



MASTER SERVICES AGREEMENT

Parties

- (1) **Slalom Consulting Limited**, a limited liability company incorporated in the United Kingdom with registration number 8874662 and its registered office at 2 London Bridge, 2nd Floor East, London, SE1 9RA ("Slalom"); and
- (2) **[Insert Client's UK legal entity name as per Companies House website]**, a company incorporated in the United Kingdom with registration number **[Insert registration number from Companies House website]** and its registered office at **[Insert registered address per Companies House / change to place of business if relevant]** ("Client").

The parties agree as follows:

1. SERVICES AND PAYMENT

- 1.1. Client and Slalom, or any business units, divisions, subsidiaries, holding or parent companies or subsidiaries (collectively, "Affiliates") of Client or Slalom may enter into a statement of work pursuant to this Master Services Agreement ("Agreement") ("SOW"). Each SOW shall incorporate the terms set out in this Agreement and shall be a separate agreement between the parties thereto. For such purposes the terms "Slalom", "Client" and "party" as used in this main body of this Agreement mean such party or Affiliate of such party that executes the applicable SOW, and "parties" shall be construed accordingly, and "Agreement" means the relevant SOW unless the context otherwise dictates.
- 1.2. Slalom will provide consulting, technical or other professional services pursuant to each SOW entered into hereunder ("Services"). A SOW shall include a description of the Services, the compensation to be charged and paid for such Services and such other matters as the parties consider appropriate.
- 1.3. Slalom will invoice Client in Pounds Sterling for Services rendered in arrears (or as otherwise stated in the applicable SOW) and Client will pay each invoice in Pounds Sterling within thirty (30) days of its receipt. Client may withhold the portion of an invoice that it disputes in good faith if it provides written notice by the invoice due date describing in reasonable detail the basis for such withholding (the "Disputed Amount") and pays timely the undisputed portion of such invoice (the "Undisputed Amount Due"). The Disputed Amount shall be paid promptly following resolution of the dispute. If Client requires a purchase order, sales order or similar document prior to making any payment, such requirement shall in no way affect Client's obligation to pay any amounts due hereunder pursuant to the payment terms herein.
- 1.4. Client will pay interest at the rate of four percent (4%) per annum above the base rate of the Bank of England from time to time on the balance of the Undisputed Amount Due remaining unpaid after the due date. Client will also pay all reasonable costs incurred by Slalom to collect the Undisputed Amount Due, including reasonable legal fees, whether or not litigation is commenced.
- 1.5. Slalom is solely responsible for all expenses incurred in connection with its performance of the Services except for those expenses expressly authorised in a SOW or otherwise approved by Client in writing. Approved travel expenses shall be incurred in accordance with Client's disclosed written travel policies.
- 1.6. The fees payable by Client are exclusive of value added tax chargeable under English law for the time being and any similar additional sales, use, service, consumption or other such taxes (collectively, "VAT"). Client will pay all applicable VAT associated with Client's receipt of the Services.
- 1.7. Client shall make all payments without withholding or deduction of, or in respect of, any tax, levy, impost, duty, charge or fee unless required by law. If any such withholding or deduction is required, Client shall, when making

the payment to which the withholding or deduction relates, pay to Slalom such additional amount as will ensure that Slalom receives the same total amount that it would have received if no such withholding or deduction had been required.

- 1.8.** Slalom will maintain appropriate books and records concerning its performance of the Services under a SOW for twenty-four (24) months from the completion of such SOW. Client may review copies of such records upon reasonable notice and during Slalom's normal business hours.
- 1.9.** To facilitate Slalom's performance of the Services, Client will provide to Slalom such data, facilities, resources, documentation, assistance, cooperation and other information required to perform the Services and undertake such other tasks and responsibilities as may be set forth in the applicable SOW (collectively, "Client Responsibilities"). Slalom's delay or non-performance of the Services will be excused if and to the extent resulting from Client's delay or non-performance of the Client Responsibilities. Slalom shall inform Client of Client's non-performance and use commercially reasonable workaround efforts, provided that, if Slalom's workaround efforts would require additional Services, Slalom shall inform Client and Slalom's obligation to perform workarounds will be subject to the parties' execution of a Change Order.

2. DURATION AND TERMINATION

- 2.1.** This Agreement shall commence on the date when it has been signed by all the parties and shall terminate as provided in this clause 2.
- 2.2.** Unless different termination provisions are set forth in a SOW, Client may terminate this Agreement or reduce the scope or terminate any SOW at any time without liability, fee or penalty (except to pay for Services rendered prior to such termination) upon ten (10) days prior written notice to Slalom.
- 2.3.** Unless different termination provisions are set forth in a SOW, Slalom may terminate this Agreement without liability, fee or penalty upon ten (10) days prior written notice to Client if there is no then outstanding SOW.
- 2.4.** Either party may terminate any SOW and/or this Agreement if the other party is in default of any of its material obligations thereunder or under this Agreement (which includes non-payment of fees due) and such default is not cured within twenty (20) days after written notice thereof. Notwithstanding the foregoing, no cure period shall be required for a default that:
- (i) is deliberate;
 - (ii) in the reasonable opinion of the party seeking to terminate such SOW, cannot reasonably be cured; or
 - (iii) results in irreparable or continuing harm to the party seeking to terminate such SOW,
- and in each case termination shall be effective upon written notice of such default.
- 2.5.** If in either party's reasonable judgment there is a material change in the scope, duration, requirements, assumptions or Client Responsibilities described in a SOW, the parties shall negotiate an appropriate change order or SOW addendum in good faith and on commercially reasonable terms which shall be memorialised in a mutually executed change order or SOW addendum (collectively, "Change Order"). If the parties are unable to agree to a Change Order, then either party may, upon ten (10) days' prior written notice to the other party, terminate the applicable SOW.
- 2.6.** A party may terminate any SOW and/or this Agreement at any time upon written notice if:
- (i) the other party attempts to assign, novate, delegate or otherwise transfer or deal with their rights, benefits and/or obligations under the SOW or this Agreement without the terminating party's consent, except as otherwise permitted hereunder;
 - (ii) the other party enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction);
 - (iii) the other party becomes insolvent;
 - (iv) the other party ceases or threatens to cease to carry on business;
 - (v) the other party compounds or makes any voluntary arrangement with its creditors;
 - (vi) the other party is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator;
 - (vii) the other party is unable to pay its debts as they fall due;

- (viii) the other party has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or
- (ix) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 2.6(ii) to 2.6(viii) above (inclusive).

2.7. Upon termination or expiration of this Agreement or any SOW, Slalom shall cease performing all related Services, shall promptly invoice Client, and Client shall pay Slalom in accordance with clauses 1.3 and 1.4 of this Agreement for all Services rendered and expenses incurred prior to the effective date of such termination or expiration and any expenses necessarily and reasonably incurred by Slalom in terminating Client-approved obligations to third parties. Slalom shall refund to Client the unused portion of any pre-paid amount.

3. CONFIDENTIAL INFORMATION

3.1. If the parties have entered into a separate mutual non-disclosure agreement ("NDA"), then as between the NDA and this clause 3, the provisions that afford the disclosing party the greatest protection shall apply. In this Agreement, "Confidential Information" means all confidential information, material and data of a party or its Affiliates, including without limitation, research, proprietary information, ideas, techniques, work or authorship, models, inventions, know-how, processes, algorithms, software programs and source documents, development, equipment, sales information, products, pricing information, trade secrets, business plans, financial information, technical information, marketing methods and plans, customers, operations and systems of which the other party shall have gained knowledge in the course of or in connection with the performance of this Agreement.

3.2. During the term of this Agreement and for a period of five (5) years after its termination or expiration, neither party shall use, other than in connection with the provision or receipt of the Services, or disclose (and shall use its best endeavours to prevent such use, publication or disclosure) in any way or form and at any time to any person, firm or company any of the other party's or its Affiliates' Confidential Information, provided that a party may disclose such Confidential Information to:

- (i) anyone who this Agreement says the information may be disclosed to;
- (ii) those of its and its Affiliates' directors, officers or employees who need the information in order to enable the party concerned to carry out any of its obligations under this Agreement or exercise any of its rights under this Agreement;
- (iii) its and its Affiliates' auditors, lawyers or other professional advisors who are subject to confidentiality obligations consistent with the terms of this Agreement; and
- (iv) any temporary staff, contractors or consultants working for the party concerned, provided that disclosure of the information is necessary in order to enable the person to whom it is disclosed to carry out the work concerned.

Each party shall be responsible for ensuring that any person to whom information is disclosed by them complies with any conditions of confidentiality applying to the information concerned under this Agreement and shall be liable for the actions or omissions of each such person in relation to the Confidential Information as if they were the actions or omissions of that party.

3.3. The restrictions contained in clause 3.1 shall not apply to any information or knowledge to the extent that it:

- (i) is or comes within the public domain other than through breach of clause 3.1;
- (ii) that the party receiving the information already possesses in circumstances in which that party is free to disclose it to others;
- (iii) is obtained from a third party who is not known by the party receiving the information to have obligations of confidentiality regarding such information;
- (iv) is required to be disclosed by any court, tribunal, governmental or regulatory body with competent jurisdiction; or
- (v) is independently developed by the party without use of or reference to the other party's Confidential Information, as shown by documents and other competent evidence in the party's possession.

3.4. At the written request of the party to whom the Confidential Information relates, the other party shall promptly return or destroy the Confidential Information in its possession or under its control, provided that the other party shall be permitted to retain a back-up copy of such Confidential Information as reasonably necessary to exercise its rights and undertake its obligations that survive termination of this Agreement or as otherwise required by

law, rule, regulation or internal compliance policies, which retained Confidential Information shall continue to be subject to the provisions of this clause 3 notwithstanding the termination of this Agreement.

- 3.5. Any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

4. WARRANTIES

4.1. Slalom warrants that:

- (i) it will perform the Services in conformity in all material respects with the specifications set out in the applicable SOW ("Specifications");
- (ii) it will exercise reasonable care and skill in performing all Services, consistent with generally accepted industry standards and good commercial practices;
- (iii) it will perform the Services in compliance with all applicable legislation and regulations, and have obtained all necessary licences, consents and permissions to provide the Services;
- (iv) it will perform and satisfy all obligations that it owes to its employees and subcontractors and will remit all required payroll withholding payments to appropriate taxing authorities with respect to its employees; and
- (v) all materials it develops, creates or produces during the course of performing the Services and delivers pursuant to a SOW, including, without limitation, software, documentation, flow-charts, diagrams, specifications, reports and data (collectively, "Work"):
 - (i) shall be Slalom's original works of authorship, except as expressly set forth in the applicable SOW;
 - (ii) shall be delivered to Client free and clear of any claims, liens, or encumbrances; and
 - (iii) can be used by Client in the manner reasonably contemplated by the SOW.

4.2. Client warrants that:

- (i) it has the full power, authority and right to enter into and perform this Agreement; and
- (ii) it will comply with all applicable legislation and regulations, and maintain all necessary licences, consents and permissions, as required to enable Slalom to provide Services, including the use of all materials and equipment, insofar as such legislation and regulations, and licences, consents and permissions, relate to Client's or any of its Affiliate's business, premises, staff, materials or equipment.

- 4.3. The express warranties given in this Agreement are in lieu of all other terms, conditions, warranties or representations, express or implied, including that the Work will be error-free or run without interruption or for non-infringement or in relation to merchantability and fitness for a particular purpose, which are hereby excluded to the extent permitted by applicable law.

5. ACCEPTANCE

- 5.1. Unless different acceptance testing provisions are set forth in a SOW, upon completion of each phase of the Services, Client shall have ten (10) days (the "Acceptance Period") in which to accept or reject such Services and related Work.

- 5.2. If prior to expiration of the Acceptance Period, Client provides Slalom with notice specifying in reasonable detail the manner in which the Services or Work do not materially conform to the Specifications, Slalom shall have an additional fifteen (15) days, or such other period as otherwise agreed to or set forth in the SOW (the "Additional Testing Period"), to implement such changes as shall be reasonably required to bring the Services or Work in material conformity with the Specifications or to cure a breach of warranty pursuant to clauses 4.1 (i-ii).

- 5.3. Following the Additional Testing Period, Slalom shall notify Client of all corrections it made to the Services or Work and re-perform the Services or submit the revised Work to Client for Client's acceptance in accordance with this clause 5.

- 5.4. In the event the corrected Services or Work do not conform materially to the Specifications or to the warranties

set forth in clauses 4.1 (i-ii) after two re-work attempts, Client may, in its sole discretion:

- (i) accept the non-conforming Services or Work at a discount negotiated between the parties;
- (ii) require that Slalom make additional corrections to the Services or Work according to a schedule mutually agreed upon by the parties; or
- (iii) terminate the applicable SOW and receive a refund of all pre-paid amounts corresponding to the defective Services or Work and any other Services or Work rendered useless as a consequence of the defective Work.

5.5. Acceptance shall be deemed to have occurred following expiration of the Acceptance Period absent a written rejection delivered prior thereto.

6. OWNERSHIP

6.1. In this Agreement, “Intellectual Property Rights” means all copyright and related rights, patent rights, trade or service marks, logos, rights to inventions, design rights, rights in or relating to databases, rights in or relating to confidential information, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, know-how and any other intellectual property rights (registered or unregistered) throughout the world including all rights of reversion and rights to any applications and pending registrations and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world and the right to sue for and recover damages for past infringements. Subject to clause 6.2, and in consideration of Client’s payment of fees pursuant to this Agreement, Slalom hereby assigns (including by way of present and future rights) with full title guarantee to Client the entire legal and beneficial interest in the Work (excluding Slalom’s know-how, ideas, techniques, systems, models, templates, tools, generalised features of the structure, sequence and organisation of software, user interfaces, screen designs and similar items, and any enhancements made to the foregoing while performing Services (“Slalom Tools”) comprised within the Work), including any and all Intellectual Property Rights embodied therein, for any and all uses in any media without any compensation except as set forth in this Agreement, together with all accrued causes of action in respect thereof. Client shall have the right to adapt, change, revise, make derivative works of, delete from, add to, or rearrange the results and proceeds of the Work, and Slalom hereby irrevocably waives all its moral rights, rights of artistic integrity, rights of attribution or any similar law, doctrine or principle, however denominated, arising out of or in connection with the Work (excluding any Slalom Tools comprised within the Work) and all rights or forms of protection of equivalent or similar nature or effect which may exist throughout the world in so far as Slalom may lawfully do so, and agrees to procure the waiver of any such moral rights held by any third parties. Slalom shall do such further acts and execute such further documents as may be reasonably necessary for absolutely vesting full right, title and interest in and to the Work (excluding any Slalom Tools comprised within the Work) and all extensions and renewals thereof, in Client, such assistance to be provided at Client’s expense.

6.2. Slalom retains ownership of the Slalom Tools. In consideration of Client’s payment of fees pursuant to this Agreement, Slalom hereby grants Client a worldwide, perpetual, fully paid, royalty-free, and non-exclusive right and licence to use any Slalom Tool incorporated into the Work and required for its use as reasonably contemplated by the SOW.

6.3. Subject to the licence granted in clause 6.2 above, neither party has any right whatsoever in or to any Intellectual Property Rights of the other party.

6.4. Slalom may use within the scope of its business the general knowledge, skills and experience that are developed in the course of, or learned as a result of, the provision of Services (collectively, “Residuals”), and, for the avoidance of doubt, nothing shall restrict Slalom from developing work that is competitive with or similar to the Work for other clients, provided that the Residuals and such work shall not include any information that is the Client’s Confidential Information.

6.5. To the extent any of the Work is subject to Intellectual Property Rights or limitations that differ from those set forth herein (referred to herein as “Special Rights Works”), they shall be identified in the applicable SOW, which identification shall include the licence rights applicable to such Special Rights Works. By way of example, Special Rights Works might include Work developed by a Slalom subcontractor from which Client licences or plans to licence the subcontractor’s products or services (e.g., Client’s cloud provider or SaaS vendor). Client agrees to use

such Special Rights Works in compliance with the rights and licences set forth in the applicable SOW.

7. INDEMNITY

- 7.1.** Subject to clause 7.3, Slalom shall at its expense defend or settle any claim, suit, or proceeding brought against Client, its officers, directors, employees, members, managers, agents, legal representatives or Affiliates (each a "Client Indemnitee") by a person who is not a Client Indemnitee ("Claim") alleging that the Work infringes or misappropriates such claimant's patent, copyright or trade mark, and shall pay the final judgment amount awarded, or the agreed upon settlement amount, with respect to the Claim ("Loss") incurred or suffered by or awarded against Client Indemnitees. If a Loss is caused only in part by Slalom, then its liability hereunder shall be only such amount as is attributable to its fault.
- 7.2.** Subject to clause 7.3, if a Claim is made or Slalom considers it likely a Claim will be made, Slalom shall:
- (i) procure for Client the right to continue using the Work affected by the Claim; or
 - (ii) replace or modify the Work affected by the Claim to make it non-infringing, provided that the replacement or modification matches or exceeds the performance and functionality of the original Work.
- In the event that Slalom shall reasonably determine that neither (i) nor (ii) above is commercially reasonable, Client shall discontinue using the infringing Work and Slalom shall refund an equitable portion of the fees paid therefor.
- 7.3.** Slalom shall have no indemnity obligation or liability for any Claim arising from:
- (i) design, specification, instruction, software, data, or material not furnished by Slalom, including any of the foregoing furnished by or on behalf of Client;
 - (ii) use of the Work other than in the manner contemplated in the applicable SOW; or
 - (iii) any changes to or any combination of the Work with other material not made, provided, or expressly authorised by Slalom.
- 7.4.** Each party shall indemnify the other party from any loss, damage, claim, liability, cost and expense (including reasonable legal fees) suffered or incurred as a result of any claim or complaint brought against the indemnified party and/or its Affiliates by its or their own employees, individual contractors, consultants or other personnel ("Personnel") that arises in the course of the provision or receipt of the Services, or whilst such Personnel attend any site, premises, function or event of the indemnifying party or any of its Affiliates or their respective personnel, out of any act or omission of the indemnifying party's and/or any of its Affiliates' Personnel.
- 7.5.** To benefit from an indemnity under clause 7, the party seeking indemnification shall:
- (i) give the indemnifying party prompt written notice of the claim;
 - (ii) tender to the indemnifying party control of the defence and settlement of the claim;
 - (iii) not take any step involving any payment or admission of liability without the other Party's written consent; and
 - (iv) reasonably cooperate with the indemnifying party in defending or settling such claim.
- 7.6.** Subject to this clause 7, the indemnified party shall have the right to participate at its own expense in any claim using counsel of its own choice. The indemnifying party may not consent to any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, which may not be unreasonably withheld or delayed, provided that consent shall not be required if settlement provides for the unconditional and full release of the indemnified party in respect of such claim and does not diminish any of the indemnified party's rights under this Agreement or result in additional fees or charges to the indemnified party.

8. INSURANCE

Slalom will maintain commercial general liability insurance with limits of not less than £750,000 per occurrence and £1,500,000 general aggregate and professional liability (errors and omissions) insurance with general limits of not less than £3,750,000 each claim/aggregate. Slalom may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Slalom and Client. Upon request, Client shall be named as an additional insured under the commercial general policy and shall be provided with a certificate of insurance evidencing the required insurance. Slalom shall notify Client, no less than thirty (30) days in advance, of any cancellation or non-renewal of these insurances.

9. LIABILITY

- 9.1.** Nothing in this Agreement shall exclude a party's liability to the other party for:
- (i) death or personal injury caused by its negligence or that of its officers, employees, contractors or agents;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) failure to pay amounts due under this Agreement;
 - (iv) its deliberate default; or
 - (v) any other liability which may not be excluded by law.
- 9.2.** Subject to clause 9.1, neither party shall in any circumstances have any liability, whether direct or indirect or arising in contract, tort (including negligence) or otherwise, for any:
- (i) loss of profits;
 - (ii) loss of anticipated savings;
 - (iii) loss of business opportunity;
 - (iv) loss of goodwill;
 - (v) loss or corruption of data;
 - (vi) business interruption; or
 - (vii) special, indirect, consequential or pure economic loss, costs, damages, charge or expenses, even if the party was aware of the circumstances in which such loss could arise.
- 9.3.** Subject to clause 9.1, the total liability of either party in relation to each SOW, whether in in contract, tort (including negligence) or otherwise in connection with this Agreement, shall in no circumstances exceed the amount of fees stated in such SOW. The foregoing limitation shall not apply to any liability for breach of the confidentiality obligations under this Agreement, nor any liability under clause 7.

10. INDEPENDENT CONTRACTOR

- 10.1.** Slalom is an independent contractor and not a partner, employee, agent or joint-venturer of Client. Slalom shall have no authority, and will not represent that it has any authority, to enter into agreements on behalf of Client.
- 10.2.** Nothing in this Agreement shall constitute or be construed as constituting or establishing any partnership or joint venture between the parties for any purpose whatsoever.

11. PERSONNEL

- 11.1.** Slalom acknowledges that it and its Personnel are excluded from coverage under Client's profit sharing, pension, welfare benefit, bonus, incentive, discount stock purchase, and all other compensation and/or benefit plans provided for the benefit of Client's respective employees.
- 11.2.** Slalom shall be solely responsible for all taxes, withholdings, payments, reports, and other obligations regarding its Personnel required by law, including laws pertaining to social security, unemployment compensation, worker's compensation, and income tax withholding.
- 11.3.** The parties do not consider that the commencement of the provision of the Services shall constitute a "relevant transfer" pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006. However, if any person who is or was employed by Client or any third party which provided some or all of the Services to Client prior to the commencement of this Agreement or any SOW ("Previous Service Provider") claims or it is determined that his contract of employment has been transferred from Client or a Previous Service Provider to Slalom or claims that his employment would have so transferred had he not resigned, Slalom may terminate the employment of such person and Client will indemnify and fully reimburse Slalom against all direct or indirect actions, claims, demands, actions, proceedings and any award, compensation, damages, liabilities, tribunal awards, fine, costs, loss, order, penalty, disbursement, payment made by way of agreed settlement and costs and expenses reasonably and necessarily incurred in connection with a claim together with reasonable legal costs and expenses incurred by Slalom in defending any such claims arising out of, or liability relating to, such termination or in respect of any period of employment of such person.

11.4. Each party shall be responsible for the acts and omissions of its Personnel.

12. NON-SOLICITATION

During the term of a SOW and for twelve (12) months thereafter, neither party shall solicit for employment or contractor relationship any employee of the other party who was engaged in or became known to the other as a result of the performance of such SOW, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.

13. DATA SECURITY

Each party will comply with any applicable data protection and privacy legislation in force anywhere in the world. Further, and as applicable, Slalom shall:

- (i) establish and maintain appropriate administrative, technical and physical safeguards to protect the security, integrity, confidentiality and availability of any and all information obtained, recorded, held or stored, organised, adapted, altered, retrieved, disclosed, transmitted disseminated, made available, aligned, combined, blocked, erased, or destroyed by Slalom under this Agreement that relates to personal information of an identifiable individual, such as first and last name, social security number, other government-issued identifiers, date of birth, e-mail address, IP address, credit card number, financial account number, health information and medical records (collectively, "Data");
- (ii) protect against any actual or anticipated threats, hazards, viruses, unauthorised or unlawful access to, use of, or disclosure of, Data;
- (iii) maintain a history of access to and use of Data, including without limitation complete and accurate records of all handling and transmission of Data;
- (iv) within 72 hours notify Client of any actual or suspected breach of this clause 13, if any Data is or is suspected to be lost, stolen, corrupted, used or disclosed to any third party except in accordance with this Agreement (any of the foregoing defined as a "Data Event") and fully cooperate at its own expense with Client to investigate and resolve any such Data Event;
- (v) ensure that those to whom Slalom provides access to Data are aware of and comply with the provisions of this clause 13, and ensure that such persons are provided with appropriate and industry-standard data protection training;
- (vi) only allow access to Data via a secure file transfer system;
- (vii) delete or return all files containing Data when requested by Client, including, if available, any copies on any archival systems, back-up systems, data storage solutions or any recordation medium whatsoever; and
- (viii) maintain and, upon request, provide Client with a copy of, data privacy, security, and disaster recovery policies and procedures applicable to the Services, including security certification by a qualified third party (in the form of current SOC 2 standards).

14. DISPUTE RESOLUTION

- 14.1.** The parties will use their reasonable efforts to resolve any dispute, claim or controversy (a "Dispute") arising out of or relating to this Agreement through good faith negotiation in the spirit of mutual cooperation.
- 14.2.** Any party's project manager ("Notifying Party") may give the other party's project manager ("Notified Party") written notice of a Dispute (for this purpose, email notice is sufficient).
- 14.3.** Within fifteen (15) days after delivery of such notice, the Notified Party will submit to the Notifying Party a written response. The notice and the response will include a statement of the delivering party's position and a summary of arguments supporting that position and the names and titles of the persons representing the delivering party who will participate in such discussions.
- 14.4.** The persons involved in discussions shall include an executive who is at a higher level of management than the person with direct responsibility for administration of this Agreement.
- 14.5.** Within fifteen (15) days after delivery of the Notified Party's notice, the executives of both parties will confer at a mutually acceptable time and place to attempt to resolve the Dispute. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives

described above. Such closure shall not preclude continuing or later negotiations, if desired.

- 14.6.** All negotiations and documents exchanged pursuant to this clause are confidential and inadmissible for any purpose in any legal proceeding involving the parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- 14.7.** If the parties are unable to resolve the Dispute through negotiation, then the Dispute will be submitted to CEDR or its successor for non-binding mediation in London before a single mediator. The parties will cooperate with CEDR and with one another in selecting an independent mediator and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- 14.8.** Any Dispute that cannot be resolved through mediation, any action to collect Undisputed Amounts Due, and any Dispute with respect to which a party is claiming equitable relief, shall be brought in and finally resolved by the courts of England in accordance with clause **Error! Reference source not found..**

15. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable to the other party for delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. This provision shall in no way impair either party's right to terminate this Agreement under clause 2.

16. GOVERNING LAW AND JURISDICTION

- 16.1.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 16.2.** Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to determine any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.

17. GENERAL AND INTERPRETATION

- 17.1.** Neither party may assign any part or all of this Agreement, or delegate any of such party's rights or obligations under this Agreement, without the other party's prior written consent, which shall not be unreasonably withheld, provided, that, Client hereby consents to Slalom subcontracting all or part of the Services to an Affiliate of Slalom, and provided further, that, either party may, upon notice to the other party, assign this Agreement in connection with any merger, consolidation, reorganisation, sale of all or substantially all of its assets or any similar transaction, provided that such affiliate or successor in interest agrees to assume such party's obligations under this Agreement. Any attempt to assign or delegate in violation of this subclause is void in each instance.
- 17.2.** Notices under this Agreement are sufficient if given by a nationally recognised overnight courier service, certified mail (return receipt requested) or personal delivery to the relevant party's address stated at the start of this Agreement, marked Attn. Legal if to Slalom and copied by email to legal@slalom.com. Notice delivered pursuant to this clause is effective: when delivered personally, upon delivery; three (3) business days after sent by certified mail; or on the business day after sent by a courier service. A party may change its notice address by giving notice in accordance with this clause.
- 17.3.** If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable, it shall be deemed to be deleted, and the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 17.4.** A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

- 17.5.** The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.
- 17.6.** References to clauses are to the clauses of this Agreement. The clause headings of this Agreement are for convenience only and have no interpretive value.
- 17.7.** This Agreement and any SOW may be executed by the parties in one or more counterparts by manual or electronic signature or by use of one or more physical or electronic copies that are either physically delivered or electronically transmitted, all of which when taken together constitute one and the same original of the Agreement.
- 17.8.** Provisions of this Agreement which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purposes shall survive any such termination or expiration.
- 17.9.** No modification of this Agreement or any SOW is binding unless it is in writing and signed by Client and Slalom.
- 17.10.** It shall be a condition of this Agreement that, in pre-contract negotiations and in use of the Services granted under this Agreement, Client has and shall at all times comply with the terms of the Bribery Act 2010.
- 17.11.** No person shall have any right to enforce any term or condition of this Agreement or a SOW unless that person is a party to this Agreement or the relevant SOW (as applicable).
- 17.12.** In the event of any conflict or inconsistency between a provision in this Agreement and in a SOW, the provision in this Agreement will govern unless the SOW clearly intends to override the related provision in this Agreement, in which case such provision in the SOW shall apply but only with respect to that SOW. Terms included in a party's purchase order, sales order or similar document shall not apply to this Agreement or any SOW.
- 17.13.** This Agreement, together with each SOW and the NDA (if any), and any documents referred to in it, constitutes the complete and final agreement of the parties pertaining to its terms and the subject matter hereof, and supersedes the parties' prior arrangement, understanding or agreements between them relating to the Services.
- 17.14.** Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any condition, representation, warranty or term (whether made negligently or innocently and whether express or implied) that is not set out in this Agreement. Each party agrees that its only liability in respect of any conditions, representations, warranties and terms that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 17.15.** Unless the context otherwise requires:
- (i) a "subsidiary" or "holding company" is to be construed in accordance with Section 1159 of the Companies Act 2006 and "parent undertaking" or "subsidiary undertaking" is to be construed in accordance with Section 1162 of that Act;
 - (ii) words in the singular shall include the plural and vice versa;
 - (iii) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
 - (iv) a reference to one gender shall include a reference to the other genders;
 - (v) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - (vi) a reference to a "party" means a party to this Agreement and "parties" shall be construed accordingly;
 - (vii) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
 - (viii) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

This Agreement has been entered into on the last date stated below.

Client:

Slalom:

By: _____
(Signature)

(Signature)

Name: _____
(Print)

(Print)

Title: _____
(Print)

(Print)

Date: _____
