



Master Services Agreement

Base Document Version: v01-10

<customer>

Cantarus Limited
York House
York Street
Manchester
M2 3BB
United Kingdom

T: +44 (0)161 971 3200

THIS MASTER SERVICES AGREEMENT ("MSA") is made on _____
("Effective Date")

BETWEEN:

- (1) **CANTARUS LIMITED**, a company registered in England and Wales with company number **04700674** and whose registered address is at 123 Wellington Road South, Stockport, Cheshire, SK1 3TH ("**Cantarus**"); and
- (2) **<CUSTOMER>** registered in England and Wales with company number **<customer company number>** and whose registered office is at <customer registered office> (the "**Customer**").

AGREED TERMS

1. Definitions and interpretation

1.1. The definitions and rules of interpretation set out in this clause 1 shall apply in this MSA.

"**Appendix**" means any appendix appearing at the end of this MSA.

"**Charges**" means the Service Fees and the Licence Fees.

"**Code**" means Source Code and the object code of a Software Deliverable to which it relates.

"**Confidential Information**" has the meaning given in clause 12.2.

"**Consultancy Services**" means the provision of professional advice and guidance within a particular field.

"**Controller**" means a "controller" for the purposes of the DPA.

"**Customer IP**" means any Intellectual Property Rights belonging to the Customer before the Effective Date and any Intellectual Property Rights developed by, or assigned to, the Customer after the Effective Date.

"**Customer's Representative**" means the individual appointed in accordance with clause 8.1.1.

"**Data Protection Legislation**" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the DPA and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"**Data Subject**" has the same meaning as in the Data Protection Legislation.

"**Deliverables**" means all documents, products and materials developed by Cantarus or its agents, subcontractors, consultants and employees as a result of the Services in any form, including computer programs, websites, online platforms, data, reports and specifications, and specified as "Deliverables" in a SOW.

"**DPA**" means the UK Data Protection Act 2018.

"**Equipment**" means computer equipment on which Supported Software is installed and in operational use.

"**UK GDPR**" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679);

“Intellectual Property Rights” means all intellectual property rights including patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Licence Fees” means the charges for the Software licence granted under the relevant SOW.

“Effort Day” means 7.5 hours.

“Modifications” means any additions, modifications, adaptations, enhancements or other alterations made to the Customer IP pursuant to an SOW.

“Non-Software Deliverable” means a Deliverable that is not Software.

“Personal Data” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement.

“Processing” has the same meaning as in the Data Protection Legislation and **“Process”** and **“Processed”** shall be construed accordingly.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Processor” means a “processor” for the purposes of the DPA.

“Project Management Time” means the time spent by Cantarus managing the provision of the Deliverables (including Non-Software Deliverables, Services and Software).

“Project Team” means the directors, officers, employees, agents and representatives authorised by Cantarus to provide the Services from time to time.

“Purpose” means the purpose for which the relevant Services or Deliverables are to be provided and/or used as specified in or reasonably anticipated by the relevant SOW.

“Requirements” means the Customer’s detailed written business, technical and/or functional requirements in respect of the Services and Deliverables (as provided to, and agreed with, Cantarus).

“Schedule” means any schedule appearing at the end of this MSA.

“Security Update” means a fix, patch, configuration change or other mitigation for a Security Vulnerability.

“Security Vulnerability” means a flaw in or characteristics of Software or a system that leaves it open to the potential for exploitation in the form of unauthorised access or malicious behaviour caused by viruses, worms, trojan horses and other forms of malware.

“Service Fees” means the charges specified for the Consultancy Services, development, hosting and/or support and maintenance services provided under the applicable SOW.

“Services” means the provision of the Consultancy Services, Software Development, Licensing, branding and design, hosting and/or support and maintenance services set out in the relevant SOW.

“Software” means a computer program, or other code, such as HTML coding for a website.

“Software Deliverable” means a Deliverable that is Software.

“Source Code” means the source code of the Software Deliverable to which it relates, in the language in which the software was written to enable competent software development personnel to understand, develop and maintain that Software Deliverable.

“SOW” means the legally binding agreement made between Cantarus and the Customer pursuant to this MSA for the provision of Services which sets out (as a minimum) the services to be provided by Cantarus to the Customer and the corresponding charges to be paid by the Customer to Cantarus, and has been signed by an authorised representative on behalf of each party.

“Supported Software” means the Software specified as “Supported Software” in the applicable SOW.

“Use” means load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt and/or otherwise make use of.

“Working Day” means any day other than a Saturday, Sunday or public or national bank holiday in England and Wales.

“Working Hours” means the hours between 09:00 and 17:30 UK time on a Working Day.

- 1.2. Clause headings shall not affect the interpretation of this MSA.
- 1.3. Where the words “include(s)” or “including” are used in this MSA, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.

2. Application of this MSA

- 2.1. This MSA shall apply to all Services provided to the Customer during the term of this MSA.
- 2.2. Any Schedule to this MSA shall form part of this MSA and shall have the same contractual effect as the terms and conditions of this MSA.
- 2.3. Unless stated to the contrary in the Appendix, Cantarus may (from time to time) amend or update the form or content of any notices, forms or other documentation contained in an Appendix. Cantarus shall inform the Customer where such an amendment or update has been made.
- 2.4. No Services or Deliverables are provided under this MSA alone, only in conjunction with an agreed SOW. A SOW is legally binding once it has been signed by both parties, whether or not the Customer has provided a purchase order to Cantarus.
- 2.5. Each SOW shall be a separate contract between Cantarus and the Customer, but shall incorporate the terms and conditions of this MSA save to the extent these terms and conditions are varied in the relevant SOW. Any variation to this MSA that is set out in a SOW shall only apply to that SOW and shall not apply to any other SOW, unless otherwise stated.

- 2.6. In the event of a conflict or inconsistency between the terms and conditions of this MSA or an SOW, the terms of the SOW shall prevail.
- 2.7. In the event of a conflict or inconsistency between the terms and conditions of (a) either this MSA or any SOW and (b) the terms and conditions of any third-party software provided by Cantarus as part of a Software Deliverable the terms of the third-party software shall prevail.

3. Duration

- 3.1. This MSA shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with clause 17.

4. Payment

- 4.1. In consideration of the provision of the Services by Cantarus, the Customer shall pay the Charges as set out in the relevant SOW, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both.
- 4.2. Clauses 4.3 and 4.4 shall apply if Cantarus provides Services on a time and materials basis and clause 4.5 shall apply if Cantarus provides Services for a fixed price. The remainder of this clause 4 shall apply in either case.
- 4.3. Where the Services are provided on a time-and-materials basis:
- 4.3.1. the Service Fees shall be calculated in accordance with Cantarus' standard hourly rates as set out in the applicable SOW;
 - 4.3.2. Cantarus' standard hourly rates are calculated on the basis of Working Hours;
 - 4.3.3. Where approved in writing in advance by the Customer, Cantarus shall be entitled to charge an overtime rate of:
 - 4.3.3.1. 150% of the normal rate for time worked by members of the Project Team outside Working Hours);
 - 4.3.3.2. 200% of the normal rate for time worked by members of the Project Team on any Saturday, on any Sunday or on any bank holiday in England and Wales.
 - 4.3.3.3. For the avoidance of doubt, where members of the Project Team are working flexible hours Cantarus shall not be entitled to charge the overtime rate which if not for the flexible working would have been worked during Working Hours.
 - 4.3.4. Cantarus shall ensure that the Project Team complete time sheets to calculate the Service Fees for each invoice charged on a time and materials basis.
- 4.4. Cantarus shall invoice the Charges monthly and within fourteen days of the month following the month to which the Charges relate unless otherwise specified in the SOW.
- 4.5. Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the relevant SOW. The Customer shall pay the total price to Cantarus (without deduction or set-off) in instalments, as set out in the relevant SOW. When a payment is due, Cantarus shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, as provided in clause 4.6.

- 4.6. Unless stated otherwise in a SOW, the fixed prices and daily rates quoted in a SOW exclude:
- 4.6.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Project Team, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Cantarus for the supply of the Services, and such expenses, materials and third-party services shall be invoiced to the Customer by Cantarus separately; and
 - 4.6.2. any Project Management Time consumed by the Customer which exceeds the quantity included in the SOW and which may be separately charged for; and
 - 4.6.3. VAT, which Cantarus shall add to its invoices at the appropriate rate.
- 4.7. The Customer shall pay each undisputed invoice submitted to it by Cantarus in full and cleared funds (without deduction or set-off) within 30 days of the date of such invoice, unless otherwise agreed in writing by Cantarus.
- 4.8. All payments by the Customer hereunder shall be in United Kingdom pound sterling and shall be paid to Cantarus' bank account as advised by Cantarus to the Customer in writing.
- 4.9. Without prejudice to any other remedy that Cantarus may have, if payment of the Charges or any part thereof is overdue then, unless the Customer has notified Cantarus in writing that such payment is in dispute within 10 calendar days of the receipt of the corresponding invoice, Cantarus may, without prejudice to any other rights or remedies, at Cantarus' option:
- 4.9.1. suspend the Services under all SOWs or the relevant SOW until such payment is made in full. If Cantarus does so suspend, any reasonable costs and expenses Cantarus incurs due to such suspension and subsequent resumption shall be added to the Charges and the timescales for the Services shall automatically be extended by at least the period of such suspension and longer where reasonably necessary without liability on Cantarus' part; and
 - 4.9.2. charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.10. Cantarus shall not be obliged to provide any of the Services while any duly issued invoice(s) remain unpaid under any SOWs, but should Cantarus choose to continue to do so, this shall not in any way be construed as a waiver of Cantarus' rights or remedies.
- 4.11. If the Customer wishes to dispute any sums invoiced by Cantarus, the Customer shall inform Cantarus in writing within 10 calendar days of receipt of the relevant invoice date, setting out the Customer's reasons for disputing such sums. Where the Customer informs Cantarus in accordance with this clause 4.11 that it disputes any sums invoiced, the parties shall use their reasonable endeavours promptly to resolve the issue through negotiations between the Customer's Representative and the Project Team. If the issue has not been resolved within 10 calendar days after the date Cantarus receives written notice of the dispute, the issue shall be referred to the Chief Executive Officer of Cantarus and an appropriate executive of the Customer for discussion and resolution.
- 4.12. All sums payable to Cantarus under this Agreement shall become due immediately on its termination, despite any other provision. This clause 4.12 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement, and shall survive the termination or expiry of this Agreement.

5. Services

- 5.1. Following the execution of a SOW, Cantarus shall provide the Services with reasonable care and skill and in accordance with the terms of the relevant Schedule(s) and the relevant SOW.
- 5.2. The Customer understands that where Cantarus quotes for Service provision using days as a unit:
 - 5.2.1. A day equates to 7.5 hours;
 - 5.2.2. A half-day equates to 3.75 hours.

6. Project Management

- 6.1. The Customer understands and accepts that the quantity of Project Management Time required to complete the Deliverables substantially depends upon the unique circumstances, methodologies, culture, availability and behaviour of each Customer and that where the Customer requires more Project Management Time than allowed for in the Charges Cantarus may charge for this additional time at its prevailing rates including where the Charges are quoted on a fixed price basis.
- 6.2. Cantarus will provide the Customer with regular reports stating the amount of Project Management Time consumed during the period within which the Services are being delivered thereby giving the Customer reasonable time to adjust to reduce its rate of Project Management Time consumption and avoid or minimise any additional costs.

7. Change control

- 7.1. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing (a “**Change Request**”), including where a change is required in order to comply with any applicable statutory requirements, and Cantarus shall, within a reasonable time, provide a written estimate to the Customer of:
 - 7.1.1. the likely time required to implement the change;
 - 7.1.2. any necessary variations to Charges arising from the change;
 - 7.1.3. any other impact of the change on the relevant SOW.
- 7.2. Cantarus has no obligation to proceed with any change unless and until the parties have agreed the necessary variations to the Charges, the Services and any other relevant terms of the SOW to take account of the change and the relevant SOW has been varied in accordance with clause 20.1.
- 7.3. Cantarus may refuse to agree to implement a Change Request where:
 - 7.3.1. in Cantarus’ reasonable opinion it is not possible, due to technical and resource constraints, to implement the proposed change; and/or
 - 7.3.2. the proposed change would cause Cantarus to commit any unlawful or illegal act or omission.
- 7.4. The Customer must always agree to implement a Change Request which Cantarus has raised where the primary object of the proposed change is to:
 - 7.4.1. comply with any regulatory or legal requirements; or

- 7.4.2. prevent any of the Services or Deliverables from infringing any third-party Intellectual Property Rights,

except where the proposed change would materially change the scope of the Services or Deliverables or Requirements to such an extent that, in the Customer's reasonable opinion, the Customer would not receive Services or Deliverables reasonably equivalent to those for which it had contracted, in which case the Customer may terminate the relevant SOW immediately by giving notice to Cantarus.

- 7.5. Cantarus may charge for the time it spends assessing a Change Request from the Customer on a time and materials basis in accordance with clause 4.

8. Customer's Responsibilities

- 8.1. The Customer shall:

- 8.1.1. co-operate with Cantarus in all matters relating to the Services and appoint the Customer's Representative in respect of each SOW;
- 8.1.2. provide the Project Team with full, safe, timely and uninterrupted access (including remote access where applicable) to the Customer's premises and to all items of software, hardware or other materials as may reasonably be required for the purpose of performing the Services;
- 8.1.3. ensure that all relevant Equipment conforms to all standards or specifications notified (whether in a SOW or otherwise) by Cantarus as being the minimum necessary for the proper operation of any Deliverables; and
- 8.1.4. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and use of the Deliverables in all cases before the date on which the Services are to start or the Deliverables are to be used.

- 8.2. Unless there is any agreement in writing to the contrary, the Customer acknowledges and agrees that Cantarus shall not be responsible or liable to the Customer for the acts or omissions of any third party involved in, or associated with, the Services and/or the Deliverables save in circumstances where the third party has been subcontracted by Cantarus.
- 8.3. If Cantarus' performance of its obligations under this Agreement is prevented or delayed by any act or omission (including any delay in providing a purchase order) of the Customer, its agents, subcontractors, consultants or employees, or any third party, Cantarus shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 8.4. The Customer will ensure that information and instructions that the Customer, its agents, subcontractors, consultants, employees, or any third parties engaged by the Customer provides to Cantarus in respect of the scoping and performance of the Services from time to time are complete, accurate and provided within a reasonable time and if Cantarus bases the Charges upon such information and this information is subsequently shown to be incorrect or incomplete, Cantarus reserves the right to charge any resulting additional costs to the Customer.
- 8.5. The Customer acknowledges and agrees that in order for Cantarus to provide the Services, the Customer may need to provide third party data to Cantarus. The Customer represents and warrants to Cantarus that it has obtained all approvals and consents necessary in order to provide Cantarus with such data in relation to the provision of the Services.

- 8.6. The Customer shall not do, or permit to be done, anything which may disrupt, interfere or restrict the use of the Services, or any similar services, provided by Cantarus to other users and shall not do anything or cause anything to be done which may introduce viruses, worms or any other harmful and disruptive material which may affect the Services.
- 8.7. Where any unique user identification and password is created to allow the Customer, or the Customer's customers, to obtain access to a user account as part of the Services ("**Log-in Details**"), the Customer shall keep the Log-in Details confidential and not disclose them to any person or party other than the Customer's customers who, in each case, are informed of the confidential nature of the Log-in Details. The Customer shall notify Cantarus promptly if any Log-in Details are disclosed to any person or party other than the Customer's customers and/or if it becomes aware of anything that may compromise the security and/or operation of the Log-in Details and/or the Services.
- 8.8. The Customer shall indemnify, defend and hold Cantarus, its officers, directors, managers, employees and agents harmless from and against any claims, liability and costs incurred by Cantarus to the extent that such claims, liability or costs result or arise from the Customer's breach of this clause 8.

9. Non-Solicitation

- 9.1. Except with the other party's prior written consent, the Customer and Cantarus shall not, during the term of an SOW, or for a period of 12 months following expiry or termination of an SOW, directly or indirectly induce or attempt to solicit or induce any employee of the other party to leave the party's employment, or engage, attempt to engage, employ, attempt to employ or offer employment or work to any employee of the other party, provided that this clause 9.1 shall not preclude either party from running general and non-specific recruitment campaigns in the normal course of their business. Each party shall procure that the party's group companies shall comply with this clause 9.1, and (without prejudice to the foregoing) any acts or omissions of any of the party's group companies shall be deemed to have been carried out or occasioned by the party for the purposes of this clause 9.
- 9.2. Should either party commit any breach of clause 9.1, unless agreed otherwise, the breaching party shall, on demand, pay to the party claiming breach a sum equal to one year's basic salary or the annual fee that was payable by the party claiming breach to that employee plus the recruitment costs incurred by the party claiming breach in replacing such person. The parties agree that such sums are a genuine pre-estimate of the loss likely to be suffered by the party claiming breach. Payment of any such sums shall not prejudice the party claiming breach's rights to seek other legal remedies such as injunctive relief.

10. Intellectual Property Rights

- 10.1. The Customer owns all Intellectual Property Rights in the Customer IP and Modifications and Cantarus hereby assigns to the Customer by way of present and future assignment all Intellectual Property Rights in the Modifications.
- 10.2. Subject to clause 10.1, the Customer acknowledges and agrees that all Intellectual Property Rights in the Software Deliverables and any Intellectual Property Rights arising as a result of the Services (including any modifications, updates and enhancements of the Services whether or not such modifications, updates and enhancements to the Services have been made by the Customer or Cantarus) shall be owned by Cantarus absolutely and (subject to clause 10.3) shall only be licensed to the Customer in accordance with Schedule C or as otherwise set forth in the relevant SOW, except that notwithstanding any other provisions of this MSA the Customer shall have an irrevocable, perpetual, non-exclusive, worldwide right and licence to Use, and (subject to clause 10.4) to authorise others to Use, the Code incorporated into the Software Deliverables pursuant to this MSA and any SOW for the purposes of maintaining and supporting

Software Deliverables so that they can continue to fulfil the Purpose after the expiry or termination (for any reason) of this MSA.

- 10.3. Subject to clause 10.1, Cantarus hereby grants to the Customer an irrevocable, perpetual, non-exclusive, worldwide right and licence to make use of all Intellectual Property Rights incorporated into Non-Software Deliverables for their relevant Purpose.
- 10.4. Without prejudice to clause 12, the Customer shall keep confidential and not disclose to any third party the Source Code provided by Cantarus pursuant to an SOW at any time (unless otherwise agreed in writing by Cantarus), save where such Source Code is a Modification. This clause shall survive the termination or expiry of this MSA.

11. Publicity

- 11.1. The Customer acknowledges and agrees that Cantarus shall be entitled to:
 - 11.1.1. publicly announce the Customer as a customer of Cantarus upon signing of this agreement by the Customer;
 - 11.1.2. use the Customer's name and logo to identify the Customer as a customer of Cantarus for promotional and marketing purposes.
- 11.2. Subject always to the Customer's approval based on its reasonable opinion of the quality of Deliverables provided by Cantarus the Customer shall use its reasonable endeavours to provide Cantarus with:
 - 11.2.1. a testimonial quote from a senior executive for Cantarus to use on publicity materials;
 - 11.2.2. assistance to produce and periodically update a public case study;
 - 11.2.3. up to four written or verbal references per year for prospective Cantarus customers.
- 11.3. If at any time the Customer's reasonable opinion is that it cannot in good faith provide positive references regarding Cantarus under clause 11.2 then the Customer shall inform Cantarus in writing explaining its concerns and, where appropriate, giving Cantarus the opportunity to remedy the Customer's concerns.

12. Confidentiality

- 12.1. If the parties have entered into a non-disclosure or confidentiality agreement ("**NDA**") in relation to the potential provision of the Services then, provided the NDA is mutual, the terms of the NDA shall be deemed to be incorporated into this MSA and to apply in respect of confidential information disclosed pursuant to this MSA and any SOW, and such terms shall be interpreted accordingly. In particular, but without limitation, any specified purpose or subject matter in the NDA shall be deemed to include the purposes of this MSA. If this clause 12.1 applies, clauses 12.2 to 12.6 shall not apply. If there is any conflict or ambiguity between the provisions of the NDA as incorporated into this MSA and the remaining provisions of this MSA, the remaining provisions of this MSA shall take precedence. If the NDA is not mutual, its terms shall not be incorporated and clauses 12.2 to 12.6 shall apply.
- 12.2. In this MSA "**Confidential Information**" means the proprietary or confidential information of a party, its group companies or a third party, which is disclosed by the relevant party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with this MSA but excluding any information which the Receiving Party can show:

- 12.2.1. was in the public domain at the time of disclosure or was subsequently published or made available to the public generally otherwise than through a breach of confidentiality owed to the Disclosing Party;
 - 12.2.2. was at the time of disclosure already known to or in the possession of the Receiving Party free from any obligation of confidence;
 - 12.2.3. is subsequently received by the Receiving Party from a third party who does not owe any duty of confidence to the Disclosing Party; or
 - 12.2.4. was subsequently independently developed by the Receiving Party's employees, agents or subcontractors without access to the Disclosing Party's Confidential Information.
- 12.3. The Receiving Party shall, for a period of 3 years from the date of disclosure, treat the Disclosing Party's Confidential Information as confidential and, in particular, shall not, without the specific prior written consent of the Disclosing Party:
- 12.3.1. use any of the Disclosing Party's Confidential Information for any purpose other than the purposes of this MSA;
 - 12.3.2. disclose or, through any failure to exercise reasonable care, cause any unauthorised disclosure of any of the Disclosing Party's Confidential Information except to those of its employees, officers, consultants, agents, subcontractors or advisors ("**Representatives**") who may need to have such Confidential Information in connection with the purposes of this MSA and who are bound by obligations of confidentiality equivalent to those in this clause 12;
 - 12.3.3. copy any of the Disclosing Party's Confidential Information except as required for the purposes of this MSA, for disclosures permitted under this MSA, or as part of its electronic archiving procedures; or
 - 12.3.4. commercially exploit the Disclosing Party's Confidential Information in any way.
- 12.4. Each party shall ensure that its Representatives comply with this clause 12, and each party shall be liable for the acts and omissions of its Representatives as if they were its own under this MSA.
- 12.5. Nothing in this MSA shall restrict the Receiving Party from disclosing any of the Disclosing Party's Confidential Information to the extent required by any applicable law, regulation or court order or the rules of any relevant listing authority provided that, to the extent it is legally permitted to do so, the Receiving Party gives the Disclosing Party as much notice of such disclosure as possible.
- 12.6. Following termination of this Agreement, the Receiving Party shall, at the Disclosing Party's request, return or destroy the Disclosing Party's Confidential Information in the Receiving Party's possession or control, except that the Receiving Party shall not be required to return or destroy any Confidential Information stored in its archived electronic files, provided that such files are accessible only to those persons engaged by the Receiving Party to be responsible for the safe and secure storage of such files.

13. Security Patching

- 13.1. The Customer authorises Cantarus for the duration of this MSA to apply Security Updates or other mitigations relating to a Security Vulnerability where in Cantarus' reasonable opinion the risk to the performance and security of either Party's Software, Confidential Information, Personal Data and other data and content justifies such action.
- 13.2. The Customer understands and accepts that:

- 13.2.1. Software or computer systems, whether provided by Cantarus or a third-party, cannot be guaranteed to be free of Security Vulnerabilities;
- 13.2.2. Security Vulnerabilities may present a risk to the performance and security of the Parties' Software, Confidential Information, Personal Data and other data and content;
- 13.2.3. for Security Vulnerabilities in third-party Software:
 - 13.2.3.1. Cantarus is dependent on the provision of Security Updates by the relevant third-party Software vendor;
 - 13.2.3.2. the Customer holds Cantarus, its officers, directors, managers, employees and agents harmless for any delay or failure by the third-party software vendor to provide such Security Updates or for any issues related to the efficacy or performance of the third-party Security Updates;
- 13.2.4. for Security Vulnerabilities in any Cantarus or third-party Software:
 - 13.2.4.1. Cantarus or the third-party Software vendor may require the Customer to have the latest version of the Software installed and operational to receive a Security Update for any given Security Vulnerability;
 - 13.2.4.2. if the latest version of the Software cannot be installed due to reasons outside of Cantarus' direct control, Cantarus shall use its reasonable endeavours to mitigate the Security Vulnerability where practical to do so.
- 13.3. Where in Cantarus' reasonable professional opinion a Security Vulnerability may be of sufficiently high risk to either Party the Customer understands and accepts that:
 - 13.3.1. Cantarus may apply a Security Update or other mitigation without notice to the Customer; and
 - 13.3.2. little or no time may be available for testing Security Updates or other mitigations prior to their deployment and the Customer shall therefore hold Cantarus, its officers, directors, managers, employees and agents harmless for any issues resulting from Cantarus actions under this clause 13.3.

14. Data Processing

- 14.1. If the Customer transfers Personal Data to Cantarus for Cantarus to process in the course of providing any Services, the parties intend that the Customer will be the Controller and Cantarus will be a Processor in relation to such Personal Data.
- 14.2. The Customer warrants and represents that:
 - 14.2.1. it is entitled to transfer such Personal Data to Cantarus to lawfully allow Cantarus to process the Personal Data in accordance with this MSA; and
 - 14.2.2. it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 14.3. For the purposes of this MSA:
 - 14.3.1. the type of Personal Data and categories of Data Subjects will be specified in the relevant SOW; and

- 14.3.2. the nature/purpose of the Processing is to enable Cantarus to carry out the Services (which form the subject matter of the Processing) and the duration of the Processing shall be specified in the relevant SOW.
- 14.4. Cantarus shall comply with its obligations under the Data Protection Legislation and shall, in particular:
 - 14.4.1. Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of providing the Services and in accordance with the Customer's written instructions and the relevant SOW
 - 14.4.2. implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 14.4.3. not transfer the Personal Data outside of the UK or the European Economic Area without the prior written consent of the Customer;
 - 14.4.4. ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
 - 14.4.5. not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the Customer and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause 14;
 - 14.4.6. notify the Customer, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer) and assist the Customer by technical and organisational measures, insofar as possible, for the fulfilment of the Customer's obligations in respect of such requests and complaints;
 - 14.4.7. on request by the Customer and taking into account the nature of the Processing and the information available to Cantarus, assist the Customer in ensuring compliance with its obligations under the UK GDPR (where applicable) with respect to:
 - (i) implementing appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR;
 - (ii) where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the UK GDPR; and
 - (iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the Information Commissioner's Office (or any replacement body) with respect to data protection impact assessments in accordance with Articles 35 and 36 of the UK GDPR;
 - 14.4.8. on request by the Customer, make available information necessary to demonstrate Cantarus' compliance with this clause 14 and otherwise permit, and contribute to, audits carried out by the Customer (or its authorised

representative) provided always that the Customer shall meet Cantarus' reasonable costs of complying with such requests and audits; and

- 14.4.9. on termination or expiry of this Agreement, destroy or return to the Customer (as the Customer directs) all Personal Data and delete all existing copies of such Personal Data.
- 14.4.10. With regard to clauses 14.4.3 and 14.4.5 the Customer understands, accepts and hereby consents to Cantarus using its discretion to engage a third party to carry out some of its Processing obligations under this Agreement and to the transfer of Personal Data outside of the UK or the European Economic Area (Moldova and Australia).

15. Warranties

- 15.1. Each of the parties warrants to the other that it has full power and authority to carry out the actions contemplated under this MSA, and undertakes that its entry into and performance under the terms of each SOW will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 15.2. Subject to the exceptions set out in the relevant SOW and the limitations upon Cantarus' liability in clause 16, Cantarus warrants that:
 - 15.2.1. the Services will be carried out with reasonable skill and care; and
 - 15.2.2. the provision of the Services and Deliverables do not infringe the copyright or database rights of any third party.
- 15.3. Save as expressly provided in clause 15.1 and 15.2 above, all warranties, conditions and other terms implied by statute or common law or in any way otherwise are, to the fullest extent permitted by law, excluded from each SOW, including warranties and conditions of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result.
- 15.4. Without prejudice to the generality of clause 15.3:
 - 15.4.1. Cantarus does not guarantee any particular results when providing the Services or Deliverables, or through use of the Services or Deliverables;
 - 15.4.2. where the Customer has asked Cantarus to configure or develop any Software based on the Customer's business methodology or rules, it is the Customer's responsibility to ensure that its instructions have been implemented to its satisfaction; and
 - 15.4.3. the Customer assumes sole responsibility for the results obtained from the use of Services and/or Deliverables and for conclusions drawn from such use.
- 15.5. Cantarus does not warrant that the use of the Software Deliverables will be uninterrupted or error-free and the Customer agrees that any support services contracted between Cantarus and the Customer shall be its sole remedy for rectification of such interruptions or errors.
- 15.6. Subject to clause 15.9, the sole remedy for a breach of the warranty given in clause 15.2.2 is that Cantarus shall at its own expense, defend or, at Cantarus' option, settle any third party claim or suit alleging that the use by the Customer of the Services or Deliverable or any part of them infringes any copyright or database rights, belonging to a third party (a "**Claim**") and Cantarus agrees to be responsible for the Customer's reasonable costs properly incurred and to pay any damages finally awarded against the Customer in any such Claim by a court of competent jurisdiction provided that:

- 15.6.1. the Customer shall immediately notify Cantarus if a Claim is made against the Customer and agrees to grant Cantarus exclusive control of all litigation and negotiations in connection with such Claim;
 - 15.6.2. the Customer shall, at Cantarus' request and expense, afford to Cantarus all reasonable assistance for the purpose of contesting any Claim;
 - 15.6.3. the Customer does not make any admissions (save where required by court order or governmental regulations, and where the Customer is required under the terms of such order or regulations not to first consult with Cantarus) which may be prejudicial to the defence or settlement of any Claim without Cantarus' approval (not to be unreasonably withheld or delayed).
- 15.7. Subject to clause 15.9, if a Claim is made or in Cantarus' reasonable opinion is likely to be made, Cantarus may at Cantarus' own expense either:
- 15.7.1. modify any or all of the Services or Deliverable without reducing the performance and functionality of the same so as to avoid the infringement or the alleged infringement, or;
 - 15.7.2. procure a licence to use the infringing or potentially infringing part of the Services or Deliverable on terms which are acceptable to the Customer (acting reasonably); or
 - 15.7.3. if neither causes of action under clauses 15.7.1 or 15.7.2 are reasonably practicable or economical, Cantarus may refund to the Customer the proportion of the Charges paid by the Customer to Cantarus which reflects the loss of functionality suffered by the Customer as agreed between the parties or in the absence of agreement as determined by an independent consultant nominated by agreement of the parties (such consultant to act as expert not as arbitrator) and whose decision shall be final and binding on the parties.
- 15.8. If Cantarus has modified the Services or Deliverable pursuant to clause 15.7.1 or procured a licence under clause 15.7.2 and has therefore avoided the Claim, then Cantarus shall have no further liability in respect of that Claim.
- 15.9. The provisions of clause 15.6 shall not apply insofar as any such defect, fault or Claim is solely in respect of:
- 15.9.1. breach of the relevant Software licence by the Customer; or
 - 15.9.2. the Customer's use of the Services or Deliverable or any part thereof in a manner not reasonably to be anticipated by Cantarus when supplying them to the Customer; or
 - 15.9.3. modifications made to the Services or Deliverable by the Customer or a third party under the Customer's direction without Cantarus' authorisation; or
 - 15.9.4. use of the Services or Deliverable in association with any other equipment, programs or materials not supplied by Cantarus unless such combination is expressly authorised by Cantarus; or
 - 15.9.5. the Customer's Equipment; or
 - 15.9.6. designs or specifications supplied by the Customer.
- 15.10. No representation or warranty is given by Cantarus that any or all faults can be fixed or will be fixed within a specified period of time.

16. Limitation of Liability

- 16.1. Nothing in this MSA or any SOW limits or excludes either party's liability for:
- 16.1.1. death or personal injury caused by its negligence;
 - 16.1.2. fraud or fraudulent misrepresentation; or
 - 16.1.3. any other liability which cannot be limited or excluded by applicable law.
- 16.2. Subject to clause 16.1, neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this MSA (or any SOW) for:
- 16.2.1. loss of profits;
 - 16.2.2. loss of sales or business;
 - 16.2.3. loss of agreements or contracts;
 - 16.2.4. loss of anticipated savings;
 - 16.2.5. loss of or damage to goodwill;
 - 16.2.6. loss of use or corruption of software, data or information; or
 - 16.2.7. any indirect or consequential loss.
- 16.3. Subject to clause 16.1 and clause 16.2, each party's total liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this MSA shall be limited:
- 16.3.1. per claim:
 - (i) to the sum of the total price payable under the relevant SOW where Cantarus is providing the relevant Services for a fixed price; or
 - (ii) to the sum of the charges paid or payable by the Customer under the relevant SOW in the 12 month period immediately preceding the relevant claim where Cantarus is providing the relevant Services on a time and materials basis; and
 - 16.3.2. in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, to the equivalent of the total charges paid by the Customer in that period.
- 16.4. The parties acknowledge and agree that payments due under each SOW will be negotiated and agreed on the basis that the parties may exclude or limit their liability to each other as set out in this MSA. The parties each confirm that they will themselves bear or insure against any loss for which the other party has limited or excluded liability under this MSA.
- 16.5. This clause 16 shall survive the expiry or termination of this MSA, however arising.

17. Termination

- 17.1. Either party may terminate this MSA and/or any SOW immediately upon written notice to the other party in the event of:

- 17.1.1. any material or persistent breach(es) of the SOW by the other party which breach(es) is/are not remediable or, if remediable, is/are not remedied within 20 Working Days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach(es) and requiring that the same be remedied; or
- 17.1.2. the other party becomes unable to pay its debts as they fall due or the value of its assets become less than the amount of its liabilities or it ceases to carry on business as a going concern or becomes insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt (including suffering any event in any non-UK jurisdiction analogous to, or comparable with, any of the foregoing).
- 17.2. Cantarus may terminate a SOW without liability to the Customer if the Customer fails to pay any amounts due to Cantarus, and the relevant amounts remain outstanding for more than 14 days after Cantarus notifies the Customer that the amounts are overdue.
- 17.3. Without affecting any other right or remedy available, either party may terminate this agreement on giving not less than 3 months' written notice to the other party subject to 17.3.1 and 17.3.2 below. In addition the parties may terminate this Agreement by mutual written agreement at any time.
 - 17.3.1. Where there is a SOW with an unexpired Term, the SOW and the terms of this MSA will continue until the end of the Term unless there are provisions allowing termination prior to the expiration of the Term in which case those provisions shall apply.
 - 17.3.2. Where there is a SOW in existence where the Term has expired but there are provisions relating to termination of the ongoing term, those provisions will apply and the terms of this MSA shall remain in force until the ongoing term of the SOW has concluded.
- 17.4. For the avoidance of doubt, if a SOW is terminated, any other SOWs still in existence do not automatically terminate but shall continue, subject to the terms and conditions of the relevant SOW, until such SOWs expire or are themselves terminated in accordance with their terms.
- 17.5. Unless the parties agree otherwise in writing or the provisions of Clause 17.3 apply, termination or expiry of this MSA shall result in the automatic termination of any SOW in force at that time and all rights granted to the Customer shall immediately cease and the Customer shall no longer be permitted to make use of the Services.
- 17.6. The termination or expiry of this MSA or any SOW shall not affect or prejudice the accrued rights of the parties as at such termination or expiry, or the continuation of any provision expressly stated to survive, or implicitly surviving, such termination or expiry.

18. Force Majeure

- 18.1. Neither party shall be in breach of a SOW nor liable for delay in performing, or failure to perform, any of its obligations under a SOW (excluding payment obligations) if such delay or failure result from events, circumstances or causes beyond its reasonable control (each a "**Force Majeure Event**"), including strikes, lock-outs or other industrial disputes (whether involving the Project Team or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the time for performance

shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.

19. Export

- 19.1. Each party undertakes to strictly comply with any applicable laws and regulations, national or international, relating to security trade/ export control when pursuing its activities under a SOW. Neither party shall export, directly or indirectly, any technical data acquired from the other party under a SOW (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 19.2. Each party undertakes, if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any export control laws where such export is linked to a SOW.

20. General

- 20.1. **Variation:** No variation of the terms of this MSA shall be valid unless it is in writing and signed by or on behalf of each of the parties (whether in a SOW or otherwise).
- 20.2. **Waiver:** No failure or delay by a party in exercising any right or remedy under any SOW or by law shall constitute a waiver of that (or any other) right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.3. **Remedies:** Except where expressly stated otherwise, the rights and remedies provided under this MSA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 20.4. **Severance:** If any provision or part-provision of this MSA and/or any SOW is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this MSA or the applicable SOW.
- 20.5. **Entire agreement:** This MSA together with the relevant SOW constitutes the entire agreement between the parties relating to the relevant Services and supersedes all previous representations, agreements, assurances, understandings and other communications between the parties, both oral and written, relating to such Services.
- 20.6. **No reliance:** Each party acknowledges that in entering into this MSA it does not rely on, and shall have no remedies in respect of, any representation, assurance, statement or warranty (whether made innocently or negligently) that is not set out in this MSA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this MSA. Nothing in this clause shall limit or exclude any liability for fraud.
- 20.7. **Assignment:** The Customer shall not, without the prior written consent of Cantarus, assign, transfer, charge, novate, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this MSA and/or any SOW. Cantarus may at any time assign, transfer, charge, novate, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under this MSA

and/or any SOW and may subcontract or delegate in any manner any or all of its obligations under a SOW to any third party provided that Cantarus can demonstrate that such third party is an economic entity of reasonable financial standing and that such assignment or novation does not increase the risk or cost to the Customer in respect of the Services. The Customer warrants and represents that it will (at Cantarus' reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 20.7.

20.8. **No legal partnership:** Nothing in this MSA is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20.9. **Third party rights:** A person who is not a party to this MSA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MSA, except for the rights-holder of any third-party software provided as part of a Software Deliverable who may directly enforce the terms and conditions of their licence agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this MSA and/or any SOW are not subject to the consent of any person that is not a party to this MSA.

20.10. **Notices:** All notices given under this MSA or any SOW shall be in writing, sent for the attention of the relevant person named below and to the address given on the front page of this MSA (or such other address or person as the relevant party may notify to the other party), and shall be delivered either personally, by courier, or by recorded delivery. A notice is deemed to have been received on signature of a delivery receipt by an individual at the correct address for notices. Notices shall be marked for the attention of:

20.10.1. For Cantarus: Lee Adams, CEO

20.10.2. For the Customer: <customer notice name and job title>

This clause does not apply to the service of any proceedings or other documents in any legal action or dispute resolution.

21. Dispute Resolution, Law & Jurisdiction

21.1. In the event of any dispute arising under a SOW the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. To initiate the mediation a party must give notice in writing ("**ADR Notice**") to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR. A party may not serve an ADR Notice until 21 days after it has made a written offer to the other party to negotiate a settlement to the dispute. The mediation will start not later than 14 days after the date of the ADR Notice. Unless otherwise agreed by the parties, the mediator will be appointed by CEDR.

21.2. No party may commence court proceedings in respect of any dispute arising out of this MSA and/or any SOW until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

21.3. Subject to clause 21.2, each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes of whatever nature arising out of or relating to this MSA and/or any SOW (including any non-contractual disputes or claims). Notwithstanding the provisions of clause 21.2, nothing in this MSA shall limit either party's right to seek injunctive relief.

21.4. This MSA, each SOW, and any dispute or claim arising out of or in connection with it or them, or its or their subject matter or formation (including non-contractual disputes or claims) shall be governed by English law.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this MSA on the date set out at the head of this MSA

Company	<customer>
Name	<customer signatory name>
Title	<customer signatory job title>

Signature	
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Company	Cantarus Limited
Name	Lee Adams
Title	Chief Executive Officer

Signature	
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Schedule A **Consultancy Services Terms**

The terms set out in this Schedule shall apply to all Consultancy Services undertaken by Cantarus for the Customer.

A.1. Definitions

A.1.1. In this Schedule:

“**Accepted**” means full and final acceptance that the relevant Non-Software Deliverable meets the Requirements stated in the relevant SOW.

“**Approval**” means written confirmation by the Customer, acting reasonably and proportionately, that the relevant Deliverable or Service meets the Requirements stated in the relevant SOW in all material respects (and “**Approve**” and “**Approved**” shall be construed accordingly).

“**Approval Notice**” means Cantarus indicating in writing to the Customer that a stage has been reached in the performance of the Consultancy Services requiring the Approval or Acceptance of the Customer.

“**Parties**” means Cantarus and the Customer, and 'Party' shall mean either one of them;

A.2. Provision of Consultancy Services

A.2.1. Cantarus shall provide the Consultancy Services to the Customer in such places and locations as agreed in the relevant SOW and subject to the availability of Cantarus' Project Team.

A.2.2. The Consultancy Services shall be performed by suitably qualified employees or agents that Cantarus may choose as most appropriate to carry out the Consultancy Services.

A.2.3. Cantarus will provide reports at the times and in the format agreed by the Parties and unless otherwise agreed by the Parties:

A.2.3.1. the Customer will be entitled to one copy of any report provided by Cantarus;

A.2.3.2. the Customer will be entitled to use any reports for its own internal business purposes;

A.2.3.3. the Customer will not be entitled to publish any reports (or sell or make the reports available to third parties), or allow any other person to do so;

A.2.3.4. the copyright and database right (and all other intellectual property rights) in the reports (or any other material created or prepared, whether or not provided to the Customer, by Cantarus in performing the Consultancy Services) shall belong to Cantarus.

A.2.4. The Customer acknowledges and agrees that time is not of the essence for:

A.2.4.1. any dates or times when Consultancy Services are due to be performed;

A.2.4.2. the length of time that any Consultancy Services will take to perform as stated in the relevant SOW or as agreed by the Parties;

A.2.4.3. any date or time when any of the Consultancy Services will be completed by as stated in the relevant SOW or as may be agreed by the Parties from time to time.

A.3. Approval of Non-Software Deliverables

Where any stage of performing the Consultancy Services requires the Approval of the Customer, the following shall apply:

- A.3.1. If the Customer does not Approve a Non-Software Deliverable or Service it must provide written reasons and feedback explaining the non-Approval ("**Feedback**"). Cantarus shall within 7 days of receiving the Feedback either:
 - A.3.1.1. agree, at no further cost to the Customer, to implement the Feedback within a timescale agreed between Cantarus and the Customer (both acting reasonably); or
 - A.3.1.2. acting reasonably, identify any elements of the Feedback which:
 - A.3.1.2.1. do not correctly identify disparity between the relevant Non-Software Deliverable or Service and the Requirements stated in the relevant SOW; and/or
 - A.3.1.2.2. are disparities between the relevant Non-Software Deliverable or Service and Requirements stated in the relevant SOW which are, either wholly or partly, a result of acts or omissions of the Customer, or by a third party, or by one of the Customer's sub-contractors or agents for whom Cantarus has no responsibility;

(together, "Unjustified Feedback"); or

 - A.3.1.3. do a combination of A.3.1.1 and A.3.1.2 above.
- A.3.2. Cantarus shall have no further obligation in respect of Non-Software Deliverables or Services which are not Approved solely as a result of Unjustified Feedback, but Cantarus will provide assistance reasonably requested by the Customer in respect of resolving any problems identified in, or arising from, any Unjustified Feedback by supplying additional services or products within a timescale agreed between Cantarus and the Customer (both acting reasonably). The Customer shall pay Cantarus in full for all such additional services and products at the applicable day rate set out in the relevant SOW relating to those Non-Software Deliverables or Services which were subject to Unjustified Feedback. Any extra work required in connection with Unjustified Feedback will be agreed under clause 6 (Change control), including for example additional Requirements the Customer wishes to introduce.

A.4. Acceptance of Deliverables

Non-Software Deliverables and Services will be (deemed to be) Accepted when it has been Approved by the Customer, or Cantarus has fulfilled its obligations in respect of any Feedback (so that no outstanding items of Feedback remain in respect of that Non-Software Deliverable, or only Unjustified Feedback).

Schedule B Software Development Terms

The terms set out in this Schedule shall apply to all Software development undertaken by Cantarus for the Customer.

B.1. Definitions

B.1.1. In this Schedule:

“**Acceptance Test**” means appropriate tests for Software Deliverables, such as performance and functionality tests.

“**Accepted**” means full and final acceptance that the relevant Deliverable meets the Requirements in the SOW.

“**Approval**” means written confirmation by the Customer, acting reasonably and proportionately, that the relevant Deliverable or Service meets the Requirements in the relevant SOW in all material respects (and “**Approve**” and “**Approved**” shall be construed accordingly).

“**Defect**” means a failure of the system to function as designed.

“**Low Severity Issue**” means an issue that is unlikely to manifest, or is aesthetic and/or does not significantly impact system functions.

B.2. Development and Approval of Deliverables

B.2.1. Once Cantarus has completed the development work in respect of a Software Deliverable (or a defined part of a Software Deliverable as agreed in the relevant SOW), it will, as agreed in the relevant SOW, test the Deliverable. Cantarus will, after the Software Deliverable has successfully completed its own testing, also provide the Software Deliverable for Acceptance Testing under paragraph B.3.

B.3. Testing of Software Deliverables

B.3.1. The Acceptance Tests shall test compliance of the Software Deliverable with the (relevant) Requirements. The form and detail of the Acceptance Tests and applicable acceptance criteria will be as set out in the relevant SOW.

B.3.2. The Customer shall within 7 days (or such other period as is specified in the relevant SOW) after receiving a Software Deliverable complete the Acceptance Tests for that Software Deliverable. The Customer will notify Cantarus when the Acceptance Tests have been passed (meaning that the Software Deliverable has met the acceptance criteria set out in the relevant SOW) and provide the results of the Acceptance Tests to Cantarus in writing.

B.3.3. Subject to paragraph B.3.4, if the Software Deliverable fails the Acceptance Tests Cantarus will fix the Defects at no extra cost to the Customer, and will re-test the Software Deliverable, until the Software Deliverable passes the Acceptance Tests provided that if Cantarus is unable to fix the Defect (and it is not a Low Severity Issue) after 3 attempts the Customer shall have the right to terminate the relevant SOW and Cantarus shall refund to the Customer in proportion to the useful functionality lost some or all of the Charges incurred by the Customer in respect of that SOW. Any dispute between Cantarus and Customer regarding the proportion of the refund shall fall to be dealt with under clause 21.

B.3.4. If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Customer, or by a Third Party, or by one of the Customer's sub-contractors or agents for whom Cantarus has no responsibility (“**Non-Cantarus Defect**”), the Software Deliverable shall be deemed to have passed the Acceptance

Tests notwithstanding such Non-Cantarus Defect. Cantarus will provide assistance reasonably requested by the Customer in remedying any Non-Cantarus Defect by supplying additional services or products. The scope of such additional services will be agreed under clause 6 (Change control) and the Customer shall pay Cantarus in full for all such additional services and products at the applicable day rate set out in the relevant SOW relating to the relevant Software Deliverable.

B.4. Acceptance of Deliverables

B.4.1. Deliverables and Services will be (deemed to be) Accepted:

B.4.1.1. in respect of a Software Deliverable, when it has:

B.4.1.1.1. passed the Acceptance Tests; and, if required by the relevant SOW, been Approved by the Customer, or

B.4.1.1.2. Cantarus has fulfilled its obligations in respect of any Feedback (so that no outstanding items of Feedback remain in respect of that Software Deliverable, or only Unjustified Feedback);

B.4.1.2. in respect of any Deliverable, if B.4.1.1 has not occurred in respect of the Deliverable, when:

B.4.1.2.1. that Deliverable is used for (any one of) the purpose(s) it has been procured by the Customer or is published on the internet or is otherwise made available to the public; or

B.4.1.2.2. the Customer uses the Deliverable for its benefit in any other way, including displaying, distributing, or copying it.

Schedule C **Cantarus-Developed & Third-Party Software Licence Terms**

The terms set out in this Schedule shall apply to all Software developed, provided or otherwise made available to the Customer under any SOW.

C.1. Definitions

C.1.1. In this Schedule:

“High Risk Use” means use of any third-party software provided by Cantarus, the Software Deliverables or any Non-Software Deliverables in any application or situation where its failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

“Third-Party Licence” means any licence relating to third-party Software deployed under this MSA including where applicable the licences set out in the appendices of this MSA or the applicable SOW.

“Third-Party Software” means any third-party Software deployed under this MSA including where applicable the Software set out in the appendices of this MSA or the applicable SOW.

“User” means any employee, subcontractor, agent or representative of the Customer who is permitted by the Customer to use the Software in accordance with the terms and conditions of this MSA and the applicable SOW.

C.2. Licence Terms

C.2.1. In consideration of the Licence Fee paid by the Customer to Cantarus, Cantarus grants the Customer the following licences in respect of the Software specified in the relevant SOW:

C.2.1.1. a non-exclusive, non-transferable, irrevocable licence to use the Software for the relevant Purpose only, subject at all times to the conditions set out in paragraph C.2.2;

C.2.1.2. a non-exclusive, non-transferable, revocable licence to use Third-Party Software for the purposes of effectively using the Software in accordance with this MSA and the relevant SOW, subject at all times to:

C.2.1.2.1. the terms and conditions of and the Customer's compliance with the terms of Third-Party Licences; and

C.2.1.2.2. the Customer not using the Software for any High Risk Use and the Customer shall indemnify and hold harmless Cantarus from any third party claim arising out of the Customer's use of the Software with any High Risk Use; and

C.2.1.2.3. the Customer's consent for Cantarus to disclose the Customer's relevant details as reasonably required by any Third-Party Software vendor such details to include but not be limited to the Customer's name, address, country, contact details and information relating to the Customer's use of Third-Party Software.

C.2.2. The licence granted in paragraph C.2.1 is subject to the following conditions:

C.2.2.1. a licence of the Software is only granted for separate modules of that Software as detailed in (and subject to the terms and conditions set out in) the relevant SOW;

- C.2.2.2. the Customer shall ensure that its users comply with the restrictions and requirements in the relevant SOW and shall be responsible for the actions of its users at all times;
- C.2.2.3. the Customer may not use the Software for any purpose other than the Purpose without the prior written consent of Cantarus, and the Customer acknowledges that additional fees may be payable on any change of use approved by Cantarus;
- C.2.2.4. the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify Cantarus as soon as it becomes aware of any unauthorised use of the Software by any person and/or for any purpose outside the Purpose;
- C.2.2.5. the Customer shall pay, for broadening the scope of the licences granted under this MSA and the relevant SOW to cover the unauthorised use, an amount equal to the fees which Cantarus would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 4.9.2 of the MSA, from such date to the date of payment;
- C.2.2.6. the Customer's right to use the Software is personal and does not extend to any other legal entity;
- C.2.2.7. except as expressly stated in this paragraph 2.2, the Customer has no right (and shall not permit any third party) to copy, adapt, alter modify, merge, revise, improve, upgrade, enhance, reverse engineer, decompile, disassemble or make error corrections to the Software in whole or in part:
 - C.2.2.7.1. except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer; provided that
 - C.2.2.7.2. the Customer shall not be entitled to carry out acts under paragraph C.2.2.7.1 where Cantarus is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request Cantarus to carry out such action or to provide such information (and shall meet Cantarus' reasonable costs in providing that information) before undertaking any such reduction;
- C.2.2.8. the Customer may not use any such information provided by Cantarus or obtained by the Customer during any such reduction permitted under paragraph C.2.2.7.1 above to create any software whose expression is substantially similar to that of the specified Software nor use such information in any manner which would be restricted by any copyright subsisting in it;
- C.2.2.9. the Customer shall comply with Third-Party Licences (if there are any) and the Customer shall indemnify and hold Cantarus harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising;

- C.2.2.10. Cantarus may treat the Customer's breach of any Third-Party Licence as a material breach of this Contract;
 - C.2.2.11. where the Software is licenced on a User basis, the Customer shall ensure that the number of persons using the Software does not exceed the number of permitted Users in the SOW regardless of whether any copies of the Software are made in accordance with the terms of the Customer's licence;
 - C.2.2.12. the Customer shall maintain and shall not remove any notices placed on the Software;
 - C.2.2.13. except as expressly stated in this paragraph C.2.2 and/or the relevant SOW the Customer shall not:
 - C.2.2.13.1. access all or any part of the Software in order to build a product or service which competes with the Software; or
 - C.2.2.13.2. use the Software to provide services to third parties; or
 - C.2.2.13.3. attempt to obtain, or assist third parties in obtaining, access to the Software; or
 - C.2.2.13.4. allow the Software to become the subject of any charge, lien or encumbrance; or
 - C.2.2.13.5. deal in any other manner with the Software without the prior written consent of Cantarus.
 - C.2.3. The Customer shall at all times remain liable for and shall indemnify Cantarus and hold Cantarus harmless for the acts or omissions of its sub-contractors in breach or contrary to the requirements of paragraph C.2.2.
 - C.2.4. The Customer may appoint a subcontractor to host and manage the Software on the subcontractor's servers for use of the Customer in accordance with the terms of the Customer's licence provided that such subcontractor:
 - C.2.4.1. enters into and complies with a duly binding written contract containing terms no less restrictive than those contained in this Schedule C;
 - C.2.4.2. expressly agrees that it shall not use the Software for any other purpose; and
- the Customer acknowledges that should it require any assistance from Cantarus with respect to the transfer of Software to new servers then this would be subject to the parties agreeing a separate SOW for such services.

Schedule D Hosting Terms

The terms set out in this Schedule shall apply to all hosting services undertaken by Cantarus for the Customer.

D.1. Definitions

D.1.1. In this Schedule:

“Business Critical” means a catastrophic issue with the hosting of the Hosted Application which may severely impact essential Customer production systems (which shall include the functionality of the Hosted Application), or in which essential Customer production systems and/or the Hosted Application are down or not functioning or performance is so severely degraded as to render the Customer's essential production systems or Hosted Application unusable.

“Content” means all text, graphics, logos, photographs, images, moving images (including video), sound, illustrations and other material and related documentation featured, displayed or used in or in relation to the Hosted Application.

“Down Time” has the meaning given in paragraph D.4.1.1.

“High Priority” means the Customer's production systems and the Hosted Application are functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the Customer's essential business operations and productivity. The essential production system or Hosted Application is exposed to potential loss or interruption of service.

“Hosted Application” has the meaning given in paragraph D.3.3.

“Low Priority” means there is no significant impact on the quality, performance or functionality of the Customer's essential production systems or Hosted Application.

“Medium Priority” means a medium-to-low impact issue which involves partial non-critical functionality loss of production systems. One which impairs some operations but allows the Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Customer's operation or issues in which there is an easy circumvention or avoidance by the end user.

“Migration Services” means the services described in paragraph D.6.

“Visitor” means a third party who has accessed the Hosted Application.

“Visitor Information” means the data collected by Cantarus about Visitors and their behaviour when accessing the Hosted Application.

D.2. Term

D.2.1. The hosting services shall commence on the commencement date specified in the relevant SOW and shall continue for the term specified in the relevant SOW.

D.2.2. This MSA and the relevant SOW shall remain in force from year to year thereafter unless:

D.2.2.1. either party notifies the other party of termination in writing at least 90 days before the end of the term (as specified in the relevant SOW) or before the end of any renewal period in which case the SOW shall terminate upon the expiry of the applicable term or renewal period; or

D.2.2.2. until terminated in accordance with any of the provisions of clause 17 or any other clause of this MSA and the relevant SOW.

D.2.3. Cantarus shall be entitled at any time, and from time to time, to reasonably increase the Service Fees and its daily rate to accord with any change in Cantarus' standard scale of charges by giving to the Customer not less than one months' prior written notice.

D.3. IP addresses

D.3.1. The Customer acknowledges that it has no right, title or interest in the IP address allocated to it, and that any IP address allocated to the Customer is allocated as part of the Services and is not portable or otherwise transferable by the Customer in any manner whatsoever.

D.3.2. Cantarus shall promptly inform the Customer of the IP address(es) that have been allocated to the Customer and shall not renumber or reallocate such IP address(es) without given the Customer at least 48 hours' prior written notice. If an IP address is renumbered or reallocated by Cantarus, Cantarus shall use his reasonable endeavours to avoid any disruption to the Customer.

D.3.3. The Customer agrees that he will have no right, title or interest to the IP address upon termination of the relevant SOW, and that the acquisition by the Customer of a new IP address for the hosted website or application (the "**Hosted Application**") following termination of this agreement shall be the exclusive responsibility of the Customer.

D.4. Service levels: standards and interruptions

D.4.1. The Hosted Application shall be available to Visitors pursuant to the Services 99.99% of the time calculated on a monthly basis. Where the Hosted Application is not so available, the Customer will be credited with an amount calculated monthly as an aggregate of all Down Time in accordance with the following table:

Monthly Uptime Percentage	Service Credit (% of monthly Service Fees)
<99.90	5%
<99.00%	15%
<95.00%	25%
<90.00%	50%
<75.00%	100%

D.4.1.1. '**Down Time**' means any service interruption of one minute or more in the availability to Visitors of the Hosted Application pursuant to the Services, but only if the interruption is due solely to a default by:

D.4.1.1.1. Cantarus; or

D.4.1.1.2. an organisation or individual with which Cantarus maintains a direct supply contract, including but not limited to Cantarus' datacentre or cloud hosting providers.

- D.4.2. Service Credits shall be the Customer's sole and exclusive remedy for any Down Time or other interruption of Services delivered under the relevant hosting SOW.
- D.4.3. Outages, excluding emergency but including previously scheduled windows for router, switch, server or other infrastructure maintenance, are not to be included in Down Time calculations, provided that such maintenance are carried out as far as reasonably possible outside the Customer's normal working hours in the UK. Cantarus shall make all commercially reasonable efforts to provide the Customer with prior email notification of all scheduled and emergency outages.
- D.4.4. During the continuance of this agreement, Cantarus shall accept notification from the Customer of degraded or non-performance of the Hosted Application via any or all of the following channels:
- D.4.4.1. Email: For any issues falling within the terms of this MSA, the Customer can send an email to Cantarus' dedicated support email address – support@cantarus.com – which is available during Working Hours. This will open a ticket on Cantarus' helpdesk automatically and the issue will proceed to be dealt with through the helpdesk.
 - D.4.4.2. Telephone: For any issue falling within the terms of this MSA, the Customer can telephone Cantarus' telephone hotline: 0333 577 7776 which is available during Working Hours. Any issue raised over the telephone will be logged by Cantarus and proceed through its helpdesk. Cantarus requires Business Critical and High Priority issues to be raised via its telephone hotline in the first instance.
 - D.4.4.3. Online: For any issue falling within the terms of this MSA, the Customer can log any issue through Cantarus' helpdesk portal at <https://cantarus.samanage.com> which is available during Working Hours.
 - D.4.4.4. Out-of-Hours support: Support outside Working Hours shall be provided by Cantarus only:
 - D.4.4.4.1. where Cantarus has agreed in the relevant SOW to provide the Customer with 24x7 support; and
 - D.4.4.4.2. where the Customer calls the nominated out-of-hours telephone number as stated in the SOW; and
 - D.4.4.4.3. for Business Critical issues; and
 - D.4.4.4.4. on a reasonable endeavours basisprovided always that the Customer understands and accepts that such out-of-hours support is not subject to the target response times set out in paragraph D.4.6.
- D.4.5. If an issue is raised through email support or online support the Customer shall supply in writing to Cantarus a detailed description of the issue requiring support services and the circumstances in which it arose. Such information shall also be provided where the issue is raised by telephone and Cantarus requests information to be provided in writing.
- D.4.6. When appropriate, Cantarus will endeavour to give an estimate of how long an issue may take to resolve. Cantarus will keep the Customer informed of the progress of resolution of the issue. Cantarus' target times within Working Hours for a person to be actively working on the issue shall be:

Issue Severity	Actively Working Target
Business Critical	1 hour
High Priority	4 hours
Medium Priority	15 hours
Low Priority	37.5 hours

For avoidance of doubt these target times do not indicate the length of time required to remedy the issue but Cantarus shall use all reasonable endeavours to remedy Business Critical and High Priority issues as soon as reasonably practicable.

- D.4.7. Cantarus shall notify the Customer of any report of Down Time, and investigate it using suitably qualified personnel, as soon as reasonably practicable after becoming aware of it and shall remedy the Down Time as soon as reasonably practicable.
- D.4.8. The Customer shall provide Cantarus with written notice of intention to claim credit in respect of Down Time within 14 days of Down Time occurring.

D.5. Content and data

- D.5.1. The Customer shall not distribute or store in the Content on the Hosted Application any material or other information that:
- D.5.1.1. infringes any Intellectual Property Rights;
 - D.5.1.2. is in breach of any law, statute, or regulation including data protection legislation;
 - D.5.1.3. is defamatory, libellous, racist, unlawfully threatening or harassing;
 - D.5.1.4. is obscene, pornographic or indecent;
 - D.5.1.5. contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information; or
 - D.5.1.6. is, in the case of distribution, not solicited.
- D.5.2. The Customer shall not allow the Hosted Application to be used for the purpose of gambling or any activity which could be found to constitute gambling.
- D.5.3. For the avoidance of doubt, Cantarus does not monitor, and will have no liability for the contents of any communications (except for its own content and communications, if any) transmitted by virtue of the Services.
- D.5.4. It shall be the sole responsibility of the Customer to deal with any complaints, claims or other issues arising in respect of any communications transmitted and/or any content contained on the Hosted Application in breach of this clause. Cantarus will use reasonable endeavours to forward to the Customer any complaint, claim or other correspondence that it receives relating to a breach of this clause and the Customer shall respond to the same within a reasonable period of time so as to avoid any complaint, claim or other proceedings being threatened or brought against Cantarus. The Customer hereby indemnifies Cantarus in respect of any complaint, award, judgment or other finding against it and/or any costs or other expenses that it may suffer as a result of any complaint, claim, proposed claim or other proceedings being threatened or instigated for breach of this clause. Notwithstanding receipt of payment

from the Customer under the aforementioned indemnity Cantarus reserves its rights to pursue the Customer for damages or any other remedy that it sees fit should breach of this clause occur.

- D.5.5. Cantarus shall have the right immediately and where appropriate without notice to suspend or terminate the Services should breach of this clause have occurred or an allegation of such breach supported by sufficient evidence to allow Cantarus reasonably to conclude that breach has occurred, provided that Cantarus shall, where it is able, promptly on request provide the Customer with details of all allegations and copies of the evidence relating to this clause D.5.5.
- D.5.6. The Customer grants to Cantarus a non-exclusive, royalty-free licence, during the term of this agreement, to use, store and maintain the Content on a server for the purposes of providing the Services in accordance with this MSA. Cantarus may make such copies as may be necessary to perform its obligations under this MSA and the applicable SOW, including backup copies of the Content but Cantarus shall not be obliged to do so unless it has been expressly agreed that back up services will be provided. Upon the termination or expiration of this agreement, Cantarus shall destroy or deliver to the Customer all such copies of the Content and other materials provided by the Customer as and when requested by the Customer.
- D.5.7. This MSA does not transfer or grant to Cantarus any right, title, interest or intellectual property rights in the Content, except for the rights expressly granted in this Schedule.

D.6. Migration services

- D.6.1. On the expiration or termination of the relevant SOW for any reason the Customer may request Cantarus to provide the Migration Services to the Customer, or to a third party service provider identified by the Customer. Cantarus may charge for the Migration Services at its prices for such services current at that date.
- D.6.2. Where the Customer requests the Migration Services in accordance with paragraph D.6.1, Cantarus shall promptly:
 - D.6.2.1. deliver the Customer Software and the Content to the Customer, or to any successor internet service provider at addresses and locations designated by the Customer;
 - D.6.2.2. where applicable, provide reasonable assistance to the Customer to update its DNS tables to reflect the new IP addresses corresponding to the Hosted Application URLs as soon as reasonably practicable following receipt of notice from the successor ISP that it has established a DNS for the Hosted Application URLs; and
 - D.6.2.3. where applicable, provide reasonable assistance to the Customer to continue to provide a DNS for the Hosted Application URLs for a period of 30 days following the date of expiry or termination of the relevant SOW.
- D.6.3. The Customer shall be deemed to have accepted the Migration Services on the expiry of 60 days after delivery of the Content and the Customer Software and the Visitor Information to the Customer or his nominee as provided for in this agreement or on notice of acceptance to Cantarus whichever is the earlier. On such acceptance Cantarus shall not be obliged to provide any further Migration Services to the Customer.

Schedule E Timebank Support Terms

The terms set out in this Schedule shall apply to all Timebank support services undertaken by Cantarus for the Customer.

E.1. Definitions

E.1.1. In this Schedule:

“24x7” means 24 hours per day, 7 days per week.

“Business Critical” means any Error with a Customer’s production systems meeting at least one of the following conditions:

- i. for most or all users, critical functionality is inaccessible or degraded such that it can reasonably be considered unusable and there is no practical workaround; or
- ii. publicly-facing systems have been defaced and offensive, vulgar, illegal, defamatory or otherwise grossly inappropriate content is publicly visible; or
- iii. a Data Breach relating to Personal Data or other sensitive information is in progress or has already occurred; or
- iv. production data is unrecoverable, corrupt or lost; or
- v. severe disruption is being caused to the Customer’s essential business operations.

“Error” means any failure of the Supported Software to conform substantially to the specifications included in the relevant SOW or otherwise agreed in writing by the parties as being applicable to the Supported Software.

“High Priority” means any Error with a Customer’s production systems meeting at least one of the following conditions:

- i. for at least a significant proportion of users, critical functionality is inaccessible or degraded such that it can reasonably be considered unusable and there is no practical workaround; or
- ii. the systems are at high risk of a Data Breach exposing Personal Data or other sensitive information; or
- iii. a security vulnerability having a ‘critical’ overall risk severity under the OWASP risk rating methodology is present; or
- iv. failure to remedy the Error is likely to cause a Business Critical Error within five Working Days; or
- v. substantial disruption is being caused to the Customer’s essential business operations.

“Higher Rate” means a Timebank time consumption rate of 150% of the actual time worked.

“Higher Rate Hours” means the hours after 19:00 and before 08:00 UK time on a Working Day.

“Medium Priority” means any Error with a Customer’s production systems meeting at least one of the following conditions:

- i. for a small minority of users, critical functionality is inaccessible or degraded such that it can reasonably be considered unusable and there is

no practical workaround; or

- ii. the systems are at a medium risk of a Data Breach exposing Personal Data or other sensitive information; or
- iii. a security vulnerability having a 'medium' or 'high' overall risk severity under the OWASP risk rating methodology is present; or
- iv. failure to remedy the Error is likely to cause a High Priority Error within five Working Days or a Business Critical Error within ten Working Days; or
- v. some minor disruption is being caused to the Customer's essential business operations.

"Low Priority" means any Error with a Customer's production systems meeting at least one of the following conditions:

- i. for at least some users, non-critical functionality is inaccessible or degraded but can still reasonably be considered usable and/or there is a practical workaround; or
- ii. the systems are at a low risk of a Data Breach exposing Personal Data or other sensitive information; or
- iii. a security vulnerability having a 'note' or 'low' overall risk severity under the OWASP risk rating methodology is present; or
- iv. failure to remedy the Error is likely to cause a Medium Priority Error within ten Working Days, or a High Priority Error within twenty Working Days or a Business Critical Error within forty Working Days; or
- v. some minor disruption is being caused to the Customer's non-essential business operations.

"Maintenance Window" means a period of time during which Production Changes will be undertaken by the Timebank Service Providers and/or Customer and/or authorised third parties.

"Production Changes" means Timebank Services undertaken on the Customer's production systems which have a risk of causing Errors or outages.

"Standard Rate" means a Timebank time consumption rate of 100% of the actual time worked.

"Standard Rate Hours" means the hours between 08:00 and 19:00 on a Working Day.

"The Timebank" means a conceptual repository into which Cantarus shall deposit and consume time purchased by the Customer for the provision of Timebank Services by Cantarus.

"Timebank Fee" means the fee to be paid for the Timebank Services as specified in the relevant SOW.

"Timebank Services" means together the Timebank Professional Services and the Timebank Support Services.

"Timebank Service Providers" means the directors, officers, employees, agents and representatives used by Cantarus to provide the Timebank Services from time to time.

"Timebank Professional Services" means Cantarus':

- i. Software development services, including web and mobile app development;

- ii. Design services, including creative, graphic and user experience design;
- iii. Consultancy Services;
- iv. Other of its services Cantarus may agree to provide to the Customer from time to time at Cantarus' sole discretion.

"Timebank Support Services" means services related to the correction of Errors.

"Weekend Rate" means a Timebank time consumption rate of 200% of the actual time worked.

"Weekend Rate Hours" means any time (UK time) other than on a Working Day.

E.2. Term

- E.2.1. The Timebank Services shall commence on the commencement date specified in the relevant SOW and shall continue for the term specified in the relevant SOW.
- E.2.2. After the term specified in the SOW, the Timebank Services shall continue unless:
 - E.2.2.1. terminated by either party on not less than three months' written notice; or
 - E.2.2.2. until otherwise terminated in accordance with any of the provisions of clause 17 or any other clause of this MSA and the relevant SOW.

E.3. Operation of The Timebank

- E.3.1. The Customer will purchase an amount of time specified in the relevant SOW for the provision of Timebank Services monthly in advance from Cantarus to be used (if required by the Customer) during the month in respect of which payment has been made or to be retained in the Timebank for subsequent use for a maximum period of three months.
- E.3.2. Where there is time in The Timebank and Timebank Services are required, the time used in providing the Timebank Services shall be set against the oldest period in The Timebank first.
- E.3.3. Cantarus may at its sole discretion decline to provide Timebank Services outside Working Hours unless otherwise agreed in the relevant SOW.
- E.3.4. Time may not be consumed in advance of it being deposited into The Timebank.
- E.3.5. Where additional time is required in The Timebank for the provision of the Timebank Services required by the Customer:
 - E.3.5.1. the Customer may purchase additional time to be added to the Timebank with immediate effect;
 - E.3.5.2. any additional time purchased under this clause is to be retained in the Timebank for a maximum period of three months.
- E.3.6. The Customer shall be entitled at any time to request that Cantarus confirms the amount of time remaining in The Timebank.
- E.3.7. Should time be remaining in The Timebank upon termination of the Timebank Services by the Customer, no refund will be granted to the Customer for the remaining time and the time will be lost.
- E.3.8. Where the Customer wishes to understand in advance how much time completion of a particular Timebank Service might require, the Timebank Service Providers may at

their sole discretion (not to be unreasonably withheld) provide the Customer with a non-binding estimate of the time required to complete a Timebank Service.

- E.3.9. Cantarus shall be entitled at any time, and from time to time, to reasonably increase the Timebank Fee and its daily rate to accord with any change in Cantarus' standard scale of charges by giving to the Customer not less than one months' prior written notice.

E.4. Timebank Professional Services

- E.4.1. Timebank Professional Services shall be provided within Working Hours only and time consumed from The Timebank shall be equal to the actual time worked by the Timebank Service Providers.
- E.4.2. The Customer understands and accepts that work undertaken under Timebank Professional Services is not subject to the service level targets associated with Timebank Support Services and that instead Cantarus shall quote estimated timelines on a case-by-case basis whilst always using its reasonable endeavours to expedite work where the Customer reasonably believes it to urgent.

E.5. Timebank Support Services

- E.5.1. Where consumed for Timebank Support Services, time in The Timebank shall be consumed by the Timebank Service Providers at the following rates:
 - E.5.1.1. during Working Hours: at the Standard Rate;
 - E.5.1.2. during Higher Rate Hours: at the Higher Rate;
 - E.5.1.3. during Weekend Rate Hours: at the Weekend Rate.
- E.5.2. The Customer agrees and accepts that:
 - E.5.2.1. where provision of Timebank Support Services on a 24x7 basis is not specified in the relevant SOW Cantarus:
 - E.5.2.1.1. is not obligated to provide Timebank Support Services outside of Working hours;
 - E.5.2.1.2. may agree to provide Timebank Support Services during Higher Rate Hours at its sole discretion for resolution of Business Critical and High Priority Errors;
 - or
 - E.5.2.2. where provision of Timebank Support Services on a 24x7 basis is specified in the relevant SOW:
 - E.5.2.2.1. Timebank Support Services will be undertaken within Working Hours except where working within Higher Rate Hours or Weekend Rate Hours is reasonably required due to expected or potential impact on the uptime or stability of the Customer's production systems;
 - E.5.2.2.2. for High Priority or Business Critical issues Cantarus is authorised to undertake Timebank Support Services during Working Hours, Higher Rate Hours or Weekend Rate Hours as necessary in its reasonable opinion;

E.5.2.2.3. for Medium Priority issues Cantarus is authorised to undertake Timebank Support Services during Working Hours and Higher Rate Hours as necessary in its reasonable opinion.

E.5.3. Where a Business Critical or High Priority Error has occurred and:

E.5.3.1. insufficient time is available in The Timebank for its resolution;

E.5.3.2. after having made reasonable efforts Cantarus is unable to contact the Customer;

Cantarus is authorised to continue work and the Customer will be charged for any additional time consumed at the appropriate (Standard Rate and/or Higher Rate and/or Weekend Rate) rate(s).

E.5.4. During the term of the relevant SOW, Cantarus shall (subject to clause E.6) provide the Customer's named personnel as specified in the relevant SOW with the Timebank Support Services as specified in the relevant SOW via any or all of the following channels:

E.5.4.1. *Email support:* For any issues falling within the terms of this MSA, the Customer may send an email to Cantarus' dedicated support email address – support@cantarus.com – which is available during Working Hours. This will open a ticket on Cantarus' helpdesk automatically and the issue will proceed to be dealt with through the helpdesk.

E.5.4.2. *Telephone support:* For any issue falling within the terms of this MSA, the Customer can telephone Cantarus' telephone hotline: 0333 577 7776 which is available during Working Hours. Any issue raised over the telephone will be logged by Cantarus and proceed through its helpdesk. Cantarus requires business critical and high priority issues to be raised via its telephone hotline in the first instance.

E.5.4.3. *Online support:* For any issue falling within the terms of this MSA, the Customer can log any issue through Cantarus' helpdesk portal at <https://cantarus.samanage.com/> which is available during Working Hours.

E.5.4.4. *Out-of-Hours support:* Timebank Support Services outside Working Hours shall be provided by Cantarus only:

E.5.4.4.1. where Cantarus has agreed in the relevant SOW to provide the Customer with 24x7 support; and

E.5.4.4.2. where the Customer calls the nominated out-of-hours telephone number as stated in the SOW; and

E.5.4.4.3. for Business Critical Errors; and

E.5.4.4.4. on a reasonable endeavours basis

provided always that the Customer understands and accepts that such out-of-hours support falls outside the target work commencement times in paragraph E.5.6.

E.5.5. If an issue is raised through email support or online support the Customer shall supply in writing to Cantarus a detailed description of any Error requiring Support Services and the circumstances in which it arose, and shall submit sufficient material and information to enable Cantarus' support staff to duplicate the Error. Such information shall also be provided where the issue is raised by telephone and Cantarus requests information to be provided in writing.

- E.5.6. When appropriate, Cantarus will endeavour to give an estimate of how long a Error may take to resolve. Cantarus will keep the Customer informed of the progress of Error resolution. Cantarus' target times within Working Hours for a person to be actively working on the Error shall be:

Error Severity	Actively Working Target
Business Critical	1 hour
High Priority	4 hours
Medium Priority	15 hours
Low Priority	37.5 hours

For avoidance of doubt these are target times for commencement of work only and do not indicate the length of time required to remedy the Error.

- E.5.7. Cantarus does not warrant that all Errors can and will be corrected. Cantarus shall use its reasonable endeavours to correct Errors so long as the Errors are replicable by Cantarus, or to provide a software patch or to bypass such Error.
- E.5.8. The Customer undertakes not to alter or modify the whole or any part of the source code or other core components of the Supported Software in any way whatsoever without the prior written approval of Cantarus.

E.6. Production Changes

- E.6.1. Where Production Changes are a necessary component of provision of the Timebank Services a Maintenance Window will be agreed between the Customer and Cantarus subject always to the following conditions:
- E.6.1.1. For Business Critical Errors, the Customer authorises Cantarus to undertake Production Changes within Working Hours;
 - E.6.1.2. Cantarus may at its sole discretion agree to undertake Production Changes during a Maintenance Window scheduled outside Working Hours but within Standard Rate Hours, subject always to:
 - E.6.1.2.1. at least one week's advance notice of this requirement from the Customer;
 - E.6.1.2.2. the availability of suitably qualified Timebank Service Providers;
 - E.6.1.2.3. the Production Changes having in Cantarus' reasonable opinion a significant risk of causing downtime or other disruption to the Customer's production systems.
- E.6.2. During downtime caused by Production Changes Cantarus will display a message to end-users informing them of the reason for the downtime.

E.7. Exclusions

- E.7.1. Cantarus shall be under no obligation to provide Timebank Support Services in respect of:
- E.7.1.1. any software other than the Supported Software;
 - E.7.1.2. any programs used in conjunction with the Supported Software;

- E.7.1.3. Errors or issues which were known to the Customer before the commencement date of the relevant SOW.
- E.7.2. Cantarus may (in its sole discretion) upon request by the Customer provide Support Services where the circumstances described in paragraph E.7.1 above apply.
- E.7.3. Cantarus shall not be obliged to make modifications or provide support in relation to the Customer's computer hardware, operating system software, or third party application software or any data feeds or external data.
- E.7.4. Timebank time may not be used for
 - E.7.4.1. the provision of services at the Customer's premises except where the Timebank Service Providers are already attending the Customer's premises for other reasons;
 - E.7.4.2. the provision of training except at Cantarus' sole discretion.

E.8. Customer's obligations

- E.8.1. The Customer shall:
 - E.8.1.1. operate the Supported Software, maintain data and any database in accordance with any technical documentation provided by Cantarus;
 - E.8.1.2. make appropriate solution components accessible to Cantarus' support staff, and when required enable logons or passwords required for such support staff (who will have their own logons);
 - E.8.1.3. provide notice to Cantarus of the Customer's intention to change operating systems, software or data feeds which could reasonably be expected to involve a risk of introducing Errors.
- E.8.2. The Customer shall subject to paragraph E.10 provide Cantarus with reasonable direct and remote access to the Equipment and the Supported Software, and shall provide such reasonable assistance as Cantarus may request, including providing sample output and other diagnostic information.

E.9. Security and control

- E.9.1. The Customer shall during the term of the relevant SOW:
 - E.9.1.1. effect and maintain adequate security measures to safeguard the Supported Software from access or use by any unauthorised person;
 - E.9.1.2. retain the Supported Software and all copies thereof under the Customer's effective control;
 - E.9.1.3. comply with all reasonable instructions of Cantarus with regard to the use of the Supported Software, including, without limitation, the implementation of upgrades to the Supported Software, third party software, specified operating system and computer hardware which Cantarus may provide from time to time.

E.10. Remote access

- E.10.1. If Cantarus has remote access to any part of the Equipment in the course of performing its obligations under the relevant SOW the following provisions of this paragraph shall apply additionally.

E.10.2. Cantarus will:

E.10.2.1. only use a remote access method approved by the Customer (such approval not to be unreasonably withheld or delayed); and

E.10.2.2. provide the Customer with the name of each individual who will have remote access to the Equipment and the phone number at which the individual may be reached.

Schedule F Timeblock Terms

The terms set out in this Schedule shall apply to all Timeblock services provided by Cantarus for the Customer.

F.1. Definitions

F.1.1. In this Schedule:

"Timeblock" means an amount of time purchased by the Customer for the provision of Timeblock Services by Cantarus.

"Timeblock Fee" means the fee to be paid for the Timeblock Services as specified in the relevant SOW.

"Timeblock Service Providers" means the directors, officers, employees, agents and representatives used by Cantarus to provide the Timeblock Services from time to time.

"Timeblock Services" means Cantarus':

- i. Software development services;
- ii. Consultancy Services;
- iii. Design services, including creative, graphic and user experience design;
- iv. other services as it may agree to provide to the Customer from time to time at Cantarus' sole discretion.

F.2. Timeblock terms

- F.2.1. The Customer will purchase in advance from Cantarus the amount of time specified in the relevant SOW for the provision of Timeblock Services to be used during the period specified in the relevant SOW.
- F.2.2. The Customer shall be entitled to request the provision of Timeblock Services from the commencement date specified in the relevant SOW and throughout the term stated therein until the time purchased has been expended or the term has expired whichever is the earlier.
- F.2.3. The Customer shall be entitled at any time to request that Cantarus confirms the amount of time remaining.
- F.2.4. Where the Customer wishes to understand in advance how much time completion of a particular Timeblock Service might require, the Timeblock Service Providers may at their sole discretion (not to be unreasonably withheld) provide the Customer with a non-binding estimate of the time required to complete a Timeblock Service.
- F.2.5. Cantarus may at its sole discretion decline to provide Timeblock Services outside Working Hours unless otherwise agreed in the relevant SOW.
- F.2.6. After the term specified in the relevant SOW, Cantarus' obligation to provide Timeblock Services shall cease. Should time be remaining upon termination of the relevant SOW, no refund will be granted to the Customer for the remaining time and the time will be lost.

F.3. Timeblock Services

- F.3.1. Timeblock Services shall be provided within Working Hours only and time consumed from the Timeblock shall be equal to the actual time worked by the Timeblock Service Providers.
- F.3.2. Cantarus shall quote estimated timelines on a case-by-case basis for Timeblock Services whilst always using its reasonable endeavours to expedite work where the Customer reasonably believes it to be urgent.

Schedule G **Subscription Terms and Conditions for Umbraco Cloud**

These subscription terms and conditions incorporate those between Cantarus and Umbraco A/S ("Umbraco") and all users of Umbraco's cloud hosting services. They are subject to change by Umbraco from time to time. Umbraco endeavours to provide reasonable notice of changes by posting the same on its website.

G.1. Subscription term

- G.1.1. The Subscription starts on the date shown in the relevant SOW and runs for the Term as defined in the relevant SOW.
- G.1.2. After the end of the Term the Subscription will automatically renew on an annual basis unless:
 - G.1.2.1. either party gives the other not less than 4 months' written notice that it does not wish to renew the Subscription;
 - G.1.2.2. in Cantarus' reasonable opinion the subscription terms and conditions are changed such that Cantarus no longer considers it commercially tenable to resell Umbraco Cloud in which case Cantarus shall give the Customer at least 1 months' written notice; or
 - G.1.2.3. Cantarus is no longer an authorised reseller of Umbraco Cloud.

G.2. Charges

- G.2.1. The Charges are payable monthly in advance and are subject to increase by Umbraco.
- G.2.2. The Customer acknowledges and accepts that as this is a third party product Cantarus does not have the ability to restrict or prevent increase in the Charges. The prices, rates and subscription types in force from time to time may be changed by Umbraco at the end of each calendar quarter on one month's notice. All prices exclude VAT which shall be applied at the prevailing rate.
- G.2.3. If applicable, dedicated resources are invoiced in advance to the end of a quarter.

G.3. Scope and use of subscription

- G.3.1. There are various different subscriptions to Umbraco Cloud available. Details of what is included in each subscription, such as service level agreements and usage limits, can be found on the Umbraco website: <https://umbraco.com/umbraco-cloud-pricing/#prioritized-cloud-computing> Included in all subscriptions are Umbraco Forms, Umbraco Courier/Deploy and Umbraco TV as listed on www.Umbraco.com
- G.3.2. The Customer's subscription entitles the Customer to use the Application for the number of users, certified packages, additional modules, environments, domains, Umbraco nodes, media files, etc. specified for each product. If the Customer needs further capacity or functionality, then upon use of any additional users or modules by the Customer or upon any acceptance by Umbraco of any requested increase to entries, users or modules, the subscription will be upgraded automatically and the Customer shall agree to pay the consequential increase in the subscription at the then current rates for such environments, users and modules.
- G.3.3. Some functionalities, services and additional modules may be subject to separate terms and conditions, which must be accepted in addition to these terms and conditions before use.

G.4. Upgrades

- G.4.1. Major upgrades are released typically on a two-year cycle. Umbraco does not provide an automated upgrade process for this, however it strives for a migration path. If the Customer has a support service delivered by Cantarus, major updates will be discussed and dealt with as agreed between the Customer and Cantarus.
- G.4.2. Minor upgrades are released between majors and allow for upgrading within the same major. Such upgrades are semi-automatic meaning that the Customer will have to push the upgrade function thus upgrading its development site enabling tests prior to pushing the upgrade to live. Where the Customer has purchased an Umbraco Cloud Starter package it must add an extra environment at the then current rate. If the Customer has a support service with Cantarus, and the necessary test environments are available, minor updates will be dealt with by Cantarus.
- G.4.3. Maintenance releases including performance enhancements and security batches run between minor updates. These are done automatically by Umbraco.
- G.4.4. The upgrade process can vary somewhat but can be found in detail in Umbraco's documentation <https://our.umbraco.org/Documentation/Umbraco-Cloud/Upgrades/>

G.5. Non-fair load

- G.5.1. The Customer is obliged to inform Umbraco by providing a minimum of 5 working days' notice prior to the performance of tests such as, but not limited to, penetration tests and load tests. This can be done by providing Cantarus with sufficient prior notice that it has 5 clear working days to notify Umbraco.
- G.5.2. If the Customer's site misbehaves and uses more than its fair share, Umbraco (and therefore Cantarus) reserves the right to move the Customer to a dedicated resource at the expense of the Customer.

G.6. Support from Umbraco

- G.6.1. Where Cantarus is not providing support to the Customer, Umbraco hosting includes limited support. Different support packages apply to different hosting options as detailed on the Umbraco website.
- G.6.2. Umbraco support does not extend to custom builds of Umbraco where the source code has been modified Third-party add-ons, packages, and extensions including custom code or underlying platform products such as IIS, ASP.NET, SQL Server, and the like.
- G.6.3. Further, Umbraco support is given on sites running on the latest minor version of Umbraco only. However, for a six-month period, the major with the highest minor before the launch date of the latest major is supported e.g. Umbraco supports version 7.9.X. in a 6-month period from the release of 8.X.X.
- G.6.4. Obtaining support from Umbraco may require the Customer to upgrade to the latest Umbraco release at the discretion of Umbraco.
- G.6.5. Where the Customer is receiving support from Cantarus all support requests will be directed to Cantarus as detailed in the support schedule to this MSA.

G.7. Termination

- G.7.1. The subscription can be terminated in accordance with paragraph G.1.2.

- G.7.2. Umbraco (and therefore Cantarus) is entitled to terminate the subscription immediately on written notice if the Customer commits a material breach of these terms and conditions or becomes insolvent or has a receiver or administrator appointed over its assets.

G.8. Operational stability and change

- G.8.1. Cantarus shall not be responsible or liable for any breakdowns or service interruptions of Umbraco Cloud, including interruptions caused by factors beyond its control, such as power failures, defective equipment, Internet connections, telecoms connections or the like.
- G.8.2. Umbraco hosting is provided “as is” and Cantarus expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.
- G.8.3. In the event of an interruption of service Umbraco (and therefore Cantarus) will use reasonable commercial endeavours to restore normal operations as soon as possible.

G.9. Intellectual property

- G.9.1. Any information provided by the application and/or the service, other than the Customer's data, is protected by copyright and other intellectual property rights and is owned by or licensed to Umbraco unless stated otherwise by Umbraco.
- G.9.2. The Customer shall notify Cantarus of any actual or suspected infringement of Umbraco's intellectual property rights and any unauthorised use of the Application that the Customer is aware of.
- G.9.3. No intellectual property rights are assigned to the Customer.
- G.9.4. In relation to any and all material uploaded by the Customer and any and all Customer data, the Customer grants to Umbraco, its suppliers and subcontractors, a non-exclusive worldwide irrevocable license to run, maintain and provide for the Application and related services. The Customer represents and warrants that no uploaded material or Customer data will infringe third party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.
- G.9.5. The Umbraco CMS software itself is open sources software licensed under MIT (<https://github.com/umbraco/Umbraco-CMS/blob/v10/contrib/LICENSE.md>)

G.10. Assignment

- G.10.1. Umbraco is entitled to assign its rights and obligations vis-à-vis the Customer to a group company or to a third party.
- G.10.2. Umbraco is entitled to use subcontractors in all matters.

G.11. Liability

- G.11.1. The Customer shall indemnify Cantarus (so that Cantarus may in turn indemnify Umbraco) against any costs due to service/product liability loss, third party loss or other third party claims due to the Customer's use of the Umbraco Cloud services rendered.

G.12. Infringement of Third Party Rights

- G.12.1. Umbraco provides customers with an indemnity for any claims submitted by a third party that the Application and/or service infringes patents, copyright or trademark rights or misuses trade secrets pursuant to this clause.
- G.12.2. The Customer must immediately notify Cantarus in writing of any third party claim regarding infringement of rights which Cantarus will then notify to Umbraco. Umbraco will then be allowed to defend itself against such a claim and pay any costs related thereto.
- G.12.3. If a final judgment is entered in favour of a third party where infringement is established, Umbraco is, at its own discretion, entitled to obtain a valid license for the Application and/or service or to terminate the infringement by modifying or replacing the Application and/or service with a solution that in all material respects has the same functionality as the Application and/or service. In the alternative, Umbraco (and therefore Cantarus) is entitled to terminate provision of the Application and/or service with immediate effect against repayment of the license fee for the terminated part of the Application and/or service.
- G.12.4. Umbraco's obligations described above do not apply to the extent where a claim or a final judgment is based on:
 - G.12.4.1. The Customer's non-compliance with these terms or any other applicable terms including license terms;
 - G.12.4.2. The Customer's integration of the Application and/or service with a product, data or business processes not provided by Umbraco, including third party add-ons or programs;
 - G.12.4.3. use of the Application and/or service for other purposes than the intended purpose and/or contrary to the instructions regarding proper use.
- G.12.5. This clause is the Customer's only remedy for breach in the event of infringement of a third party's intellectual property rights.
- G.12.6. The Customer will indemnify and defend Cantarus (so that Cantarus can in turn indemnify Umbraco) from and against all third party claims arising from or in connection with Customer's use of the Application and/or service or Customer's data, or any use thereof, without regard to any limitations of liability.

G.13. Confidentiality

- G.13.1. Where the Customer provides information, usernames or passwords in relation to any third party systems, information feed or service to Umbraco, the Customer shall warrant that the provision of such information or the storage and use by Umbraco of such information shall not breach the terms and conditions for such service or any other third party rights. The Customer shall indemnify and hold harmless Cantarus (so that Cantarus can in turn indemnify Umbraco) from any and all loss, damage, cost and expense arising from breach of this clause.
- G.13.2. The Customer is responsible for and warrants that the personal data held on Umbraco Cloud, can be lawfully processed by Umbraco, including that the processing of person data is necessary and objective and that the Customer has obtained specific consent from the registered person, when specific consent is required.

G.14. Customer data

- G.14.1. The Customer shall own any and all data it provides to Umbraco or the Application. The Application permits the Customer to export records and data held by the

Application. The Customer agrees to export any and all data prior to termination of the subscription. Where the subscription expires or is terminated by the Customer, Umbraco shall use reasonable commercial endeavours to permit the Customer to use the export function in the period of 10 days after such termination.

- G.14.2. Umbraco deletes Customer data 30 days after termination of the subscription regardless of the reason for termination, and is not obligated to store any Customer data after such time.
- G.14.3. Umbraco may store Customer data after termination in anonymized form for statistical and analytical purposes only.

Schedule H **Managed Firewall Services Terms**

The terms set out in this Schedule shall apply to all Managed Firewall Services undertaken by Cantarus for the Customer.

H.1. Definitions

H.1.1. In this Schedule:

"24x7" means 24 hours per day, 7 days per week.

"Business Critical" means a catastrophic issue with the Managed Firewall which may severely impact essential Customer production systems (which shall include the functionality of the Managed Firewall), or in which essential Customer production systems and/or the Managed Firewall are down or not functioning or performance is so severely degraded as to render the Customer's essential production systems or Managed Firewall unusable.

"Firewall" means a physical or virtual appliance intended to prevent unauthorised access to or from a private network.

"Firewall Management Portal" means a Cantarus-provided portal facilitating Managed Firewall management, health monitoring, security analysis and customer reporting.

"High Priority" means the Customer's production systems and the managed Firewall are functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the Customer's essential business operations and productivity. The essential production system or Managed Firewall is exposed to potential loss or interruption of service.

"Low Priority" means there is no significant impact on the quality, performance or functionality of the Customer's essential production systems or Managed Firewall.

"Managed Firewall" means the Firewall being managed by Cantarus for the Customer under this agreement and any associated .

"Managed Firewall Service" means the Cantarus service providing Customers with remote configuration support and proactive application of vendor-issued Security Updates.

"Medium Priority" means a medium-to-low impact issue which involves partial non-critical functionality loss of production systems. One which impairs some operations but allows the Customer to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Customer's operation or issues in which there is an easy circumvention or avoidance by the end user.

H.2. Firewall Leasing

Where the Managed Firewall is provided to the Customer by Cantarus on a lease basis the Customer acknowledges and accepts that:

H.2.1. The Managed Firewall remains the property of Cantarus and at termination of this agreement for any reasons shall be returned to Cantarus' office address by recorded delivery at the Customer's cost;

H.2.2. It is the Customer's responsibility to adequately protect and insure the Managed Firewall and the Customer shall bear all costs for its repair or replacement with an equivalent Firewall;

- H.2.3. Where a particular Managed Firewall product or product version is discontinued by the Firewall vendor the Customer will:
- H.2.3.1. authorise and facilitate the replacement of the Managed Firewall by Cantarus with an equivalent product benefiting from vendor support;
 - H.2.3.2. bear any costs associated with procuring new hardware or components and for re-provisioning the new Managed Firewall;
 - H.2.3.3. pay to Cantarus the costs incurred in procuring the replacement Managed Firewall or accept the reset of the Initial Term commencing on the date the replacement Managed Firewall is supplied by Cantarus.
- H.2.4. In the event the Customer falls more than sixty days into arrears Cantarus shall be entitled to:
- H.2.4.1. Require at the Customer's expense the immediate return of the Managed Firewall to Cantarus' office address by recorded delivery;
 - H.2.4.2. Access the Customer's premises to remove the Managed Firewall if the Managed Firewall is not received by Cantarus within 10 days of Cantarus requesting its return from the Customer under the terms of this clause;
 - H.2.4.3. Charge the customer for the outstanding balance due under the Initial Term of renewal terms of this contract.

H.3. Customer-Owned Firewalls

Where the Managed Firewall is the property of the Customer, the Customer acknowledges and accepts that:

- H.3.1. Cantarus is not liable for the repair or replacement of the Managed Firewall, all such costs being borne by the Customer;
- H.3.2. Where a Managed Firewall product or product version is discontinued by the Firewall vendor the Customer shall replace the Managed Firewall with an equivalent but supported unit from the same manufacturer and Cantarus is entitled to charge for supporting or undertaking the provisioning of the replacement Managed Firewall;

H.4. Service Description

The Cantarus Managed Firewall Service is composed of the following service components:

- H.4.1. Firewall Availability Monitoring:
 - H.4.1.1. Cantarus must be able to connect to the Managed Firewall via the Internet using the HTTPS and IPSEC protocol.
 - H.4.1.2. Cantarus' automated monitoring system will provide 24x7 availability monitoring of the Managed Firewall via periodic polling checks of the Managed Firewall. If the checks indicate that the Managed Firewall has become unavailable an email will be sent to the Customer's nominated outage alert email address.
 - H.4.1.3. If the root cause of the Managed Firewall failure is related Customer-related, such as a network change, outage or Customer-managed device, Cantarus will provide the Customer with troubleshooting information upon Customer request but Cantarus is not responsible for resolving issues that are not directly related to the Managed Firewall.

H.4.2. Security Event Monitoring:

- H.4.2.1. Managed Firewall log data is captured 24x7 by the Firewall Management Portal hosted by Cantarus.
- H.4.2.2. The Managed Firewall will be configured to send its security alerts to the Customer's nominated security alert email address.
- H.4.2.3. Incident response, forensics and ticket requests associated with security event analysis are not included in the Managed Firewall Service.

H.4.3. Firmware Upgrades:

- H.4.3.1. As Firewall firmware upgrades are released by the Firewall vendor, Cantarus shall assess the applicability of each release to the Customer's Managed Firewall and work with the Customer to schedule any necessary remote firmware upgrades.
- H.4.3.2. Managed Firewall firmware upgrades will be undertaken by Cantarus only where the upgrade can be performed remotely or with a minimal amount of on-site assistance from the Customer.
- H.4.3.3. The Customer acknowledges and accepts that for secure operation of the Managed Firewall Cantarus must be able to access and install firmware upgrades for the Managed Firewall.

H.4.4. VPN Configuration:

- H.4.4.1. Cantarus shall configure VPN connections for Firewalls contractually managed by Cantarus and will provide troubleshooting assistance in the event of a VPN tunnel outage.
- H.4.4.2. At least one Firewall must be managed by Cantarus for VPN Configuration services to be supplied.
- H.4.4.3. Site-to-site VPN configuration is based on Cantarus' standard VPN templates.
- H.4.4.4. No warranty is provided as regards the compatibility of the Managed Firewall with any other Firewall.
- H.4.4.5. Configuration of VPN end-point devices such as desktop and notebook computers is outside the scope of the Managed Firewall Service.

H.4.5. Change Management:

The Customer's authorised representatives may submit requests for changes to the configuration of the Managed Firewall through Cantarus' helpdesk via email, web browser or telephone.

Where the Customer requests a change to the Managed Firewall's configuration by telephone this will be captured in writing in a helpdesk ticket by the Cantarus helpdesk operator and must be approved in writing by reply from the Customer before the change can be made.

Change requests can be made on any of the following features of the Managed Firewall:

- H.4.5.1. Foundational Firewall Policies

Cantarus will manage the Foundational Firewall Policies on the Managed Firewall with one policy change request defined as:

- Adding, deleting or modifying up to three individual Network Address Translations (NAT) (incoming, outgoing and loop-back) including object creation;
- Adding, deleting or modifying up to two access control list changes (such as permit or deny changes) including the creation of up to six policy objects creation (hosts, groups, networks, ranges and service objects);
- Adding, deleting or modifying up to two individual network routes within the firewall.

Standard policy change may comprise one or more of the above bullets.

H.4.5.2. Intrusion Prevention System (IPS)

Cantarus will manage the IPS policies on the Managed Firewall with one policy change request defined as:

- Adding, deleting, or modifying IDS/IPS signatures, not including routine signature updates.

H.4.5.3. Application Intelligence and Control

Cantarus can enable application control on the Customer's request. It is the Customer's responsibility to specify all application control and application rule settings required. Cantarus will configure the Managed Firewall in accordance with the Customer's specifications.

Cantarus does not offer application debugging in the event of unexpected consequences from application control settings. Cantarus' responsibilities surrounding application control are limited to enabling or disabling the application control settings. At the time of initial deployment, by default, application intelligence and control is turned off.

H.4.5.4. Gateway Anti-Virus (GAV)

Where it is available, Cantarus can enable GAV functionality on Managed Firewalls on request by the Customer. Security relevant AV events are logged to the Firewall Management Portal. These events will not result in helpdesk ticket creation or proactive review by Cantarus.

Enforced Client AV protection is not supported

H.4.5.5. Gateway Anti-Spyware (GAS)

Where it is available, Cantarus can enable GAS functionality on Managed Firewalls on request by the Customer. Security relevant AV events are logged to the Firewall Management Portal. These events will not result in helpdesk ticket creation or proactive review by Cantarus.

H.4.5.6. Content and URL Filtering (CFS)

Where CFS capability is available on the Managed Firewall, Cantarus shall deploy the default categorisation policy by zone or internet protocol ("IP") range as specified by the Customer. Web sites that are accessed

that are within an enabled category shall be blocked. Customers who wish to challenge a categorisation shall contact the Managed Firewall vendor directly.

Customers can request any of the following changes each of which is defined as one policy change:

Requests for whitelisting or blacklisting of domains are permitted under a standard

- Enabling or disabling of CFS categories;
- Whitelisting or blacklisting of specific web domains;

User authentication for the CFS service is not supported.

H.4.5.7. Wireless Local Area Network (WLAN)

Cantarus will configure a trusted network, a guest network (2 SSID's), and up to eight Wireless Access Point (WAPs).

The following defines what is considered to be one policy change:

- Addition/deletion of a SonicPoint;
- Modification of an SSID;
- Modification of a pre-shared key;

It is the Customer's responsibility to configure the LAN infrastructure connecting to WAPs. Cantarus will not perform wireless LAN availability monitoring and cannot assist with individual wireless client connectivity issues.

H.4.5.8. Multiple Wide-Area Networks (Multi-WAN)

At the time of initial configuration of the Managed Firewall the Customer can specify single WAN (Ethernet) or Multi-WAN (Ethernet and compatible mobile telephony data standard). It is the Customer's responsibility to provide and maintain the mobile telephony data service. Cantarus shall configure up and test Multi-WAN functionality.

The following defines what is considered to be one policy change:

- Change of ISP connection or network preference

Subject always to a limit of up to ten policy change requests per calendar month after which Cantarus may charge for further change requests on a time and materials basis at its prevailing daily rate.

Cantarus reserves the right to determine, within its reasonable discretion, whether a change falls within the scope of the Managed Firewall Service.

H.4.6. Other Services:

Any services other than those explicitly identified as within scope by this Schedule or the relevant SOW are outside of the scope of the Managed Firewall Services. Out-of-scope services include but are not limited to:

- On-site installation and provisioning of Firewalls or related devices;
- Integration of complementary products that are not managed by Cantarus;
- Custom analysis and/or custom reports;
- Forensics;
- Any change requests not specified above;
- Configuration of any VPN tunnel end-point that is not terminated on a Cantarus-managed device;
- Rule set design, validation and troubleshooting;
- Firewall policy auditing, policy or rule utilisation;
- Security best practice consulting;
- Development of customised signatures.

H.5. Term

- H.5.1. The Cantarus Managed Firewall Service shall commence on the commencement date specified in the relevant SOW and shall continue for the term specified in the relevant SOW.
- H.5.2. After the term specified in the SOW, the Cantarus Managed Firewall Service shall continue unless:
- H.5.2.1. terminated by either party on not less than three months' written notice; or
 - H.5.2.2. until otherwise terminated in accordance with any of the provisions of clause 17 or any other clause of this MSA and the relevant SOW.

H.6. Service Levels

- H.6.1. During the continuance of this agreement, Cantarus shall accept changes requests and notification from the Customer of degraded or non-performance of the Managed Firewall via any or all of the following channels:
- H.6.1.1. Email: For any issues falling within the terms of this MSA, the Customer can send an email to Cantarus' dedicated support email address – support@cantarus.com – which is available during Working Hours. This will open a ticket on Cantarus' helpdesk automatically and the issue will proceed to be dealt with through the helpdesk.
 - H.6.1.2. Telephone: For any issue falling within the terms of this agreement, the Customer can telephone Cantarus' telephone hotline: 0333 577 7776 which is available during Working Hours. Any issue raised over the telephone will be logged by Cantarus and proceed through its helpdesk. Cantarus requires Business Critical and High Priority issues to be raised via its telephone hotline in the first instance.
 - H.6.1.3. Online: For any issue falling within the terms of this agreement, the Customer can log any issue through Cantarus' helpdesk portal at <https://cantarus.samanage.com> which is available during Working Hours.

- H.6.2. If an issue is raised through email support or online support the Customer shall supply in writing to Cantarus a detailed description of the issue requiring support services and the circumstances in which it arose. Such information shall also be provided where the issue is raised by telephone and Cantarus requests information to be provided in writing.
- H.6.3. When appropriate, Cantarus will endeavour to give an estimate of how long an issue may take to resolve. Cantarus will keep the Customer informed of the progress of resolution of the issue. Cantarus' target times within Working Hours for a person to be actively working on the issue shall be:

Issue Severity	Actively Working Target
Business Critical	1 hour
High Priority	4 hours
Medium Priority	15 hours
Low Priority	37.5 hours

For avoidance of doubt these are response times only and do not indicate the length of time required to remedy the issue but Cantarus shall use all reasonable endeavours to remedy Business Critical and High Priority issues as soon as reasonably practicable.

H.7. Additional Service Rules, Regulations and Conditions

- H.7.1. The Managed Firewall Service provides robust device management and availability performance monitoring to the Customer. The Customer understands and accepts that deployment of the Managed Firewall Service does not achieve the impossible goal of risk elimination, and therefore Cantarus does not guarantee that intrusions, compromises, or other unauthorised activity will not occur on the Customer's network.
- H.7.2. Cantarus may schedule maintenance outages for Cantarus-owned equipment/servers which are being utilised to perform the services with 24 hours' notice to designated Customer contacts.
- H.7.3. The Service Levels set forth herein are subject to the following terms, conditions and limitations:
- H.7.3.1. The Service Levels shall not apply during scheduled maintenance outages. Cantarus shall not be held liable for any Managed Firewall Service impact related to product configurations that are not supported by Cantarus within the Customer's policy.
- H.7.3.2. Cantarus provides the Managed Firewall Services within Working Hours only.
- H.7.3.3. The Service Levels shall not apply in the event of any Customer-caused service outage that prohibits or otherwise limits Dell from providing the Managed Firewall Service, delivering the Service Levels or managed service descriptions, including but not limited to: Customer misconduct, Customer negligence, inaccurate or incomplete information provided by the Customer, Customer modifications made to the Services, or any unauthorised modifications made to any managed hardware or software devices by the Customer, its employees, agents, or third parties acting on behalf of Customer.

- H.7.3.4. The Service Levels shall not apply to the extent Customer does not fulfil and comply with the Customer obligations set forth in this agreement. The obligation of Cantarus to meet the Service Levels with respect to any incident response or ticket request are conditioned upon Cantarus' ability to connect directly to the Managed Firewall on the Customer network through authenticated Cantarus equipment.

Appendix A1. Contract Change Notice (CCN)

MSA Effective Date for the MSA being varied: _____

BETWEEN:

<customer> (the "Customer")

and

Cantarus Limited ("Cantarus")

1. The MSA is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note

Insert full details of the change including:

- Reason for the change;
- Full details of the proposed change;
- Likely impact, if any, of the change on other aspects of the MSA.

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the MSA.
3. The MSA, including any previous changes, shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Customer:

Date _____

Name _____

Title _____

Signature _____

Signed by an authorised signatory for and on behalf of Cantarus:

Date _____

Name _____ Lee Adams

Title _____ Chief Executive Officer

Signature _____

Appendix A2. Change Request (CR) Form

Customer:	_____	SOW No.:	_____
Project Name:	_____	Date:	_____
CR Requestor:	_____	CR No.:	_____

Describe the Requested Change
Guidance: Describe the requested change, providing detail on any expected changes to functionality and/or Non-Functional Requirements (NFRs).

Describe the Reason for the CR
Guidance: Describe the business and/or technical reason for the CR. For example, this could be a change in business requirements, identification of a new requirement, a change in the technical landscape, etc.

Risk Identification/Analysis & Mitigation(s)
Guidance: Describe any risks associated with the CR and any mitigation steps identified for them.

Impact Analysis (Work Products to be Modified)
1.
2.
3.
Guidance: Describe the impact of the suggested change to work that is already complete.

Quality Impact (Additional Quality Assurance or Quality Control Activities)
1.
2.
3.
Guidance: Describe the impact of the CR to quality assurance and quality control activities. For example, is new testing and/or regression testing of pre-existing functionality, required.

Resourcing & Schedule Impact			
New Deliverables Description	Effort (hrs)	Date Required	Impact to other Delivery Dates
1.			
2.			
3.			
Guidance: Describe the impact of the CR to resourcing and scheduling by deliverable, including any impact on other deliverables.			

Budget Impact (£)			
New Deliverables Description	Describe Any Reduction or Elimination of Other Expenses	Cost of New Deliverable (£)	Total (£)
1.			
2.			
3.			
Guidance: Describe the impact of the CR to budget by deliverable, including any reduction or elimination of costs/expenses associated with other deliverables.			

Decision	
<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected
<input type="checkbox"/> Approved with Modifications	<input type="checkbox"/> Deferred
Justifications (Including Details of Modifications if Applicable)	
Additional Comments	

**Change Request approved by an authorised signatory
for and on behalf of the Customer:**

Date _____

Name _____

Title _____

Signature _____

**Change Request approved by an authorised signatory
for and on behalf of Cantarus:**

Date _____

Name _____

Title _____

Signature _____