

SEMPRE ANALYTICS MASTER SERVICES AGREEMENT

This Agreement is the full and entire understanding and agreement between CUSTOMER and SEMPRE with respect to Services and it supersedes all prior negotiations, commitments and understandings, verbal or written, any purchase order issued by CUSTOMER. No amendment to this Agreement is effective unless it is in writing and signed by the duly authorised representatives of CUSTOMER and SEMPRE.

1.0 DEFINITIONS

- 1.1** "SEMPRE" means Sempre Analytics Limited of Oriel House, 26 The Quadrant, Richmond, TW9 1DL (Company Registration no: 07765434).
- 1.2** "CUSTOMER" means the party that the signed and countersigned Statement of Works states will acquire services from SEMPRE.
- 1.3** "Agreement" means this Sempre Analytics Master Services Agreement, and all referenced Terms & Conditions.
- 1.4** "Effective Date" means the Effective Dates as defined in the signed and countersigned Statement of Works.
- 1.5** "Services" means the consulting, training, support, education or other services provided to CUSTOMER by SEMPRE as described in the applicable Statement of Works.
- 1.6** "Sempre Resource" means resource provided by SEMPRE to deliver the Services. SEMPRE commit to performing the Services by utilising SEMPRE consultants, employees, subcontractors or agents who are suitably qualified.
- 1.7** "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purpose of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.8** "Supplier Technology" means all technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information owned by SEMPRE and used in the supply of the Services
- 1.9** "Customer Materials" means all data, software, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information owned by CUSTOMER or its licensor(s) and made available to SEMPRE in relation to the Services.
- 1.10** "Intellectual Property Rights" means all patents, trademarks, trade or business names, design rights, copyright, database rights, know-how and domain names (whether or not any of these is registered and including all applications for registration of any of them) and all other rights of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world.
- 1.11** "Personal Data" means any personally identifying information relating to living individuals or as otherwise defined by applicable data protection laws and other applicable regulation.
- 1.12** "Party" means a party to this Agreement or a Statement of Works as applicable.
- 1.13** "Statement of Works" means a document executed between SEMPRE and CUSTOMER. Each Statement of Works will, at a minimum, describe the scope of the project, the project schedule, the nature of the services to be provided and associated fees. Each such Statement of Works may be amended from time to time by mutual agreement of the Parties.
- 1.14** "Confidential Information" means all confidential and proprietary information of a either party to this Agreement or a Statement of Works ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), Customer Materials, the Services, the supplied technology, business and marketing plans, technology and technical information, screen and product designs and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 1.15** "Good Industry Standards" means a widely accepted and proven framework in which to deliver SEMPRE's services.

2.0 GENERAL

- 2.1 Relationship of the Parties.** This Agreement does not create a franchise, joint venture, agency, and fiduciary or employment relationship between the parties. CUSTOMER will not disclose any commercial details of the agreement to any third party without the prior consent of SEMPRES.
- 2.2 Escalation and Dispute Resolution.** Any dispute between the parties relating to this Agreement shall be referred for resolution in the first instance to the "Contact Person" of SEMPRES and the "Contact Person" of CUSTOMER and if not resolved within 14 days shall be referred to the Services Director of SEMPRES and the Project Director of CUSTOMER.
- 2.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the second business day after mailing. Notices served on SEMPRES shall be addressed to Services Director and sent to the address on the relevant Statement of Works with a copy to the company secretary at the same address. All email notifications should be sent to accounts@sempreanalytics.com. Notices served on CUSTOMER shall be addressed to the signatory, the "Contact Person" and company secretary and sent to the address on the relevant Statement of Works.
- 2.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 2.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 2.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 2.7 Governing Law.** This Agreement shall be governed exclusively by the laws of England and Wales
- 2.8 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Statement of Works executed hereunder, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.
- 2.9 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 2.10 Contact Names.** SEMPRES may use individual's names and addresses as may be provided to SEMPRES, within the SEMPRES group of companies world-wide, in order to perform its obligations under this Agreement.

3.0 RELATIONSHIP AND RESPONSIBILITIES

- 3.1 Independent Contractors.** Each Party will be and will act as an independent contractor and not as an agent or partner of, or joint venture with, the other Party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- 3.2 Services.** Using SEMPRES Resource, SEMPRES shall endeavour to fulfil the Services outlined and agreed in the applicable Statement of Works in accordance with the terms and conditions outlined in this Agreement.
- 3.3 Contact Person.** Each Party will appoint in writing an employee of such party to act as the "Contact Person" for all communication between the parties related to the Services. The Contact Person will be responsible for monitoring the status of the Services and will schedule regular meetings with both technical and management personnel of each party to review the status of the Services. Either party may change its Contact Person upon written notice to the other.
- 3.4 Change Control.** All deviations from the agreed Statement of Works will require the submission of a formal change request in writing to the Contact Person. All change requests will require (i) clear definition of the change request, (ii) approval from the appropriate CUSTOMER sponsor, (iii) agreement in writing from SEMPRES.
- 3.5 Data and Information.** CUSTOMER shall make available in a timely manner, at no charge to SEMPRES, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources required to complete the Services outlined in the applicable Statement of Works as required by SEMPRES. CUSTOMER will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data,

materials and information supplied by CUSTOMER except to the extent caused by Sempre's breach of contract, negligence, wilful default or other act or omission.

- 3.6 Non-solicitation.** For a period ending twelve (12) months after the completion of any Services neither party will directly or indirectly, solicit, or induce away from the other any employee or sub-contractor of the other who has provided or been in receipt of those Services. This will not apply with respects to individuals that respond to general solicitations (e.g., advertisements or internet job postings) which were not directly targeting such resources.
- 3.7 Location & Resources.** Unless otherwise specified in the applicable Statement of Works, SEMPRE reserves the right to use available office space and equipment (such as copiers, fax machines and modems) as SEMPRE reasonably requires to perform the Services at no charge. Services may/will take place at CUSTOMER site, SEMPRE's offices or at other locations. SEMPRE shall not be supervised by CUSTOMER but shall proceed to accomplish such Services in any professionally accepted manner deemed appropriate within the scope of this Agreement. CUSTOMER may, and is hereby authorised to, record and track Sempre Resources in connection with their access to CUSTOMER data and systems for security purposes.
- 3.8 Health & Safety.** If SEMPRE Resource carries out Services on CUSTOMER's premises SEMPRE shall procure that such Resource comply with all relevant health and safety and other requirements of CUSTOMER in relation to on-site personnel.

4.0 INTELLECTUAL PROPERTY RIGHTS

- 4.1** All Intellectual Property Rights in SEMPRE's Technology are reserved to SEMPRE and its licensors. SEMPRE hereby grants to CUSTOMER a non-exclusive license to use all SEMPRE Technology used in providing the Services for the purpose of receiving and using the Services.
- 4.2** All Intellectual Property Rights in Customer Materials are reserved to CUSTOMER or its licensors. CUSTOMER hereby grants to SEMPRE a limited non-exclusive licence to use Customer Materials provided by CUSTOMER under a Statement of Works for the purpose of providing the Services under that Statement of Works and for no other purpose.
- 4.3** Any developed materials, work-product or deliverables SEMPRE provides to CUSTOMER in connection with this Agreement or any related Statement of Works will be considered "works made for hire" and will become the sole and exclusive property of CUSTOMER; provided, however, derivative works of SEMPRE's pre-existing intellectual property ("Retained IP") will continue to be owned by SEMPRE. SEMPRE hereby grants CUSTOMER a non-exclusive, perpetual, worldwide, fully paid-up licence to make, have made, use, copy, maintain, modify, enhance, display, perform, distribute or create derivative works of Retained IP itself or through a third party for the benefit of CUSTOMER and its Affiliates.

5.0 CONFIDENTIAL INFORMATION

- 5.1 Confidentiality.** Except as expressly permitted below, the CUSTOMER and SEMPRE agree to protect and not to exploit or disclose or divulge any Confidential Information relating to the other party to any individual, firm, corporation or other entity, whether for the disclosing party's benefit or for any other reason, except with the Disclosing Party's prior written permission.
- 5.2 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.
- 5.3 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 5.4 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.
- 5.5 Data Protection.** SEMPRE shall, to the extent the Statement of Works requires SEMPRE to process Personal Data:
 - a. process Personal Data in accordance with this Agreement and CUSTOMER's instruction and applicable data protection laws and regulations;
 - b. take appropriate technical, organisational and security measures against unauthorised access to or unauthorised alteration, disclosure, destruction or loss of Personal Data;
 - c. take reasonable steps to ensure that SEMPRE Resources are aware of and are suitably trained in such technical, organisational and security measures;
 - d. maintain the security and integrity of the Personal Data.

6.0 WARRANTIES AND INDEMNIFICATION

- 6.1 Warranties.** Each party warrants that it has the legal power to enter into this Agreement. SEMPRE warrants that (i) it will provide the Services in accordance with Good Industry Standards; and (ii) the Services and Supplier Technology do not infringe any intellectual property rights of any third party.

- 6.2 **Indemnification by SEMPRE.** SEMPRE shall defend and hold CUSTOMER harmless against any claims, legal actions, losses, and other expenses arising out of or in connection with any claims that the provision by SEMPRE of the Services or the use of SEMPRE's Technology (as used within the scope of this Agreement and the applicable Statement of Works) infringes or violates any intellectual property right of any third party ("Claim") on the condition that CUSTOMER notifies SEMPRE promptly of the Claim and gives SEMPRE sole control of the defence and negotiations for its settlement or compromise.
- 6.3 **Indemnification by CUSTOMER.** Subject to this Agreement, CUSTOMER shall defend, indemnify and hold SEMPRE harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against SEMPRE by a third party alleging that any Customer Materials infringe the Intellectual Property Rights of a third party; provided, that SEMPRE (a) promptly gives written notice of the Claim to CUSTOMER; (b) gives CUSTOMER sole control of the defence and settlement of the Claim; and (c) provides to CUSTOMER, at CUSTOMER's cost, all reasonable assistance.
- 6.4 **Non-Compliance.** In the event that any of SEMPRE's work or deliverables are deemed deficient and/or non-compliant to CUSTOMER's previously established requirements and specifications, CUSTOMER agrees to make notification to SEMPRE of such deficiency and/or non-compliance within one hundred eighty (180) days of any go-live relating to such work or deliverable. CUSTOMER further agrees to provide a reasonable time period, not less than seven (7) calendar days, for SEMPRE to confirm the time required to correct any deficient or non-compliant work or deliverable which will commence once SEMPRE receives, understands and acknowledges the CUSTOMER's notice of deficiency.
- 6.5 **Rejected Work.** Should SEMPRE fail to remedy deficient or non-compliant work within the time frame established in this Agreement, CUSTOMER shall have the option to reject such work with written notice to the SEMPRE. Such notice shall relieve the CUSTOMER of any obligation to pay SEMPRE for the work so rejected and/or seek a refund if SEMPRE is unable to cure.

7.0 LIMITATION OF LIABILITY

- 7.1 The total liability of SEMPRE to CUSTOMER for any claim under this Agreement, whether arising by contract, tort, equity or misrepresentation, will not exceed, in total, the greater of:
- £50,000 or
 - The sum paid to SEMPRE by CUSTOMER under this Agreement for the Service which gives rise to the claim.
- 7.2 The foregoing limit does not apply to
- the indemnity given in Section 6.0
 - death or personal injury arising from negligence or for fraud or fraudulent misrepresentation of SEMPRE or
 - In respect of accidental loss of or damage to CUSTOMER's tangible property, to the extent caused by SEMPRE, its employees or subcontractors for which the financial limit is £2,000,000.

8.0 FEES AND PAYMENT

- 8.1 **Invoicing & Payment.** Unless otherwise stated in the Statement of Works, SEMPRE shall invoice CUSTOMER at the end of each month for Services completed. SEMPRE shall invoice CUSTOMER for all Services which will be payable by CUSTOMER within 30 days of receipt of a correct invoice. Unless otherwise stated in the Statement of Works all payments made under this Agreement shall be in pounds sterling.
- 8.2 **Purchase Order Numbers.** SEMPRE reserves the right to request payment for the services listed in line with the Purchase Order information provided. If CUSTOMER confirms that they do not wish to submit a specific Purchase Order for this agreement, a Purchase Order cannot be submitted at a later date; neither can payment be delayed for the purposes of requesting a Purchase Order.
- 8.3 **Estimates.** SEMPRE does not guarantee any estimates but will notify CUSTOMER as soon as practicable if an estimate will be exceeded.
- 8.4 **Overdue Payments.** Any amount payable by CUSTOMER to SEMPRE under this Agreement which has not been paid in accordance with the provisions of this Agreement will be subject to interest and compensation as per the Late Payment of Commercial Debts (interest) Act of 1998 from the date payment should have been received by SEMPRE, of 2% (two per cent) above the Bank of England Base Rate during the period of delay.
- 8.5 **Taxes.** Unless otherwise stated, SEMPRE's fees do not include any VAT or similar sales tax which will be invoiced and payable at the applicable rate.
- 8.6 **Suspension of Service.** If Customer's account is 60 days or more overdue (except with respect to charges then under reasonable and good faith dispute) and SEMPRE has given no less than 10 days written notice to CUSTOMER of SEMPRE's intent to suspend, in addition to any of its other rights or remedies, SEMPRE reserves the right to suspend the Service under the relevant Statement of Works without liability to SEMPRE, until such amounts are paid in full.
- 8.7 **Expenses.** All Expenses are subject to the prior written approval of CUSTOMER and will be charged at cost, except for mileage that is charged at 55p per mile. SEMPRE employees will look to provide CUSTOMER with the most cost-effective expense as is practical and feasible. Expenses shall be billed separately and are not included in the cost of consultancy, unless otherwise stated.

Where travelling to CUSTOMER's premises is likely to consume a significant amount of consulting time the consultant will stay locally in a hotel. Relevant receipts will accompany all out-of-pocket expense claims. All flights will be economy, except for flights greater than 6 hours, when business class flights will be used.

8.8 Cancellation Fees. CUSTOMER agrees that it shall pay a Cancellation Fee to SEMPRES, in the event that CUSTOMER cancels a confirmed consultancy booking without giving at least 10 working days written notice prior to each confirmed consultancy day, or prior to the first day of a block of consecutive consultancy days (the "Commencement Date"). The Cancellation Fee shall be calculated as follows:

- a. 0-2 Working Days before the Commencement Date: 100% of the value of the Consultancy days cancelled
- b. 3-5 Working Days before the Commencement Date: 50% of the value of the Consultancy days cancelled
- c. 6-10 Working Days before the Commencement Date: 25% of the value of the Consultancy days cancelled

9.0 MARKETING & PUBLICITY

The CUSTOMER will allow SEMPRES to use CUSTOMER's name and logo on their website, in presentations and on marketing collateral. Any further marketing or publicity activity will be agreed in writing with CUSTOMER in advance and will be at CUSTOMER's discretion. Marketing & publicity includes:

- 9.1 Press Release.** Upon completion of implementation services, SEMPRES may issue one press release, distribution costs paid by SEMPRES, to announce CUSTOMER's selection and implementation success. No financial or contract details will be included.
- 9.2 Case Study.** CUSTOMER will work with SEMPRES to create a case study describing how SEMPRES has benefited its operations. SEMPRES will pay all costs associated with creation and distribution of the case study. Creation and Distribution of the case study and an accompanying press release is subject to CUSTOMER's prior approval.
- 9.3 Reference Calls.** Subject to CUSTOMER's availability, CUSTOMER will participate in reference calls as reasonably requested by SEMPRES in advance.

10.0 TERM AND TERMINATION

10.1 Term. This Agreement will take effect on the Effective Date and will remain in effect, until terminated in accordance with 10.2 "Termination".

10.2 Termination.

- 10.2.1 Termination of this Agreement with Cause.** Either party may terminate this Agreement or a Statement of Works (i) upon 30 days written notice on a material breach by the other party which is not capable of remedy; (ii) upon 30 days written notice on a material breach by the other party which is capable of remedy but remains uncured at the expiration of such period; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or; (iv) if any event analogous to the foregoing occurs in relation to that other party in any jurisdiction.
- 10.2.2 Termination of this Agreement without Cause.** This Agreement may be terminated by either party without cause, upon at least thirty (30) days written notice, which termination will take effect upon completion of the last to be completed of the Services described in any outstanding Statement of Works or after 30 days, whichever is the longer.
- 10.2.3 Effect of Termination.** The provisions of Section 1.0 ("DEFINITIONS"), Section 2.0 ("GENERAL"), Section 4.0 ("INTELLECTUAL PROPERTY RIGHTS", Section 5.0 ("CONFIDENTIAL INFORMATION"), Section 6.0 ("WARRANTIES AND INDEMNIFICATION"), Section 7.0 ("LIMITATION OF LIABILITY"), Section 8.0 ("FEES AND PAYMENTS") and Section 10.0 ("TERM AND TERMINATION") will survive termination of this Agreement, regardless of the reason for termination.