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Master Service Agreement

May 2022

Broadlight Ltd

The Barn, Golden Square, Henfield, BN5 9DP

T: 020 3206 8240 01273 977 180

Company No. 11072341 Registered in England and Wales

Master Service Agreement

This Master Service Agreement describes the professional services and recruitment services offered by Broadlight Ltd.

This Master Service Agreement (the agreement) is made and entered into upon [date] day of [month and year] (the "Effective Date");

BETWEEN:

1. [Name of Client], a company incorporated in [Country] with registration number [number] and registered office [registered office address] (the "Client"); and
2. Broadlight Ltd, a company incorporated in the UK with registration number 11072341 and registered office The Barn, Golden Square, Henfield, West Sussex, United Kingdom, BN5 9DP (the "Supplier").

1 General

1.1 These Terms and Conditions ("Terms") shall form part of the Contract between the party named in the Assignment (the "Client") and Broadlight Ltd ("the Supplier") for the provision of the services set out in the Assignment unless otherwise agreed in writing by the Supplier. The Assignment means the written proposal or engagement letter issued by the Supplier and the Client's acceptance thereof, see example in schedule 1. The Contract shall comprise the Assignment, these Terms and any amendments thereto. All amendments to the Contract must be in writing and signed by or on behalf of the Client and the Supplier.

1.2 To the extent of any conflict between these Terms and any provision contained in the Assignment these Terms shall prevail.

1.3 Neither party may assign the Contract in whole or in part without the prior written consent of the other party.

1.4 The Client acknowledges that the Supplier may determine the manner in which its services are provided so long as they are provided in a manner that is consistent with the Assignment.

1.5 Where Broadlight Ltd is providing on site services the Client undertakes:

- (a) to provide the Supplier and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out this Assignment;
- (b) to provide at no charge to the Supplier adequate office accommodation, a secure work space, telephone services and other facilities including access to the applicable equipment and systems of the Client to enable the employees and sub-contractors of the Supplier to perform the Assignment and any other obligations of the Supplier under this Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and
- (c) to take all reasonable steps to ensure the health and safety of the Supplier's employees and sub-contractors while they are at the Client's site.

1.6 This Contract represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Contract except as specifically set forth herein and none of the parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Contract.

1.7 These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Client accepts the Assignment. Furthermore, the Client acknowledges that any



work undertaken by the Supplier in relation to the Assignment shall be deemed only to be in accordance with the terms of the Assignment and these Terms unless the parties have specifically otherwise agreed in writing.

2 Fees, Expenses and Payments

2.1 Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Assignment. Fees will be invoiced at monthly intervals in arrears, or at the completion of the assignment if it is less than one month and are payable within 28 days of the date of invoice.

2.2 The Supplier reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of Barclays Bank from time to time and varying accordingly from the due date until payment.

2.3 The Supplier's rates are subject to review on a six-monthly basis (1 January and 1 July) and fees will be charged on the basis of rates from time to time current during the performance of the Assignment.

2.4 Statements by the Supplier as to the total work time or total charges that may be involved in fulfilling the Assignment are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof.

2.5 Any work carried out by any individual employee or sub-contractor on Saturdays, or weekdays in excess of forty hours in any one week, will be charged at one and a half times the equivalent hourly rate of the rates quoted. Sundays and bank holidays will be charged at two times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Client's prior agreement.

2.6 The Client shall reimburse the Supplier for all out of pocket expenses incurred in connection with the Assignment including travel, accommodation and subsistence and other expenses together with VAT.

2.7 The parties acknowledge that the fees for the services delivered under this Contract have been calculated taking into account the recoverability or otherwise of the related input VAT. The parties agree that if a ruling or appellate body decision or change in HMRC practice results in a VAT liability for all or part of the services that differs from these assumptions, to the extent that Supplier's VAT recovery on costs attributable to the provision of the Services is reduced or improved as a result of the ruling, decision or change in HMRC practice, the fees (exclusive of any VAT) will be increased or reduced (as applicable) with effect from the date that the ruling, decision or change in HMRC practice has effect.

2.8 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, the Supplier's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in the Supplier recovering a larger sum from HMRC than it is potentially liable to pay HMRC, the Supplier shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant services already supplied, less additional VAT due to HMRC as a result of the decrease in the Supplier's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount the Supplier receives from HMRC.

3 Confidentiality

Both parties hereto undertake to treat as confidential any information obtained during the course of the Contract and for a period of one year thereafter regarding the other's business activities provided that such information is not publicly known, other than by breach of this Clause, during such period.

4 Publicity

Neither party shall make any press announcement or publicise this Contract without the prior written consent of the other party, save that the Supplier shall be entitled to refer to the Client in its general marketing, publicity and case study materials.

5 Intellectual Property Rights

5.1 All intellectual property rights of whatsoever nature and including without limitation any copyright in reports, documents, data, specifications, programs, manuals, descriptions, drawings, designs, technical descriptions and information relating to any computer software programs and associated documents or any other material, whether written or machine readable, which is developed under the Contract by or on behalf of the Supplier singly or by or on behalf of both parties jointly, shall be and become vested solely in and are hereby assigned to the Client.

5.2 The Client hereby grants a non-exclusive irrevocable licence to the Supplier to use the items in which the Client has intellectual property rights referred to in clause 5.1 and all know-how developed by the Supplier in connection therewith for its own internal business purposes but not further or otherwise.



5.3 The Client warrants that any design or instructions furnished or given by the Client to the Supplier for the purpose of the Contract shall not cause the Supplier to infringe any intellectual or industrial property rights, including without limitation any copyright, patent or registered design, in the performance of the Contract and, to the extent that the Supplier shall so infringe, the Client shall indemnify the Supplier in full against all costs, charges, claims and expenses incurred directly or indirectly as a result of such infringement.

6 Liability

6.1 The Supplier shall accept liability for any loss or damage sustained by the Client as a direct result of any material breach, or negligence in the performance or, the contract by the Supplier provided that such liability: i) shall not extend to any economic, special or consequential loss; ii) shall not extend to any loss or damage sustained by any third party in connection with the contract; iii) shall be limited to payment of damages not exceeding the invoiced value of services provided under the contract in question.

6.2 This document constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

7 Indemnity

The Client shall fully indemnify and keep the Supplier indemnified against all claims, actions, costs, expenses, (including court costs and fees) or other liabilities arising out of or incidental to the due performance of the contract by the Supplier, including but not limited to breach or infringement of any third party intellectual property rights where the Client has held itself out to be owner or licensee of such rights.

8 Personnel

8.1 The Supplier expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, the Supplier shall as soon as be reasonably practicable use its reasonable endeavours to substitute consultants with equivalent experience or skills.

8.2 Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of this Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of this Contract.

8.3 The Supplier acknowledges that the Client has the right in the interests of security to exclude any person including any employee servant or agent of the Supplier from the Clients premises. The decision as to whether or not a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Client.

9 Termination

9.1 The Client may at any time terminate the Contract by giving the Supplier not less than 7 days prior written notice.

9.2 The Supplier shall have the right by giving notice in writing to the Client to terminate the Contract forthwith and at any time if the Client commits any breach of the Contract or if any sum payable under the Contract or any other sum due from the Client is in arrears and unpaid for a period of 28 days after it shall become due.

9.3 Early termination of this Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

10 Invalidity

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

11 Force Majeure

Neither party shall be liable for any breach of its obligations under this contract resulting from causes beyond their reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires,



floods, explosions, or other catastrophes, epidemics, quarantines, restrictions or delays due to such cause or causes ("Force Majeure").

12 Governing Law, Jurisdiction and Disputes

12.1 The Contract and any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with the laws of England and the parties accept the non-exclusive jurisdiction of the English Courts to which they mutually agree to submit.

12.2 The Client and the Supplier shall meet to discuss and endeavour to resolve any matter that is not specifically provided for in this Contract but requires a decision and any difference, dispute or disagreement (a "Dispute") that may arise between the parties. If the parties are unable to resolve any such matters, they shall reconvene for a further discussion within 72 hours of the previous meeting. If the parties are still unable to resolve any such matters at the reconvened meeting, then the matters shall be referred to the Managing Directors of the Client and of the Supplier for a decision. If notwithstanding the above any Dispute cannot be resolved between the parties, they will attempt in good faith to resolve the Dispute through an alternative dispute resolution (an "ADR") procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of such procedure, the Dispute shall be settled by the English Courts as above.



Schedule 1 – Statement of Work Template

Introduction	
Objectives	
Inclusions	
Exclusions	
Assumptions	
Dependencies	
Hardware	
Pricing	
Payment Terms	
Cancellations and Delays	
Resource Lead time	Standard lead time for Broadlight Ltd resource is four to six weeks. Where possible we will endeavour to improve on this. There are also times when the resource lead time may be longer than this, but this will be highlighted to you by the Account team or where relevant your Project Manager/Co-ordinator.
Acceptance	Number of day(s) in Inclusions section completed.
Agreement	<p>THIS STATEMENT OF WORK ("SoW"), pursuant to the terms of the Agreement, is made the ____ day of _____ 2022</p> <p>This SoW shall be incorporated into and, to the extent of any conflict, shall amend Part A; Schedule 1; and Schedule 2 of the Agreement.</p> <p>This Statement of Work is valid for three months. After such time, Broadlight Ltd reserve the right to revise and re-issue as appropriate.</p> <p>Signed Client:</p> <p>Date:</p> <p>Signed Broadlight Ltd:</p> <p>Date:</p>



Signatures

THIS MASTER SERVICES AGREEMENT is made on the ____ day of _____ 2022

Signed Client:

Date:

Signed Broadlight Ltd:

Date:

