

Master Services Agreement

Between Adaptavist UK Services Ltd and Client Name

Document: MSA-[Client]-001-YYYY-MM

Schedule - Terms and Conditions

This Schedule is the set of general terms and conditions for Adaptavist professional & consulting services, including managed services.

1 Parties

This Master Services Agreement (the “Agreement”) is made between:

1.1 Adaptavist UK Services LTD (Company No. 10658755) with its registered office situated at Adaptavist, 25 Wilton Road, Victoria, London, United Kingdom, SW1V 1LW ("Adaptavist"); and

1.2 the client whose details are set out in "Schedule - Details for Agreement." ("Client").

(collectively referred to as the “Parties” and individually a “Party”)

2 Definitions

2.1 Unless the context clearly indicates otherwise, the following capitalised terms used in the Agreement shall have the following meaning:

2.1.1 Acceptance: means the earlier of:

- i. all Acceptance Criteria related to a Deliverable and/or Services has been met; or
- ii. the use of a Deliverable by the Client in the normal course of business; or
- iii. five (5) Business Days after completion and delivery of a Deliverable to the Client, provided that the Client has provided no written complaint regarding the Deliverable to Adaptavist; or
- iv. the signing of an Adaptavist acceptance form by the Client;

2.1.2 Acceptance Criteria: means a list of criteria that will be specifically set out in a Statement of Work ("SOW") with which a Deliverable and/or Services must comply for Acceptance.

2.1.3 Affiliate(s): For the purposes of the Agreement, 'Affiliate(s)' shall mean, with respect to any Party, any entity, directly or indirectly, controlling, controlled by or under common control with such Party.

2.1.4 Agreed Specification: means the specification for Services and/or Deliverables set out in an applicable SOW.

2.1.5 Agreement: means this document in its entirety, including all schedules and attachments.

2.1.6 Applicable Data Protection Legislation: means any applicable laws relating to the Processing, privacy and/or use of Personal Data, as binding on either Party, which may include (and each only to the extent applicable) EU Data Protection Legislation ("GDPR"), the UK Data Protection Legislation ("UK GDPR"), the California Consumer Privacy Act 2020 and all other legislation and regulatory requirements in force from time to time, within any country and which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by a Regulator.

2.1.7 Background Intellectual Property Rights ("BIPR"): means any Intellectual Property Rights belonging to a Party prior to the date of the Agreement or developed independently of the work performed in the Agreement.

2.1.8 Business Day: means a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

2.1.9 Defect: means an error in a Deliverable that causes it to fail to operate substantially in accordance with the Acceptance Criteria.

2.1.10 Deliverable: means anything delivered or to be delivered under the Agreement, which is listed in a SOW as a Deliverable, including but not limited to any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, documentation, or other works created or supplied by Adaptavist in the course of providing the Services. This can also mean (i) software in machine-readable object code form developed specifically for the Client by Adaptavist as a result of the Services; or (ii) any scripts or other code developed by Adaptavist for the Client, and specifically designed to deliver the Services.

2.1.11 Earliest Termination Date: means the earliest date that a schedule may be terminated.

2.1.12 Effective Date: means the effective date of the Agreement, as the context provides.

2.1.13 Expiration Date: means the expiration date of the Agreement, as the context provides.

2.1.14 Fixed Price contract: means a contract where the contract fee is fixed and not subject to any adjustment on the basis of Adaptavist's or any of its suppliers' costs (such as reduced or increased effort or expenses) in the performance of the contract, unless by mutual written agreement between the Parties, for example due to a change of scope or timeline.

2.1.15 Group: means each of the Parties, their subsidiaries ('Subsidiaries'), their affiliates ('Affiliates') and any holding company ('Holding Company'), where Subsidiaries and Affiliates are under the control of the Holding Company and "control" shall mean the legal ability, whether directly or indirectly, to direct the affairs of Subsidiaries and Affiliates by means of ownership, contract, or otherwise.

2.1.16 Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade secrets, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (defined in the clause entitled "Intellectual Property Rights and Confidential Information") and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

2.1.17 Order Form: means the applicable Adaptavist ordering document for Services to be agreed between the Parties that references or includes these terms and conditions and which details the Services, the fees and any other obligations in relation to provision of the Services. Each Order Form shall constitute a separate and independent contract, binding and obliging the parties. Each Order Form shall be deemed to incorporate these terms and conditions, unless expressly agreed otherwise by both parties in the relevant Order Form.

2.1.18 Payment Terms: means payment terms as defined in the applicable SOW and "Payment for Services and Invoicing" clause of this Schedule.

2.1.19 Regulator: any and all governmental or regulatory bodies responsible for regulation of the use of Personal Data including without limitation the ICO in the UK or any EU Supervisory Authority, as applicable.

2.1.20 Services: means the services provided to Client as described in an applicable SOW.

2.1.21 Staff: means all persons employed by either Party, as the context permits, to perform its obligations under the Agreement including that Party's employees, employees of Party affiliates, directors, representatives, officers, partners, agents, suppliers, subcontractors and contractors used in the performance of its obligations under the Agreement.

2.1.22 System: means the Client's hardware, software and network environment.

2.1.23 Time and Materials: means that Adaptavist will invoice for a defined period of time that it spends providing Services for the Client, as defined in an applicable SOW, in addition to any additional materials

required.

2.1.24 Working Day: means eight (8) hours of working time.

2.2 In the context of the Agreement, the following rules apply:

2.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.2 A reference to a Party includes its personal representatives, successors or permitted assigns;

2.2.3 The headings in the Agreement are inserted for convenience only and will not affect its construction;

2.2.4 A reference to a particular law is a reference to it as it is in force as of the Effective Date of the Agreement, taking account of any amendment, extension, or re-enactment, and including any subordinate legislation made under it as of the Effective Date of the Agreement;

2.2.5 Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;

2.2.6 The schedules to the Agreement form part of (and are incorporated into) the Agreement; and

2.2.7 A reference to writing or written means text form and includes faxes and e-mails, and hardcopy deliveries to the addresses of the Parties specified in the Agreement.

3 Provision of Services

3.1 Adaptavist will provide Client with the Services in a professional manner. Adaptavist will provide the Services as described in the applicable SOW.

3.2 Adaptavist will co-operate with Client in providing the Services and comply with all reasonable instructions from Client within the scope of the Agreement.

3.3 Adaptavist does not warrant that Client's use of the Services will be uninterrupted or error free.

3.4 Adaptavist does not warrant or guarantee that it will be able to rectify all Defects.

3.5 Any unauthorized modifications or use of the Deliverables or Services by, or on behalf of, the Client will render all Adaptavist's warranties and obligations under the Agreement null and void.

3.6 End User License Agreements (EULAs): Client grants Adaptavist express authority to accept any 'End User License Agreement' (EULA) relating to software that Client authorizes Adaptavist to install or upgrade on Client's behalf (for example, during the course of providing Services to Client). Adaptavist will inform Client prior to accepting any such EULA in order to enable Client to review and approve the terms before proceeding.

Working at Client Premises

3.7 If Client requires Adaptavist to work at its premises, Client must provide suitable office space and resources for Adaptavist Staff. Upon request, Adaptavist will provide the names of Staff prior to attending Client's premises and will comply with any reasonable security provisions, health and safety compliance or checks that Client may require.

4 Regarding Outsourcing

4.1 Except where detailed under the terms of an applicable SOW, if Adaptavist needs to outsource work to a third

party outside of Staff, Adaptavist will obtain Client's permission to do so first. Adaptavist will ensure that any third party contracted by Adaptavist in connection with the Agreement will respect Client's Intellectual Property Rights and Confidentiality as described in the Agreement and that, if requested, they will sign an agreement containing such obligations that are no less onerous than the obligations contained in the Agreement. Adaptavist will remain responsible for the delivery of Services.

- 4.2 Client gives Adaptavist, at its sole discretion, express authority to use consultants from the Affiliates of Adaptavist to provide Services; Adaptavist will remain responsible for any Services provided from Affiliates of Adaptavist.

5 Insurance

Adaptavist throughout the term of the Agreement, and for one (1) subsequent year, will maintain insurance coverage as set forth below. If requested in writing by Client, Adaptavist will provide documentation evidencing its insurance coverage.

Insurance coverage levels:

1. Public Liability policy covering supplier's legal liability to pay damages for injury to third parties and/or third-party property damage with a limit of £1,000,000 each and every occurrence.
2. Employers Liability policy covering supplier's legal liability to pay damages for death, bodily injury or disease sustained by persons under employment/apprenticeship with the supplier, happening during the course of their employment. Limited to £5,000,000 each and every occurrence.
3. Professional Indemnity to pay claimant's costs and expenses in respect of any claim arising from professional liability caused by error, omission or negligence with a limit of £1,000,00 in the aggregate.
4. Cyber Insurance limited to £1,000,000 in the aggregate

6 Representations

- 6.1 Each Party warrants and represents that:

6.1.1 it has full capacity and all necessary consents to enter into and perform its obligations under the Agreement and that the Agreement is executed by a duly authorised representative of that Party;

6.1.2 that it has not been induced to enter into any documents by, nor relied upon, any representation or warranty other than the representations and/or warranties contained in the Agreement;

6.1.3 in entering the Agreement, it has not committed any fraud; and

6.1.4 other than where expressly stated, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

7 Client Responsibilities

- 7.1 Adaptavist may make requests for Client to perform certain necessary actions to allow Adaptavist to carry out its responsibilities in accordance with the Agreement. Adaptavist may also ask Client to refrain from action that may impede Adaptavist's ability to carry out its responsibilities in accordance with the Agreement. These forms of requests are referred to as "Requests." Prior to the execution of any Services, Adaptavist will submit a list of assumptions, in the applicable SOW, to be agreed by the Parties, which shall detail Requests necessary to carry out Adaptavist's responsibilities in accordance with the applicable SOW. Adaptavist will also notify Client of additional Requests if they arise during the course of work.
- 7.2 In the event that Client does not respond to any such Request Adaptavist makes within five (5) Business Days of the Request and Client does not provide Adaptavist with any requested information or permission or take any action that is needed, or if Client is unable to meet any Request for any reason (other than for any reason

directly arising from an action or inaction by Adaptavist), then Client accepts that the provision of Services in a timely manner by Adaptavist may be adversely affected. Adaptavist will not be liable for any adverse effects or consequences directly or indirectly arising out of such circumstances.

- 7.3 Any impacts such as additional effort which is caused by delays resulting from the Client's inability or failure to respond to Requests in a timely manner may, at Adaptavist's discretion, be charged to the Client at the rate of the Fees as specified in the SOW, and an amendment to the SOW will be executed between the Parties.

Changes to the Software

- 7.4 If Client makes any changes to any part of its Systems that are relevant to the Services, then Client is required to advise Adaptavist about such changes beforehand, so that Adaptavist is not affected in any way in providing the Services in accordance with the terms of the Agreement or the applicable SOW.
- 7.5 In the event that Client makes such changes without agreeing with Adaptavist in advance, then Adaptavist is not responsible for such changes and any liability arising directly or indirectly from such changes, or for any inability to perform the Services arising from such changes, is expressly excluded.

8 Privacy and Data Handling

- 8.1 For the purposes of this Clause "Privacy and Data Handling," the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Special Categories of Personal Data" shall have the meanings given to them in the Applicable Data Protection Legislation, and their cognate terms shall be construed accordingly. Where these defined terms do not have application under the Applicable Data Protection Laws, the Parties' obligations will be interpreted to align as closely as possible with the scope of those roles and concepts under the GDPR while still fully complying with the Applicable Data Protection Legislation.
- 8.2 Adaptavist will comply with its obligations including any notification requirements under the Applicable Data Protection Legislation during the period of the Agreement, and both Parties will duly observe all their obligations under the Applicable Data Protection Legislation which arise in connection with the Agreement.
- 8.3 All data will be held in compliance with the Information Technology Security Policy of Adaptavist as set out here: Adaptavist will provide adequate protection against breach of confidentiality, integrity and availability for all official information handled by IT systems within Adaptavist and will comply with Applicable Data Protection Legislation. This protection will be commensurate with the risks and the type of information handled and will be consistent with corporate instructions and guidance.

8.3.1 Upon request, Adaptavist will provide a copy of its SOC2 Type I attestation and its ISO 27001 certification. Adaptavist undertakes to implement these standards and recommendations which are appropriate to the business of Adaptavist in a consistent, timely and cost-effective manner.

- 8.4 The Parties agree that Adaptavist is the Data Processor who shall process Personal Data in connection with and in accordance with the Agreement and any ancillary document. The Client will remain as Data Controller in respect of such Personal Data. Each Party shall comply with all Applicable Data Protection Legislation. For the purpose of providing the Services, Adaptavist shall:

8.4.1 Immediately inform Client if it believes that Client's instructions infringe the Applicable Data Protection Legislation;

8.4.2 Have in place at all times throughout the terms of the Agreement appropriate technical and organisational security measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;

8.4.3 Not disclose the Personal Data to any third party (other than those authorised under the Agreement) without the prior written consent of Client;

8.4.4 Ensure that only Adaptavist's personnel with a business need shall have access to Personal Data and that such personnel (i) treat Personal Data as Confidential Information; and (ii) receive appropriate training on data protection issues at regular intervals;

8.4.5 Process such Personal Data only in accordance with the written instructions of the Client. If Adaptavist is required to process the Personal Data for other reasons, Adaptavist shall inform Client in writing before carrying out the Processing, unless prohibited by relevant law. If Adaptavist at any time defines the purposes and means of Processing of Personal Data beyond the written instructions of Client, it shall be considered a Data Controller.

8.5 Client agrees that Affiliates of Adaptavist are duly authorized by Client to act as subprocessors.

8.6 In relation to all Personal Data provided by Client to Adaptavist, to the extent that Adaptavist is considered a Data Controller of that Personal Data for the purpose of the provision of the Services, then each of Client and Adaptavist shall ensure that its Processing of the Personal Data shared between them is conducted in accordance with the full requirements of the Applicable Data Protection Legislation, and in particular with the principles of transparency, fairness and lawfulness, and that it shall not further Process the shared Personal Data in any way that is incompatible with the legitimate purposes pursuant to the Agreement.

9 Payment for Services and Invoicing

9.1 Client must pay all invoices in accordance with the Payment Terms set out in the applicable SOW, considering any milestones described in the SOW, or in the absence of such Payment Terms, thirty (30) days from the date of issue of the invoice. Payment must be made in full without deduction, set-off or tax withholding in the same currency shown on the invoice.

9.2 Payments must be made by bank transfer to the relevant details set out on the invoice, unless specified in the applicable SOW or otherwise in writing by Adaptavist.

9.3 Client must agree to pay Adaptavist the amount of any applicable taxes that arise directly from the Agreement, including VAT if applicable.

9.4 Notification of dispute: If Client disputes any invoice or other statement of monies due, then it will immediately notify Adaptavist in writing. Each Party will negotiate in good faith to attempt to resolve the dispute promptly. Adaptavist will provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount will be paid on the due date in accordance with the Agreement.

9.4.1 If the Parties have not resolved the dispute within thirty (30) days of Client giving notice to Adaptavist about the dispute, then the dispute will be resolved in accordance with clauses "Meeting to resolve dispute" and "Mediation to resolve dispute."

9.5 Invoices issued to the Client by Adaptavist under the Agreement, or any associated SOW, may be issued by any Affiliate of Adaptavist, and shall remain subject to the terms and conditions of the Agreement.

9.6 Client certifies that it shall not assess unforeseen costs against Adaptavist such as for the use of any online portals required by Client for invoice submission.

9.7 If Client does not pay in full within the Payment terms (or within thirty (30) days should Payment Terms not be explicitly defined), the outstanding amount due will be subject to the Late Payments of Commercial Debts Regulations 2013. Client will pay the interest together with the overdue amount. In case of late payment, Adaptavist shall notify the Client in writing and the Client agrees that ongoing performance of the Services may be impacted and/or suspended until the open and due invoices have been fully paid.

9.8 In conjunction with signing the Agreement, Client may submit purchase orders to Adaptavist in accordance with Client's internal administrative processes. Notwithstanding the foregoing, it is expressly agreed that the terms of the Agreement shall govern the purchase of Services. No terms included in any such purchase order or other non-Adaptavist ordering document shall apply to the Services ordered.

10 Intellectual Property Rights and Confidential Information

Pre-Existing Rights/BIPR

- 10.1 Title and ownership of all BIPR will remain with and belong to the Party that owned such BIPR immediately prior to the Effective Date of the applicable SOW, or developed the BIPR independently of the Agreement, unless the parties agree otherwise in writing.

Intellectual Property Rights

- 10.2 Unless otherwise stated in an applicable SOW, all Intellectual Property Rights and all other rights in the Services referred to in the Agreement will be owned by Adaptavist. Adaptavist grants to Client a limited license without warranties or support, free of charge and on a non-exclusive, worldwide basis only to such extent as is necessary to enable Client to make reasonable use of the Deliverables or Services for its internal purposes.
- 10.3 The Client will have no right to: copy; translate; reproduce; reverse engineer; decompile; disassemble; create derivative works; sell; rent; lease; transfer; assign; sub-license; make any representations; warranties or guarantees in, about or with regard to the Intellectual Property Rights or BIPR in the Deliverables in whole or part.

Publicity Rights

- 10.4 Unless explicitly stated otherwise in writing by Client to contractuals@adaptavist.com, the Client's name, and logo shall be considered authorised for use by Adaptavist on its website(s) and other promotional materials (including press releases or sales presentations). Adaptavist agrees to use the Client's name and logo in a manner consistent with maintaining the Client's reputation and image.

Confidentiality

- 10.5 This document includes data that shall not be disclosed outside of the Recipient and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than consideration of the services offered herein. The data subject to this restriction is contained in all pages.
- 10.6 Confidential Information. Each Party agrees that it will protect and not disclose any confidential information disclosed to it (the "Receiving Party") by the other Party (the "Disclosing Party"), which includes information, in any form, concerning technical, sales, financial, product, marketing, or business information of the other Party or any member of its Group, business plans, strategies, processes and methodologies, product designs, requirements, pricing, security and compliance documentation, audit reports, software, technology, inventions, ideas, designs, Trade Secrets, concepts, or know-how, information marked as confidential, or information the receiving Party should have reasonably known to be confidential due to its nature and the circumstances of its disclosure, all which is known as "Confidential Information", except as otherwise specifically permitted in the Agreement. Confidential Information is provided "AS IS" without any representations or warranties of any kind.
- 10.7 Confidential Information - Term and Survival.
- 10.7.1 "Agreement Confidentiality Period" means the period from the Effective Date of the Agreement or any applicable SOW to one (1) year after termination or expiration of the Agreement or any applicable SOW.
- 10.7.2 Receiving Party agrees it will protect any Confidential Information, as required herein, for the Agreement Confidentiality Period.
- 10.8 Permitted Disclosures. The Parties agree to disclose Confidential Information only to Staff who have a need to know it in order to carry out their obligations under the Agreement or any applicable SOW, provided these representatives are bound by confidentiality obligations no less protective of Disclosing Party than the Agreement and Receiving Party remains responsible for their compliance with the Agreement. Each Party may also disclose the terms of the Agreement, in confidence, to its current or prospective investors, lenders,

acquirers, insurers, or representatives for routine business requirements.

10.8.1 Parties agree to (a) not copy, reproduce, distribute, or disclose any Confidential Information beyond reasonably necessary, (b) not disclose Confidential Information to third parties without Disclosing Party's prior approval, except as otherwise provided herein, (c) protect Confidential Information using at least the same precautions Receiving Party uses for its own similar information and no less than a reasonable standard of care, (d) not remove proprietary markings from Confidential Information or reverse engineer technology provided as Confidential Information and (e) not export Confidential Information or any direct product of Confidential Information in violation of export laws. Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided (to the extent legally permitted) it provides Disclosing Party reasonable notice of the required disclosure and reasonably cooperates, at Disclosing Party's expense, with Disclosing Party's efforts to obtain confidential treatment for the Confidential Information.

10.9 Exceptions. Receiving Party's obligations in the Agreement do not apply to information that it can document: (a) is or becomes publicly available through no fault of Receiving Party, (b) it rightfully knew or possessed prior to receipt from Disclosing Party without confidentiality restrictions, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

10.10 Trade Secrets. Receiving Party's obligations relating to Trade Secrets disclosed under the Agreement will survive despite expiration or termination of the Agreement, for so long as such information remains a Trade Secret under applicable law.

10.10.1 "Trade Secret" means non-public information, including a formula, pattern, compilation, program, device, method, technique, or process, that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

10.11 Return or Destruction of Confidential Information. Upon Disclosing Party's request, Receiving Party will, subject to the terms of Clause "Confidential Information - Term and Survival": (a) cease using Confidential Information, (b) promptly destroy, to the extent technically and reasonably practicable, all Confidential Information in Receiving Party's possession or control or return it to Disclosing Party.

10.11.1 As an exception to part (b), Receiving Party may retain Confidential Information for bona fide legal, compliance, regulatory, standard archiving procedure, or audit purposes or for the enforcement of such rights as the Agreement confers, but obligations of the Agreement will continue to apply to the retained Confidential Information.

10.12 Confidential Information in Intellectual Property: Disclosing Party retains all its intellectual property and other rights in its Confidential Information and its disclosure to Receiving Party grants no license under such rights. Nothing in the Agreement prohibits Receiving Party from developing products, concepts, systems, or techniques that are similar to or compete with products, concepts, systems, or techniques described in Confidential Information, provided Receiving Party does not violate any of its obligations under the Agreement in connection with such development.

11 Term and Termination

11.1 The Agreement will commence on the Effective Date and will continue until the expiration of the initial term of three (3) years (the "Term"). The Term may be extended upon mutual agreement in writing by both Parties.

11.2 Termination

11.2.1 Either Party may terminate the Agreement for convenience by providing written notice subject to the Notice Section of the Agreement. Notice must be provided at least thirty (30) days in advance of the proposed termination date. If specified, the proposed termination date cannot be earlier than the Earliest Termination Date; OR

11.2.2 Both Parties may agree to mutually terminate the Agreement in writing.

11.3 The Agreement may be terminated by a Party with immediate effect if:

11.3.1 There is a material breach of the Agreement by the other Party, details of the breach have been served in writing to the breaching Party, and such breach has not been remedied within thirty (30) days; OR

11.3.2 Client liquidates, ceases to do business, becomes, or admits to being, insolvent or unable to meet its debts, or makes a general assignment for the benefit of creditors; OR

11.3.3 Insolvency, receivership, reorganization, or bankruptcy proceedings are commenced by or against Client and in the case of any such proceeding instituted against Client such proceeding remains in effect and unstayed for a period of sixty (60) days.

11.4 On termination of the Agreement for any reason, Adaptavist will continue performance of any outstanding SOW in accordance with the terms of the Agreement until such time that the applicable SOW has been completed or terminated.

11.5 Termination of SOWs

11.5.1 For any SOW under the Agreement, it will commence on the SOW's Effective Date and will remain in full force until either:

11.5.1.1 The Expiration Date for the SOW, if specified in the SOW, is reached and no extension or renewal has been agreed. If there is no Expiration Date for the SOW, the SOW will continue for one (1) year from the Effective Date of the SOW; OR

11.5.1.2 Either Party may terminate the SOW for convenience by providing written notice subject to the Notice Section of this Agreement. Notice must be provided at least thirty (30) days in advance of the proposed termination date. If specified, the proposed termination date cannot be earlier than the Earliest Termination Date; OR

11.5.1.3 Both Parties may agree to mutually terminate the SOW in writing.

11.5.2 A SOW may be terminated by a Party with immediate effect if there is a material breach of the SOW by the other Party, details of the breach have been served in writing to the breaching Party, and such breach has not been remedied within thirty (30) days.

11.6 On termination for any reason or expiration of the Agreement or any SOW under it:

11.6.1 the accrued rights, remedies, obligations, and liabilities of each Party upon termination of the Agreement or any SOW under it will not be affected, including the right to claim damages in respect of any breach of the Agreement or any SOW under it which existed at or before the date of termination;

11.6.2 clauses which expressly or by implication have effect after termination will continue in full force and effect;

11.6.3 each party will promptly return to the other Party all equipment, materials, and property belonging to the other party that the other Party had supplied to it in connection with the provision of the Services under the Agreement; and

11.6.4 Payments immediately due: subject to section "Notification of dispute", upon termination of the Agreement or any SOW under it, all payments due and payable to Adaptavist shall become due immediately and should be payable pursuant to the terms of the Agreement.

11.6.5 In the event termination is initiated by Adaptavist for convenience or by Client due to material breach by Adaptavist, Client shall receive a prorated refund of Fees. No refund is available for other Client-initiated termination.

12 Indemnification

- 12.1 Subject to the limitation of liability contained in Clause 'Total Aggregate Liability', each Party shall indemnify and hold harmless the other Party against damage to third party tangible property and for bodily injury (including death) arising out of the performance of the Agreement, to the extent that such damage or injury is attributable to the negligence of the indemnifying Party. Any claim of contribution or indemnity between Client and Adaptavist shall be resolved on the basis of each Party's percentage of negligence with each Party assuming its sole negligence.

13 Liability and Legal Responsibility

- 13.1 To the fullest extent permitted under the applicable law this clause sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of any breach of the Agreement, or the Services; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 13.2 Indirect or Consequential Damages: Neither Party will be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit; loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special, indirect or consequential damage, suffered by the other Party that arises under or in connection with the Agreement.
- 13.3 Total Aggregate Liability: Without prejudice to clause "Indirect or Consequential Damages" and only to the maximum extent permitted by law, Adaptavist's total aggregate liability arising under or in connection with the Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the total of the payments made by the Client in relation to the applicable SOW in the twelve (12) months immediately preceding the event which gave rise to such claim.
- 13.4 Notwithstanding any provisions to the contrary within this Clause "Liability and Legal Responsibility", neither Party seeks to limit or exclude its legal liability in the event of personal injury or death, gross negligence or wilful misconduct.
- 13.4.1 As used herein "gross negligence" shall mean reckless disregard of, or wanton indifference to, harmful and avoidable consequences and "willful misconduct" shall mean conduct that is committed with an intentional disregard for the safety of others and/or the safety of another's property. "Gross negligence" and/or "willful misconduct" shall not include any act or omission or any error of judgement or mistake made in good faith.

14 Governing Law

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales, and the Parties irrevocably agree that the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

15 Disputes

Dealing with problems or disagreements

- 15.1 Meeting to resolve dispute: If any dispute arises in connection with the Agreement, either of the Parties shall, within five (5) working days of it becoming evident that the dispute cannot easily be resolved in the usual course of business, send a formal notice in writing to the other Party setting out a request for a meeting to discuss the dispute, the reason purported for the dispute, their position in respect of the dispute, and their reasoned opinion for their position and remedy sought ("Notice of Request for Meeting"). The Parties shall

attend such meeting whether in person or virtually within ten (10) working days from the date of the other Party's receipt of the written request. The Parties will meet in a good faith effort to resolve the dispute.

15.2 Mediation to resolve dispute: If the dispute is not resolved at any such meeting described in clause "Meeting to resolve dispute" above, then the Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice) to the other Party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.

15.3 Court proceedings to resolve dispute or binding arbitration: No Party may commence any court proceedings or arbitration proceedings in relation to any dispute arising out of the Agreement until it has attempted to settle the dispute in accordance with clause "Meeting to resolve dispute" and clause "Mediation to resolve dispute" and either the mediation has terminated or the other Party has failed to meaningfully participate in the mediation. Any arbitration proceedings will be subject to the International Chamber of Commerce ("ICC") arbitration rules with the seat of arbitration being London, England all proceedings shall be conducted in English.

16 Notice

16.1 Any notice given under the Agreement shall be in writing and shall be delivered by hand, via email, or sent by pre-paid first class post or recorded delivery post to the address of the Party set out at the start of the Agreement. Email notice to Adaptavist should be sent to contractuals@adaptavist.com. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

17 General

Force Majeure

17.1 An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following: an act of God, change in legislation, fire, explosion, earthquake, flood, accident or other physical natural disaster, strike, lockout or other industrial dispute at a national level, war, terrorist act, riot, civil commotion, failure of public power supplies, inclement weather, congestion, pandemic or epidemic, an act or omission of Government or other competent authority or other party for whom it is not responsible including the requisition or compulsory acquisition by any governmental or competent authority.

17.2 The circumstances above shall constitute a "Force Majeure Event" whereby each Party shall not be liable to the other Party for any breach of the Agreement arising from such circumstances. If a Force Majeure Event persists for more than thirty (30) business days in the aggregate, either Party may terminate the Agreement and all undisputed amounts or payments due to Adaptavist up to the date of termination will become due and payable within thirty (30) days of the issue of invoice.

Non-solicitation

17.3 Both Parties acknowledge and agree that they will not directly or indirectly solicit for hire or engage or employ an employee, contractor or affiliate of the other Party, or any person who was an employee, contractor or affiliate of the other Party within six (6) months prior to such solicitation or employment, for the term of the Agreement and a period of two (2) years after termination or expiration thereof. This provision shall not prohibit either Party from making solicitations aimed at the general public or hiring any employees of the other Party based on response to such solicitations.

Re-assignment of Rights

17.4 Neither Party may assign or transfer or subcontract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other Party, with the exception of assigning, transferring or sub-contracting its rights and obligations under the Agreement to an Affiliate within its Group or as a result of an acquisition of either Party by a third party, for which written consent shall not be unreasonably withheld, conditioned or delayed by either Party. Adaptavist shall remain responsible for the delivery of Services in the event that any rights or responsibilities are assigned, transferred or subcontracted, unless otherwise specifically stated.

Severance

17.5 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall, if possible, be amended to the limited extent necessary that it is no longer unreasonable or in conflict. The partial or complete invalidity of any provision of the Agreement shall not affect the validity or continuing force and effect of any other provision.

The whole agreement

17.6 This document and Schedules are the whole agreement between the Parties, and the Agreement replaces all previous agreements relating to the Services covered by the Agreement. No oral explanation or oral information given by any Party will alter the interpretation of the Agreement. Each Party confirms that, in agreeing to enter into the Agreement, it has not relied on any representation save insofar as the same has expressly been made a representation in the Agreement.

Prioritisation

17.7 In the event of any conflict between the terms of any document that forms part of the Agreement (including any Schedules, SOWs, attachments, or other documents), prioritisation will be given in the following order, starting with highest priority:

17.7.1 An applicable SOW under the Agreement;

17.7.2 This Schedule - Terms and Conditions;

17.7.3 An exhibit under the Agreement;

17.7.4 Other attachments or documents;

17.7.5 Customer purchase order, excluding pre-printed terms or terms other than those set out herein, which will not apply

Changes to the Agreement and Waiver

17.8 The Agreement may only be changed, amended or extended if both Parties agree in writing.

17.9 Any changes to the Agreement including any schedules and SOWs will be subject to a mutually agreed written change control process using a contract amendment document format agreed by both Parties and negotiated in good faith.

17.9.1 Such changes include: contract duration changes, changes to fees, scope changes (at the request of either Party), resource profile changes, project plan/timeline changes.

17.10 The failure of either Party to enforce any of the provisions of the Agreement, or the waiver of any aspect thereof, will not be construed as a general waiver or relinquishment on its part of any other provision, which will nevertheless remain in full force and effect.

No Partnership

17.11 Nothing in the Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute a Party to the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Signatures

17.12 Each Party represents that it is authorised to enter into the Agreement on behalf of its company or organisation at the time of signing the Agreement.

Third Party Rights

17.13 The Agreement constitutes rights and obligations for the Parties to the Agreement only. A person who is not a Party to the Agreement will not have any rights under or in connection with it unless expressly and mutually agreed in writing by the Parties.

Countersignatures

17.14 The Agreement and any applicable SOW under it shall become valid upon full execution by Adaptavist and Client.

AUTHORISATION	
Signed for and on behalf of Adaptavist UK Services Ltd	Signed for and on behalf of Client
Name:	Name:
Position:	Position:
Signature:	Signature:
Date of Signature:	Date of Signature:
NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT	

SCHEDULE - DETAILS FOR AGREEMENT

The following applies broadly to the Master Services Agreement (“MSA”) between Adaptavist and the Client:	
Effective Date of Agreement	The latest date on which either Party has executed the Agreement
Countersignature Expiration Date	Adaptavist reserves the right to alter terms of the Agreement if not fully executed by dd full month name YYYY
Name of the Client	[]
Mailing Address of the Client	[]
Client Registered Office	[]
Client Company Number	[]
Contact Name of the Client	[]
Contact email address	[]
Contact Telephone Number	[]
Client Website	[]

AUTHORISATION	
Signed for and on behalf of Adaptavist UK Services Ltd	Signed for and on behalf of Client
Name:	Name:
Position:	Position:
Signature:	Signature:
Date of Signature:	Date of Signature:
NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT	

SCHEDULE - TIME AND MATERIALS PROFESSIONAL SERVICES

Additional Terms for this Schedule and for any statements of work under this Schedule:

1 Project Execution

- 1.1 The Client undertakes to provide such Assistance (defined below) as Adaptavist requires to deliver the Services as set out in the SOW. Assistance includes (but is not limited to):
- 1.1.1 access to the Client’s Staff;
 - 1.1.2 access to third parties employed by the Client;
 - 1.1.3 remote or local access to Systems as is reasonably required by Adaptavist to enable it to deliver the Services;
 - 1.1.4 access to relevant information and documentation;
 - 1.1.5 access to the Internet over standard protocols including HTTP and HTTPS and SSH (Port 80 and 443/TCP and 22/TCP); and
 - 1.1.6 access to other resources, as determined in advance of, or during the Term.
- 1.2 Any impacts such as additional effort which is caused by delays resulting from the Client’s inability, or failure to render such Assistance in a timely manner may be charged to the Client, at Adaptavist’s discretion at the rate of the Fees at the prevailing rate for consultancy activities as specified in the SOW.

Please refer to the Time and Materials Professional Services Statements of Work (“SOWs”) attached:

Time and Materials Professional Services Statement of Work (SOW)

SECTION A: INTRODUCTION

This SOW describes a Time and Materials contract for professional services between Adaptavist UK Services LTD (Company No. 10658755) with its registered office situated at Adaptavist, 25 Wilton Road, Victoria, London, United Kingdom, SW1V 1LW ("Adaptavist") and COMPANY NAME (Company No [REDACTED]) with offices at [REDACTED]. (“Client” or “Insert Abbreviated Company Name”)

This SOW is governed by the agreement MSA-[Client]-001-YYYY-MM signed between Adaptavist and the Client and the terms and conditions set out in "Schedule - Time and Materials Professional Services."

Adaptavist Account Manager: TBC	Email: TBC Telephone: TBC
Effective Date of this Agreement	The latest date on which either party has executed this Agreement. The work start date may differ from the Effective Date based on resource availability and will be agreed after execution of this Agreement with the Adaptavist Project Manager.
Expiration Date of this Agreement	One (1) year after Effective Date unless otherwise agreed in writing.
Earliest Termination of this Agreement	Not applicable

Countersignature Expiration Date	Adaptavist reserves the right to alter pricing or other terms if not fully executed by dd full month name YYYY
Notice Period of this Agreement	Thirty (30) days
Client Account Manager: TBC	Email: TBC Telephone: TBC

SECTION B: AGREED SPECIFICATION

This agreement describes a **Time and Materials** engagement.

Adaptavist will provide specialist resources that will work at the direction of the Client to provide Services. Adaptavist will charge the Client based on the time spent and any additional materials required or expenses incurred.

B.1. Objectives

[Engagement specific summary of what the work entails]

B.2. Resources

Services will be charged for based upon the following standard day rates:

Role	Day Rate (GBP)	Estimated Effort (Days)	Location	Fees (GBP excluding taxes)
[Role 1 i.e. Senior Technical Consultant]	£xxxx	1	Onsite / Remote	£xxxx
[Role 2 i.e. Technical Consultant]	£xxxx	1	Onsite / Remote	£xxxx
[Role 3]	£xxxx	1	Onsite / Remote	£xxxx
[Role 4 i.e. Project Manager]	£xxxx	1	Onsite / Remote	£xxxx
	TOTAL	4		£xxxx

B.3. Notes

(a) Project and technical

1. [Engagement specific notes covering specific dependencies, assumptions or other points]
- 2.
- 3.

(b) Other

1. Project management includes: (i) resource management and supervision, coordination (such as emails, calls, meetings) with the Client (ii) project administration, including timesheet processing, production of reports, and processing invoices.
2. Adaptavist will use reasonable endeavours to provide a written report of the actual effort and forecast remaining effort every four (4) weeks.
3. Provision or delivery of the Services will not commence prior to receipt of a fully executed Agreement.
4. Dates and times for delivery of the Services will be mutually agreed in writing between Client and Adaptavist's Project Manager.

5. Where work is done on the basis of a project plan, Client agrees to meet all of its responsibilities and dependencies in an agreed project plan by dates set out in that project plan (for example dates for completion of testing).
6. Where the Parties have agreed in advance specific dates and times to carry out Services, and Client cancels or rearranges these already arranged dates and times, Adaptavist will use commercially reasonable endeavours to re-schedule the work but reserves the right to charge Client for the time allocated to the original dates and times of work which were first scheduled (for example: when an Adaptavist consultant has travelled to Client's offices for pre-arranged meetings but the meetings are cancelled or activities are unable to be performed due to unavailability of Client personnel).
7. Client will respond in a timely fashion to all requests made by Adaptavist in relation to the provision of the Services and not unduly delay reviews and sign-offs where required.
8. Services will be provided in Adaptavist's standard weekday office hours only or as otherwise agreed in writing between the Parties.
9. All of the Services will be performed remotely (or onsite or remote and onsite — delete as applicable).
10. Remote Services provided from Adaptavist's offices (which includes remote working from home) will be treated (for actual effort worked) on the basis of rounding up to the nearest quarter-hour.
11. One day of effort is equivalent to eight hours.
12. Client agrees and acknowledges that Adaptavist resource availability is not guaranteed (for example, due to illness or vacation) and that Adaptavist will use reasonable endeavours to provide resources to Client based on requests from the Client.
13. Adaptavist will use reasonable endeavours to ensure a match of consultant skill set and experience, and continuity of use of personnel who have previous familiarity with the Client's technical environment, systems and business requirements, to the requests for work to be done from the Client.
14. Effort incurred in investigation and resolution of issues relating to third parties, including software vendors, is billable.
15. Determining the role type or level to perform specific work tasks requested by the Client will be done by Adaptavist, at its sole determination.
16. Where Client has onboarding or access requirements including specific processes and procedures, such as use of specific VPN software or setting up access accounts and logins, effort incurred by Adaptavist's consultants to meet these requirements will be charged to Client.
17. The Client will provide remote access and user accounts for the Adaptavist consultant(s) sufficient to access any systems required to perform the Services.
18. Client is responsible to ensure that suitable access and Client resources will be available to deliver tasks listed in a timely manner. This includes, but is not limited to, onsite and remote (VPN) system/network access, relevant technical information and documentation, Client subject matter experts and third parties used by the Client, business stakeholders and Testing team representatives (if/when required).
19. Estimated effort in this Agreement includes Adaptavist's effort only and does not take into consideration effort required from the Client. These values are estimates only and actual effort incurred may differ from the estimated effort given.
20. The Parties agree and acknowledge that effort estimates provided are subject to change due to the complex nature of the technical work, the information to be gathered and assessed and, based on these considerations, the final determination of the technical approach.
21. Adaptavist may change the allocation of effort per resource role, subject to the constraints of the overall allocation of total days estimated above and the total fee for this Agreement, during the provision of the Services.
22. Adaptavist shall have no liability for failure of any third party (such as Atlassian) to meet its obligations, nor the consequences thereof.
23. Client will provide Staging or Test environment/system instance(s) as set out in this Agreement, or as set out by the Adaptavist consultant(s) during the performance of the Services.
24. Client acknowledges and agrees that delays caused by external dependencies that are not within Adaptavist's control may incur additional costs, subject to change control.
25. Client acknowledges and agrees that delays caused by either non-Adaptavist hardware or system accessibility or functionality issues may incur additional cost, subject to change control.

26. Any changes to the agreed scope including skills profile for consultants, changes to activities, fees or total effort required by the Client, will be subject to a mutually agreed written change control process.
27. The details set forth in this Agreement are given in good faith on the assumption that information provided by Client is a full and accurate description of the Client's requirement.
28. Client expressly authorizes Adaptavist at its sole discretion to utilize consultants from any of the Affiliates of Adaptavist to provide Services in this Agreement.
29. Technical tooling scripts and other technical artifacts are subject to the limited license set forth in **clause 10.2 of Schedule - Terms and Conditions** and for the avoidance of doubt, warranties and support for such technical tools and scripts are not included in this Agreement.
30. Intellectual property to be developed or delivered under this Agreement: **None.**

SECTION C: ACCEPTANCE CRITERIA

As a Time and Materials Engagement, the criteria for acceptance is that Adaptavist provides resources for the time and materials set out under this Agreement. Adaptavist will maintain a record of effort and cost that will be used for billing and shared with the Client upon request.

SECTION D: FEES AND PAYMENT TERMS

Fee	GBP [] plus VAT, expenses
Description	Payment for Services
Payment Terms	Payment terms are thirty (30) days from invoice. Invoices for Services shall be issued monthly in arrears.
Expenses	<p>The following expenses will be incurred [delete / edit as appropriate]:</p> <ul style="list-style-type: none"> · No expenses · Accommodation, subsistence and travel <p>Payment terms for expenses [delete as appropriate] :</p> <ul style="list-style-type: none"> · [expenses will be submitted as part of invoice for fees] · [expenses will be submitted as incurred] · [expenses will be submitted at the close of month] <p>Adaptavist shall be entitled to reclaim expenses, as agreed prior with the Client, up to six (6) months following the completion of work outlined in the applicable Statement of Work.</p> <p>Any additional expenses will be agreed with the Client prior to being incurred.</p>

SECTION E:

AUTHORISATION	
Signed for and on behalf of Adaptavist UK Services Ltd	Signed for and on behalf of Client
Name:	Name:
Position:	Position:
Signature:	Signature:
Date of Signature:	Date of Signature:

**NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE OF
ADAPTAVIST AND THE CLIENT**

SCHEDULE - FIXED PRICE PROFESSIONAL SERVICES

Additional Terms for this Schedule and for any statements of work under this Schedule: N/A.

Please refer to the Fixed Price Professional Services Statements of Work (“SOWs”) attached:

SECTION A: INTRODUCTION

This SOW (reference: SOW-[Client]-001-YYYY-MM) describes a Fixed Price contract for professional services between Adaptavist UK Services LTD (Company No. 10658755) with its registered office situated at Adaptavist, 25 Wilton Road, Victoria, London, United Kingdom, SW1V 1LW ("Adaptavist") and COMPANY NAME (Company No []) with offices at []. (“Client” or “Insert Abbreviated Company Name”)

This SOW is governed by the agreement MSA-[Client]-001-YYYY-MM (“MSA” or the “Master Services Agreement”) signed between Adaptavist and the Client.

Adaptavist Account Manager: TBC	Email: TBC Telephone: TBC
Effective Date of this SOW	The latest date on which either party has executed this SOW. The work start date may differ from the Effective Date based on resource availability and will be agreed after execution of this SOW with the Adaptavist Project Manager.
Expiration Date of this SOW	One (1) year after Effective Date unless otherwise agreed in writing.
Earliest Termination of this SOW	Two (2) months after Effective Date
Countersignature Expiration Date	Adaptavist reserves the right to alter pricing or other terms if not fully executed by dd full month name YYYY
Notice Period of this SOW	Thirty (30) days
Client Account Manager: TBC	Email: TBC Telephone: TBC

SECTION B: AGREED SPECIFICATION

This SOW is Fixed Price.

For the fees set out in Section D, Adaptavist will provide the Services and/or Deliverables set out in B.1 below working under the direction of the Adaptavist Project Manager and an agreed project plan and based on the terms, assumptions and dependencies set out in B.2.

B.1. Services and Deliverables

The scope of this SOW is set forth below and describes the project activities, associated deliverables and any applicable acceptance criteria:

Activity	Deliverables	Acceptance Criteria
A01: activity description: 1. subtask description 2. subtask description 3. subtask description	D01: deliverable description	define acceptance criteria here

A02: activity description:		
1. subtask description		
2. subtask description		
3. subtask description		

B.2: Assumptions and Dependencies

(a) Project and technical

- a. [Engagement specific notes covering specific dependencies, assumptions or other points]
- b. Client and Adaptavist will have responsibilities as defined in the project responsibility matrix below:

<< insert table of responsibilities i.e., a RACI matrix >>

31. The scope excludes:

- a. << list out of scope items / assumptions here >>

(b) Other

- a. Provision or delivery of the Services will not commence prior to receipt of a fully executed SOW.
- b. Dates and times for delivery of the Services will be mutually agreed in writing between Client and Adaptavist's Project Manager.
 - a. Adaptavist shall provide the Services to Client according to a mutually agreed project plan of estimated task and milestone dates, which may then be jointly adjusted by the Parties based on typical project planning factors such as: availability of resources, on-boarding and environment access/setup, Client and other external dependencies. The Parties shall in good faith aim to work towards this project plan, including any revision thereto.
- c. Client agrees to meet all of its responsibilities and dependencies in an agreed project plan by dates set out in that project plan (for example dates for completion of testing).
- d. Client will respond in a timely fashion to all requests made by Adaptavist in relation to the provision of the Services and not unduly delay reviews and sign-offs where required.
- e. Services will be provided in Adaptavist's standard weekday office hours only or as otherwise agreed in writing between the Parties.
- f. All of the Services will be performed remotely (or onsite or remote and onsite — delete as applicable).
- g. Investigation and resolution of issues relating to third parties, including software vendors, is not in scope.
- h. The Client will provide remote access and user accounts for the Adaptavist consultant(s) sufficient to access any systems required to perform the Services.
- i. Client is responsible to ensure that suitable access and Client resources will be available to deliver tasks listed in a timely manner. This includes, but is not limited to, onsite and remote (VPN) system/network access, relevant technical information and documentation, Client subject matter experts and third parties used by the Client, business stakeholders and Testing team representatives (if/when required).
- j. Adaptavist shall have no liability for failure of any third party (such as Atlassian or Amazon AWS) to meet its obligations, nor the consequences thereof.
- k. Client will provide Staging or Test environment/system instance(s) as set out in this SOW, or as set out by the Adaptavist consultant(s) during the performance of the Services.
- l. Any changes to the agreed scope including required services or deliverables for the SOW will be subject to a mutually agreed written change control process to be applied to vary the terms, scope and/or fee of this SOW.
- m. The details set forth in this SOW are given in good faith on the assumption that information provided by Client is a full and accurate description of the Client's requirement.
- n. Client acknowledges and agrees that delays caused by external dependencies that are not within Adaptavist's control may incur additional costs, subject to change control.
- o. Client acknowledges and agrees that delays caused by either non-Adaptavist hardware or system accessibility or functionality issues may incur additional cost, subject to change control.

- p. Client expressly authorizes Adaptavist at its sole discretion to utilize consultants from any of the Affiliates of Adaptavist to provide Services in this SOW.
- q. Technical tooling scripts and other technical artifacts are subject to the limited license set forth in **clause 10.2 of Schedule - Terms and Conditions** and for the avoidance of doubt, warranties and support for such technical tools and scripts are not included in this SOW.
- r. Intellectual property to be developed or delivered under this SOW: **None**.

SECTION C: ACCEPTANCE CRITERIA

As a Fixed Price engagement – Acceptance is based on the achievement of the acceptance criteria set out for each Deliverable.

Client shall, within 5 Business Days of receipt of each Deliverable submitted to Client, or as otherwise agreed by the Parties in writing (for example, in an agreed project plan), advise Adaptavist of Client's acceptance or rejection of such Deliverable, which shall be based upon the acceptance criteria set out in section B.1. Any rejection shall specify the nature and scope of the deficiencies in such Deliverable. Adaptavist shall, upon receipt of such rejection, act diligently to correct such deficiencies. The failure of Client to provide such a notice of rejection within such period shall constitute acceptance by Client of said Deliverable.

SECTION D: FEES AND PAYMENT TERMS

D.1.Fees

Fees for this SOW are defined in the table below.

Fixed fee for Services on a Fixed Price basis:

#	Fee description	Fee (GBP excluding taxes)
1	D01 - insert deliverable short description	£xxx
2	D02 - insert deliverable short description	£xxx
3	D03 - insert deliverable short description	£xxx
4	D04 - insert deliverable short description	£xxx
	TOTAL	£xxx

D.2. Expenses

The above fees include all project expenses.

OR (delete one)

The following expenses will be incurred **[delete / edit as appropriate]**:

- **No expenses**
- **Accommodation, subsistence and travel**

Payment terms for expenses **[delete as appropriate]**:

- **[expenses will be submitted as part of invoice for fees]**
- **[expenses will be submitted as incurred]**
- **[expenses will be submitted at the close of month]**

Adaptavist shall be entitled to reclaim expenses, as agreed prior with the Client, up to six (6) months following the completion of work outlined in the applicable Statement of Work.

Any additional expenses will be agreed with the Client prior to being incurred.

D.3. Payments

Payment will be based on the schedule of payments in the table below, with invoices raised on achievement of each payment trigger. Payment by Client is then due 30 days from the date of invoice.

#	Payment Trigger	Percentage (%)	Payment (GBP excluding taxes)
PM1	Completion of D01	xx	£xxx
PM2	Achievement of Acceptance Criteria of D02	xx	£xxx
PM3	Achievement of Acceptance Criteria of D03	xx	£xxx
PM4	Achievement of Acceptance Criteria of D04	xx	£xxx
	TOTAL	100%	£xxx

SECTION E:

AUTHORISATION	
Signed for and on behalf of Adaptavist UK Services Ltd	Signed for and on behalf of Client
Name:	Name:
Position:	Position:
Signature:	Signature:
Date of Signature:	Date of Signature:
NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT	