Appendices and referenced Schedules hereto shall form part of this Agreement and shall have the same full force and effect as though fully set out herein.

Schedule 2

Statement of Works submitted to Company by Provider shall contain the following information:

- Description of Services to be carried out
- Definitions specific to Statement of Works
- Terms specific to Statement of Works
- Charges & Payment terms
- Estimated start and completion dates
- Service levels associated with the Statement of Works