

Services agreement

THIS AGREEMENT is made on the day of

BETWEEN:

- (1) **CANTATA LIMITED** ("Cantata") (registered number 4497715) whose registered office is at Magdalen Centre, 1 Robert Robinson Avenue, Oxford, OX4 4GA; and
- (2) **[CUSTOMER NAME]** ("The Customer") (registered number 00276928) whose registered office is at [Customer registered office address]

1. **Scope.** The terms of this Agreement shall govern work undertaken by Cantata at The Customer's request such work to be provided to The Customer and/or its Affiliates (defined below), whether or not the specific terms of such work or request shall be specified in writing.

Definitions:

"Affiliate": means with respect to a party, any person, corporation, firm, joint venture or other entity, which directly or indirectly (whether or not through intermediates) Controls, is Controlled by or is under common Control with such party;

"Control": means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

1.1 **Schedules.** The scope of any services to be performed by Cantata hereunder shall be set forth in a Schedule. A Schedule shall specify the services to be performed, detail the specification, the rates or other form of consideration to Cantata and such other matters as the parties may agree upon in respect of a particular project. Any services performed by Cantata for The Customer and/or its Affiliates without a written agreement or Schedule shall also be governed by this Agreement. Each Schedule shall be part of this Agreement and shall not form a separate contract to it.

If there is an inconsistency between any of the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.2 **Changes.** This Agreement may not be modified, amended, cancelled or waived, in whole or in part, except in writing signed by the parties hereto. In particular, a Schedule intended to supplement this Agreement shall not vary the terms of this Agreement unless signed by both The Customer and Cantata. Any changes to a Schedules shall be subject to agreement in writing and signed by both parties.

1.3 **Term.** This Agreement shall become effective when signed by Cantata and The Customer, and shall remain in force for a period of [twelve (12) months] ("Initial Term") unless terminated earlier by either Cantata or The Customer upon not less than 30 days written notice. This Agreement will automatically renew for successive [twelve (12) month] periods unless cancelled in writing by Cantata or The Customer at least thirty (30) days prior to the expiry of the Initial Term or any anniversary of the Initial Term date. The Customer shall pay all undisputed charges and expenses on account of services performed before the effective date of termination. Cantata's completion of any specific services or The Customer's failure to order additional services hereunder shall not terminate this Agreement, it being the intent of the parties to leave this Agreement in effect to cover future services.

2. **Charges.** Unless Cantata and The Customer agree otherwise, The Customer shall pay Cantata for the Services in accordance with the relevant Schedule and Cantata's established rates and fees in effect when the Services are rendered, such rates and fees to be previously agreed in writing between the parties. Charges shall be invoiced monthly in arrears. Invoices shall be sent on date of issue to The Customer electronically to the an email address to be advised by the Customer and shall be payable within thirty (30) days of date of receipt of invoice to such bank account nominated in writing by Cantata. Cantata may change its standard charges and rate classifications upon agreement in writing by The Customer, giving not less than one month's notice to The Customer.

In the event that The Customer requests the cessation of Services from, and/or removal of, any particular Cantata resource, The Customer shall provide Cantata with two (2) weeks advanced written notice with the reasons for such request. Provided such request is not based on any violation of this Agreement or The Customer's security policies,

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or clear and articulable incompetence, such Cantata resource shall continue to work in accordance with the applicable Schedule at the previously agreed upon rates for the two (2) week period, or, at The Customer's option, the Cantata resource may be removed immediately upon The Customer's request provided The Customer pays a fee equivalent to the Cantata resources billable rate for the two (2) week period.

2.1 Professional Day. Cantata bills services on the basis of a professional working day. Half days (2-4 hours) will be billed at half the agreed professional day rate. We define a professional day as being 7.5 working hours during the day.

2.2 Estimates. Cantata may, at The Customer's request, furnish estimates for the cost of specified work. No such estimate shall be deemed to be a guaranteed price by Cantata or a maximum fixed price for the specified Services unless expressly stated in the relevant Schedule. If agreed by The Customer and Cantata, Cantata may "timebox" work to ensure an upper limit on billed Services. Such a "timebox" may result in a reduction to the scope of Services to be performed. Cantata will, however, notify the Customer as soon as practical if the estimate will be exceeded and the potential impact on cost or scope of Services.

2.3 Expenses. The Customer shall reimburse Cantata for all reasonably incurred out-of-pocket expenses (supported by reasonable evidence of such expenses), including travel and overnight accommodation incurred in the course of Cantata's performing services under this Agreement, provided that such costs are agreed in writing in advance and incurred in accordance with The Customer's expense policy in force from time to time.

The Customer is required to provide all equipment necessary for the provision of Services under this Agreement (including software and hardware). In the event that The Customer requests that Cantata provide equipment, Cantata may bill The Customer for reasonable and agreed expenses incurred in the provision of this equipment. Such expenses shall be agreed in advance.

2.4 Late Charges. The Customer shall pay a late charge on any fees, expenses or taxes not paid within 30 days after receipt of invoice at the rate of 8% plus Bank of England base rate per annum on the unpaid amount from the date such amount was due plus compensation for the cost of recovery of late payment as set out under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.

3. Relationship. The relationship of Cantata to The Customer shall be that of an independent contractor, and neither Cantata nor any employee of Cantata shall be deemed to be an agent or employee of The Customer. Cantata shall select, provide and be solely responsible for compensating qualified personnel to perform all Services to be provided by Cantata under this Agreement. Cantata shall use its best efforts to comply with an agreed work schedule, but shall not be responsible for delays caused by employee's illnesses, resignation or other causes beyond Cantata's control. Cantata agrees to maintain appropriate insurance, including employer's liability insurance and public liability insurance.

In entering into this Agreement, The Customer agrees and undertakes that: a). The Customer is under a continuing obligation to identify any special needs that it has in relation to the work contemplated under this Agreement; b). The Customer is under a continuing obligation to ensure that Cantata understands such special needs; c). that, where Cantata informs The Customer that The Customer's precise needs cannot be met and outlines suitable alternative options to meet the Customer objectives and requirements for the Services, The Customer will where reasonably practicable accept such alternative options provided that it is reasonable in all circumstances for The Customer to accept such alternative options; d). The Customer will devote reasonably necessary time and resources to understanding the deliverables that are developed by Cantata pursuant to this Agreement; and e). The Customer will reasonably co-operate with Cantata to resolve problems which may occur during the course of this Agreement.

4. Rights in deliverables. The Customer together with its Affiliates shall have the unrestricted right to use in perpetuity all "deliverables" (as defined in each Schedule) developed or furnished by Cantata under this Agreement. This Agreement shall not, however, restrict, Cantata from performing similar services for other customers, from using the same or similar techniques or components or from using the same personnel to perform similar services for other customers, provided that Cantata shall observe the confidentiality requirements below and in doing so does not breach the intellectual property rights of the Customer and/or any of its Affiliates.

5. Confidentiality. With respect to information relating to The Customer's and/or its affiliates' business which is confidential, and disclosed to Cantata, whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such, Cantata shall, and shall instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with information of Cantata which Cantata regards as confidential. However, Cantata shall not be required to keep confidential any information which is or becomes publicly available other than by breach of this Agreement by Cantata or its personnel or subcontractors, is already in Cantata's possession, is demonstrated to be independently developed by Cantata outside the scope of this Agreement, is rightfully obtained from third parties on a non-confidential basis or is required to be disclosed by law or binding regulation. In addition, Cantata shall not be required to keep confidential any ideas,

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concepts, know-how or techniques to the extent that the same are developed by Cantata in the course of its services hereunder.

These obligations of confidentiality shall survive for a period of three (3) years from the termination or expiry of this Agreement.

6. **Termination.** Upon termination of this Agreement, each party shall forthwith return to the other or delete as requested, all papers, materials and other properties of the other held by each for the purposes of this Agreement.

6.1 Without prejudice to any other rights or remedy it may have, either party may terminate this Agreement by giving immediate written notice to the other party if:

6.1.1 the other party commits a material breach of this Agreement that is not capable of remedy;

6.1.2 the other party commits a material breach of this Agreement that is capable of remedy and fails to remedy that breach within thirty (30) days of notice from the first party specifying the breach and requiring its remedy; or

6.1.3 the other party ceases or threatens to cease carrying on its business, becomes insolvent or unable to pay its debts as and when they become due, if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), if a liquidator, administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the other party's assets or business, if the other party makes any composition with its creditors or as a result of debt and/or maladministration takes or suffers any similar, equivalent or analogous action in any jurisdiction. Each party shall immediately notify the other should any of the events set out in this Clause 6 occur in respect of it.

6.2 The Customer shall be entitled to terminate this Agreement with immediate effect by giving written notice to Cantata if Cantata:

6.2.1 or The Customer is subject to a change of Control; or

6.2.2 is in persistent breach of the service levels set out in each Schedule.

6.3 Upon termination of this Agreement Cantata shall provide all reasonable assistance to The Customer to ensure the orderly and smooth migration of the Services provided pursuant to this Agreement and/or any Schedule to The Customer or its Affiliates or at The Customer request a replacement supplier.

7. **Security Procedures.** While at The Customer's premises, Cantata personnel shall comply with all security regulations and procedures applicable to The Customer's employees and visitors as to which Cantata shall have been notified by The Customer.

8. **Personnel Inducements.** The Customer shall not during the term of this Agreement offer, promise, solicit, employ or contract (direct or through a third-party contractor) any Cantata employee who has been assigned to perform services covered by this Agreement or by any other agreement between Cantata and The Customer. If The Customer shall employ or contract with any such person during the term of this Agreement or within 6 months after the termination of this Agreement, The Customer shall pay Cantata a fee equal to 20% of such person's most recent annual compensation with Cantata.

9. Warranties.

9.1 Cantata warrants to The Customer that:

9.1.1 all services performed under this Agreement will be performed to the best of Cantata's ability, in an expert and diligent manner with all due skill, care and diligence in a good and workmanlike manner in accordance with industry standards and in accordance with the standards and service levels set out in the Schedules;

9.1.2 the deliverables shall conform in all material respects to the specifications within each Schedule and be free from material defects;

9.1.3 the deliverables and any media on which the deliverables are delivered shall be free from viruses and other malicious code;

9.1.4 the deliverables do not infringe the intellectual property rights of any third party;

9.1.5 the Services set out in the Schedules will be performed in such a way as to not cause any interruption to the business processes of The Customer (other than any agreed and unavoidable interruption which is required in order to perform the services in a proper and efficient manner); and

9.1.6 the Services set out in the Schedules will be performed in accordance with all applicable laws and regulations.

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Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement.

In no event shall the aggregate liability of Cantata on account of any deficient work exceed four (4) times the amounts paid by The Customer to Cantata under this Agreement for that work. Each party shall, however, be fully responsible for death or personal injury resulting from the negligent or intentional acts or omissions of either party or its employees and representatives and for fraud.

The Customer's total liability to Cantata shall in no event exceed the total amount paid or payable by The Customer to Cantata under each relevant Schedule.

10. Intellectual Property Rights

Except as expressly stated in this clause, no intellectual property rights of either party are transferred or licensed as a result of this Agreement or any Schedule.

In respect of the deliverables and any goods that are transferred to The Customer as part of the Services under this Agreement, Cantata warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to The Customer, it shall have full and unrestricted rights to sell and transfer all such items to The Customer.

Cantata grants to The Customer and its Affiliates a non-exclusive licence to use Cantata's intellectual property rights to the extent reasonably required for The Customer to receive the benefit of the deliverables under or in connection with this Agreement. All Cantata intellectual property rights shall remain the exclusive property of Cantata.

All intellectual property rights of the Customer and any of its Affiliates used in the deliverables or in connection with the provision of the Services (including for the avoidance of doubt all trademarks, tradenames, logos and Products of The Customer and its Affiliates) shall at all times remain the exclusive property of The Customer.

Each party shall notify the other party immediately if either party becomes aware of any unauthorised use of the other party's intellectual property rights.

11. Anti-Bribery

11.1 Cantata:

- 11.1.1 shall comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the United Kingdom's Bribery Act 2010 and the United States of America's Foreign Corrupt Practices Act 1977 (**Anti-Corruption Laws**);
- 11.1.2 shall ensure that it has in place adequate policies and procedures to prevent bribery and use all reasonable endeavours to ensure that all of Cantata's Affiliates, personnel and sub-contractors involved in performing the services on behalf of Cantata or with this Agreement so comply;
- 11.1.3 shall not offer, promise, give, request, agree to receive, receive or accept a bribe or other financial advantage or commit any corrupt act or permit the same to be done on its behalf;
- 11.1.4 shall ensure that, without limitation to Clause 11.1.1, it shall not make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 11.2 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements of this Clause 11.

12. Data Protection and Data Processing

- 12.1 In this Agreement Data Controller, Data Processor, Personal Data and Data Subject have the meanings given in the Data Protection Act 2018.
- 12.2 Cantata shall at all times comply with the Data Protection Act 2018 and in particular the provisions of section 105 of the Data Protection Act 2018.

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- 12.3 Cantata will, on written request from The Customer from time to time, confirm to The Customer in writing the measures it has taken and is taking to comply with its obligations under this Clause 12, and will at its own cost implement any further steps that are reasonably necessary for full compliance with the requirements of the Data Protection Act 2018.

Cantata shall permit The Customer at any time and from time to time on seven (7) days' written notice (or less in the case of an emergency, including but not limited to data security breach) to have escorted access to the appropriate part(s) of the premises, systems, equipment, and other materials and facilities where the company processes the Personal Data, to enable The Customer to inspect the same for the purposes of monitoring compliance with the Seventh Principle. Such inspection shall not relieve Cantata of any of its obligations under this Agreement.

- 12.4 Cantata shall only process Personal Data on behalf of The Customer in accordance with, and for the purposes set out in, instructions received from The Customer from time to time.

- 12.5 Cantata shall inform The Customer immediately if at any time there is a breach or suspected breach of the terms of this Agreement or any Personal Data is or is suspected to be lost, corrupted, used or disclosed to a third party except in accordance with this Agreement.

13. Assignment. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party, except that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of either party shall acquire all interest and all obligations of such party hereunder. The Customer shall have the right to assign any and/or all of its rights and responsibilities under this Agreement to any of its Affiliates.

14. No Conflict. Each party warrants to the other that it is free of any contractual obligation that would restrict such party from entering into this Agreement and neither party has been caused or induced to breach any contractual obligation with a third party.

15. Notices. Any notice of other communication required or permitted under this Agreement shall be given in writing to Cantata at its Address as specified in this Agreement, and to The Customer at The Customer's Address specified in this Agreement, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when deposited in the mail, properly addressed and first class postage prepaid.

16. Force Majeure

16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from an event, circumstance or cause beyond its reasonable control ("Force Majeure Event") and where Cantata is affected by a Force Majeure Event it shall be a condition of such release that it:

16.1.1 notifies The Customer of the occurrence of the Force Majeure Event as soon as reasonably practicable; and

16.1.2 uses all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

If a Force Majeure Event prevents, hinders or delays Cantata's performance of its obligations for a continuous period of more than 10 business days or for more than 20 business days in aggregate in any rolling 12 month period, The Customer may terminate the Agreement immediately by giving written notice to Cantata.

17. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18. Waiver

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall

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it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. **Contracts (Rights of Third Parties) Act 1999**

Except as set out in this Clause 19, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no one other than a party to the Agreement shall have any rights to enforce its terms. Any Affiliate of The Customer may enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this Agreement (and any documents entered into pursuant to it or in connection with it) without the consent of any of The Customer's Affiliates.

20 Choice of Law This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

The terms of this Agreement shall govern all services provided from time to time by Cantata to or for The Customer unless The Customer and Cantata otherwise agree in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives.

CANTATA LIMITED

THE CUSTOMER

By: (signature) **By:** (signature)

Name:

Name:

Title:

Title:

Date:

Date: