

GCloud Data Services Support Agreement

This Support Services Agreement is made between:

- A. **Data Language (UK) Limited**, a company incorporated in England & Wales (registration number 09034780) whose registered office and principal place of business is Riverbridge House, Guildford Road, Leatherhead, Surrey, United Kingdom KT22 9AD (**'the Service Provider'**); and
- B. **GCloud Support Services customer [tbc]** (**'the Customer'**).

Separately a "Party" and together "the Parties";

The Service Provider agrees to supply and the Customer agrees to engage the Service Provider's Services on the following terms:

1. Nature of this Agreement

- 1.1. This is a Master Support Service Agreement, and defines the terms under which the Service Provider will undertake such Services for the Customer as may be agreed between the parties from time to time.
- 1.2. Entering this Agreement does not of itself oblige the Customer to offer any work to the Service Provider, nor for the Service Provider to provide or the Customer to accept or pay for any particular Service Provider services. Neither party wishes to create or imply any mutuality of obligation between themselves, either in the course of or between any performance of the services or during any notice period.
- 1.3. Where it is agreed between the parties that any Services are to be provided, a Schedule setting out the nature of the Services, the charging basis, and any other material terms will be produced by the Service Provider and provided to the Customer.
- 1.4. On receipt of a Schedule;
 - 1.4.1. if the Customer accepts its terms the Customer will promptly sign and return one copy to the Service Provider
 - 1.4.2. if the Customer does not accept its terms the Customer will promptly advise the Service Provider.
- 1.5. Upon a Schedule being signed by both parties it will become a contract binding on the parties.

- 1.6. A contract formed on the basis of a Schedule referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Customer is intended for the Customer's own administrative purposes only, and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 1.7. Any terms and conditions in such a Schedule referencing these terms that expressly supersede any conflicting terms and conditions in this agreement will only apply to the specific project(s) defined in such Schedules.
- 1.8. The parties acknowledge that their respective Affiliates may desire to enter into Schedules of works with the parties or their respective Affiliates pursuant to the terms and conditions of this agreement. The parties shall use reasonable efforts to ensure, to the extent possible under applicable local laws, that all relevant terms and conditions contained in this agreement shall apply to such Schedules of work and that they are entered into substantially in the form set out by the Service Provider. Nothing in this Agreement shall be construed as providing for any kind of joint responsibility of either of the parties jointly with their Affiliates for the performance by any of their Affiliate's obligations under a Schedule of work.
- 1.9. "Affiliate" means any entity which controls, is controlled by or is under common control with a party, and "control" means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.
- 1.10. Either party may request change to the nature or scope of Services covered by a Schedule. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties, following the Change Control process set out in Schedule no 1.
- 1.11. This Agreement is not exclusive:
 - 1.11.1. the Customer acknowledges that the Service Provider enters this Agreement in the course of its business of providing services to its customers, and the Service Provider is and remains at liberty to also provide services to third parties;
 - 1.11.2. and the Customer is and remains at liberty to engage services (including similar services) from third parties.

- 1.12. Furthermore, the Service Provider reserves the right to decline to provide any advice and assistance outside the scope of the Services as specified in Schedules agreed between the parties, even if the Service Provider may previously have provided such additional advice and assistance.

2. Services

- 2.1. The Service Provider will provide Services as agreed from time to time in Schedules, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 2.2. As an independent professional body, the Service Provider will not be subject to supervision direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services.
- 2.3. The Service Provider will maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance.
- 2.4. The Service Provider is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time. In the event that any of the Supplier's personnel are replaced, then such replacement personnel in respect of the Services shall be fully conversant and briefed by the Supplier in order that continuity of the Services hereunder is not delayed or disrupted. No additional charge will be made for any handover period, and the Service Provider remains responsible for defining the scope of any Services to be performed by a substitute, and in any event for all Services performed on its behalf.
- 2.5. Where the Service Provider's charges are on a time and materials basis, or where any individual who will provide Services is named in a Schedule (or the Customer has a reasonable expectation that the Services will primarily be provided by a specific individual), it is the Service Provider's responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged.
- 2.6. It is the Customer's responsibility to afford the Service Provider with such access, information and staff cooperation as the Service Provider may reasonably require for the proper performance of any Services; and for ensuring that all relevant Health and Safety policies, risks, information and relevant statutory compliance measures are disclosed to the Service Provider.
- 2.7. Service Provider acknowledges and accepts that the performance of its obligations in strict compliance with the agreed time schedule is an essential clause of this agreement and the respective Schedule of work

and that time is of the essence. If Service Provider anticipates any delay in its performance, it shall promptly inform Customer in writing the reason(s) for the delay, the expected duration of the delay and the remedies taken by Service Provider to cure the delay. Service Provider shall be liable for any and all damages incurred by Service Provider with regard to its failure to perform its obligations under the respective Schedule of work in a timely manner. Service Provider shall not be responsible for delays in the performance of its obligations due to causes beyond its reasonable control caused by third parties or Customer.

- 2.8. Standard of Care. All Services performed and deliverables pursuant to this agreement shall be in strict compliance with all applicable laws and regulation, the terms, obligations, representations, agreements and requirements set forth herein and in any applicable Schedules of work and shall be rendered in accordance with the highest professional industry standards, practices and procedures prevailing in Service Provider's industry.

3. Copyright and Intellectual Property Rights

- 3.1. 'Deliverable' means a work produced by the Service Provider in the course of Services for delivery to the Customer. All Deliverables, including without limitation all tools, designs, techniques, know-how, concepts, processes, models or systems, technology, prototypes, research designs, sampling methods, methods of processing or questioning, systems of analysis, computer software, computer code, questionnaire forms, questions, algorithms, reports, websites, and/or any other information, content and/or materials, created, developed and/or produced by Service Provider for Customer shall be deemed to have been created at the instigation and under the direction of Customer and in accordance with Service Provider's duties collectively covered under the Schedule of work, shall be the sole and exclusive property of Customer. Customer shall be the sole owner of all the rights, including copyrights, to such works in any form, regardless of the stage of completion and in all fields of use known or hereafter existing, other than Third Party Rights. Customer may transfer such works or use the works for any purpose without further payment to the Service Provider. Service Provider acknowledges and agrees that it will disclose and deliver to Customer all works regardless of the stage of completion of the works. To ensure Customer's full and complete ownership of all right, title and interest in and to all works, Service Provider hereby assigns and agrees to cause its employees and contractors to assign its entire right, title, and interest, including but not limited to all Intellectual Property Rights in or appurtenant to any of the foregoing, in all such works to Customer. "Intellectual Property Rights" shall mean all patent rights, copyrights, trademark rights, service mark rights, trade secret rights, moral rights,

publicity rights, rights of privacy, and other similar proprietary rights of any type, as they may now or hereafter exist, anywhere in the world.

- 3.2. All Pre-Existing Works of a Party shall remain the property of that Party. Nothing contained in this Agreement shall affect the absolute and unfettered rights of a Party in all inventions, discoveries and Intellectual Property contained in its Pre –Existing Works. Where pre-existing works of the Service Provider are incorporated in any Deliverable, the Customer has non-exclusive irrevocable world-wide royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Customer upon payment of all fees due to the Service Provider, which relate to that Deliverable; and the Service Provider will execute a formal assignment thereof on request by the Customer.
- 3.3. To the extent an assignment is not permitted by applicable copyright laws, Service Provider shall grant Customer and Customer's Affiliates an exclusive, transferable, indefinite, territorially unlimited license in all non-pre-existing works. The Customer shall not pay any separate compensation for such works or licence. The licence includes the right to rework, to multiply, to change and extend the results and use the hereby created results in the same way as the granted rights into the original results. Furthermore this includes a distribution right and the right to sub-licence. The Customer shall have an exclusive right to any rights in inventions created in performance of any Schedule of work under this Agreement.
- 3.4. The Service Provider will indemnify the Customer against infringement of third party rights by a Deliverable, provided that the Customer notifies the Service Provider of any relevant third party rights promptly on such rights becoming known to or suspected by the Customer.
- 3.5. Nothing shall prevent the Service Provider from using techniques, ideas, and other know-how gained during the performance of Services under this Agreement in the furtherance of its own business, to the extent that such does not result in disclosure or abuse of confidential information in breach hereof, or any infringement of any Intellectual Property Rights of the Customer.

4. Charges and Payment

- 4.1. Estimates are subject to change if based on incorrect information provided by the Customer, or if any specified dependencies / facilities are not available on time, or if any equipment required to be provided by the Customer fails to operate correctly (save where the engagement itself is for the repair thereof).

- 4.2. All sums due shall be invoiced and paid as specified in the applicable Schedule. The Customer shall pay undisputed amounts within 45 (45) days of receipt of invoice. In the event that Customer disputes any invoice, whether in whole or in part, Customer will provide Service Provider with notice of such dispute and the parties shall work together in good-faith to resolve any such dispute. Unless otherwise specified, where payment is on a time and materials basis the Service Provider may invoice monthly.
- 4.3. If any of the Service Provider's invoices becomes overdue, the Service Provider may suspend provision of Services, and any agreed timescale will be automatically extended; the Service Provider may also terminate this Agreement and any current Schedule for material breach whilst any payment is more than 15 days overdue.
- 4.4. Should any payments be in genuine dispute the Service Provider shall complete the current Schedule and no further Schedules shall be submitted or completed until the dispute is resolved. If the dispute cannot be resolved within one month of being raised then this Agreement shall be terminated by mutual agreement. Should the dispute be resolved within that period then the parties agree to enter into good faith discussions regarding whether to continue or terminate the Agreement by mutual agreement. This clause shall not affect either parties' rights under clause 6 of this Agreement.
- 4.5. If Customer becomes dissatisfied with any deliverable or Service Provider personnel providing the services, Customer shall notify Service Provider of the details of its dissatisfaction, and the parties shall work together in good-faith to remedy the problem as soon as reasonably possible.
- 4.6. Service Provider reserves the right to increase the Fees on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index.

5. Publicity and Press Releases

- 5.1. Customer consents to Service Provider's use of its name and logo for the purposes of press releases and Service Provider's Customer list (which may be published on its website, and in hard copy materials, or displayed in Service Provider facilities); provided, however that Customer's written approval is required on all press releases, press discussions content.

6. Liability

The Service Provider is not liable for any loss or damage in excess of the higher of (i) £100,000, and (ii) 125% of the total sums payable under a Schedule, except where it may not lawfully exclude or limit liability. Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

7. Termination

- 7.1. Either party may terminate this Agreement at any time when there is no current Schedule, by immediate written notice.
- 7.2. Either party may terminate this Agreement and any current Schedule at any time if the other is in material breach or if the other becomes insolvent, by immediate written notice.
- 7.3. Any rights or obligations of a continuing nature shall survive termination.

8. Force Majeure

If either party is obstructed in performing any of its obligations under a Schedule by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 30 days, either party may terminate that Schedule by immediate written notice.

9. Staff obligations and third party rights

- 9.1. Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. No person providing Services is expected or required to integrate into the Customer's business organisation or employed workforce. Neither party seconds its employees or any of them to the other, nor is it the intention of either party to have or create an employee/employer relationship with the other. Each party will indemnify the other against any claims brought by or in relation to its own employees; whether such claims relate to employment, tax, national insurance, or otherwise.
- 9.2. Licence to Third Party Property. Service Provider shall specify in each Schedule of work any third-party products or materials to be incorporated into or provided as a Deliverable (under "Third Party Property"). Service Provider shall be responsible for securing all authorisations, consents and/or licences required from third parties for Customer's use, copying, performing, displaying, modifying, and creating derivative works of any Third Party Property, and for paying all fees in connection therewith. For any such Third Party Property, Service

Provider shall, upon request, provide Customer with a copy of any such licence.

9.3. In this term, 'employees' includes, so far as the context permits:

9.3.1. in the case of an LLP or partnership, its partners and employees

9.3.2. in the case of a company, its officers and employees.

10. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret, and on termination (or sooner if required) will at the option of the owner thereof return or destroy such confidential information. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

Data Protection. Service Provider shall comply with the rules and obligations of the applicable data protection provisions in the countries the services are delivered

9. Notices

Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery to the address of the other and shall be deemed to be served 2 days following the date of posting.

10. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.

11. Signatories

On behalf of the **Customer** by

On behalf of the **Service Provider** by

(Authorised Signatory)

(Authorised Signatory)

Name:

Name:

Title:

Title:

Date:

Date: