

MASTER SERVICES AGREEMENT

Version 1.0, Effective from November 2021

This Master Services Agreement (**MSA**), together with the relevant service-specific terms and conditions (**Service Schedule**) and project-specific order document in the form set out in the relevant Service Schedule (**Work Order**), forms the agreement between Amdaris Group Limited, registered in England and Wales under company number 10485133 with its registered office at Aurora Studio A, Counterslip, Bristol BS1 6BX, United Kingdom (**Amdaris**) and the organisation named in the relevant Work Order (**Client**).

As set out in clause 19.13 (Variation), this MSA and the relevant Service Schedule may be amended by Amdaris at any time; however, this will not affect any uncompleted Work Orders.

1. Definitions and interpretation

- 1.1. In addition to any other terms or expressions defined in this agreement, the definitions in the Definitions Schedule will apply.
- 1.2. In this agreement:
 - 1.2.1. headings will not affect the interpretation of this agreement;
 - 1.2.2. any obligation on a party will, unless the context otherwise requires, include an obligation on that party to ensure that its Personnel comply with such obligation;
 - 1.2.3. any provision requiring a party's prior approval or written consent will be treated as including the words "not to be unreasonably withheld" after them;
 - 1.2.4. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.5. unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular;
 - 1.2.6. a reference to a statute or statutory provision includes all subordinate legislation made at any time under that statute or statutory provision;
 - 1.2.7. a reference to **writing** or **written** includes email but not any other form of electronic communications; and
 - 1.2.8. any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression are illustrative only and will not limit the sense of the words preceding those terms.

2. Construction of this agreement

- 2.1. This MSA provides an overarching framework for the provision of Works by Amdaris under one or more Work Orders as may be agreed under clause 4 (Work Orders).
- 2.2. Each Work Order and its corresponding Service Schedule forms part of this agreement and is not a separate contract to it.



- 2.3. If there is any conflict between the documents forming this agreement, terms contained in a Work Order will override those in the relevant Service Schedule and terms in the relevant Service Schedule will override those in this MSA.
- 2.4. Amdaris acknowledges that this agreement is non-exclusive. Except for any Work Order agreed and signed under clause 4.1.4, Amdaris acknowledges that there is no guarantee that the Client will request any Works to be provided under this agreement.

3. Commencement and duration

- 3.1. This agreement will commence on the earlier of the date of the last party to sign a Work Order, or the date on which the Client authorises Amdaris to commence provision of the Works (**Commencement Date**).
- 3.2. Unless terminated earlier under clause 15 (Termination), this agreement will apply to all Work Orders entered into between the parties, unless agreed otherwise by the parties in a Work Order.
- 3.3. The parties will not enter into any further Work Orders after the date on which either party has served notice on the other party to terminate this agreement.

4. Work Orders

- 4.1. Each Work Order will be agreed as follows:
 - 4.1.1. the Client will ask Amdaris to provide any or all of the Works and provide Amdaris with as much information as Amdaris reasonably requests to prepare a draft Work Order;
 - 4.1.2. following receipt of the information requested from the Client Amdaris will either:
 - (a) inform the Client that it is unable to provide the Works requested; or
 - (b) provide the Client with a draft Work Order;
 - 4.1.3. if Amdaris provides the Client with a draft Work Order, the parties will discuss and agree that draft Work Order; and
 - 4.1.4. both parties will sign the draft Work Order when it is agreed.
- 4.2. Once a Work Order has been agreed and signed under clause 4.1.4, no amendment may be made to it except in accordance with the relevant Service Schedule or the Change Control Procedure.

5. Provision of Works to Client Affiliates

- 5.1. The Client may request the provision of the Works for its own benefit and the benefit of any Client Affiliate.
- 5.2. Unless Amdaris agrees to provide the Works directly to any Client Affiliate (in which case any reference in this agreement to **the Client** will be read as including a reference to such Client Affiliate):
 - 5.2.1. the Client will be solely responsible for the any Client Affiliate's acts and omissions as though they were its own;
 - 5.2.2. a Client Affiliate will not be entitled to enforce the terms of this agreement against Amdaris directly;

- 5.2.3. Amdaris will not be entitled to enforce the terms of this agreement against any Client Affiliate directly;
- 5.2.4. unless a court of competent jurisdiction determines otherwise, any Losses arising out of this agreement will be treated as incurred by the Client and recoverable from Amdaris to the same extent as such Losses would be recoverable by the Client under this agreement;
- 5.2.5. neither the Client nor the Client Affiliate will be entitled to recover twice in respect of the same Losses, except to the extent that both entities incurred those Losses independently; and
- 5.2.6. any notice served by Amdaris on the Client will be deemed served on the relevant Client Affiliate.

6. Amdaris's responsibilities

- 6.1. Amdaris will manage and complete or provide the Works, and deliver any Deliverables to the Client, in accordance with each Work Order in all material respects.
- 6.2. Amdaris will use reasonable endeavours to meet any performance dates or milestones specified in a Work Order, but any such dates will be estimates only and any failure by Amdaris to meet any performance dates or milestones will not entitle the Client to damages or to terminate this agreement.
- 6.3. Amdaris will appoint a Representative in respect of the Works who will be named in each Work Order. That person will have authority to contractually bind Amdaris on all matters relating to the Works under the relevant Work Order. Amdaris will use reasonable endeavours to ensure that the same person acts as Amdaris's manager throughout the term of the relevant Work Order but may replace that person where reasonably necessary in the interests of Amdaris's business.
- 6.4. In providing the Works Amdaris will:
 - 6.4.1. provide the Works with a reasonable level of care, skill and diligence in accordance with good practice in the software development industry;
 - 6.4.2. co-operate with the Client in all matters relating to the Works, and comply with the Client's reasonable instructions;
 - 6.4.3. ensure that its Personnel are suitably skilled and experienced to perform tasks assigned to them;
 - 6.4.4. comply with all Applicable Law in the provision of the Works;
 - 6.4.5. obtain and maintain all necessary consents, licences and permissions to provide the Works and comply with its obligations under this agreement; and
 - 6.4.6. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises.

7. Client's obligations

- 7.1. The Client will appoint a Representative in respect of the Works who will be named in each Work Order. That person will have authority to contractually bind the Client on all matters relating to the Works under the relevant Work Order. The Client will use reasonable endeavours to ensure that the same person acts as the Client's Representative throughout the term of the relevant Work Order but may replace that person where reasonably necessary in the interests of the Client's business.



7.2. The Client will:

- 7.2.1. co-operate with Amdaris in all matters relating to the Works;
- 7.2.2. provide for Amdaris and its Personnel, in a timely manner and at no charge, access to the Client's software applications, data, servers, premises and other facilities as reasonably required by Amdaris including any such access as is specified in a Work Order;
- 7.2.3. provide to Amdaris in a timely manner all materials in any form (whether owned by the Client or a third party) required under a Work Order or otherwise reasonably required by Amdaris in connection with the Works and ensure that they are accurate and complete in all material respects;
- 7.2.4. inform Amdaris of all health and safety and security requirements that apply at the Client's premises; and
- 7.2.5. obtain and maintain all necessary consents, licences and permissions to enable Amdaris to provide the Works and comply with its obligations under this agreement (including any licences to software applications), in all cases before commencement of the Works.

8. Change control

- 8.1. Either party may propose changes to the scope or execution of the Works, but no proposed changes will come into effect until a **Change Order** has been signed. A Change Order will be a document setting out the proposed changes and the effect that those changes will have on:
 - 8.1.1. the Works;
 - 8.1.2. the Charges;
 - 8.1.3. the timetable for the Works; and
 - 8.1.4. any of the other terms of the relevant Work Order.
- 8.2. If Amdaris wishes to make a change to the Works, it will provide a draft Change Order to the Client.
- 8.3. If the Client wishes to make a change to the Works:
 - 8.3.1. it will notify Amdaris and provide as much detail as Amdaris reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 8.3.2. Amdaris will provide a draft Change Order to the Client as soon as after receiving the information at clause 8.3.1,.
- 8.4. If the parties:
 - 8.4.1. agree to a Change Order, they will sign it and that Change Order will amend the relevant Work Order; or
 - 8.4.2. are unable to agree a Change Order, either party may require the disagreement to be dealt with under clause 16 (Dispute resolution).
- 8.5. Amdaris may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client under clause 8.3 on a time and materials basis according to the Rate Card.

9. Charges and payment

- 9.1. Unless otherwise specified in a Work Order, the Charges will be calculated on a time and materials basis according to the Rate Card provided together with the Work Order.
- 9.2. The Rate Card contained in the Work Order is valid for a period of 12 months from the start date set out in Rate Card and shall continue for successive periods of 12 months, except that Amdaris may increase the rates set out Rate Card on not less 30 days' notice in advance of each anniversary of the date of signature of the Work Order.
- 9.3. For Work Orders with a term of more than 12 months, Amdaris may at any time on 30 days' notice increase the rates set out in the Rate Card in line with the average percentage increase (if any) in the average weekly earnings (AWE) for the Information and Communication industry by reference to the most recent figures (EARN03, AWE by Industry, category "J", not seasonally adjusted, excluding bonuses but including arrears) published by the UK Office for National Statistics (or any successor index or body) over the preceding 12-month period by reference to the most recently published monthly growth figures. Amdaris will provide the Client with an updated Rate Card following such increase.
- 9.4. Where the Charges are calculated on a time and materials basis:
 - 9.4.1. Amdaris's daily fee rates for each member of its Personnel as set out in the Rate Card are calculated on the basis of a 7.5-hour day, worked during Normal Business Hours;
 - 9.4.2. Amdaris will be entitled to charge an overtime rate of:
 - (a) 150% of the daily rates set out in the Rate Card on a pro-rata basis for any time worked by its Personnel outside Normal Business Hours but on Business Days; and
 - (b) 200% of the daily fee rates set out in the Rate Card on a pro-rata basis for any time worked by the Consultants outside Normal Business Hours on public holidays in the country in which the service is delivered or on weekends.
 - 9.4.3. Amdaris will ensure that every individual engaged to provide the Works completes timesheets and Amdaris will indicate the time spent per individual in its invoices.
- 9.5. Where the Charges are calculated on a fixed price basis or by reference to an agreed budget, the amount of those charges will be as set out in a Work Order.
- 9.6. The Charges exclude the following, which will be payable by the Client monthly in arrears, following submission of an appropriate invoice:
 - 9.6.1. the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Amdaris engages to provide the Works; and
 - 9.6.2. the cost to Amdaris of any materials or services obtained by Amdaris from third parties for the provision of the Works as such items and their cost are set out in the Work Order or approved by the Client in advance at any time.
- 9.7. Amdaris will invoice the Client for the Charges at the intervals specified, or on the achievement of the milestones indicated, in each Work Order. If no intervals are specified, Amdaris will invoice the Client monthly in arrears.
- 9.8. If the Client delays any agreed commencement date of the Works, Amdaris shall be entitled to invoice the Client for the allocated resources at the rates described in the Work Order from the mutually agreed commencement date.
- 9.9. The Client will pay each undisputed invoice submitted to it by Amdaris within fifteen (15) days of receipt to a bank

account nominated in writing by Amdaris from time to time.

- 9.10. If the Client disputes any amount of an invoice in good faith, it will notify Amdaris of such dispute in writing within fourteen (14) days from the date of receipt of the invoice and pay the undisputed portion by the due date for payment. In relation to amounts disputed in good faith, the Dispute Resolution Procedure will apply and interest under clause 9.9 will be payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment is made.
- 9.11. If the Client fails to pay Amdaris any undisputed amounts on the due date:
 - 9.11.1. the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate at any time, but at 4% a year for any period when that rate is below 0%; and
 - 9.11.2. Amdaris may, on giving the Client not less than thirty (30) days' written notice, suspend part or all of the Works until payment has been made in full.
- 9.12. All sums payable to Amdaris under this agreement:
 - 9.12.1. are exclusive of VAT, and the Client will in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 9.12.2. will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

- 10.1. The Client retains all Intellectual Property Rights in Client Materials, including such Client Materials contained in the Deliverables. In relation to the Client Materials, the Client grants to Amdaris a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this agreement for the purpose of providing the Works to the Client.
- 10.2. In relation to the Deliverables provided to the Client in connection with the Extended Team Service:
 - 10.2.1 Amdaris assigns to the Client all existing and future Intellectual Property Rights in the Deliverables and all materials embodying such rights to the extent permitted by law (and, to the extent that they do not so vest automatically by operation of law or under this agreement, Amdaris holds the legal title in such rights and Inventions on trust for the Client);
 - 10.2.2 Amdaris will ensure that its Personnel waive any moral rights in the Deliverables to which they are now or may at any time in the future be entitled under Chapter IV of the UK Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
 - 10.2.3 at the Client's expense, whether during or after the term of this agreement, Amdaris will execute all documents and do all such things as the Client may, in its opinion, consider necessary or desirable to vest the Intellectual Property Rights in the Deliverables in the Client's name.
- 10.3. In relation to the Deliverables provided to the Client in connection with Works with the exception of the Extended Team Service, except to the extent otherwise explicitly agreed in a specific Work Order:
 - 10.3.1 The Client retains all right, title, and interest to any copyright in any one or more portions of the Deliverables to the extent specifically created for the Client and identified in the applicable Work Order to this Agreement as a work made for hire, except for any Amdaris IP contained therein;



- 10.3.2. Amdaris retains all right, title and interest in all Intellectual Property Rights including, without limitation, those contained within any work of authorship (including computer software), schema, invention, process, device, apparatus, schematic or technical information, report, documentation, workflow, know-how, and best practice, that is invented, created, authored, or reduced to practice by Amdaris, and that is included in the Deliverables or is used by Amdaris to carry out the Works described in and delivered pursuant to this Agreement and/or to the applicable Work Order to this Agreement ("Amdaris IP");
- 10.3.3. Except as set forth herein, Amdaris hereby grants to the Client a worldwide, non-exclusive, non-transferable, royalty-free, perpetual, without the right of sublicense, license to use Amdaris IP that is included in the Deliverables in the course of the Client's internal, business operations, provided that no Amdaris IP may be unbundled or separated from the Deliverable or used on a stand-alone basis. Amdaris reserves the right to revoke the foregoing license for non-payment of required fees under this Agreement or the applicable Work Order to this Agreement.
- 10.4. Third Party Software is subject to the applicable third-party license terms which the Client is bound by. The Client shall be responsible for procuring at its own cost and expense the right to use any Third Party Software.
- 10.5. Amdaris:
 - 10.5.1 warrants that the use of any Deliverables by the Client will not infringe the Intellectual Property Rights of any third party registered within the United States and/or Europe;
 - 10.5.2 will, subject to clauses 10.6 and 13.4.1, indemnify the Client against all direct Losses incurred or paid by the Client arising out of any claim brought against the Client or its Personnel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the receipt of the Works or use or, where appropriate, onward supply of the Works and Deliverables;
 - 10.5.3 will not be in breach of the warranty at clause 10.5.1, and the Client will have no claim under the indemnity at clause 10.5.2 to the extent the infringement arises from:
 - (a) the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Works or any Deliverable;
 - (b) any modification of the Works or any Deliverable, other than by or on behalf of Amdaris;
 - (c) Client continues using the Works or any Deliverable after receiving notice from Amdaris to discontinue use; and
 - (d) compliance with the Client's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions as long as Amdaris notifies the Client if it knows or suspects that compliance with such specification or instruction may result in infringement.
- 10.6 The Client:
 - 10.6.1 warrants that the receipt and use in the performance of this agreement by Amdaris and its Personnel of the Client Materials will not infringe the Intellectual Property Rights of any third party; and
 - 10.6.2 subject to clauses 10.6 and 13.5.1, will indemnify Amdaris against all direct Losses incurred or paid by Amdaris arising out of with any claim brought against Amdaris or its Personnel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the receipt of the Works or use in the performance of this agreement of the Client Materials.
- 10.7 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 10, the Indemnified Party will:
 - 10.7.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.4.2 or clause 10.5.2 (as applicable) (**IPR Claim**);
 - 10.7.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, as long as the Indemnifying Party obtains the Indemnified Party's prior approval of any settlement terms;



- 10.7.3 provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of any costs reasonably incurred by the Indemnified Party's; and
 - 10.7.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, as long as the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.
- 10.8 The Client agrees that Amdaris and its Personnel will be free to use, disclose and employ in the course of Amdaris' business any expertise, know-how, skills, techniques or technical concepts acquired or developed in the course of providing the Works, as long as they were not acquired and are not disclosed in breach of clause 12 (Confidentiality).

11 Data protection

- 11.1 Amdaris and the Client shall comply with applicable Data Protection Legislation. The Client is the data controller of any the Client's personal data processed for the purpose of providing the Works. To the extent that Amdaris processes any such personal data, Amdaris will do so as a data processor on the Client's behalf and in accordance with the Client's documented instructions (and such instructions are to process the Client's personal data as necessary to fulfil Amdaris's obligations as set out in this Agreement and any Work Order). The Client warrants that it has the lawful right and authority to provide personal data to Amdaris in connection with the performance of this Agreement and/or Work Orders and that any personal data provided to Amdaris has been processed in accordance with applicable Data Protection Legislation.
- 11.2. The subject-matter, nature and purpose of the data processing is described in the Data Protection Schedule which may be further specified in a Work Order.
- 11.3 Amdaris shall, in relation to any personal data processed in connection with the performance of the Agreement and/or Work Orders:
 - 11.3.1. process personal data specifically for the performance of this Agreement or any Work Order;
 - 11.3.2. ensure that it has in place appropriate technical and organisational measures designed to protect the personal data as required under Data Protection Legislation;
 - 11.3.3. ensure that all personnel of Amdaris who access personal data do so under obligations of confidentiality; and
 - 11.3.4. provide reasonable assistance following written request to assist the Client to comply with its obligations under Data Protection Legislation, to respond to data subject access requests and data breach notifications.

- 11.4 The Client generally authorises Amdaris to (a) appoint third parties to process personal data (“Sub-processors”) and (b) to transfer the personal data to such third parties including, without limitation, those within Amdaris’s group of companies, including its Affiliates, for the performance of this Agreement. Amdaris and Amdaris’s Affiliates may engage Sub-processors in connection with the performance of this Agreement. Amdaris shall ensure that its Sub-processors enter into contractual obligations for the protection of personal data in accordance with Data Protection Legislation. The Sub-processors currently engaged by Amdaris and authorised by the Client are described at https://www.insight.com/en_US/help/terms-and-policies/sub-processors.html. The Client hereby consents to these Sub-processors, their locations, and processing activities as it pertains to personal data. Amdaris shall: (a) make available an up-to-date list of the Sub-processors it has appointed upon written request from Client; and (b) undertake to notify Client if it adds any new Sub-processors at least ten (10) calendar days prior to allowing such Sub-processor to process Data by submitting a written notification to the email address notified by Client in writing at https://www.insight.com/en_US/help/terms-and-policies/sub-processors.html to Amdaris for this purpose, in which case the Client agrees to subscribe to these notifications in the manner provided by Amdaris. The Client may reasonably object in writing to Amdaris’s appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to achieve resolution, the Client or Amdaris, as its sole and exclusive remedy, may terminate for convenience the specific Works supplied pursuant to this Agreement that rely upon and cannot be provided without the appointment of the new Sub-processor.
- 11.5 The Client authorises Amdaris to transfer and process any personal data outside of the European Economic Area (EEA) or the United Kingdom in order to perform the Agreement, and for Amdaris’s other legitimate interests, provided that Amdaris has taken such measures as are necessary to ensure the transfer is in compliance with the Data Protection Legislation.
- 11.6 The Client agrees to comply with the forgoing obligations to the extent that it processes any personal data of Amdaris personnel.
- 11.7 Notwithstanding any other provision of the Agreement, the Client agrees that Amdaris shall not be considered a data processor or data controller or in any other way have any responsibilities or liability (and the Client holds Amdaris harmless) in respect of the processing of personal data pursuant to a such product or service (including cloud service) provided by a third party supplier transacted by Amdaris and where Amdaris is not the prime supplier of such service. Such processing of personal data shall be subject to the arrangements, license and contract terms entered in to directly between the Client and the third-party product manufacturer, publisher or service provider.

12 Confidentiality

- 12.1 Neither party will, at any time during this agreement and for a period of five (5) years after expiry or termination of this agreement disclose to any person any confidential information concerning the business, affairs, customers, suppliers or market opportunities of the other party or its Affiliates, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to those of its Personnel, Affiliates, professional advisers and (in the case of Amdaris) its subcontractors (**Authorised Representatives**) who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under this agreement. Each party will ensure that its Authorised Representatives to whom it discloses the other party's confidential information comply with this clause 12;



and

12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party will use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13 Limitation of liability

13.1 References to **liability** in this clause 13 include every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2 Nothing in this clause 13 will limit the Client's payment obligations under this agreement.

13.3 Nothing in this agreement excludes or limits any liability which cannot legally be excluded or limited, including liability for:

13.3.1 death or personal injury caused by negligence;

13.3.2 fraud or fraudulent misrepresentation; and

13.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.4 Subject to clause 13.3, each Party's total liability to the to the other for all Losses arising out of breach of this agreement will not exceed the Charges paid by the Client in respect of the Work Order(s) to which such Losses relate during the period of twelve-month period immediately preceding the event giving rise to the liability.

13.5 Subject to clauses 13.2 and 13.3 and to the maximum extent permitted by applicable law, neither party will be liable to the other party for any indirect, special, punitive, incidental or consequential damages, including without limitation:

13.5.1 loss of profits;

13.5.2 loss of sales or business;

13.5.3 loss of data, operational efficiency, use or information;

13.5.4 loss of agreements or contracts;

13.5.5 loss of anticipated savings; or

13.5.6 loss of or damage to goodwill;

arising under this agreement regardless of the form of action or theory of relief, even if advised of the possibility of such damages.

13.6 Unless the Client notifies Amdaris that it intends to make a claim in respect of an event within the notice period, Amdaris will have no liability for that event. The notice period for an event will start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and will expire twelve (12) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14 Insurance

14.1 During this agreement, Amdaris will maintain in force the following insurance policies with reputable insurance companies (**Insurance Policies**):



- 14.1.1 General Liability Insurance. Commercial general liability insurance with limits not less than £1,000,000 each occurrence for bodily injury or property damage and £2,000,000 in the aggregate;
- 14.1.2 Workers Compensation Insurance. Workers Compensation insurance as required by applicable law, including Employer's Liability with limits not less than £1,000,000 each accident.
- 14.2 On the Client's written request, Amdaris will provide the Client with details of cover provided for the Insurance Policies.
- 14.3 Amdaris's liabilities under this agreement will not be treated as released or limited by Amdaris taking out the Insurance Policies.

15 Termination

- 15.1 Either party may terminate this agreement with immediate effect by giving written notice to the other party if:
 - 15.1.1 the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 15.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as if the words "it is proved to the satisfaction of the court" did not appear in that section);
 - 15.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 15.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party;
 - 15.1.6 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 15.1.7 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - 15.1.8 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - 15.1.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.2 to clause 15.1.8 (inclusive); or
 - 15.1.10 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 15.2 Amdaris may terminate this agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
- 15.3 On termination of this agreement:

- 15.3.1 (where terminated for cause) all uncompleted Work Orders will terminate automatically.
- 15.3.2 the Client will immediately pay to Amdaris all of Amdaris's outstanding and undisputed unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, Amdaris may submit an invoice, which will be payable immediately on receipt;
- 15.3.3 Amdaris will on request return any of the Client Materials not used up in the provision of the Works.
- 15.4 Any provision of this agreement that expressly is intended to come into or continue in force on or after termination of this agreement will remain in full force and effect.
- 15.5 Termination or expiry of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16 Dispute resolution

- 16.1 If a dispute arises out of this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties will follow the procedure set out in this clause:
 - 16.1.1 either party will give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Representatives will attempt in good faith to resolve the Dispute;
 - 16.1.2 if the Representatives are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute will be referred to the senior directors or officers of the parties who will attempt in good faith to resolve it; and
 - 16.1.3 if the senior directors or officers of the parties are for any reason unable to resolve the Dispute within fourteen (14) days of it being referred to them:
 - 16.1.4 if the Dispute is of a commercial nature, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (Mediation Notice) to the other party, requesting mediation. A copy of the Mediation Notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the Adjudication Notice; or
 - 16.1.5 if the Dispute is of a technical nature, the parties will refer the Dispute to adjudication in accordance with the Society for Computers & Law (SCL) Adjudication Rules. To initiate the adjudication, a party must serve notice in writing (Adjudication Notice) to the other party, requesting adjudication. A copy of the Adjudication Notice should be sent to SCL. The adjudication will start not later than thirty (30) days after the date of the Adjudication Notice.
- 16.2 Unless the right to issue legal proceedings would be prejudiced by any delay, if any Dispute is referred to mediation or adjudication under clause 16.1.3, no arbitration or litigation proceedings relating to that Dispute may be commenced, in the case of mediation, until the earlier of either party failing to participate or continue participating in the mediation or ninety (90) days after service of the Mediation Notice or, in the case of adjudication, until the adjudicator's decision has been published.
- 16.3 If either party wishes to commence arbitration or litigation proceedings following expiry of the periods set out in clause 16.2, it must do so within six (6) calendar months of the expiry of such period, otherwise any claim will be time-barred.



- 16.4 Nothing in this clause 16 shall be construed as a condition precedent to issuing proceedings in the Courts for non-payment.

17 Non-solicitation and employment

- 17.1 The Client will not, without Amdaris's prior written consent, at any time from the date on which any Works commence to the expiry of twelve (12) months after the completion of such Works, solicit or entice away from Amdaris or employ or attempt to employ any Personnel who are, or have been, employed or engaged by Amdaris in the provision of such Works.
- 17.2 Any consent given by Amdaris under clause 17.1 will be subject to the Client paying to Amdaris a sum equivalent to twenty per cent (20%) of the then-current annual remuneration of such Personnel or, if higher, twenty per cent (20%) of the annual remuneration to be paid by the Client to such Personnel.

18 Notices

- 18.1 Any notice or other communication given to a party under or in connection with this agreement will be in writing and will be:
- 18.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office or principal business address; or
 - 18.1.2 sent by email to the address specified in the Work Order.
- 18.2 Any notice or communication will be deemed to have been received:
- 18.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 18.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
 - 18.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.3 This clause 18 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 General terms

- 19.1 Anti-bribery and anti-corruption: Each party will:
- 19.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 and any codes of practice issued under it (**Relevant Requirements**);
 - 19.1.2 have and will maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - 19.1.3 notify the other party in writing if it becomes aware of any breach of clauses 19.1 or 19.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with this agreement.



- 19.2 Anti-slavery and human trafficking: Each party will:
- 19.2.1 comply with all Applicable Laws relating to anti-slavery and human trafficking including the UK the Modern Slavery Act 2015;
 - 19.2.2 notify the other as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 19.3 Assignment and other dealings: Neither party will assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the other party's prior written consent (such consent not to be unreasonably withheld), except that Amdaris may subcontract the provision of the Works or assign this agreement (including any Service Schedules and/or Work Orders) to its Affiliates where appropriate.
- 19.4 Counterparts: Each Work Order may be executed in any number of counterparts, each of which will constitute a duplicate original, but all the counterparts will together constitute the one agreement. Transmission of an executed counterpart of a Work Order by email (in PDF, JPEG or other agreed format) or by electronic signature will take effect as the transmission of an executed "wet-ink" counterpart of this agreement.
- 19.5 Entire agreement: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements or understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 19.6 Force majeure: Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement (except for the Client's obligation to pay any amounts due to Amdaris) if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this agreement by giving one (1) month's written notice to the affected party.
- 19.7 Governing law: This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement.
- 19.8 Jurisdiction: Subject to clause 16 (Dispute resolution), each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 19.9 No partnership or agency: Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Subject to clause 5 (Provision of Works to Client Affiliates), each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.10 Rights and remedies: The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law. Unless otherwise specified, each term of this agreement will not affect

any other rights or remedies provided under any other term of this agreement.

- 19.11 Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this agreement is deemed deleted under this clause 19.11 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 19.12 Third party rights: Unless it expressly states otherwise, 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.

- 19.13 Variation: Subject to the Change Control Procedure and the terms of the relevant Service Schedule, no variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 19.14 Waiver: A waiver of any right or remedy under this agreement or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law will prevent or restrict the further exercise of that or any other right or remedy.

Definitions Schedule

Affiliate	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party at any time.
Amdaris Materials	all documents, information and materials in any form, whether owned by Amdaris or a third party, which are provided by Amdaris to the Client in connection with the Works, but excluding Deliverables.
Applicable Laws	all applicable laws, statutes and regulations in force at any time.
Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Client Materials	all documents, information and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Amdaris in connection with the Works.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010.
Controller	has the meaning given in Data Protection Legislation.
Change Control Procedure	the procedure set out in clause 8 (Change control).
Data Protection Legislation	means all applicable European data protection legislation including (i) the GDPR; (ii) the United Kingdom Data Protection Act 2018; (iii) any laws which implement any such laws; and (iv) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Deliverables	any output of the Works to be provided by Amdaris to the Client as specified in a Work Order developed by Amdaris specifically for the Client in relation to the Works and excluding any Third Party IPR.
Dispute Resolution Procedure	the procedure set out in clause 16 (Dispute Resolution).
GDPR	means (a) in regard to member states of the European Union, the General Data Protection Regulation ((EU) 2016/679), and any national implementing laws, regulations and secondary legislation, as amended or succeeded from time to time, in the EU and any individual member state, and (b) in regard to the United Kingdom, the General Data Protection Regulation, <u>Regulation (EU) 2016/679</u> , as it forms part of domestic law in the United Kingdom by virtue of <u>section 3</u> of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information



(including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses

all charges, claims, costs, damages, demands, expenses, fines, penalties and other losses or liabilities (including reasonable legal and professional fees).



Normal Business Hours	the period from 9.00am to 5.00pm on any Business Day.
Personnel	in relation to a party, its consultants, contractors, directors, employees, officers, representatives, sub-contractors or other representatives.
Processor, Processing and Process	each have the meaning given in Data Protection Legislation.
Rate Card	the standard rates applicable to Amdaris Personnel as at the date of the relevant Work Order.
Representative	the person appointed by Amdaris and the Client in respect of each Work Order under clauses 6.3 and 7.1 respectively.
Third Party Software	means any and all software code included within the Deliverables which are owned or licensed by a third party, including any opensource scripts or libraries;
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.
Works	the services which are provided by Amdaris under a Work Order, including services which are incidental or ancillary to the Works.

Data Protection Schedule

This Data Protection Schedule may be superseded, modified or supplemented in respect of a particular Service(s) by inclusion of a new schedule within a Work Order.

1. SCOPE AND SUBJECT MATTER OF THE PROCESSING

The subject matter of the processing is set out in the applicable Service Schedule and Work Order and any related individual contract(s) for the supply of Works entered into between Amdaris and the Client, as documented in a Work Order and related documentation.

2. NATURE AND PURPOSE OF PROCESSING

The provision of Works, as further documented in this Agreement and any related individual contract(s) entered into between Amdaris and the Client as documented in a Service Schedule or Work Order and related documentation.

3. DURATION OF THE PROCESSING

For the duration necessary for:

- the Works engagement(s);
- any other purposes stipulated in the Agreement or any applicable Service Schedule or Work Order;
- complying with applicable laws and regulations;
- any other of Amdaris's legitimate interests.

4. TYPES OF PERSONAL DATA

- Contact details including name, email address, postal address, phone number
- [If applicable, describe any other personal data provided by the Client]

5. CATEGORIES OF DATA SUBJECT

- The Client employees
- [If applicable, describe any other category of personal data provided by the Client]