



MASTER SERVICE AGREEMENT

TERMS AND CONDITIONS

This Master Service Agreement ('Agreement') is made effective as of dd/MMM/YYYY and between:-

1. AR Cloud Solutions Ltd (Company Registration Number 12452979) a company limited in liability whose registered office is at 60 Wolsey Road, Sunbury-On-Thames, England, TW16 7TY ('the Provider'); and
2. Customer Name (Company Registration Number XXXXXXXXX) address ('the Client') for the purpose of establishing the fundamental terms and conditions applicable to their relationship, the nature of which is more specifically set out in attachments to this Agreement.

Therefore, the Provider shall sell or provide and the Client shall purchase the Goods and/or Service in accordance with (i) these terms and conditions and (ii) Client Orders executed by the Client and accepted by the Provider, providing however Client Orders may contain additional and/or different and/or conditions which shall take precedence over similar terms set out in this Agreement.

DEFINITIONS

'Client Orders'	a request from the Client (but not including subcontractors and/or representatives) for the Provider to provide Goods and/or Service submitted in the format devised and accepted by the Provider
'Consultants'	the employees of the Provider who will provide the Service to the Provider and whose function is set out in the Service Description
'Firm Order Commitment'	A written communication from the Provider to the Client committing to deliver the Goods and/or Service requested in a Client Order
'Goods'	any tangible products, including but not limited to, computer hardware, firmware or software and networking equipment sold, leased, rented, licensed or otherwise delivered to the Client pursuant to any Client Order accepted by the Provider
'Licensed Software'	computer software, in object code format only, required for the use of a Service ordered by the Client
'Set-Up--Fee'	the initial set up fee in respect of a Service as defined in the relevant Service Description



AR Cloud Solutions Ltd

‘Service’

Any communications (or related) service provided by the Provider pursuant to an accepted Client Order, including any Service Level Agreement (SLA) where applicable

‘Service
Description’

The document containing the description of the Service to be provided by the Provider to the Client



CLIENT ORDERS

1.1 Submission of Client Orders.

The Client may submit Client Orders to the Provider setting out the requested Goods and/or Service, the locations for delivery, the prices to be charged, any applicable term, and any unique terms and conditions. The Provider shall within a reasonable period of its receipt of a Client Order confirm the accuracy (or otherwise) of information on the Client Order and the availability of the Goods and/or Service requested. If any information is not accurate or the Goods and/or Service requested are not available, the Provider shall inform the Client and where applicable the Client shall be entitled to resubmit a Client Order for the Provider's review. The Provider's delivery of a Firm Order Commitment or its earlier delivery of the Goods and/or Service ordered shall constitute the Provider's acceptance of the applicable Client Order and such Client Order shall as at the date of acceptance by the Provider constitute a contract between the Provider and the Client subject to the terms and conditions of this Agreement.

1.2 Undertaking of Provider.

Upon the Provider's issuance of a Firm Order Commitment, the Provider will furnish the applicable Goods and/or Service in accordance with this Agreement and any additional terms and conditions of the accepted Client Order.

BILLING AND PAYMENT

1.3 Payment and rendering of bills.

Set-Up--Fees if applicable shall be due upon the Client's receipt of a Firm Order Commitment from the Provider, or the Provider's earlier delivery of the applicable Goods and/or Service. The Provider shall invoice the Client upon delivery of the applicable Goods and/or Service and or all recurring charges upon their delivery, except for usage or consumption charges which shall be billed in arrears.

1.4 Payment of bills.

Payment is due in Pounds Sterling, unless otherwise stated, and shall be made to the address stated on the invoice without set off or deduction upon receipt by Client of an invoice. The unpaid balance of any invoices not paid within 30 days of invoice date shall bear interest until payment is received by the Provider at a rate of 1.5% per month (prorated on a daily basis), or the highest rate allowed by law, whichever is less.

1.5 Taxes and fees.

Prices for Goods and/or Services are exclusive of VAT and, where applicable, any additional or substitute taxes, levies, imposts, duties, fees or charges whatsoever and



whenever, all of which shall be paid by the Client.

1.6 Regulatory and legal changes.

In the event of a change in applicable law or regulation that materially changes the cost of delivery of the applicable Service, the Provider shall give the Client written notice thereof and the Client shall have 30 days to accept such increased costs or tender notice of termination of the applicable Client Order. The Service provided after said 30 -day period shall be at the increased rate, provided however that if the Client choose to terminate the applicable Client Order, any such termination shall not trigger any otherwise applicable termination charge.

1.7 Disputed bills.

If the Client disputes any portion of an invoice, the Client must pay the undisputed portion of an invoice in full, and within 60 days of receipt of said invoice, submit to the Provider, c/o Accounting Dept, a documented claim for the disputed amount.

1.8 Credit approval and deposits.

Delivery of Goods and/or Service is subject to credit approval. If the Provider requires, the Client shall provide the Provider with credit information to demonstrate acceptable credit in advance of the delivery of Goods and/or Service under any Client Order. The Provider may require any Client to make a deposit subject to its credit rating approval, the terms and conditions of which will be documented separately.

1.9 Fraudulent use of Service.

The Client shall be solely responsible for all charges incurred through or as a result of fraudulent or unauthorised use of any Service. The Provider is not obligated to detect or report unauthorised or fraudulent use of any Service.

SUSPENSION OF SERVICE

1.10 Suspension of Service by Provider.

The Provider may, at its sole discretion, elect to suspend any or all Service forthwith if:

- 1.10.1** (i) the Client fails to comply with any provision of clauses 2 or 5 of this Agreement or (ii) the Provider is entitled to terminate this Agreement (including without limitation by reason of a breach, fault or omission by the Client under this Agreement);
- 1.10.2** such suspension is for the purpose of carrying out scheduled or emergency maintenance pursuant to an SLA, provided that prior reasonable notice is given to the Client;
- 1.10.3** such suspension is in accordance with an order, instruction or request of government, an emergency service organisation or other competent administrative



authority or is a result of the Provider otherwise losing its authorisation to provide the Service(s);

- 1.10.4** the Client becomes insolvent or if a an order or resolution is passed for the winding up of the Client (other than voluntary for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Client's assets or business, or if the Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;; or
- 1.10.5** the Client consumes the Service in an amount that materially exceeds the Client's credit limit and the Client has not provided additional security for payment which is sufficient in the Provider's reasonable discretion.

Exercise by the Provider of its right of suspension under this clause shall not function as a waiver of any right of termination the Provider may have under this Agreement or any individual Client Order.

1.11 Effect of suspension.

Upon the Provider's suspension of any Service to the Client under any of the foregoing clauses except 3.1.2 and 3.1.3, the Provider may, in addition to all other remedies that may be available to the Provider at law or in equity or under any other provision of a Client Order, assess and collect from the Client any applicable termination charge.

1.12 Resumption of Service.

If a Service has been suspended pursuant to clause 3.1.2, the Provider shall re- - establish such Service as soon as reasonably possible. If a Service has been otherwise suspended pursuant to clause 3.1.5 and the Client requests that Service be restored, the Provider will consider reestablishing such Service once a new credit limit has been agreed and security for payment has been established to the Provider's satisfaction.

DELIVERY OF SERVICE

1.13 Provision of Service.

The Provider will provide the Client the Service as described in the appropriate Client Order and the terms and conditions of this Agreement. The Provider reserves the right to vary any Service Description at any time, however the Provider shall inform the Client of such variations where the Provider deems necessary to do so and where reasonably practicable in the circumstances.

1.14 Title.

Title to the Goods sold under any Client Order shall pass to the Client only upon payment in full to the Provider of the price thereof. Title to all other Goods, equipment and/or facilities furnished by the Provider, shall remain with the Provider, subject to the Client's perpetual royalty free right to use the same.



1.15 Transportation of media.

The Client shall notify the Provider and the delivery/shipping company, in writing by recorded delivery, within 2 business days after delivery of any defective or damaged Goods, including, but not limited to, any discrepancy between the delivery/shipping document(s) and the Goods received. Failure to do so shall constitute an acceptance of any such Goods and a waiver of any claim which the Client may have against the Provider for non-delivery, delivery of damaged Goods and/or failure to conform to Goods ordered.

1.16 Turnaround time.

Any turnaround time detailed in a Client Order between the Provider and the Client in relation to the provision of encoding services shall be measured/counted from that point at which the appropriate media arrives for collection at the Provider's working premises.

1.17 Syndication and archiving.

The Provider reserves the right to issue the Client with further terms and conditions and legal documentation in respect of any Service that involves the syndication and archiving of any media content on behalf of the Client. Furthermore, the Client shall accept total legal responsibility for any legal arbitration, lawful misuse, or digital rights issues including a breach of any third-party intellectual property rights (including copyright) that may arise from the Provider publishing and distributing media content that has been provided to them by the Client.

1.18 Bandwidths.

Both parties acknowledge that, given the nature of the Internet, it is impossible to guarantee the bandwidth available between the Client and any third party site elsewhere on the global Internet, as the bandwidth and the speed of their access will depend upon the bandwidth available over the various third party circuits over which the traffic must pass. The Client acknowledges that while variances in bandwidth may occur over which the Provider has no control, the Provider will use all reasonable endeavours to ensure that the bandwidth stated in the Client Order is the exact bandwidth available.



OBLIGATIONS OF CLIENT

1.19 Obligations of the Client.

The Client shall be responsible for:

- 1.19.1** the payment of all charges applicable to the Goods and/or Service (including charges incurred as a result of fraud or unauthorised use of the Service by the Client);
- 1.19.2** the payment of all additional fees or charges arising from Client service requests and/or the Client's usage of facilities, bandwidth and/or network capacity above and beyond the Client's entitlement as set forth in the SLA where applicable and/or Client Order for support services;
- 1.19.3** the payment of all prior approved reasonable, billable travel expenses;
- 1.19.4** providing, if Services are provided from the Client's premises or location rented or hired by the Client, the following: (i) the level of power, heating and air conditioning necessary to maintain the proper environment at the Client's premises or the location rented or hired by the Client for the provision of the Service as required under any applicable Client Order;; (ii) a safe, hazard free, place to work complying with all working condition laws and regulations;; and (iii) keeping the Provider's equipment free and clear of any liens or encumbrances;;
- 1.19.5** cooperate with the Provider as the Provider reasonably requires;
- 1.19.6** ensure that the Client's staff and agents co-operate and assist the Provider;
- 1.19.7** where applicable the day to day control and management of the Consultants.

1.20 Undertakings by the Client

1.20.1 The Client undertakes with Provider to:

- 1.20.1.1** observe the terms under which the Consultants are employed by the Provider, as if the Client was the employer of the Consultants (other than the payment of remuneration which shall be the responsibility of the Provider) and shall not do or omit to do anything which would cause the Provider to breach any of its obligations to and in respect of the Consultants;;
 - 1.20.1.2** report to the Provider every 6 months in writing on the conduct and progress of each of the Consultants;
 - 1.20.1.3** notify the Provider of any difficulty of a disciplinary or other nature arising in respect of any of the Consultants, and the Provider shall be entitled to deal with such difficulties as it considers appropriate. The Client shall not have authority to dismiss or otherwise discipline any of the Consultant; and
 - 1.20.1.4** keep all necessary and appropriate records concerning the Consultants, including, but not limited to, records of time worked by the Consultants for the purpose of complying with the Working Time Regulations 1998.
- 1.20.2** The Client acknowledges that the undertakings in this clause are fair and reasonable in the circumstances and without prejudice to the Provider's rights in this agreement and clause 11.3 the Client shall indemnify the Provider for all



claims, loss, damage and expense howsoever arising from any breach of the undertakings in sub- -clauses 5.2.1.1 to 5.2.1.4.

1.21 Health and Safety

1.21.1 The Client agrees that it will comply with its duties under:

- 1.21.1.1** the Health and Safety at Work etc Act 1974;
- 1.21.1.2** all relevant statutory provisions (as defined in that Act);
- 1.21.1.3** all other statutes and regulations relating to health and safety; and
- 1.21.1.4** common law in respect of the Consultants, and that it will indemnify and keep indemnified the Provider in respect of all liabilities, costs, claims, demands, expenses, fines and other penalties (including legal fees and expenses) which the Provider may incur or sustain as a result of any failure by the Client to so comply.

1.21.2 Without prejudice to clause 5.3.1, the parties agree that the Consultants shall, while performing duties for the Client, be deemed to be the agents of the Client and that the Client shall be liable to the Provider for any liability incurred by the Provider arising out of any act, omission or error of judgment (whether or not negligent) which may be committed by any of the Consultants while performing such duties except where the same arises through the dishonesty or wilful default or neglect of any of the Consultants and the Client shall indemnify and keep indemnified the Provider in respect of all liabilities, costs, claims, demands, expenses, fines and other penalties (including legal fees and expenses) which the Provider may incur or sustain by reason of such an act, omission or error of judgment whether arising out of common law, statute or otherwise, but in respect of such an act, omission or error of judgment excluded from the Client's responsibility by this clause 5.3.2 the Provider shall similarly indemnify the Client.

1.21.3 The Provider shall not be liable to the Client in respect of any indirect or consequential loss including loss of expected profits, goodwill or reputation howsoever caused which is suffered by the Client, otherwise than by reason of a claim by a third party in respect of which the Provider is liable to indemnify the Client under clause 5.3.1 or clause 5.3.2.

1.21.4 Nothing in this clause 5.3 or otherwise contained in this agreement shall exclude, restrict or limit the liability of either party for death or personal injury caused by that party's negligence or for fraud.

1.22 Intellectual property

1.22.1 The parties agree that any: limitation,

- 1.22.1.1** discovery, invention, design, process or works, including, without patents, trademarks, service marks, rights (registered or unregistered) in any designs, and any applications for any of the foregoing;
- 1.22.1.2** trade or business names;
- 1.22.1.3** copyright (including rights in computer software) and topography rights;



- 1.22.1.4 lists of suppliers and customers and other confidential and proprietary knowledge and information;
- 1.22.1.5 rights protecting goodwill and reputation;
- 1.22.1.6 know how;
- 1.22.1.7 database rights; and
- 1.22.1.8 all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world which are capable of protection by law by means of any form of intellectual or industrial property right, ('intellectual property rights' which expression shall include the right to apply for protection of them) made or devised by any of the Consultants during the performance of his/her duties during this Agreement shall, as far as the law allows, be the property of the Provider.

1.23 Digital media.

The Client is obligated to keep copies of all digital media files for back-up, unless specified otherwise in the applicable SLA and/or Client Order.

OBLIGATIONS OF THE PROVIDER

- 1.24 The Provider will ensure that the Consultants have the correct skills to provide the Service.
- 1.25 The Provider ensure that, in the opinion of the Provider, the Consultants are flexible as to their location, understand their role and will be swapped out of their role if the Consultants fails to perform effectively.
- 1.26 The Provider will continue to provide the Consultants with support, advice, mentoring and personal development that it deems appropriate during the Agreement.
- 1.27 The Provider will equip the Consultants with the necessary equipment and communication, which, in its opinion, will allow the Consultants to carry out the Service.

WARRANTY AND DISCLAIMER OF WARRANTIES AND CONDITIONS

1.28 Warranty.

The Provider provides a limited warranty for its Goods and/or Service as more specifically set out in the Provider SLA where applicable and, if any, in the Client Order. In any event the Provider warrants that any Service will be provided with reasonable skill and care and that it has title to sell any Goods.

1.29 Disclaimer of warranties and conditions.

Except for the limited warranties set out in this Agreement, the Provider excludes and the Client waives all other representations, conditions, terms and warranties, express, implied or collateral, arising by operation of law or otherwise, including but not limited to implied warranties, terms or conditions of satisfactory, quality or fitness for a particular



purpose or conformance to description or sample of Goods, except to the extent such representations, conditions, terms or warranties may not be excluded by law. Due to the nature of the Internet, except as provided above, the Service is provided on an 'as is' and 'as available' basis without warranties or conditions of any kind, express or implied.

- 1.30** The Client confirms that it has not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

LIMITATION OF LIABILITY

- 1.31** Nothing in this Agreement or any Client Order limits or excludes any liability of the Provider for death or personal injury caused by its negligence, for fraud or for any other liability that cannot be lawfully excluded under applicable law.
- 1.32** The Provider's maximum liability in respect of damage caused to the Client's tangible property as a result of its negligence shall not in any event exceed £1 million per claim or series of connected claims.
- 1.33** Subject to clauses 8.1 and 8.2, the liability of the Provider for damages arising out of any Client Order or any other matter under this Agreement, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of any Service and/or Goods;; or arising out of the failure to furnish any Service and/or Goods, whether caused by acts of commission or omission, (including Client software or hardware failures or any other damage occurring after the provision of any Service) shall be limited in the case of any Service to the extension of credit allowances due under any applicable SLA, and in the case of Goods to the price paid for such Goods in the applicable Client Order. The extension of such credit allowances or refunds shall be the sole remedy of the Client and the sole liability of the Provider.
- 1.34** Subject to clauses 8.1 and 8.2, in no event shall the Provider's liability exceed for any breach of this Agreement or any Client Order or any other liability howsoever arising (including negligence) exceed the total payments in respect of all Client Orders made by the Client to the Provider over the preceding 12 months to the act or omission giving rise to the liability.
- 1.35** Subject to clause 8.1, neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, including but not limited to damages for lost profits, lost contracts or lost revenues (whether direct or indirect), however caused (including through negligence) and regardless of whether such party has been informed of the possibility or likelihood of such damages arising.
- 1.36** No employee or representative of the Provider, other than a duly authorised officer, has any authority to bind the Provider to any warranty or undertaking whatsoever other than that, if any, provided in this Agreement, or to vary the terms of this Agreement.
- 1.37** In the event that the Client installs any applications, utilities or other software programs or re--configures the Goods or Service (including, but not limited to, hardware, firmware, software, programming, configuration and service as specified in any applicable Client Order) or otherwise modifies or alters any of the foregoing, the sole responsibility of the Provider will be to make such repairs as are covered by the



manufacturer's warranty.

- 1.38** The provisions of this Agreement set out the maximum liability of the parties under or in connection with this Agreement and each Client Order and all other liability is excluded.

TERM AND TERMINATION

1.39 Term.

This Agreement shall be for a term of 36 months commencing with the date first above written unless automatically extended at the conclusion hereof for any open Client Order, but only as to any such open Client Order, or unless terminated by either party pursuant to the terms of this Agreement or any Client Order.

1.40 Termination.

The Provider may terminate this Agreement or (at the Provider's discretion) the applicable Client Order only immediately by written notice to the Client if (i) any failure of the Client to pay undisputed amounts due under any Client Order;; (ii) any breach of a material provision of this Agreement or a Client Order that if remediable is not remedied by the Client within 14 days' of the Client's receipt of written notice from the Provider specifying the breach and requiring its remedy;; (iii) any regulatory decision or governmental order requiring the Provider to suspend Service(s), further delivery of Goods or which is reasonably likely to result in the loss of the Provider's operating authority;; or (iv) in an event of insolvency as aforesaid in clause 3.1.4.

- 1.41** Any termination under this Agreement, except in accordance with clause 9.2(iii) above, shall be subject to the Provider's applicable cancellation charges and shall not relieve the Client of its obligation to pay any charges already incurred prior to termination.

- 1.42** Termination of this Agreement shall terminate any then open Client Orders.

Confidentiality

- 1.43** Each Party ('Receiving Party') shall keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the Purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 10, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

- 1.44** The obligations of clause 10.1 shall not apply to any information which:

- 1.44.1** was known or in the possession of the Receiving Party before the Providing Party provided it to the Receiving Party;



- 1.44.2** is, or becomes, publicly available through no fault of the Receiving Party;
 - 1.44.3** is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - 1.44.4** was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
 - 1.44.5** is required to be disclosed by order of a court of competent jurisdiction.
- 1.45** This clause 10 shall survive termination of this Agreement for a period of 3 years.



GENERAL TERMS

1.46 Force majeure.

Neither party shall have any liability under or be deemed to be in breach of this Agreement or any affected Client Order for any delays or failures in performance of this Agreement or any affected Client Order which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months, the non-affected party may terminate this Agreement or the affected Client Order only by written notice to the other party.

1.47 Indemnification by Client.

The Client shall indemnify, defend and hold the Provider harmless from claims, loss, damage, expense (including reasonable lawyer's fees and court costs), or liability (including liability for infringement of a third party's intellectual property rights) arising from:

- 1.47.1** any claims made against the Provider by any person or entity in connection with the delivery or consumption of the Service;
- 1.47.2** use of facilities furnished by the Provider in a manner inconsistent with the terms of this Agreement or any Client Order or in a manner that the Provider did not contemplate and over which the Provider exercises no control;
- 1.47.3** the content of any communication transmitted via any Service or maintained in connection with any Goods provided under this Agreement or any Client Order.

1.48 Severability.

If any provision of this Agreement or any Client Order is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement or the applicable Client Order and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement or the applicable Client Order, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement or the applicable Client Order.

1.49 No Waiver.

Unless a party expressly waives its rights in writing no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement or any Client Order shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement or the applicable Client Order. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.



1.50 Third Party Rights.

Except as expressly provided otherwise, the parties do not intend any term of this Agreement or any Client Order to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties to this Agreement do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it. In this Agreement and any Client Order references to a party or the parties is to a party or the parties (as the case may be) to this Agreement and shall include any permitted assignees of a party.

1.51 Data Protection.

The parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement and any Client Order.

1.52 Announcements.

No Party shall issue or make any public announcement or disclose any information regarding the Agreement unless prior to such public announcement or disclosure it furnishes all Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

1.53 Interpretation.

In this Agreement and each Client Order, unless the context otherwise requires:

- 1.53.1** words importing any gender include every gender;
- 1.53.2** words importing the singular number include the plural number and vice versa;
- 1.53.3** words importing persons include firms, companies and corporations and vice versa;
- 1.53.4** references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 1.53.5** reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 1.53.6** the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
- 1.53.7** 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;
- 1.53.8** 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;
- 1.53.9** any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.



NATURE OF RELATIONSHIP

Neither this Agreement nor any Client Orders shall constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement and any Client Orders.

AMENDMENTS

Neither this Agreement nor any Client Orders may be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

ASSIGNMENT

1.54 This Agreement and each Client Order is personal to the parties and, subject to clause 14.2 below or as otherwise expressly provided, neither this Agreement, any Client Order nor any rights, licences or obligations under them, may be assigned or transferred by either party without the prior written approval of the other party.

1.55 Notwithstanding the foregoing, either party may assign its rights and licenses and transfer its obligations under this Agreement and each Client Order to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement and each Client Order or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment or transfer in violation of this clause will be void and without effect.

NOTICES

1.56 All notices under this Agreement and any Client Order shall be in writing and must be in English.

1.57 Notices shall be deemed to have been duly given:

1.57.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

1.57.2 when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or

1.57.3 on the fifth business day of the sender following mailing, if mailed by national ordinary mail, postage prepaid; or

1.57.4 on the tenth business day of the sender following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, email address, or facsimile number notified to the other party.



SUCCESSORS AND ASSIGNEES

1.58 This Agreement and each Client Order shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

1.59 In this Agreement references to a party include references to a person:

1.59.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights) and any Client Order; or

1.59.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement and any Client Order include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

COSTS AND EXPENSES

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement and any Client Order.

SET-OFF

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.



PROPER LAW AND JURISDICTION

- 1.60** The parties agree that the place of performance of this Agreement is England. This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law notwithstanding the conflict of law provisions and other mandatory legal provisions save that:
- 1.60.1** Each party shall have the right to sue to recover its fees in any jurisdiction in which the other party is operating or has assets; and
- 1.60.2** Each party shall have the right to sue for breach of its Intellectual Property Rights and other proprietary information and trade secrets ('IPR') (whether in connection with this Agreement or otherwise) in any country where it believes that infringement or a breach of this Agreement relating to its IPR might be taking place.
- 1.61** The Client recognizes that the Provider's business relies upon the protection of its IPR and that in the event of a breach or threatened breach of IPR, the Provider will be caused irreparable damage and the Provider may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of its IPR.
- 1.62** With respect to all other disputes which are not IPR related pursuant to clauses 20.1.2 and 20.2 above and its special rules the following procedures in clauses 20.3 to 20.6 shall apply. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each party ('representatives') shall meet in person or communicate by telephone within 5 business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by each party. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 5 business days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies as provided below.
- 1.63** If the parties cannot resolve a dispute in accordance with the procedure in clause 20.3 above, then they shall with the assistance of the Centre for Effective Dispute Resolution ('CEDR'), seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution ('ADR') procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the matter shall be settled in accordance with the procedure below.
- 1.64** If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England for the purposes of hearing and determining any dispute arising out of this Agreement. For the avoidance of doubt, the place of performance of this Agreement is agreed by the parties to be England.
- 1.65** While the dispute resolution procedure above is in progress and one party has



AR Cloud Solutions Ltd

an obligation to make a payment to the other party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest bearing deposit account to be held in the name of the relevant party at a clearing bank and such payment shall be a good discharge of that party's payment obligations under this Agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.

IN WITNESS WHEREOF the Agreement has been executed by or on behalf of the Parties on the date set out above.

SIGNED by a duly authorised representative of:

AR Cloud Solutions Ltd

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.....

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SIGNED by a duly authorised representative of:

CUSTOMER

.....

.....

.....

(Signature) (Print name)

(Print title)

COMMERCIALS & RATE CARD AR Cloud Solutions Ltd

Attached Separately

All rates are for UK mainland only and exclude VAT.