Master Service Agreement

This Agreement, effective as of the latest date indicated on the signature block of the last page ("Effective Date"), outlines the terms and conditions governing the provision of services and deliverables by Get Swarms Limited (Company Number 11241267) ("Get Swarms Limited", hereby referred to as GetSwarms) to [Client Name] (Company Number [Client Company Number]) ("Client"), as detailed in any Statement of Work ("SOW") between the parties. All SOWs, which are integrated into this Agreement, collectively constitute the entirety of the agreement between the parties concerning the subject matter outlined in any SOW.

Please be aware that 'Get Swarms Limited' will comply with the G-Cloud 14 Framework Agreement. It is unlikely but should there be any conflict between a clause in this MSA and a clause in the G-Cloud 14 Framework Agreement, the clause from the G-Cloud 14 Framework will prevail. Any such issues will be addressed with the client during the contract negotiations.

1   Objective:

  1.1   GetSwarms offers a range of technology-oriented services to its clients. This Agreement delineates the terms and conditions governing the engagement of GetSwarms by the Client to provide services.

2   Definitions

  2.1   The following definitions apply to this Agreement and any related Statement of Work:

2.1.1   "**Business Day"** refers to any day other than a Saturday, Sunday, or a bank or public holiday in England.

2.1.2   "**Deliverable**" pertains to materials acquired or prepared by GetSwarms under a Statement of Work (SOW) for delivery to the Client.

2.1.3   "**Documentation**" encompasses written information generated under a specific SOW, including text or graphic files.

2.1.4   "**Personal Data**" denotes any information concerning an identified or identifiable natural person which, subject to clause 8.4, may be processed in connection with the Services.

2.1.5   "**Processing**" or "Process" signifies any operation or series of operations conducted by or on behalf of GetSwarms concerning Personal Data, whether automated or not, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

2.1.6   "**Services**" refer to the services to be furnished by GetSwarms for the benefit of the Client, as outlined in a Statement of Work (SOW). These services encompass, but are not restricted to, technical assistance, consultancy, configuration of Software along with associated definition files, scripting for developing application interfaces, "add-on" or other computer programs and code devised by GetSwarms, and educational services.

2.1.7   "**Software**" denotes computer software from GetSwarms or third-party licensors ("Licensor") that GetSwarms or a third-party license or otherwise grants the right to use and/or distribute. It includes any Deliverable or component of a Deliverable owned or made accessible by the third party to GetSwarms, which is subject to the terms and conditions of an accompanying license agreement, to which the Client consents through the utilization and installation of the software.

2.1.8   "**Statement of Work**" ("SOW") stands for a written agreement between the parties, for which the Client may issue a purchase order. In the context of this Agreement, SOW encompasses documents titled "Proposal" and "Services Order" Form.

  2.2   In this Agreement, unless there is evidence of a differing intention:

2.2.1   In this Agreement, any mention of legislation (including directly applicable EU laws) includes:

2.2.1.1   That legislation as modified, extended, amalgamated, reissued, or enforced by or under any other legislation before or after this Agreement.

2.2.1.2   Any legislation that the legislation re-issues, consolidates, or enacts in revised form (with or without alterations, regardless of whether the original legislation being reissued or consolidated has been or will be repealed); and

2.2.1.3   Any subordinate regulations issued (before or after this Agreement) under that legislation or any other applicable legislation, including those within above points.

2.2.1.4   However, concerning the parties, any such alteration, consolidation, or re-enactment shall not be applicable to this Agreement to the degree that it would impose fresh or expanded obligations, liabilities, restrictions, or otherwise negatively impact the rights of any party.

2.2.2   Mentions of this Agreement or any other agreement or document refer to this Agreement or such other agreement or document as may be legitimately altered, amended, supplemented, restated, renewed, novated, or substituted from time to time (regardless of any fundamental changes).

2.2.3   Any mention of:

2.2.3.1   any party to this Agreement extends to its personal representatives, successors, and permitted assigns under this Agreement.

2.2.3.2   a person encompasses any individual, firm, company, corporation, government, state, or agency of a state, as well as any association, trust, joint venture, consortium, or partnership (regardless of separate legal personality).

2.2.3.3   the singular includes the plural and vice versa. iv. a time of day refers to London time.

3   Requesting Services

3.1   **_Commencing Services._** All services rendered by GetSwarms to the Client will be initiated through individual Statements of Work (SOWs). A SOW becomes effective upon endorsement by authorized representatives of both parties unless it expires before such endorsement. This Agreement, in and of itself, does not compel either party to provide any Services or engage in any SOW. Should a SOW include provisions conflicting with this Agreement, the SOW's provisions shall prevail concerning that SOW. Any modifications to a SOW necessitate a written change order signed by both parties, outlining the alterations and any associated cost adjustments.

3.2   **_Approval._** Services will be considered satisfactory and accepted by the Client unless, within thirty (30) days following submission to the Client, GetSwarms receives written notification from the Client regarding areas where the Services fail to meet the SOW requirements. Upon receipt of such written notification, GetSwarms will exert commercially reasonable efforts to effect necessary changes to rectify any deficiencies in line with the warranty provisions herein.

4   Obligations:

4.1   The depiction of Services, Deliverables, and the associated compensation outlined in each SOW will rely on the information provided by the Client to GetSwarms and any assumptions detailed in the SOW. The Client acknowledges that incomplete or inaccurate information supplied by them may necessitate the execution of a change order, potentially resulting in additional charges for the Client. GetSwarms employees delivering Services at Client premises will adhere to the Client's reasonable safety and security protocols, as communicated to GetSwarms in writing.

5   Payment Conditions

5.1 ***Remuneration for Services and Expenses.*** The Client is responsible for settling all amounts delineated in the pertinent SOW, encompassing, but not restricted to, remuneration for Services, as well as reasonable out-of-pocket expenses for travel, accommodation, meals incurred during the provision of Services, and any atypical expenses incurred at the written behest of the Client.

5.2 ***Billing***. GetSwarms will compute service fees and expenses no less than monthly, with invoices issued to the Client on the 15th and final Business Day of each month. Services and expenses will be invoiced distinctly. Expense invoices will include a breakdown of expenses and copies of receipts validating each travel-related expense incurred by GetSwarms consultants, following GetSwarms travel and expense policy. Payment for software acquisitions must be received five days prior to the commencement of the engagement.

5.3 ***Payment***. Apart from software purchases, payment is required within thirty (30) days from the invoice date. All payments must be made in Pounds Sterling. Late payments will incur interest from the due date until the date of payment at a rate of either one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower. In the event of late payment, GetSwarms reserves the right to suspend Service performance and, if deemed necessary, terminate the relevant SOW upon written notice.

5.4 ***Taxation***. GetSwarms will handle invoicing, collection, and remittance of any applicable taxes associated with the provision of all Services, encompassing, but not limited to, sales, use, excise, and value-added taxes or equivalent levies. Should GetSwarms be obligated to remit any tax or duty on behalf of or for the Client's account, the Client will promptly reimburse GetSwarms within thirty (30) days following written notification from GetSwarms regarding such remittance. In cases where applicable, the Client will furnish a valid tax exemption certificate in advance of any required remittance by GetSwarms on behalf of or for the Client's account.

6   Intellectual Property

6.1   Within the confines of this Agreement, GetSwarms provides the Client with a non-exclusive, non-transferable license to utilize and adjust all programming, documentation, reports, and any other deliverables generated because of the Services rendered under this Agreement ("Deliverables"), exclusively for the Client's internal purposes, in compliance with the terms stipulated in this Agreement.

6.2   ***Ownership:*** GetSwarms retains full ownership of all rights, titles, and interests in the Deliverables, encompassing all intellectual property rights embedded therein. This Agreement does not intend to, nor will it result in, transferring to the Client any rights, titles, or interests in GetSwarm's, its affiliates', or its suppliers' software, methods, know-how, or any other intellectual property, regardless of whether such intellectual property was conceived, utilized, or first manifested in tangible or intangible form during the execution of the Services, either solely by GetSwarms or in collaboration with the Client.

6.3   ***Ownership of Custom Development by Client.*** This section applies in cases where the Client has engaged GetSwarms to produce, as Client-owned deliverables, any programming, documentation, data compilations, reports, and any other media, materials, or objects ("Custom Owned Development") this section shall apply.

Get Swarms

6.3.1   ***Pre-Existing Technology.*** Unless expressly agreed otherwise in written form by both parties, any software scripts, routines, libraries, or other code, as well as tools, methodologies, documentation, processes, technologies, or any other intellectual property rights utilized by GetSwarms for the creation of the Custom Owned Development (collectively referred to as "Pre-Existing Technology"), shall remain the exclusive property of GetSwarms, even if such Pre-Existing Technology is incorporated into the Custom Owned Development. Any Pre-Existing Technology supplied by GetSwarms as part of the Custom Owned Development will be considered a licensed "Deliverable" as outlined in Section 6.1 of this Agreement.

6.3.2   ***Standard GetSwarms Software Products***. It is clarified that standard GetSwarms Software products will be subject to a separate software license agreement, under terms agreed upon by both parties, and these products are not within the scope of this Agreement.

6.4   ***Prohibition of Reverse Engineering***: The Client is prohibited from dismantling, decompiling, reverse engineering, or generating derivative works based on any or all the intellectual property rights owned by GetSwarms, nor shall they attempt to undertake such actions, either directly or indirectly, or solicit any other individual to do so.

7   Warranty

7.1   GetSwarms guarantees that the Services will be executed in a professional manner, adhering to widely accepted industry standards. This warranty remains valid for thirty (30) days from the delivery of the relevant Service. In the event of a breach of this warranty, GetSwarms' sole responsibility is to rectify the Services to ensure compliance with this warranty. Should GetSwarms fail to rectify the Services within a reasonable timeframe, the Client's sole recourse is to terminate the pertinent SOW and receive a refund of the amount paid to GetSwarms for the portion of Services that cannot be rectified. It is understood that no aspect of this Agreement intends to or will enhance the warranty provided in any separately licensed software license agreement.

7.2   ***Exclusions:*** This warranty does not cover issues of non-performance resulting from malfunctions or defects in third-party hardware or firmware, software not developed by GetSwarms, incorrect data or procedures provided or utilized by the Client or a third party, defects beyond the reasonable control of GetSwarms, or changes that may disrupt workflow due to patches and/or upgrades from Licensors. The Client will compensate GetSwarms for its reasonable time and expenses incurred for any Services rendered at the Client's request to address excluded non-performance issues. This warranty will immediately terminate if the Client or any third party alters any part of a Deliverable and/or modifies the Client's system in a way that renders a Deliverable non-functional or unsuitable.

7.3   ***Disclaimer:*** To the fullest extent permitted by law, all warranties, conditions, and other terms implied by statute or common law are excluded from the Agreement.

8   Confidentiality and Data Protection

8.1   ***Confidential Information***. Each party commits to maintaining the confidentiality of the other party's Confidential Information throughout the duration of this Agreement and beyond, refraining from using or disclosing such information to any third party except as required for the fulfilment of this Agreement. "Confidential Information" encompasses all non-public data designated as confidential by each party, which, under the given circumstances, warrants confidential treatment. This includes, but is not limited to, the terms of this Agreement and information obtained from others that either party is obliged to keep confidential. "Confidential Information" excludes data that:

8.1.1   was previously known without any limitations.

8.1.2   was received from a third party without restrictions.

8.1.3   was independently developed without utilizing the Confidential Information; or

8.1.4   becomes publicly available through no fault of the receiving party.

8.2   ***Responsibilities:*** The party receiving Confidential Information commits to taking reasonable precautions to prevent unauthorized disclosure of such information, ensuring that such precautions are no less stringent than those employed to safeguard its own confidential data. The recipient is permitted to disclose Confidential Information solely to employees or agents who require such information and must ensure that these individuals are contractually bound to uphold confidentiality obligations.

8.3   ***Non-Disclosure Agreement with the Client***: The Client and GetSwarms may enter into, or may have already entered into, a confidentiality agreement, the terms of which will take precedence in case of conflicts with the provisions outlined in this Section 8 exclusively. Should the terms of the confidentiality agreement conflict with or add to any other provisions in this Agreement, this Agreement shall prevail, and additional terms will not be applicable.

8.4   ***Supplying Personal Data:*** The Client must not induce GetSwarms to process any Client Personal Data as part of the service provision unless such processing is pre-agreed by GetSwarms in written form. Should GetSwarms consent to such processing of Client Personal Data, the terms outlined in Schedule 1 of this Agreement will govern this processing of Client Personal Data.

9   Indemnification.

9.1 **Indemnification for Infringement**: GetSwarms pledges to indemnify, defend, and absolve the Client from any conclusive judgment awarded against the Client or settlement agreed upon by GetSwarms, indicating that any Deliverable supplied by GetSwarms infringes upon any third party's intellectual property rights, provided that: (i) the Client promptly notifies GetSwarms in writing of the initial claim; and (ii) GetSwarms assumes sole control over the defence of any legal action and all negotiations for settlement. No aspect of this Agreement aims to or will augment any provisions outlined in any separately licensed software license agreement Should any Deliverable provided by GetSwarms under this Agreement, or the functioning of such Deliverable, become, or in the opinion of GetSwarms is likely to become, the subject of intellectual property infringement, GetSwarms' sole responsibility and the Client's exclusive recourse under this Section shall be, at GetSwarms' discretion and expense, either to secure for the Client the right to continue utilizing the Deliverable, to substitute or modify the Deliverable to render it non-infringing, or to refund the Client for the amounts paid for that portion of the Deliverable. GetSwarms shall bear no liability for infringement if the infringement arises from

9.1.1 adherence to the Client's designs or instructions,

9.1.2 an unauthorized modification not sanctioned in writing by GetSwarms,

9.1.3 the use or integration of any Deliverables with third-party software, equipment, or data not supplied by GetSwarms,

9.1.4 unlicensed utilization by the Client,

9.1.5 any third-party software provided under this Agreement, or

9.1.6 inclusion of open-source technology in or provided with Services or Deliverables with the Client's consent.

9.2 *Broad Indemnification:* Each party (referred to as the "Indemnifying Party") agrees to indemnify, defend, and exempt the other party, along with its officers, directors, employees, and/or shareholders, from any claims, judgments, or settlements arising from personal injury or physical property damage determined by a court to be caused by the negligence or wilful misconduct of the Indemnifying Party or its authorized employees in connection with this Agreement. The liability of the Indemnifying Party under this section will be proportionally reduced to the extent that any actions or omissions of the other party, or its employees or agents, contributed to such liability. "Tangible property" excludes electronic files, data, or other electronic information.

10 Liability.

10.1 *Complete Liability:* The subsequent provisions establish the comprehensive financial liability of GetSwarms (including any liability for the actions or oversights of its employees, agents, and subcontractors) to the Client regarding:

10.1.1 any breach of the agreement, irrespective of the manner of occurrence.

10.1.2 any utilization by the Client of the services, the deliverables, or any portion thereof; and

10.1.3 any representation, misrepresentation (whether innocent or negligent), statement, or tortious act or omission (including negligence) arising under or in connection with the agreement.

10.2   Acknowledged Accountability. This Agreement does not absolve either party of liability:

10.2.1   for death or personal injury resulting from GetSwarms negligence; or

10.2.2   for fraud or fraudulent misrepresentation.

10.3   Exclusions and Restrictions. Subject to section 10.2:

10.3.1   In no event shall GetSwarms be liable, whether in tort (including negligence or breach of statutory duty however arising), contract, misrepresentation (whether innocent or negligent), or otherwise, for: loss of profits; loss of business; loss of contract; loss of use; loss or corruption of data or information; or any special, indirect, consequential, or purely economic loss, costs, damages, charges, or expenses; and

10.3.2   **The total liability of GetSwarms:** whether in contract, tort (including negligence or breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution, or otherwise, arising in connection with the performance or anticipated performance of the agreement, shall be restricted to the total amount payable to GetSwarms in the 12-month period immediately preceding the act or omission giving rise to the client's claim.

10.4   **Time Limitation on Actions:** Client may not initiate any action arising from this Agreement, regardless of the form of action, more than one year after the action accrued.

11   Duration

11.1   **Duration:** This Agreement shall remain valid for one year and will automatically renew for successive one-year terms unless either party provides Notice of intent not to renew at least thirty (30) days before the expiration of any term. Unless expressly agreed upon in writing, upon termination, any Statement of Work (SOW) currently in effect will promptly terminate.

11.2   **Termination for Cause:** Either party reserves the right to terminate the Agreement or any Statement of Work (SOW) upon written notice under the following circumstances:

11.2.1   **Material Breach:** If the other party commits a material breach of this Agreement, and such breach remains unremedied (if capable of being remedied) for thirty (30) days after receiving written notice of the breach from the non-breaching party.

11.2.2   **Insolvency:** If the other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they become due within the meaning of section 123 of the Insolvency Act 1986.

11.2.3   **Debt Negotiations**: If the other party enters negotiations with its creditors for the rescheduling of its debts, proposes or compounds with its creditors regarding its debts (excluding solely by way of solvent amalgamation or reconstruction), or files an application with the court for protection from its creditors generally.

11.2.4   **Winding-up Resolution:** If the other party passes a resolution for winding-up or for the appointment of an administrator, or if a liquidator or a winding-up order is issued (excluding solely in relation to a solvent amalgamation or reconstruction).

11.2.5   **Appointment of Administrator:** If an administrator, receiver, or administrative receiver is appointed or is likely to be appointed in relation to the other party or any of its assets.

11.2.6 **Creditor Actions:** If any creditor of the other party attaches, takes possession of, or enforces any distress, execution, or similar process against all or any part of the other party's assets, and such attachment or process remains unresolved for more than fourteen days.

11.2.7 **Similar Actions**: If the other party takes or is subjected to any action similar to the above in any jurisdiction.

11.3 **Termination Payment:** Upon termination of a Statement of Work (SOW), the Client shall compensate GetSwarms for the amounts specified in the Costs Section of each such SOW concerning work executed by GetSwarms up to and including the termination date. Additionally, the Client shall cover any additional costs or expenses incurred or contracted by GetSwarms in relation to the Services. Furthermore, all property belonging to each party that is in the possession of the other party related to such SOW shall be returned, including, but not limited to, any Deliverable provided to the Client by GetSwarms under such SOW but not yet fully paid for by the Client. Except in cases of breach by the Client, the Client may only retain a license to use incomplete Deliverables for which it has made payment; however, all warranties regarding such Deliverables shall cease.

11.4 **Continuation of Terms:** Provisions within this Agreement that inherently extend beyond its termination shall remain in effect even after the conclusion of this Agreement. Upon termination of this Agreement, any license granted by GetSwarms to Client shall promptly cease.

12   General Provisions

12.1 **Employee non-solicitation:** Client agrees not to actively recruit for employment any employee or contractor of GetSwarms who has accessed Confidential Information of the soliciting party or who is directly engaged in the execution of this Agreement or any Statement of Work for a period of twelve (12) months following the individual's last involvement in the execution of this Agreement or Schedule. Both parties acknowledge that

12.1.1 any public solicitation, such as in a newspaper, not specifically targeting such individuals shall not constitute a solicitation for the purposes of this provision, and

12.1.2 this provision is not intended to restrict the movement of employees or contractors of either party.

12.2 **Distinct Software License:** The Services provided will support Software licensed to the Client under a separate agreement. This distinct agreement shall regulate all utilization of such software by the Client, and this Agreement shall pertain exclusively to the Services. It is not the intent of this Agreement to alter in any manner the licensing, warranty, or any other terms for Software products separately licensed by the Client through or from GetSwarms or any other party.

12.3 Notification. Unless otherwise mutually agreed upon, any communication sent to a party regarding or in relation to this agreement must be in written form and delivered by hand, recorded courier delivery, or another next working day delivery service to the address specified in the signature blocks of this Agreement. A notice shall be considered received:

12.3.1 if delivered by hand, now the notice is left at the correct address; or

12.3.2 if sent by courier, at the time recorded by the courier.

12.4   Please note that this Section 12.3 does not apply to the service of legal proceedings or any documents in any legal action, arbitration, or other dispute resolution method, where applicable.

12.5   *Force Majeure:* if either party is hindered from fulfilling any part of this Agreement due to circumstances beyond its reasonable control, such as strikes, lock-outs, or other industrial disputes (involving the workforce of GetSwarms or any other party), civil commotion, war, governmental regulations or controls, pandemics, epidemics, casualties, inability to procure materials or services, or acts of God, the defaulting party shall be exempt from performance for the duration of the delay and for a reasonable period thereafter.

12.6   *Independent Contractor Status:* This Agreement, and the conduct of the parties herein, shall not be interpreted as establishing an employment, agency, or partnership relationship between any party and the other party or the employees or agents of the other party. Each party shall bear sole responsibility for remunerating its employees, including the deduction of income taxes and social security, as well as providing workers' compensation and all other employment benefits.

12.7   *Applicable Law:* This Agreement and any disputes or claims arising from it or related to its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

12.8   *Court Jurisdiction:* Each party agrees without reservation that the English courts shall have sole jurisdiction to resolve any dispute or claim arising from or related to this agreement, its subject matter, or formation (including non-contractual disputes or claims).

12.9   *Severability Clause:* If any provision or part of this Agreement is deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or parts shall continue to be fully enforceable and effective.

12.10 *Waiver Clause:* Any waiver of rights under this Agreement shall only be valid if made in writing and signed by an authorized representative of the waiving party. A waiver of rights resulting from any breach or failure to perform shall not be construed as a waiver of any future rights.

12.11 *Binding Effect and Assignment:* This Agreement is binding upon the representatives, successors, and assigns of the parties. Neither party shall transfer or assign this Agreement without obtaining prior written consent from the other party; however, such consent shall not be unreasonably withheld. This Agreement shall not be construed to create any enforceable rights in favour of a third party, whether it be a person, firm, corporation, or any other entity.

12.12 Subcontracting Services. GetSwarms reserves the right to subcontract any part of the Services to a third-party contractor, with the condition that GetSwarms retains full responsibility to the Client for the provision of the Services.

12.13 *Remedial Measures:* Unless explicitly stated otherwise in this agreement, the rights and remedies granted under this agreement are supplementary to, and not exclusive of, any rights or remedies provided by law.

12.14 ***Entire Agreement:*** This Agreement, inclusive of any SOW, constitutes the entire understanding between the parties regarding the subject matter and overrides any prior agreements or communications between them, whether written or oral. Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall not seek remedies for, any statement, representation, assurance, or warranty (whether made innocently or negligently) not explicitly outlined in this Agreement. Each party agrees not to pursue claims for innocent or negligent misrepresentation or misstatement based on any statements in this Agreement.

12.15 ***Amendments:*** This Agreement and/or any SOW may only be altered by a written addendum or change order signed by authorized representatives of both parties. The terms of any invoice, purchase order, or similar document will not amend this Agreement, and GetSwarms explicitly disclaims any such terms.

12.16 ***Third Party rights:*** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. CLIENT AND GETSWARMS hereby confirm their mutual agreement to terms and conditions set out herein as of the Effective Date:

Get Swarms LIMITED   <mark>[CLIENT NAME]</mark>

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

Address for notice: **Client Address for notice:**

Get Swarms Limited   To be inserted.
20-22 Wenlock Road
London
England
N1 7GU

Schedule 1 – Data Protection

1. The following meanings are applicable when utilized in this Schedule.

    1.1. **"Controller"** refers to the entity that, either independently or in collaboration with others, decides the objectives and methods of processing Personal Data.

    1.2. **"Data Subject"** refers to the person to whom Personal Data pertains.

    1.3. **"Data Subject Request"** signifies a request from a Data Subject to exercise their rights under UK GDPR concerning their Personal Data. This includes, but is not limited to, the rights to access, rectify, modify, transfer, receive a copy of, object to processing, block, or erase such Personal Data.

    1.4. **"Personal Data Breach"** denotes a security breach leading to, or likely to lead to, the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, access to, or encryption of Personal Data that is transmitted, stored, or otherwise processed.

    1.5. "**Processor**" refers to the entity that processes Personal Data on behalf of the Controller.

    1.6. "**Sub-Processor**" denotes the entity that processes Personal Data on behalf of the Processor.

    1.7. "**UK GDPR**" carries the definition as provided in section 3(10) of the DPA 2018, supplemented by section 205(4).

2. This Schedule 1 is bound by clause 8.4 of the Agreement.

3. The parties acknowledge and agree that concerning Personal Data, Client acts as the Controller, while GetSwarms serves as a Processor. The specifics of Personal Data processing are outlined in Annex 1 of this Schedule 1.

4. The Client shall

    4.1. adhere to UK GDPR and guarantee that any directives it provides to GetSwarms are in accordance with UK GDPR. Additionally, GetSwarms will notify the Client if, in its reasonable judgment, it believes any instructions issued by the Client breach UK GDPR, without prejudice to the preceding statement.

    4.2. Establish the lawful grounds for Processing Personal Data under UK GDPR, which includes issuing all necessary notices and obtaining consents as mandated by UK GDPR. This is essential for GetSwarms to process the Personal Data for service provision as outlined in this Agreement.

    4.3. Refrain from engaging in any action or omission that would result in GetSwarms violating the UK GDPR.

5. In performing its obligations under this Agreement GetSwarms, as Processor, shall:

    5.1. Process all Personal Data solely in accordance with the written instructions provided by the Client periodically. The Client directs GetSwarms to process Personal Data for the purpose of executing the Services and as delineated in the rest of this Agreement.

5.2. Take reasonable measures to ensure that its employees with access to such Personal Data are obligated by suitable confidentiality obligations.

5.3. Enforce the security and organizational measures outlined in any existing internal policies to safeguard the Personal Data. The Client acknowledges that these security measures are suitable for protecting the Personal Data.

5.4. To the extent permissible by relevant law, promptly inform the Client about a Data Subject Request. Upon receiving such a request, GetSwarms may reach out to the relevant Data Subject to acknowledge receipt and inform them that the request has been forwarded to the Client. However, GetSwarms shall not be liable for responding to any Data Subject Request without prior written instructions from the Client.

5.5. Offer commercially reasonable aid as reasonably requested by the Client to support the Client in meeting its obligations under UK GDPR regarding the response to Data Subject Requests. The Client shall bear any reasonable costs incurred from GetSwarms providing such assistance.

5.6. Immediately inform the Client upon becoming aware of a Personal Data Breach and furnish the Client with the following information as soon as it becomes accessible:

5.6.1. A depiction of the nature of the Personal Data Breach, incorporating, whenever feasible, the categories and estimated count of affected Data Subjects.

5.6.2. the name and contact details of the GetSwarms contact from whom more information can be obtained; and

5.6.3. A summary of the actions taken or planned to address the Personal Data Breach, which may include, if applicable, steps to minimize potential adverse consequences.

5.7. Upon termination of this Agreement, at the discretion of the Client, either return or delete (in accordance with GetSwarms' document retention and deletion policies) any Personal Data under GetSwarms' possession or control, except as mandated by law or necessary for the defence of any existing or potential legal claims.

5.8. Be authorized to enlist the Sub-Processors listed in Appendix 2 of this Schedule 1. Regarding Sub-Processing:

5.8.1. GetSwarms will inform the Client before granting access to Personal Data to any Sub-Processor not listed in this document ("New Sub-Processor").

5.8.2. If the Client has reasonable objections to GetSwarms' engagement of a New Sub-processor, believing that the New Sub-processor may struggle to comply with the terms of this Schedule 1, the Client must promptly notify GetSwarms in writing within ten (10) days of receiving GetSwarms' notice. Failure to object in writing within this timeframe will be considered as approval for the use of the New Sub-processor. The Client understands that the inability to utilize a specific New Sub-processor may lead to service delays, incapability to deliver the services, or increased fees. GetSwarms will

inform the Client in writing about any alterations to the services or fees resulting from its incapacity to use a New Sub-processor objected to by the Client. The Client can either execute a written amendment to the Agreement to accommodate this change or exercise its right to terminate the Agreement. Such termination will not be considered a breach of the Agreement.

5.8.3. GetSwarms will guarantee that its agreement with any Sub-processor imposes on the Sub-processor obligations that mirror the obligations imposed on GetSwarms under this Schedule 1.

5.8.4. GetSwarms will retain accountability for the actions and oversights of its Sub-Processors in fulfilling obligations under this Schedule 1.

5.9. Be authorized to transfer Personal Data outside of the UK in compliance with UK GDPR, subject to the conditions outlined in paragraph 5.8 above.

5.10. Upon request by the Client, GetSwarms will, at the Client's expense, furnish the Client with necessary assistance and information to enable compliance with any obligation to conduct a data protection impact assessment or consult with a regulator as mandated under the UK GDPR.

5.11. Permit Client to conduct audits on its adherence to this Schedule 1, contingent upon the following stipulations:

5.11.1. The Client may conduct such audits annually.

5.11.2. The Client may engage a third party to conduct the audit on its behalf, provided that the third party is agreed upon by both the Client and GetSwarms and executes a confidentiality agreement acceptable to GetSwarms before conducting the audit.

5.11.3. Audits must take place during regular business hours, in accordance with GetSwarms 's policies, and should not unduly disrupt GetSwarms business operations.

5.11.4. The Client may utilize the audit reports solely to fulfil its audit obligations under UK GDPR and/or verify compliance with the provisions of this Schedule 1. Such audit reports shall be deemed confidential information of the parties under this Agreement.

5.11.5. To initiate an audit, the Client must provide GetSwarms with a comprehensive audit plan at least six (6) weeks prior to the proposed audit date. This plan should outline the intended scope, duration, and commencement date of the audit. GetSwarms will assess the audit plan and communicate any concerns or queries to the Client (such as requests for information that may jeopardize GetSwarms' confidentiality obligations or its security, privacy, employment, or other pertinent policies). GetSwarms will collaborate with the Client to finalize the audit plan.

5.11.6. All audits are solely at the expense of the Client, and GetSwarms retains the right to request written confirmation from the Client agreeing to cover such fees before offering audit assistance.

Appendix 1 – Details of Processing of Personal Data

Categories of Data Subjects: Those individuals provided by the Client.
Categories of Personal Data: The specific Personal Data provided by the Client.
Processing operations: Defined in the Agreement for the provision of Services.
Duration of Processing: Outlined in the Agreement, necessary for GetSwarms to provide Services.
Frequency of transfer: Regular, as needed for Service provision.

Appendix 2 – List of Sub-Processors

Name Of Sub-processor	Address	Summary of Processing Operations