

<Customer Name>

And

Cloudsoft Corporation Limited

MASTER SERVICES AGREEMENT

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THIS AGREEMENT is made on<Date>

BETWEEN:

- (1) <Company Name> (registered in <England/Scotland> under number <Registration>) whose registered office is at <Registered Address> (the “Client”); and
- (2) Cloudsoft Corporation Limited (registered in Scotland under number SC349230) whose registered office is at (“Cloudsoft”). Suite 2, Ground Floor, Orchard Brae House, 30 Queensferry Road, Edinburgh, Scotland, EH4 2HS

IT IS AGREED as follows:

- 1. Cloudsoft shall provide the Services to the Client in relation to the Projects in accordance with this Agreement and any Statement of Work.
- 2. This Agreement shall consist of any Statement of Work and the Terms and Conditions set out below. If there is any inconsistency between any Statement of Work and the Terms and Conditions then the Statement of Work shall take precedence for that Project.

The authorised representatives of the Parties have executed this Agreement on the day and year written above.

SIGNED by:
For and on behalf of the Client

Name:

Position:

SIGNED by:
For and on behalf of Cloudsoft

Name:

Position:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the meanings given to them below.

“Acceptance” means acceptance of a Deliverable in accordance with the Acceptance Criteria and **“Accepted”** shall be construed accordingly;

“Acceptance Criteria” means the mutually agreed criteria as set out in a Statement of Work to determine the successful completion and acceptance of any Deliverable;

“Acceptance Testing Process” means the process describing the tests that the Deliverables shall be put through during acceptance testing as detailed in the Statement of Work;

“Business Day” means any day other than a Saturday, Sunday or any day which is a public holiday;

“Change Request Notice” means a notice for a variation to the Statement of Work pursuant to Clause 18, substantially in the form set out in the Statement of Work;

“Cloudsoft’s Materials” means (i) the generic programs, solutions and development tools of Cloudsoft and its personnel from time to time (whether or not created during the provision of the Services) and (ii) all other materials owned or licensed by Cloudsoft and used by Cloudsoft or its personnel to perform the Services and develop the Deliverables and which were not created or prepared pursuant to this Agreement or within the scope of the Services provided under this Agreement;

“Confidential Information” means all information of a confidential or trade secret nature, including information which a reasonable person would consider to be confidential, relating to either Party and/or their respective Group Companies and/or its or their respective clients and suppliers and staff disclosed by either Party or either Party’s Group Companies to the other Party (whether in writing, verbally or by any means and whether directly or indirectly), whether before or after the date of this Agreement. The contents of this Agreement shall be deemed to be Confidential Information as shall Cloudsoft’s Materials;

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

“Deliverables” means the work product to be supplied by Cloudsoft to the Client on the terms of this Agreement, as more particularly described in the Statement of Work but notwithstanding any other provision to the contrary of this Agreement, excluding Cloudsoft’s Materials and any Open Source Contributions;

“Fees” means the fees set out in each Statement of Work;

“Force Majeure Event” means any event beyond the reasonable control of a Party that prevents a Party from complying with any of its obligations under this Agreement, including, without limitation, strikes, lock-outs and/or labour disputes (except those involving the workforce of the Parties), acts of God, war, riot, civil commotion, malicious damage,

overriding emergency procedures, fire, flood or storm but not the failure of a Party's agents or contractors;

“Good Industry Practice” means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced provider of services similar to those provided by Cloudsoft pursuant to this Agreement under the same or similar circumstances;

“Group Company” means in relation to any company, any body corporate which is from time to time a holding company of that company, a subsidiary of that company or a subsidiary of a holding company of that company (“holding company” and “subsidiary” having the meanings attributed to them by s.1159 of the UK Companies Act 2006) and shall include any company in which a Group Company has a shareholding of 50% or more;

“Intellectual Property” means all intellectual property, including patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Milestone” means an individual milestone as detailed in the Statement of Work;

“Milestone Date” means the date detailed against an individual Milestone in the Statement of Work;

“Open Source Contributions” means any software, including source code and/or object code, documentation, or modifications to the foregoing, which has been explicitly marked to indicate that it is a contribution to any open source project;

“Party” means a party to this Agreement;

“Program Product” means the Cloudsoft Application Management Platform software product in any version, its extensions and derivatives, and any future incarnations of that software under any name;

“Project” means any individual project defined by the Parties in a Statement of Work;

“Project Plan” means the plan for delivery of the Project as described in the Statement of Work;

“Services” means the services set out in any Statement of Work;

“Statement of Work” means a description of the services, Project Plan, timescales, testing criteria and procedures, Milestones, fees and other information for any particular Project as agreed between the Parties from time to time;

“Term” means the term of this Agreement as set out in Clause 3;

“Testing Date” the date on which the Client will carry out the Acceptance Tests as detailed in the Statement of Work or as otherwise agreed between the Parties.

1.2. In this Agreement unless the context otherwise requires:

1.2.1. words importing any gender include every gender;

- 1.2.2. words importing the singular number include the plural number and vice versa;
- 1.2.3. words importing persons include firms, companies and corporations and vice versa;
- 1.2.4. reference to "include" or "including" are to be construed without limitation;
- 1.2.5. a reference to a Party includes that Party's permitted assigns, transferees and successors in title;
- 1.2.6. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- 1.2.7. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done; and
- 1.2.8. any Party who agrees to do something will be deemed to fulfil that obligation if that Party procures that it is done.

2. THE SERVICES

- 2.1. The Client appoints Cloudsoft to provide the Services and Deliverables relating to Projects during the Term. Cloudsoft agrees to provide the Services and Deliverables on the terms and conditions of this Agreement.

3. DURATION

This Agreement shall commence on the date this Agreement is signed and shall continue for one year (the "**Initial Term**") unless terminated beforehand in accordance with this Agreement. After the Initial Term this Agreement shall continue unless terminated by either Party on 3 months' prior written notice (the "**Extended Term**"). For purposes of this Agreement, the Initial Term and the Extended Term are referred to collectively as the "**Term**".

4. CONTRACTOR'S OBLIGATIONS

- 4.1. Cloudsoft shall ensure that its employees, agents and subcontractors shall act in a competent and professional manner and in accordance with Good Industry Practice and shall ensure that Cloudsoft and all employees, agents and subcontractors providing the Services have all the necessary and recommended qualifications, accreditations, training and registrations to provide the Services.
- 4.2. Cloudsoft shall fully comply with all reasonable policies of the Client relevant to the Services as notified to Cloudsoft by the Client from time to time, and with all reasonable instructions of the Client.
- 4.3. Cloudsoft shall (subject to an appropriate confidentiality undertaking being secured from any relevant third party) comply with any reasonable request by the Client to co-operate with any other independent contractors appointed by the Client in connection with the subject matter of this Agreement.

5. [Not Used]

6. ACCEPTANCE TESTING

- 6.1. Following the delivery by Cloudsoft of the Deliverables, the Parties shall, if specified in the Statement of Work, carry out acceptance tests (the "**Acceptance Tests**") on those Deliverables in accordance with the Acceptance Testing Process.
- 6.2. Where the Statement of Work specifies the Acceptance Testing Process, the Client shall be deemed to accept the Deliverables on the earlier of:

- 6.2.1. the Deliverables having correctly processed the test data in the Acceptance Tests; or
- 6.2.2. 10 Business Days after the Testing Date, where the Client has not notified Cloudsoft that the Deliverables failed the Acceptance Tests.

6.3. Where there are failures of the Acceptance Tests, Cloudsoft will address these in accordance with the procedure, timelines, fees and other terms set out in the Statement of Work or as otherwise mutually agreed by the Parties in writing.

7. FEES

7.1. Where the Services are provided on a time-and-materials basis:

- 7.1.1. the Fees payable for the Services shall be calculated in accordance with the daily fee rates set out in the Statement of Work. If the Statement of Work does not set out the applicable daily fee rate, Cloudsoft's standard daily fee rates will apply;
- 7.1.2. the daily fee rates are calculated on the basis of a seven-hour day worked weekdays (excluding weekends and public holidays);
- 7.1.3. Cloudsoft shall ensure that its staff involved in the provision of the Services complete timesheets recording time spent on the Project, and Cloudsoft shall use such timesheets to calculate the Fees covered by each monthly invoice referred to in Clause 7.1.6;
- 7.1.4. where the Statement of Work sets out a minimum amount of billable time in a given period or where a quantum of time is allocated by Cloudsoft by agreement with the Client such time will be chargeable in lieu of actual time or recorded timesheets;
- 7.1.5. where the Statement of Work sets out a maximum amount of billable time Cloudsoft is entitled not to work on the Project beyond the maximum time and the Client is entitled not to pay for time beyond this maximum, unless otherwise agreed by both parties. Where it is agreed for Cloudsoft to work on the Project for additional time, unless it is otherwise indicated, such work will be charged at the same rate and under the same terms as set out in the Statement of Work; and
- 7.1.6. Cloudsoft shall invoice the Client monthly in arrears for its Fees for time for the month concerned, calculated as provided in this Clause 7. Each invoice shall set out the time spent by each member of its staff and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.

7.2. Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Statement of Work. The total price shall be paid to Cloudsoft in instalments as set out in the Statement of Work. Cloudsoft shall invoice the Client for the Fees that are payable, calculated as provided in this Clause 7.

7.3. The Client shall pay the Fees to Cloudsoft within 30 days of receipt of a valid invoice from Cloudsoft. Sales Tax (if applicable) shall be paid in addition.

7.4. In no circumstances shall the Client be liable to pay to Cloudsoft any fees, costs or expenses whatsoever in addition to the Fees unless specified in the Statement of Work or otherwise agreed by both Parties in writing.

7.5. Cloudsoft may charge interest from day to day at 4% per annum above the base rate of the Bank of England from time to time or such other rate as may replace it on any sums not paid to them by their due date.

8. WARRANTIES

8.1. Cloudsoft warrants and represents that:

- 8.1.1. it has legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement;
 - 8.1.2. it is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
 - 8.1.3. it will provide the Services in accordance with Good Industry Practice;
 - 8.1.4. the Deliverables and the media on which the Deliverables are delivered are free from viruses and other malicious code.
- 8.2. The provisions of this Clause 8 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by Cloudsoft.

9. LIABILITY

- 9.1. In no event will the aggregate liability of either Party or its representatives for any damages or claims arising out of or relating to this Agreement, whether in contract, tort, or otherwise, exceed the lower of 125% of the amount of Fees paid or payable by the Client under this Agreement in the 12 month period preceding the claim (in the event that the claim arises in the first 12 months of this Agreement then a reasonable estimate of the Fees to be paid or payable over the first 12 months will be used when determining the limit of liability).
- 9.2. Subject to Clause 9.3, neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, whether or not foreseeable, arising out of or in connection with the Agreement whether arising in contract, tort, or otherwise.
- 9.3. Nothing in this Agreement excludes the liability of either Party for death or personal injury caused by the other Party's negligence or for fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.

10. FORCE MAJEURE

- 10.1. If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:
- 10.1.1. that Party's obligations under this Agreement shall be suspended for so long as and to the extent that the Force Majeure Event continues provided that, as soon as reasonably possible after the Force Majeure Event starts, the affected Party shall have notified the other Party of the occurrence of the Force Majeure Event; and
 - 10.1.2. the affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement.
- 10.2. The Parties agree that the Client shall not be required to make any payment for any period in which Cloudsoft delays or fails to perform its obligations under this Agreement due to a Force Majeure Event.
- 10.3. If the Force Majeure Event continues for more than 60 days after the start of the Force Majeure Event the unaffected Party may terminate this Agreement immediately upon notice in writing to the other Party.

11. TERMINATION

- 11.1. Without prejudice to any other rights or remedies either Party may have against the other, either Party ("**Terminating Party**") may by notice in writing to the other Party ("**Defaulting Party**") immediately terminate this Agreement if the Defaulting Party shall:
- 11.1.1. be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Defaulting Party within 14 days of receipt by the Defaulting Party of a notice from the Terminating Party specifying the breach and requiring its remedy or, having remedied, subsequently commits a similar breach in the next 90 days; or
 - 11.1.2. be unable to pay its debts as they fall due or make any voluntary arrangement with its creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of its assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation) or be made the subject of a bankruptcy order or ceases or threatens to cease carrying on its business.
- 11.2. The Client may terminate this Agreement on notice in writing to Cloudsoft if Cloudsoft undergoes a change in control which results in Cloudsoft being controlled by a direct competitor of the Client (where 'control' means the power of a person to secure that its affairs are conducted in accordance with the wishes of that person either (i) by means of the holding of shares or the possession of voting power in or in relation to Cloudsoft; or (ii) by virtue of any powers conferred by the articles of association or other document regulating Cloudsoft).
- 11.3. Termination of this Agreement (the Statement of Work plus these Terms and Conditions) shall not affect the continuance of any other Agreements then in force between the Parties.

12. EFFECT OF TERMINATION

- 12.1. All Confidential Information, personal data and any other information, document, materials or other items concerning the business of the Client in the possession or control of Cloudsoft shall be delivered up to the Client, or, to the extent possible, destroyed in case the media for such Confidential Information is electronic, as soon as practicable after the completion of the Services or the earlier termination of this Agreement. Where it is not possible to destroy such Confidential Information, the obligations of confidentiality outlined herein shall continue in perpetuity.
- 12.2. All Confidential Information, personal data and any other information, document, materials or other items concerning the business of Cloudsoft in the possession or control of the Client shall be delivered up to Cloudsoft, or, to the extent possible, destroyed in case the media for such Confidential Information is electronic, as soon as practicable after the completion of the Services or the earlier termination of this Agreement. Where it is not possible to destroy such Confidential Information, the obligations of confidentiality outlined herein shall continue in perpetuity.
- 12.3. On termination of this Agreement by the Client, Cloudsoft shall immediately after all outstanding sums have been paid to Cloudsoft in full deliver to the Client all specifications, programs (including source codes) and other documentation which constitute Deliverables and existing at the date of such termination, whether or not then complete, in respect of which the Client has paid Cloudsoft.
- 12.4. All provisions of this Agreement which are intended to have effect or to bind either Party following any expiry or termination of this Agreement or its transfer or assignment in

whole or in part, including Clause 14 (Confidentiality), shall survive expiry or termination of this Agreement to the extent permissible by law.

13. INTELLECTUAL PROPERTY

- 13.1. Nothing in this Agreement shall affect the ownership of Intellectual Property rights existing prior to this Agreement or generated outside the scope of the Services ("**Background Intellectual Property**") and no right, title or interest in a Party's Intellectual Property rights (including without limitation Cloudsoft's Materials in the case of Cloudsoft) shall pass to the other Party except as specifically provided for in this Agreement.
- 13.2. To the extent that Cloudsoft is required to develop artefacts including scripts, blueprints, and other material as part of a Project ("**Foreground Intellectual Property**"):
 - 13.2.1. Where the Foreground Intellectual Property is developed as Client-specific software and systems, including where Cloudsoft is engaged via a Statement of Work to develop software (Intellectual Property) for the Client, they shall be owned by the Client, unless other provisions are made.
 - 13.2.2. Where the Foreground Intellectual Property is developed using Cloudsoft-owned configuration and artefacts (e.g. Terraform modules or CloudFormation templates), these will remain the property of Cloudsoft and all rights will be retained by Cloudsoft. To ensure the Client is not locked in to working with Cloudsoft products and services, Cloudsoft grants the Client a non-exclusive, irrevocable, perpetual licence to use, develop, modify and maintain these scripts, blueprints and other materials.
 - 13.2.3. Where the Foreground Intellectual Property is developed by modifying appropriately licensed open source or open core components this code will be Cloudsoft-owned and either contributed to the relevant open source project, contributed to the Apache Software Foundation, or offered to the Client as a non-exclusive, irrevocable, perpetual licence to use, develop, modify and maintain these scripts, blueprints and other materials.
- 13.3. In order to enable Cloudsoft to support Cloudsoft-developed, Client-owned material on an ongoing basis, the Client hereby grants Cloudsoft a non-exclusive, irrevocable, perpetual, royalty free licence to use, develop, modify and maintain any such material for the Client and further, subject to the Client's approval, to bundle any such material as part of a subscription for delivery to the Client and parties approved by the Client. The Client's approval will not be unreasonably withheld or delayed provided all Client Confidential Information is deleted or modified at the Client's request. For the avoidance of doubt, no rights are transferred to Cloudsoft either to own, to distribute Client-owned material to other parties, or to use it for purposes other than the Client's interest.
- 13.4. Work will be committed to a private source code repository shared between the Client and Cloudsoft, and will be treated as Confidential Information, unless other provisions are made and excepting where it has been agreed that the material is being contributed to an open source project.

14. CONFIDENTIALITY

- 14.1. Each party may be given access to Confidential Information from the other party to perform its obligations under this Agreement. Both during the Term and for a period of three years after (howsoever terminated), each party shall hold the other party's Confidential Information in confidence and not make it available to any third party or use

it for any purpose other than the implementation of this Agreement without the other Party's prior written consent.

- 14.2. The provisions of this Clause 14 shall not apply to any Confidential Information to the extent that such information:
 - 14.2.1. is in the public domain or becomes publicly known otherwise than by breach of this Agreement;
 - 14.2.2. which the receiving Party can show by its written records was in its possession prior to receiving it from the disclosing Party (or from a third party on its or their behalf) and which it had not previously obtained from the disclosing Party (or from a third party on its or their behalf) under an obligation of confidence;
 - 14.2.3. is acquired by the receiving Party from someone other than the disclosing Party who was entitled to disclose the Confidential Information to the receiving Party without imposing an obligation of confidence; or
 - 14.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any other regulatory body. In such cases, the receiving Party shall as soon as reasonably practicable and to the extent permitted by law notify the disclosing Party of such required disclosure in writing.

15. DATA PROTECTION

- 15.1. The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 15 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations. For purposes of this Agreement, Cloudsoft is the Controller of any personal data as it is defined in the Data Protection Legislation.

16. NOT USED

17. ACCOUNT GOVERNANCE

- 17.1. Each Party will designate a key contact (the “**Nominated Person**”) who shall be responsible for the coordination of all matters relating to the Agreement.
- 17.2. If there are any active Statements of Work, there shall be regular review meetings at either the Client or Cloudsoft's premises or as conference calls (as agreed between the Parties from time-to-time) which the Nominated Persons and any relevant stakeholders from the Parties shall attend. These meetings shall provide a forum to discuss the progress of the Services and Projects and any issues arising therefrom.

18. VARIATIONS

- 18.1. Either Party may request a variation to the Statement of Work by submitting a Change Request Notice to the other Party. The Change Request Notice must contain sufficient details to enable the other Party to assess the likely impact of the requested change on each Party's obligations under the Statement of Work. Neither Party shall be obliged to agree to any Change Request Notice but neither Party shall unreasonably withhold, condition or delay its agreement to any Change Request Notice.
- 18.2. In the event that a Party submits a Change Request Notice to the other Party, the other Party shall reply in writing stating the effect such a variation shall have on the Statement of Work (including in the case of Cloudsoft any variation to the Fees). The other Party shall use all reasonable endeavours to supply the necessary details to the Party within 5 Business Days from receipt of the Change Request Notice or such other period as may be agreed between the Parties.

- 18.3. If the variation does require an amendment to the Fees, the Parties shall determine the amount of the amendment after consultation. The amendment will be a fair valuation based on the rates contained in the Statement of Work as far as is reasonable or, if there are no rates, based on market prices current at the time of the amendment. No amendment to the Fees will take effect without the Client's written agreement in accordance with this Clause.
- 18.4. The Parties will decide, acting reasonably, whether or not to implement the variation described in the Change Request Notice. If the change is implemented, the amended Statement of Work shall then become the Statement of Work for the purpose of this Agreement. Cloudsoft shall not implement any changes unless explicitly instructed to do so by the Client.
- 18.5. Until any variation is formally agreed by the Parties in accordance with this Clause (such agreement not to be unreasonably withheld, conditioned or delayed) Cloudsoft will continue to perform and be paid as if the variation had not been proposed.

19. DISPUTE RESOLUTION

- 19.1. Before initiating a formal procedure for the settlement of disputes, the Parties shall first attempt to reach an informal solution to the dispute by doing their best to attempt to solve all disputes at the lowest possible hierarchical level through the account governance process set out above and any other ordinary channels and procedures as agreed between the Parties from time to time.
- 19.2. Should the Parties fail to reach an agreement in accordance with Clause 19.1 within a reasonable timeframe, then the aggrieved Party may give notice to the Nominated Person of the other Party stating the nature of the dispute. The Nominated Persons and any other relevant stakeholders from each Party shall meet in person or communicate by telephone within 10 Business Days of the date of the Notice in order to resolve the dispute in good faith.
- 19.3. If the Parties, acting reasonably and in good faith, are still unable to resolve any such dispute within 10 Business Days of the meeting described in Clause 19.2, then the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure.
- 19.4. No party may commence any court or arbitration proceedings in relation to the whole or part of the dispute until it has attempted to settle the dispute by mediation, provided the right to issue proceedings is not prejudiced by a delay.

20. PUBLICITY

Neither Cloudsoft, nor any of its employees, agents or authorised sub-contractors shall, without the prior written consent of the Client, advertise or otherwise make publicly known that Cloudsoft is performing the Services for the Client.

21. NON-SOLICITATION

- 21.1. During the term of this Agreement and for a period of 12 months after termination neither party, on its own account or for any other firm or company, solicit, canvass, or entice away any person employed by the other party other than by means of a national advertising campaign open to all-comers and not specifically targeted at the employees of the other party.

During the term of this Agreement and for a period of 12 months after termination

neither party, on its own account or for any other firm or company, solicit, canvass, or entice away any person employed by the other party.

22. STATUS AND TAX LIABILITIES

- 22.1. None of the provisions of this Agreement shall be deemed to constitute a partnership or an employment relationship or an agency between the Parties and neither of them shall have any authority to bind the other in any way.
- 22.2. The Parties declare that it is their intention that Cloudsoft shall have the status of an independent contractor and neither Cloudsoft nor its employees, agents or subcontractors shall be entitled to any pension, bonus or other fringe benefits from the Client. It is agreed that Cloudsoft shall be responsible for all income tax or equivalent liabilities and National Insurance or similar contributions in respect of the Fees. Cloudsoft agrees to indemnify and keep indemnified the Client against all demands for any income tax or the equivalent, National Insurance Contributions or the equivalent, penalties and interest made against it in respect of the Services and against the costs of dealing with such demands.

23. NOTICE

- 23.1. Any notice given under this Agreement shall be in writing and sent or delivered to the address of the recipient Party as given in this Agreement (or as from time to time otherwise notified in writing) (i) by email, in which case it shall be deemed received at the time it is sent and a successful reception by the recipient Party; (ii) by hand (including by courier), in which case it shall be deemed received when delivered; (iii) by ordinary first class post (where the recipient is in the same jurisdiction as the sender), in which case it shall be deemed received two Business Days after posting; or (iv) by airmail (where the recipient is in the same jurisdiction as the sender), in which case it shall be deemed received seven Business Days after posting.
- 23.2. The addresses for service of a notice are as follows:

Client

- (i) F.A.O.<Position/Name of Contact>
<Name of Company>
Address line 1
Address Line 2
City,
Country, Postcode>
- (ii) email:<email>

Cloudsoft

- (i) F.A.O. Head of Legal
Cloudsoft Corporation Limited
4th Floor
7 Castle Street
Edinburgh

Scotland

EH2 4AD

(ii) email: legal@cloudsoft.io

24. ASSIGNMENT

- 24.1. Subject to Clause 24.2 this Agreement is personal to the Parties and shall not be assigned, novated or otherwise transferred without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).
- 24.2. The Client may assign, novate or otherwise transfer any or all of its rights and obligations under this Agreement to a Group Company.

25. GENERAL

- 25.1. No delay by either Party in enforcing any of the provisions of this Agreement shall be deemed a waiver of that Party's right to enforce that provision.
- 25.2. In the event that any Clause (or part Clause) of this Agreement being in breach or unenforceable under any applicable English rule of law or legislation it shall be of no effect but all other provisions of this Agreement shall remain in full force and effect and shall be severable from such offending Clause or part Clause and the Parties shall consult each other in order to replace the breaching or unenforceable provision and shall agree on a new provision, which approximates the aim and purport of the breaching or unenforceable provision as closely as possible.
- 25.3. Save that the Client or any Group Company may enforce the terms of this Agreement in accordance with its terms and in accordance with the Contracts (Rights of Third Parties) Act 1999, no term of this Agreement shall be enforceable under that Act by a third party.
- 25.4. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. Nothing in this Clause, however, shall operate to limit or exclude any liability for negligence or fraud.
- 25.5. This Agreement may only be varied in writing signed by an authorised representative of each Party.
- 25.6. Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation and execution of this Agreement.
- 25.7. This Agreement is made only in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this agreement in any other language, the English language version shall prevail.
- 25.8. This Agreement shall be governed by and construed in accordance with English law and the Parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 25.9. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall

constitute one and the same instrument. Faxed or scanned signatures shall be sufficient to bind the Parties to this Agreement or Statement of Work.

APPENDIX ONE: INVOICE DETAILS

Please complete the following:

Company Name
on Invoice:

Invoice Address:

Accounts Payable
Contact:

Accounts Payable
Email to send
Invoices:

Is a PO required?

Any additional details /
special wording to be
included on invoice?

-END-