

Master Services Agreement

Summary

This provides a summary of the key terms of the Master Services Agreement (MSA) between the parties set out below. It should not be taken as a substitution for the MSA, and does not override any particular term of the MSA.

This summary is for reference only.

Client:	[<i>INSERT DETAILS OF CLIENT</i>], a company incorporated under the Laws of [<i>insert details</i> (registered number [<i>insert details</i>]), with its registered office at [<i>insert details</i>] (" Client "); and
Service Provider:	RED ANT DIGITAL LIMITED , a company incorporated under the Laws of England and Wales (registered number 03744529), with its registered office at Flat Iron Building, 44-46 Southwark Street, London SE1 1UN (" Red Ant ")
Effective Date:	[INSERT DATE]
Initial Term:	[<i>INSERT INITIAL TERM</i>]

This Master Service Agreement (MSA) is entered into as of **[Date]** between:

- (1) **RED ANT DIGITAL LIMITED (“Red Ant”)** incorporated and registered in England and Wales with company number 03744529 whose registered office is at Flat Iron Building, 44-46 Southwark Street, London SE1 1UN; and
- (2) **[full company name] (“Client”)** incorporated and registered in **[registered country]** with company number **[registered company number]** whose registered office is at **[registered company address]**,

(together, the “parties”).

BACKGROUND

- (1) Red Ant provides platform technology to connect existing technology with innovative solutions, designed to provide a frictionless experience for users, while improving operational performance.
- (2) The Client wishes to utilise this technology within its organisation.
- (3) Red Ant agrees to provide such technology, and associated implementation and other services described herein, to the Client, and the Client agrees to accept the same, on the terms and conditions contained within this MSA and the relevant SOW(s) (hereinafter defined).

IT IS HEREBY AGREED

1. Definitions, Interpretation and Structure of this MSA

- 1.1 The expressions used in this MSA and any SOW shall have the meanings set out in, and this MSA shall be interpreted in accordance with, Schedule 1 (Definitions and Interpretation).
- 1.2 This MSA comprises four sections: General Terms, the Licence, Implementation Services and Ongoing Services (Service Requests and Incident Support).

GENERAL

2. Charges, Invoicing, and Payment

- 2.1 The Charges for the Services are set out in the relevant SOW. The Charges are separated by Implementation Fees, ongoing Licence Fees and the rate card for Service Requests (including ongoing fees for professional services and ad hoc consultancy services required).
- 2.2 Red Ant will issue invoices in accordance with the relevant SOW.
- 2.3 Red Ant shall bill all Charges in GBP Sterling unless otherwise specified in the relevant SOW. Any Charges which are to be billed in a currency other than GBP Sterling will be converted at the exchange rate current as at the date of the relevant invoice.
- 2.4 The Client will pay the invoiced amount within thirty (30) days of receipt of an invoice issued in accordance with this MSA.

- 2.5 All amounts payable by the Client under this MSA are exclusive of any sales, use, excise, VAT and any other like taxes applicable to a location.
- 2.6 The Client will provide Red Ant with any supporting information as the Client reasonably requires to be included in Red Ant's invoices.
- 2.7 If the Client fails to make any payment due to Red Ant under the MSA by the due date for payment, the Client will pay interest on the overdue amount at the rate of 5% per annum above Bank of England's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client will pay the interest together with the overdue amount.
- 2.8 In the event that the final expenditure is more than the agreed Budget (the "**Overspend**"), the Client agrees to reimburse Red Ant for such Overspend in the final instalment of the Charges payable to Red Ant, provided that such Overspend has been pre-approved in writing by the Client.
- 2.9 In relation to payments disputed in good faith, interest under this Clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

3. **Changes**

- 3.1 Any changes to this MSA or a SOW must be agreed in writing between the signatory parties thereto. The form used for such changes shall be as provided in Schedule 2 (a "Change Form").
- 3.2 Unless expressly agreed otherwise in writing between the parties, each party shall bear its own costs and expenses incurred in connection with agreeing or implementing any changes.

4. **Change control**

- 4.1 The Client may, by giving written notice to Red Ant in accordance with the change control management process set out in [Appendix A], request a change to the Services, a Red Ant Platform or the Deliverables.
- 4.2 Within seven Business Days of receipt of such notice, Red Ant will, at its rates then in force, prepare for the Client a written quote for any increase or decrease in the Charges, such written quote also to set out the effect that the requested change would have on the Completion Date.
- 4.3 The Client will, in its sole discretion within a reasonable time, accept or decline Red Ant's quote issued under Clause 4.2. Nothing in the MSA is intended to have the effect that a quote issued by Red Ant is binding on either Red Ant or the Client prior to the Client's express written acceptance of such a quote.

5. **Warranties**

5.1 Without prejudice to any rights or remedies of the Client under the MSA or at law, any errors, flaws, mistakes, failures or faults reported in accordance with the procedures set out in the Governance and Change Management in [Appendix A], and in relation to the Client's customisations only, will be remedied without charge to the Client provided that the faults:

- (A) are reported to Red Ant within the bug fixing period of thirty (30) days post acceptance pursuant to Clause 18 above (unless agreed between the parties); and
- (B) are not caused by the Client or representatives of the Client acting otherwise than in accordance with the terms of the MSA; and
- (C) do not arise as a result of the occurrence of a Force Majeure Event.

For the avoidance of doubt, Red Ant shall be entitled to separately charge the Client for such rectifications as are required to be expedited beyond Red Ant's standard response times.

Red Ant uses reasonable endeavours to adhere to the following response times for bug fixes:

- (1) bugs specific to the Client are prioritised on an 'as soon as possible' basis dependent upon severity and impact scores (Appendix A); and
- (2) in relation to bugs that are contained within the core platform of the Red Ant Technology, the Client may choose, at its option, one of the following (by informing Red Ant):
 - (a) wait for such issue to be rectified under Clause 5.2;
 - (b) Red Ant will rectify the issue as part of its roadmap for repairs; or
 - (c) the Client may pay an additional fee to expedite the repair, such fee to be quoted by Red Ant upon request.

5.2 Any issues regarding the Red Ant Technology, such that would impact customers of Red Ant as a whole, will be dealt with by way of new releases, and not under Clause 5.1.

5.3 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform its obligations under the MSA and that those signing the MSA are duly authorised to bind the party for whom they sign.

6. **Data and IT Security**

6.1 In supplying the Services, Red Ant shall ensure that it has in place and maintains IT security and data security measures in accordance with Good Industry Practice.

6.2 Red Ant shall notify the Client without undue delay, and in any event within 24 hours, of becoming aware of any breach or suspected security breach involving Client Confidential Information

7. **Data Protection**

- 7.1 Unless otherwise stated in a SOW, subject to Clause 7.2, the parties agree that the Client is the “Data Controller” and Red Ant is the “Data Processor”.
- 7.2 Neither party shall do, nor cause or permit to be done, anything which may result in a breach of the Data Protection Legislation by the other party.
- 7.3 Without limiting Clause 7.2, Red Ant agrees that in respect of any Personal Data, Red Ant shall:
- (A) only process the Personal Data on behalf of the Client as necessary for the purposes of the Services and in processing Personal Data shall act only in accordance with the written instructions of the Client. In the event that a legal requirement prevents Red Ant from complying with such written instructions (a “Conflicting Requirement”), Red Ant shall, unless such Conflicting Requirement prohibits it from doing so promptly inform the Client of the relevant Conflicting Requirement, before carrying out the processing activities;
 - (B) implement all appropriate technical and organisational measures against unauthorised and unlawful processing and against accidental loss or destruction of, or damage to, the Personal Data;
 - (C) ensure that only those Red Ant Personnel that need to have access to Personal Data are given access to the extent necessary to provide the Services and only after the relevant Red Ant Personnel have been informed by Red Ant of the confidential nature of the Personal Data and such Red Ant Personnel agree in writing to be bound by a duty of confidentiality and comply with the obligations set out in this Clause 7 (Data Protection) (and Red Ant shall ensure compliance by Red Ant Personnel with such obligations);
 - (D) not publish, disclose or divulge (and ensure that Red Ant Personnel do not publish, disclose or divulge) any Personal Data to any Third Party, nor allow any Third Party to process Personal Data on Red Ant’s behalf, unless the Client has given its prior written consent. If Red Ant allows a Third Party to process the Personal Data Red Ant shall ensure that the Third Party is bound by the same data protection obligations that Red Ant is subject to under this Clause 7 (Data Protection);
 - (E) only transfer, or otherwise permit access to, Personal Data outside the United Kingdom and/or European Economic Area with the Client’s express prior written consent. Where that permission is given it will be conditional on any export being based on an EU Commission decision of adequacy or done on the terms of a binding agreement incorporating the EU Standard Data Protection Clauses adopted by the EU Commission on the transfer of personal data from data controller to data processor entered into between the Client and Red Ant. The parties agree to accept any modifications to such standard clauses which are necessary to comply with Laws applicable to such data transfer. Where Personal Data is exported outside the EEA and/or the UK in connection with this MSA, Red Ant shall ensure that such Personal Data is not processed in any other manner than Red Ant is permitted to process it under the terms of this MSA;

- (F) notify the Client of any complaint or request made in relation to Data Subject rights without undue delay (a "Data Subject Request") and provide the Client with full co-operation and assistance;
- (G) if there is a Personal Data Breach, or if Red Ant identifies any imminent risk of a Personal Data Breach, it shall notify the Client within 24 hours and take all steps to mitigate or avoid such Personal Data Breach;
- (H) provide reasonable assistance to the Client with the carrying out of any data privacy impact assessments and to otherwise meet its applicable obligations under Data Protection Legislation including its obligations under Articles 32 to 36 of GDPR;
- (I) upon expiry or termination of this MSA for any reason or when requested in writing so to do:
 - (1) redeliver all records of the Client Confidential Information (or the relevant part thereof) to the Client within fourteen (14) days; and/or
 - (2) if so requested by the Client, irretrievably delete the Personal Data (or the relevant part thereof), including any copies thereof, instead of delivering that Personal Data to the Client (except to the extent that Red Ant is required by Law to retain copies of the Personal Data).

8. **Limitation of liability**

- 8.1 Neither party will in any circumstances be liable for any, indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, goodwill, use or data.
- 8.2 Other than as restricted by law, a party's total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the MSA shall in all circumstances be limited to the Charges payable under the [SOW to which the liability relates in the twelve months preceding the date on which the claim arose.] .
- 8.3 Neither party excludes or limits its liability to the other party for any matter for which it would be unlawful for the parties to exclude liability.

9. **Red Ant Personnel**

- 9.1 Red Ant undertakes that its Personnel, while on any premises of the Client, will comply with all reasonable and relevant rules and regulations laid down by the Client from time to time for the behaviour of its own Personnel. Red Ant will, at the Client's request, remove any Personnel whom the Client informs Red Ant has failed to materially comply with such rules and regulations.
- 9.2 Notwithstanding the foregoing, Red Ant Personnel should at all times comply to the Client's reasonable code of conduct as updated and notified to Red Ant from time to time.

- 9.3 Red Ant alone will be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of any of Red Ant's Personnel engaged in the provision of the Services. Red Ant assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Client.

10. **Non-solicitation**

- 10.1 During the term of the MSA and for a period of one (1) year after the termination of the MSA, each party agrees that it shall not directly or indirectly induce any employee of the other party to leave the employment of such other party, or hire any such employee in any business or capacity.

11. **Insurance Policies**

- 11.1 Red Ant, at its own expense, will during the Term take out and maintain in full force and effect such insurance as is required by law.

12. **Termination of MSA**

- 12.1 [Subject to clause 12.2 below,] This MSA shall enter into force on the Effective Date and, unless terminated earlier in accordance with any other provision of this MSA or by operation of Law, will continue for the Initial Term, as detailed within the relevant SOW. Thereafter, this MSA will automatically continue on the same terms and conditions for subsequent one (1) year terms ("Renewal Periods"), unless either party provides written notice of its intent not to renew to the other party no less than sixty (60) days prior to the end of the then-current term (the Initial Term and Renewal Periods together constituting the "Term").
- 12.2 [Either party may terminate this MSA at any time after the [first anniversary of the Effective Date] on giving the party no less than three (3) months' prior written notice.]
- 12.3 In the event of a renewal of this MSA, the terms and conditions (including all relevant commercial terms) in place immediately prior to the date of renewal shall remain the same unless otherwise agreed between the parties in writing.
- 12.4 This MSA and/or any outstanding SOW may be terminated by either party:
- (A) with immediate effect by notice to the other party if that party is subject to an Insolvency Event;
 - (B) with immediate effect by notice to the other party if that party commits a material breach of the MSA which:
 - (1) is not, in the reasonable opinion of the party giving the notice of termination, capable of remedy; or
 - (2) if capable of remedy, is not remedied within thirty (30) days of service of notice by the party not in breach of requiring such remedy, to the reasonable satisfaction of that party.
- 12.5 Termination of the MSA and/or any SOW will be without prejudice to any accrued rights of either Red Ant or the Client and will not affect any warranties, indemnities, obligations

regarding confidentiality and other obligations which are expressed not to be affected by expiry or termination thereof.

13. Consequences of Termination

- 13.1 Expiry or termination of this MSA or any SOW for whatever reason shall not affect or prejudice the obligations and rights of the parties which have accrued in accordance with this Clause or otherwise have accrued due on or before or arising out of termination or expiry, including the right to claim damages in respect of any breach of this MSA which existed at or before the date of termination;
- 13.2 On termination or expiry of this MSA or any SOW, Red Ant may invoice the Client, and the Client will pay any such invoice for all Services provided up to and including the date of termination or expiry.
- 13.3 On termination or expiry of the MSA, all rights granted by Red Ant to use the Services will immediately cease.
- 13.4 Any provision of the MSA which expressly or by implication is intended to come into or continue in force on or after termination of the MSA will remain in full force and effect.
- 13.5 Subject to expiry or termination of this MSA for any reason, each party will return to the other (or destroy) the relevant Confidential Information of the other party save to the extent such Confidential Information needs to be retained for the purpose of complying with any applicable Laws or a party's internal document retention policy or automated electronic back-up systems (in which case any Confidential Information so retained shall continue to be held subject to the confidentiality obligations in Clause 14).

14. **Confidentiality**

- 14.1 Neither Red Ant nor the Client shall directly and/or indirectly use and/or disclose the other party's Confidential Information except in the proper performance of the MSA.
- 14.2 The obligations of confidentiality and non-use set out above shall continue indefinitely except they shall not apply to Confidential Information:
 - (A) which the receiving party proves was already in its possession and at its free disposal prior to disclosure by the disclosing party;
 - (B) which the receiving party proves was developed by it without reference to any of the disclosing party's Confidential Information;
 - (C) which is, after the date of the Agreement, disclosed to the receiving party without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;
 - (D) which is or becomes generally available to the public through no default and/or omission on the receiving party's part; or
 - (E) to the extent it is required to be disclosed by law and/or the rules of any recognised stock exchange and/or regulatory authority on condition that the receiving party gives the disclosing party as much advance notice of such disclosure as possible.

- 14.3 Red Ant will not advertise the Client's engagement or Deliverables without the Client's prior consent however, the Client agrees to provide or approve press releases, case studies or references, such consent not to be unreasonably withheld.

THE LICENCE

15. Licence to Use the Red Ant Platform

- 15.1 The Intellectual Property Rights in the Client Specific Project Deliverables shall, upon full payment of the Charges being received by Red Ant, be assigned to the ownership of the Client and shall be used under licence until such payment has been made.
- 15.2 Red Ant shall retain full ownership of the Red Ant Technology and wider Materials. Red Ant hereby grants to the Client a non-exclusive, non-transferrable, royalty-free licence to access and use the Red Ant Technology and wider Materials in accordance with this MSA for the duration of the term as set out in the relevant SOW (the "**Term**"). The Client may not use the Red Ant Technology and wider Materials for any other purpose than to receive the benefit of the Services without Red Ant's prior written consent or past the end of the Term, and the Client acknowledges that additional fees may be payable on any change of use or extension to the Term, as approved by Red Ant.
- 15.3 To the extent that the Client wishes to purchase usage or to further licence all or some of the Red Ant Technology and wider Materials, Red Ant agrees to negotiate in good faith for the Client to acquire such rights at market value.
- 15.4 All Intellectual Property Rights and all other rights in the Content will be owned by the Client.
- 15.5 Nothing in this MSA or any SOW shall prevent Red Ant from using any techniques, ideas or know-how gained during the performance of the Services in the course of its normal business, to the extent that it does not result in a disclosure of the Client's Confidential Information or an infringement of any Client IPR.
- 15.6 The Client is responsible for End Users' use of its Content and the Services. The Client will use its reasonable endeavours to ensure that all End Users comply with its obligations under the MSA and that the terms of the agreement with each End User are consistent with the MSA. If the Client becomes aware of any violation of its obligations under the MSA by an End User, the Client will immediately terminate such End User's access to its Content and the Services.
- 15.7 The Client is responsible for providing any customer service to End Users. Red Ant shall not provide any support or services to End Users unless agreed separately between Red Ant and the Client.

16. Temporary suspension

- 16.1 Red Ant reserves the right to temporarily suspend access to the Licence upon fourteen (14) days' written notice if:
- (A) the Client's End Users are in breach of the MSA and the Client fails to remedy such breach within 10 working days of having been notified of such breach; or

- (B) payment from the Client is overdue in respect of any of the Services rendered (including the Licence Fee).

16.2 Red Ant reserves the right to temporarily suspend access to the Licence immediately after notifying the Client if the Content:

- (A) is adversely impacting the operation of the Services;
- (B) is fraudulent; or
- (C) causes any security risk to the Services.

17. **Intellectual Property Rights Indemnity**

17.1 Red Ant will indemnify, and hold harmless the Client from and against all direct Losses incurred or suffered by them arising from, in connection with, or otherwise relating to any infringement of, or allegation or claim of infringement made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of any breach by Red Ant of its obligations under the terms of the MSA. Any such claim shall be limited to Red Ant's professional indemnity insurance coverage.

17.2 If any Third Party makes a claim referred to in Clause 17.1, or notifies an intention to make a claim, against the Client, the Client will:

- (A) as soon as reasonably practicable give written notice of the claim to Red Ant, specifying the nature of the claim in reasonable detail;
- (B) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Red Ant (such consent not to be unreasonably conditioned, withheld or delayed);
- (C) give Red Ant and its professional advisors access at reasonable times (on reasonable prior written notice) to its premises and its officers, directors, employees, agents, representatives or advisors, and to any relevant assets, accounts, documents and records within the power or control of the client, so as to enable Red Ant and its professional advisors to examine them and to take copies (at Red Ant's expense) for the purpose of assessing the claim; and
- (D) subject to Red Ant providing security to the Client to the Client's reasonable satisfaction, against any claim, liability, costs, expenses, damages or losses that may be incurred, take such action as Red Ant may reasonably request to avoid, dispute, compromise or defend the claim.

17.3 Red Ant will not in any circumstances be liable for any claim that results from:

- (A) the Client's use of the Services other than in accordance with the MSA; or
- (B) the Content.

IMPLEMENTATION SERVICES

18. **Implementation Services**

- 18.1 Red Ant shall perform the Implementation Services in accordance with the timetable set out in Clause 19 and the relevant SOW, in respect of developing the Red Ant Platform for the Client.
- 18.2 Once the Red Ant Platform has been provided by Red Ant to the Client, Red Ant shall give the Client at least twenty four (24) hours' notice of the start of any internal acceptance tests and shall permit the client to observe all or any parts of the testing and to carry out such testing of its own as the Client may wish to undertake.
- 18.3 If any Red Ant Platform fails to pass the internal acceptance tests, Red Ant shall remedy the Defects and deficiencies, and the relevant test(s) shall be repeated within twenty four (24) hours.
- 18.4 To the extent that the repetition of the relevant tests reveals that further remedial time is necessary to remedy any defects and deficiencies, Red Ant shall do so within a reasonable period, not to exceed ten (10) Business Days.
- 18.5 Upon completion of the internal acceptance tests of the Red Ant Platform(s) in accordance with Clauses 18.2 to 18.4, Red Ant will notify the Client of the required steps for final acceptance testing by the Client (the acceptance criteria for such final acceptance tests to be mutually agreed in writing between the parties).
- 18.6 The Client shall carry out the agreed final acceptance tests for the Red Ant Platform as detailed the relevant SOW. If any element of a Red Ant Platform fails to pass the final acceptance tests, the Client will, within ten (10) Business Days from the completion of the final acceptance tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). Red Ant will remedy the defects and deficiencies and the relevant test(s) shall be repeated in line with the MSA.
- 18.7 If any element of any Red Ant Platform fails to pass any repeated final approval tests by the agreed longstop date in the Timetable and Delivery Dates for that Red Ant Platform or within ten (10) Business Days from the date of its second submission to the final acceptance tests, then the Client may, by written notice to Red Ant, choose at its sole discretion:
- (A) to fix (without prejudice to the Client other rights and remedies) a new date for carrying out further tests on the module of that Red Ant Platform on the same terms and conditions. If that module fails such further tests then the Client may request a repeat test or to proceed under Clause 18.7(b) or 18.7(c);
 - (B) to accept that Red Ant Platform subject to such change of test criteria, amendment of the Proposal and/or reduction in the Charges as, after taking into account all the relevant circumstances, if reasonable; or
 - (C) if Red Ant is unable to correct defects within the longstop date specified in the Timetable and Delivery Dates, to reject that Red Ant Platform as not conforming with the Agreement, in which event the Client may, at the Client's discretion, terminate the MSA and relevant SOW in accordance with Clause 12. In this event the Client will retain the Intellectual Property Rights in all Client Specific Project Deliverables for which Charges have been fully paid in accordance with the MSA.

- 18.8 Acceptance of a Red Ant Platform shall be deemed to have occurred on the signing by the Client of an acceptance certificate for that Red Ant Platform following successful completion of the final acceptance tests under this Clause 18.
- 18.9 The Client acknowledges that they are responsible for ensuring that all registrations and formalities are complied with in relation to Client statutory rights and obligations in relation to the generated content and Services, including, without limitation, registration of trade marks and registration as a data controller under GDPR in respect of personal data processed in the operation of the Red Ant Platform unless specified in the scope of work.

19. **Timetable and Delivery Dates**

- 19.1 Subject to Clause 19.2, Red Ant will complete the Services in accordance with the Timetable and Delivery Dates.
- 19.2 Red Ant will be given an extension of time for any stage as set out in the Timetable and Delivery Dates if any of the following events occurs:
- (A) an amendment to the applicable Red Ant Platform is made at the Client's request;
 - (B) a Force Majeure Event occurs ;
 - (C) the Content or approvals are delivered late, provided that Red Ant can reasonably demonstrate that such late delivery has impacted on the Timetable and Delivery Dates; or
 - (D) to the extent that a delay is caused by a direct action or omission of the Client or its Personnel (provided that Red Ant has advised the Client in writing that such action or omission is, in the reasonable opinion of Red Ant, likely to result in such delay).
- 19.3 If Red Ant is entitled to an extension of time under Clause 19.2, Red Ant will give written notice to the Client no later than seven (7) days after the beginning of the specific event in Clause 19.2, specifying the event in Clause 19.2 relied on and, in the case of a Force Majeure Event under Clause 28, will estimate the probable extent of the delay.
- 19.4 Red Ant and the Client will use their best endeavours to agree a reasonable extension of time (in the circumstances) to the Timetable and Delivery Dates. The Timetable and Delivery Dates will be deemed revised accordingly and confirmed in writing and Red Ant will perform the Services in accordance with the agreed revised Timetable and Delivery Dates.
- 19.5 Without prejudice to any right or remedy that the Client may have under this MSA or at law, should Red Ant fail to provide the Red Ant Platform by the applicable Completion Date, Red Ant and the Client shall negotiate in good faith to agree a new completion date by which Red Ant is required to provide the Red Ant Platform.

20. **Content**

- 20.1 The Client is solely responsible for the development, content, maintenance and operation of the Content. The Content is required by Red Ant in order to provide the Implementation Services. This includes (but is not limited to):

- (A) compliance with Red Ant's acceptable use policy as notified to the Client;
 - (B) ensuring that the Content does not infringe any applicable Laws in England and Wales and the host country;
 - (C) ensuring the Content does not infringe any Intellectual Property Rights of a third party;
 - (D) technical operation of the Content, including adaptation to ensure that the Content is current with any then-current APIs for the Services; and
 - (E) any claims related to the Content.
- 20.2 The Client confirms that the Content is not obscene, blasphemous or defamatory and will not infringe any applicable Laws.
- 20.3 The Client acknowledges that each Red Ant Platform may be viewed in many countries with customs and taboos different from those of the Client's country of incorporation. The Client will advise Red Ant if they become aware that any image or word contained in Content supplied to Red Ant by the Client for inclusion in a Red Ant Platform is likely to cause offence.
- 20.4 The Client warrants that it owns all Intellectual Property Rights in the Content, or that the Client has obtained any and all necessary permissions, authorisations, licences or consents for Red Ant to use the Content to deliver the relevant Red Ant Platform.
- 20.5 The Client warrants that any specification, designs, images or other characteristics contained in the Content delivered by the Client to Red Ant in respect of a Red Ant Platform will be accurate in all material respects. The Client acknowledges that late delivery of the Content to Red Ant may result in the late delivery of a Red Ant Platform, and subsequently impact on the Timetable and Delivery Dates.

21. **Client Indemnity**

The Client will indemnify, and hold harmless Red Ant from and against all direct Losses suffered or incurred by Red Ant arising out of or in connection with any claim made against Red Ant for actual or alleged infringement of a Third Party's Intellectual Property Rights arising out of or in connection with the Content.

22. **Rejection from App Store**

- 22.1 This Clause will only apply if the Services include submission of the Red Ant Platform to a commercial App Store.
- 22.2 Red Ant will conduct a risk assessment based on the chosen App Store provider's published guidelines, available shared knowledge and Red Ant's general experience, and will highlight to the Client any areas, in Red Ant's reasonable opinion, are likely to be a risk to the approval of a Red Ant Platform to the App Store.
- 22.3 Red Ant will provide the result of such risk assessment ("Risk Assessment Report") to the Client for sign-off as part of the Red Ant Platform's development.

22.4 In the event that the App Store provider rejects the submission of a Red Ant Platform and the reason for such rejection is:

- (A) any Content (where Red Ant has in the Risk Assessment Report that the inclusion of such Content is likely to result in the Red Ant Platform being rejected from the App Store), Red Ant will undertake such work in accordance with the Client's reasonable instructions and in the timescale agreed between the parties as required to amend the Red Ant Platform to ensure that it is accepted onto the App Store by the date requested by the Client ("Corrective Services") at the Agreed Rates; or
- (B) for any other reasonable reason, Red Ant shall provide the Corrective Services at no additional cost to the Client.

23. **Red Ant Warranties**

23.1 Red Ant warrants:

- (A) the Red Ant Platform does not infringe any third party's Intellectual Property Rights;
- (B) the Red Ant Platform does not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (C) the Red Ant Technology and wider Materials are proprietary to Red Ant;
- (D) Red Ant has the right to license the Third Party Software to the Client; and
- (E) it has the right to assign without encumbrance all Intellectual Property Rights in the Client Specific Project Deliverables to the Client; and
- (F) the Client will receive good and valid title to all Client Specific Project Deliverables in connection with the Red Ant Platform, free and clear of all encumbrances and liens of any kind, upon full payment of the Charges.

23.2 The Client acknowledges that, notwithstanding Red Ant's reasonable endeavours, it is possible that the Red Ant Platform may not be completely free of errors, flaws, mistakes, failures or faults that prevent the Red Ant Platform from performing as intended.

ONGOING SERVICES

24. **Service Requests and Incident Support**

24.1 In order to provide ongoing consultancy request services from Red Ant, the Client requires a Service Request allowance, the scope of which services and allowance are set out in Appendix B, (the "**Service Requests**").

24.2 For the avoidance of doubt, Service Requests will be specific to the Client's requirements, are separate to the maintenance of Red Ant's core code, Incident Support and are required in order to continue to make use of the Licence.

- 24.3 Red Ant shall provide ongoing incident support in respect of any significant issues with the Red Ant Platform, the scope of which is set out in Appendix C (the “**Incident Support**”).

25. **Red Ant’s Obligations in relation to Service Requests and Incident Support**

- 25.1 Red Ant shall provide the Service Requests to the Client in accordance with Appendix B and Good Industry Practice.
- 25.2 Red Ant shall provide the Incident Support to the Client in accordance with Appendix C and Good Industry Practice.
- 25.3 In providing the Service Requests and Incident Support, Red Ant shall ensure that it will (and shall procure that Red Ant Personnel will):
- (A) comply with (and not cause or lead the Client to be in breach of) applicable Laws;
 - (B) obtain, maintain and comply with all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations in respect of the Services; and
 - (C) use appropriately skilled and trained Red Ant Personnel.
- 25.4 In performing the Service Requests and/or Incident Support, Red Ant shall (and shall procure that Red Ant Personnel will) respond promptly and comply with any reasonable requests made by the Client.
- 25.5 In the event that the Service Requests and/or Incident Support are not provided in accordance with Clause 25.3 above, the Client may (acting reasonably and notwithstanding any other rights or remedies available to it), require Red Ant to:
- (A) re-perform any non-conforming Service Requests or Incident Support (as appropriate) within a reasonable time at Red Ant’s own expense; and
 - (B) perform a root cause analysis and inform the Client of the results and measures taken to prevent future similar failures.

26. **Client’s Obligations in relation to Service Requests and Incident Support**

- 26.1 The Client shall:
- (A) comply with the terms set out in Appendix B in respect of the Service Requests;
 - (B) comply with the terms of Appendix C in respect of the Incident Support;
 - (C) provide Red Ant with relevant information as is reasonably requested and as the Client believes is reasonably required to enable Red Ant to provide the Service Requests or Incident Support (as appropriate);
 - (D) make Client Personnel available to Red Ant as the Client believes is reasonably required to enable Red Ant to provide the Service Requests or Incident Support (as appropriate);

- (E) provide responses and approvals in a timely manner and as required to enable Red Ant to meet the agreed milestones; and
- (F) subject to Red Ant's compliance with the Client's normal security requirements, provide Red Ant, Red Ant Personnel and all other persons duly authorised by Red Ant with such access to the Client's premises, systems and facilities as may reasonably be required for the purpose of performing the Service Requests or Incident Support (as appropriate), such access, except in the case of emergency or agreed out-of-hours downtime, to be within the Client's normal business hours, provided that system access shall be direct or remote, at the Client's option, and that, in the latter case, such access will be subject to Red Ant's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by Red Ant.

The Client is responsible for properly configuring and using the Service Requests and Incident Support and taking steps to maintain appropriate security, protection and backup of its Content. Credentials to access the Service Requests and or Incident Support are for the Client's internal use only and the Client may not sell, transfer or sublicense them to any other entity or person, except that the Client may disclose its credentials to its agents, Affiliates and subcontractors performing work on the Client's behalf.

27. **Third party beneficiaries**

No one other than a party to the MSA, their successors and permitted assignees, will have any right to enforce any of the terms of the MSA.

28. **Force majeure**

Neither party is liable to the other as a result of any delay or failure in the performance of its obligations under this MSA and/or any SOW if and to the extent that such delay or failure is caused by a Force Majeure Event. Each party whose performance of any obligations under this MSA and/or SOW is affected by a Force Majeure Event shall: (A) promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event; use its reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event; and (B) continue to perform its obligations under this MSA and/or SOW to the extent possible during the period of the Force Majeure Event. If a Force Majeure Event prevents Red Ant from performing any of its obligations for more than 30 (thirty) days, the Client may terminate this MSA or the affected SOW immediately by notice to Red Ant.

29. **Entire agreement**

This MSA, any SOW and any Change Form, together with any documents referred to in them, constitute the whole agreement between the parties relating to their subject matter and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter. No variation of this MSA shall be effective unless made in writing and signed by each of the parties.

30. **Waiver**

No waiver of any breach of this MSA will be held to be a waiver of any other or subsequent breach.

31. **Assignment & subcontracting**

- 31.1 Neither party may assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights and obligations under the MSA without the prior written consent of the other party. Such consent shall not be unreasonably withheld, delayed or conditioned.
- 31.2 Red Ant shall remain primarily liable to Client for the performance of the Services, even if the Services are performed by a subcontractor; in such cases, Red Ant shall indemnify and keep the Client harmless from and against all such losses, damages and claims. Red Ant's use of subcontractors shall only be permissible with the prior written consent of the Client.

32. **Further assurance**

- 32.1 At any time after the date hereof each of the parties shall, at the request and cost of another party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this MSA (subject to any express restrictions in this MSA on the extent of obligations under this MSA).

33. **Invalidity**

- 33.1 If any provision of this MSA is held by any court or competent authority to be illegal, void, invalid or unenforceable under the Laws of any jurisdiction, the legality, validity and enforceability of the remainder of this MSA in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this MSA in any other jurisdiction shall not be affected. In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.

34. **Counterparts**

This MSA may be executed in any number of counterparts, which shall together constitute one MSA. Any party may enter into this MSA by signing any such counterpart.

35. **Notices**

- 35.1 Any notices or other communication given to a party under or in connection with the MSA and/or SOW shall be in writing, and shall be delivered by courier or sent by email to the other party's project leader as set out in the relevant SOW.
- 35.2 Any notices or communication will be deemed to have been received:
 - (A) on signature of a delivery receipt if delivered by courier; or
 - (B) by 9.00am on the next Business Day after transmission if sent by email.

35.3 This shall not apply to the service of legal proceedings.

36. **Relationship of the parties**

Nothing in this MSA shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall they constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

37. **Governing Law & Jurisdiction**

This MSA and all SOWs are governed by, construed and enforced in accordance with the Laws of England and Wales. The Parties each hereby consent to the exclusive jurisdiction of, and venue in, the English courts. Each party hereby waives any objection to the laying of venue in such courts and waives the defences of *forum non conveniens*, lack of personal jurisdiction and/or improper venue.

This Master Services Agreement is agreed by the parties on the dates stated below:

Red Ant Digital Limited

[Client Name]

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1 DEFINITIONS AND INTERPRETATION

This Schedule 1 (Definitions and Interpretation) is a part of the MSA. Capitalised terms used but not defined in this Schedule 1 shall have the meaning ascribed to them in the remainder of the MSA. All defined terms include the plural as well as the singular.

“Affiliate” means in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with, either party;

“App Store” means an online or remote-accessed location where Applications and the Red Ant Platform will be made available for downloading;

“Application” means a computer programme specifically designed to perform a group of coordinated functions, tasks or activities;

“Budget” means **the budget as set out in the relevant SOW**;

“Business Day” means a normal working day upon which banks are open in the country in which notice is served, not including, for the avoidance of doubt, any public or statutory holidays in that country;

“Charges” means the amounts payable by the Client to Red Ant for the provision of Services in accordance with Clause 14 (Invoicing and Payment) and the relevant SOW as may be adjusted from time to time as agreed in writing between the parties, and including the Licence Fee, the Implementation Fees and the Service Requests Fees;

“Client Specific Project Deliverables” means the bespoke content (including its layout, look and feel, style, custom nodes), business data and all bespoke software programs developed by Red Ant specifically for the Client;

“Completion Date” means the completion date of a service as defined in the relevant SOW;

“Confidential Information” means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party’s and/or any of its Affiliate’s business, equipment, services, developments, trade secrets, know-how, personnel, service providers and customers (whether or not designated as “confidential information” by the disclosing party) together with all information derived from the above, the existence and terms of this MSA and all information designated as confidential or which ought reasonably to be considered confidential;

“Content” means any materials and assets supplied by the Client for use in the operation of the Services;

“Data Controller” has the meaning set out for that term in the Data Protection Legislation (or the meaning of a functionally-equivalent term under the applicable Data Protection Legislation);

“Data Processor” has the meaning set out for that term in the Data Protection Legislation (or the meaning of a functionally-equivalent term under the applicable Data Protection Legislation);

“Data Protection Legislation” means all applicable data protection and/or privacy Laws, regulations, rules, and requirements (federal, state, local, and international laws, rules and regulations, and governmental requirements) concerning the treatment (including the receipt or processing, access, and/or transfer) of Personal Data, including: (i) Laws of any country from which such Personal Data originated or to which it is transmitted, and (ii) Laws that relate to the security and protection of Personal Data, data privacy, trans-

border data flow or data protection, in each case of (i) and (ii) together with any amendments, supplements, and replacements to such Laws;

“Data Subject” has the meaning set out for that term in the Data Protection Legislation (or the meaning of a functionally-equivalent term under the applicable Data Protection Legislation) or if it is not defined in the Data Protection Legislation means a natural person whose Personal Data is processed by a Data Controller or Data Processor;

“Document” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form including any web page, information portal, “blog”, online content or electronic file;

“Effective Date” means the effective date of this MSA, being the date specified on the front page of this MSA or, in the event that no date is included on the front page of this MSA, the effective date shall be the date that the final party signs this MSA;

“End Users” means **the consumers of the Services, whether human or automated;**

“Executable Code” means computer programs and/or data which can be interpreted and acted upon by a hardware platform/operating system without the need for any external modification;

“Force Majeure Event” means any cause affecting the performance by a party of its obligations under the MSA arising from acts of God, riots, acts of terrorism, governmental acts, war, fire, flood, explosion, civil commotion or strikes, storm or earthquake and any disaster or any other event of similar nature directly caused by circumstances beyond their reasonable control, but excluding any industrial dispute relating to either party’s Personnel or any other failure in either party’s supply chain;

“Good Industry Practice” means, in relation to any undertaking and any circumstances, the exercise of the skill, care, prudence, efficiency, foresight and timeliness which would be expected from a leading company within the relevant industry or business sector;

“Implementation Fees” means the fees associated with the Implementation Services and detailed in the relevant SOW;

“Initial Term” has the meaning given to it in Clause **Error! Reference source not found.;**

“Insolvency Event” shall be deemed to have occurred where a party is unable to pay its debts, or is subject to any petition, order, resolution, judgement or proceeding in connection with its winding up, material divestiture, bankruptcy, insolvency, receivership or administration whether or not voluntary, or any similar event in any competent jurisdiction.

“Intellectual Property” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, trade or business names, copyright (including rights in computer Software) and circuit topography rights, secret formulae and processes, other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, applications for any of the foregoing rights and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and “Intellectual Property Rights” or “IPR” shall be construed accordingly);

"IT Systems" means a party's electronic information systems comprising any one or more of hardware, equipment, Software, peripherals and communications networks owned, controlled, operated and/or used by such party or its Affiliates.

"Infrastructure" means facilities, equipment, systems, and networks, including, data centers, network connectivity, power, equipment, and other tangible infrastructure and equipment intended for the hosting, operation, maintenance, and support of Software and processing, input, output, storage, manipulation, communication, transmission, networking and retrieval of information and data.

"Key Personnel" means the Relationship Manager and any person, or a person occupying a role, specified as "key" in the relevant SOW;

"Laws" means any treaty, legislation, statute, directive, regulation, judgment, decision, decree, order, ordinances, rules, codes, decrees, instrument, by-law, binding guidance or guidelines from a Regulatory Body or any other Law of, or having effect in, any jurisdiction from time to time;

"Licence Fee" means the fees associated with provision of the Licence, and detailed in the relevant SOW;

"Losses" means all losses, liabilities, damages, regulatory fines and penalties, costs, expenses (including management time and legal and other professional fees) and charges arising from or in connection with:

- (A) any act or omission of a party under this MSA;
- (B) any third party actions, proceedings, claims, allegations or demands;

"month" means a calendar month and "monthly" shall be interpreted accordingly;

"Permitted Recipients" has the meaning given in Clause **Error! Reference source not found.** (Confidentiality);

"Permitted Third Parties" has the meaning given at Clause **Error! Reference source not found.** (Third party beneficiaries);

"Personal Data" has the meaning for such term set out in the Data Protection Legislation (or the meaning of a functionally-equivalent term under the applicable Data Protection Legislation) and shall refer in this MSA, to Personal Data about and pertaining to the Client or their customers or service providers or any other individual which is:

- (A) supplied to Red Ant by the Client; or
- (B) processed by Red Ant and/or Red Ant and subcontractor's Personnel in connection with the provision of the Services,

and for the purposes of this definition and Clause 19 (Data Protection), "processing" has the meaning given to that term (or functionally-equivalent term) in the Data Protection Legislation and "process" and "processed" shall have a corresponding meaning;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

"Personnel" means that party's employees, agents, consultants, contractors and Subcontractors, and their employees, agents, consultants, contractors and Subcontractors (as the case may be);

“Product” means any product, goods or hardware as more specifically set out in the relevant SOW;

“Red Ant Platform” means the online retail solution platform provided by Red Ant and known as RetailOS;

“Red Ant Technology and wider Materials” means, with the exception of Client Specific Project Deliverables, all documents, technology, products and materials used and developed by Red Ant or its agents, subcontractors, consultants and employees in relation to the Services and Deliverables, in any form, including but not limited to any use of platform, technology, and materials owned or developed by Red Ant prior to or independently of the MSA or any SOW (for example source code, object code, algorithms, framework, background code, software programs, data, reports and specifications), including the Red Ant Platform;

“Regulatory Bodies” means those government departments and regulatory, statutory and other bodies, entities and committees which, whether under statute, rule, regulation, code of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this MSA and/or the parties to this MSA (as the case may be), including relating to the security of data, personal data and privacy (and “Regulatory Body” shall be interpreted accordingly);

“Renewal Period” has the meaning given to it in Clause 24.1;

“Services” means the Implementation Services, provision of the Licence to the Client and the Service Requests, as detailed in the relevant SOW;

“Service Requests Fees” means the ongoing fees associated with the Service Requests and detailed in the relevant SOW;

“Red Ant” means Red Ant specified on page 1 of this MSA;

“Red Ant IPR” means all Intellectual Property Rights in Red Ant’s (or its licensors’) proprietary Software and in any Software, Documents, products and know-how, in each case which pre-existed this MSA or were developed independently outside the scope of this MSA;

“Red Ant Owned Systems” means all Systems owned by or licensed to Red Ant or Red Ant Personnel used in the provision of the Services, but not including;

“Red Ant Personnel” means all employees, agents, consultants and contractors of Red Ant and/or of any Subcontractor (and where there is a reference to either party’s personnel this shall include (in the case of Red Ant) Red Ant Personnel);

“Software” means software programs and programming, applications, operating systems, utilities and interfaces, databases, application programming interfaces (APIs), and all documentation relating thereto, together with all corrections, improvements, updates, releases and new versions thereof;

“SOW” means Red Ant’s Statement of Work or Programme of Work for ordering Services, which sets out the Services to be provided and all applicable Charges. Unless otherwise specified in a SOW, each SOW will be governed by the terms of this MSA and incorporated herein for all purposes. In the event of any inconsistency between the terms of the SOW and this MSA, the applicable terms of the SOW will prevail.

“Subcontract” means any contract or agreement between Red Ant and any Third Party, whereby that Third Party agrees to provide any equipment, deliverables and/or services used by Red Ant in performance of any obligations under this MSA;

“Subcontractor” means a subcontractor of Red Ant engaged by Red Ant under a Subcontract;

“Systems” means communication systems, computer programs, Software, computer and communications networks, hardware, firmware, servers, devices, cabling and related equipment, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, program listings, narrative descriptions, source code, Executable Code, operating instructions and user manuals, including IT Systems and Infrastructure;

“Term” means the Initial Term and any Renewal Period (or a shorter period if the MSA is terminated early in accordance with the terms of this MSA);

“Third Party” means a person who is not party to this MSA;

“Third Party Rights Legislation” means the United Kingdom’s Contract (Rights of Third Parties) Act 1999 or any other applicable Law granting rights to a person who is not a party to a contract;

“Timetable and Delivery Dates” means the timetable and delivery dates set out in the relevant SOW;

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and legislation supplemental to that Act, TVA or any other system of value added tax deriving from Article 2 of the EC Directive 67/227/EC applied in any member state of the European Union and any other similar turnover, sales or purchase tax or duty levied by any other jurisdiction whether central, regional or local;

Construction of Certain References and Precedence of Terms

1. In this MSA, where the context admits:

- (A) references to, or to any provision of, any Law shall be construed also as references to all other Laws made under the Law referred to, and to all such Laws as amended, re-enacted, consolidated or replaced, or as their application is modified by other Laws from time to time, and whether before or after the date of this MSA;
- (B) references to Clauses, Schedules and Appendices are references to clauses, schedules and appendices of and to this MSA, and references to paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears;
- (C) use of the singular includes the plural and vice versa and use of one gender includes the other gender;
- (D) references to a person include an individual, a body corporate and an unincorporated association of persons;
- (E) references to a party to this MSA and in each case includes successors or assigns (immediate or otherwise) of that party; and
- (F) in this MSA general words introduced or followed by the word “other”, “including” or “in particular” shall not be given restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

2. In this MSA:

- (A) the headings and sub-headings are inserted for convenience only and shall not affect the construction of the MSA; and

(B) each of the schedules shall have effect as if set out in the MSA.

SCHEDULE 2 CHANGE FORM

This Schedule 2 sets out the form that the parties will use where they wish to make a change to the Services, or renew the Services, as envisaged by Clauses 15 and 16 of the MSA.

Where the parties execute this Change Form, it shall be read alongside the MSA, and serve to amend Schedule 2 from the date of signing thereof.

CHANGE FORM

This Change Form (the “**Change Form**”) entered into as of **[Date]** between:

- (1) **RED ANT DIGITAL LIMITED (“Red Ant”)** incorporated and registered in England and Wales with company number 03744529 whose registered office is at Flat Iron Building, 44-46 Southwark Street, London, SE1 1UN; and
 - (2) **[full company name] LIMITED (“Client”)** incorporated and registered in **[registered country]** with company number **[registered company number]** whose registered office is at **[registered company address]**,
- (together, the “**parties**”).

BACKGROUND

- (1) The parties entered into a master services agreement dated **[xxx]** (the “**MSA**”).
- (2) The parties now wish to amend the terms of the MSA as detailed within this Change Form.

IT IS HEREBY AGREED

1. Changes

- 1.1 The parties wish to amend the following terms of the MSA:

[1.1.1 the Term of the MSA shall be extended from the date of signing hereof and shall continue for a period of [xxx] years, at which time the MSA shall continue to automatically renew, and may be thereafter terminated, in accordance with Clause 24 of the MSA]

OR

[1.1.1 [insert details of changes to the Licence or Services]]

2. General

- 2.1 The MSA shall remain in full force and effect except as detailed herein.
- 2.2 This MSA is governed by, construed and enforced in accordance with the Laws of England and Wales. The parties each hereby consent to the exclusive jurisdiction of, and venue in, the English courts. Each party hereby waives any objection to the laying of venue in such courts and waives the defences of forum non conveniens, lack of personal jurisdiction and/or improper venue.

This Change Form is agreed by the parties on the dates stated below:

Red Ant Digital Limited	[Client Name]
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Appendix A

Governance covers the relationship and process between Red Ant and the Client using best practice approaches including quality assurance and change management.

Integrated Team: During the definition phase, key team members from both Red Ant and the Client are brought together to ensure that everyone is active within the project from commencement.

The Red Ant teams are multi-disciplined, multi-layered and typically include the following:

Brand Sponsor: Each client relationship is assigned a Sponsor from the Red Ant Leadership team who acts as the project guardian, consulting with both the Red Ant project team and the internal client team throughout the project to provide guidance and oversight.

Client Director: Manages the client relationship, building and maintaining strong strategic relationships. Liaising with clients regularly (responding to briefs, attending meetings, status reporting, information seeking, managing milestones and approvals), and ensuring high-level strategic alignment between client and Red Ant.

Delivery Manager: Responsible for day to day delivery of product and updates, the interface between Red Ant project team and client project team. Monitoring and reporting on project performance, timelines and budgets.

Product Owner: Works closely with the client to understand key requirements, and then develop these into a clearly, defined scope which can be developed. Scope is defined through development of user stories, acceptance criteria, wireframes and test cases. Present for check-ins throughout the project (Sprint planning, Sprint Demos and Retrospectives) to ensure development aligns with initial goals.

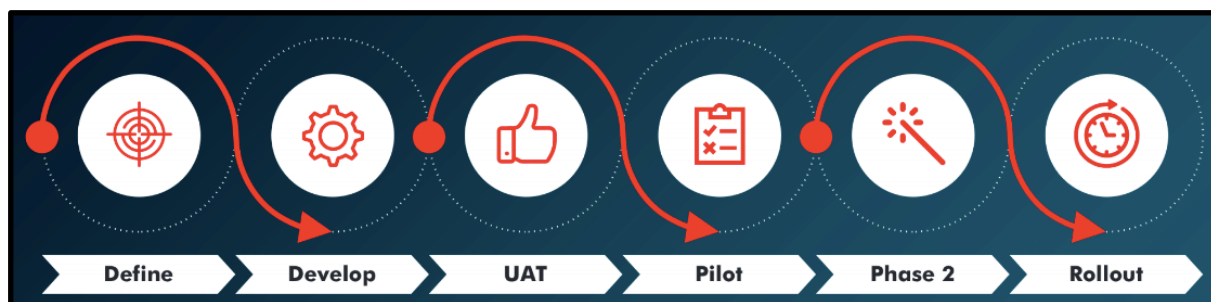
Engineering team: Responsible for ensuring the ongoing technical development, architecture and code quality for all projects, playing a key part in delivering high-quality multi-device, omnichannel solutions.

QA Lead: Works closely with the Engineers, Product Owner and Delivery Manager to ensure the solution meets acceptance criteria outlined via user stories and ensures quality of solution.

Project Process

Red Ant's methodology has been developed to combine the benefits of agile with the practicalities of delivering for clients. Our aim is to develop a collaborative relationship with clients to ensure all team members can work together successfully in partnership. The model allows us to deliver continuous refinement in line with changing client requirements from project initiation through to full roll-out.

There are six key phases to Red Ant's project delivery: definition, development, uat, pilot, phase 2 and roll-out. The timeline and structure of each of these phases can look different, dependent on the client and project type. This will be determined before a project commences.



During the definition phase, all project stakeholders come together across a series of workshops to agree requirements. Following these workshops, the Red Ant team will prepare a collection of tickets (user stories, tasks, improvements) which detail the requirements ready for development.

The tickets are then estimated using story points ranging from XS (2) to XL (100) and organised into proposed sprints (typically 2-weekly) within a GANTT chart. The GANTT chart will include key expected milestones across the project and dependencies due before each stage.

At the beginning of each sprint, the delivery team will complete sprint planning where they will primarily:

- Determine sprint goal
- Walk through all tickets
- Check dependencies
- Define tasks

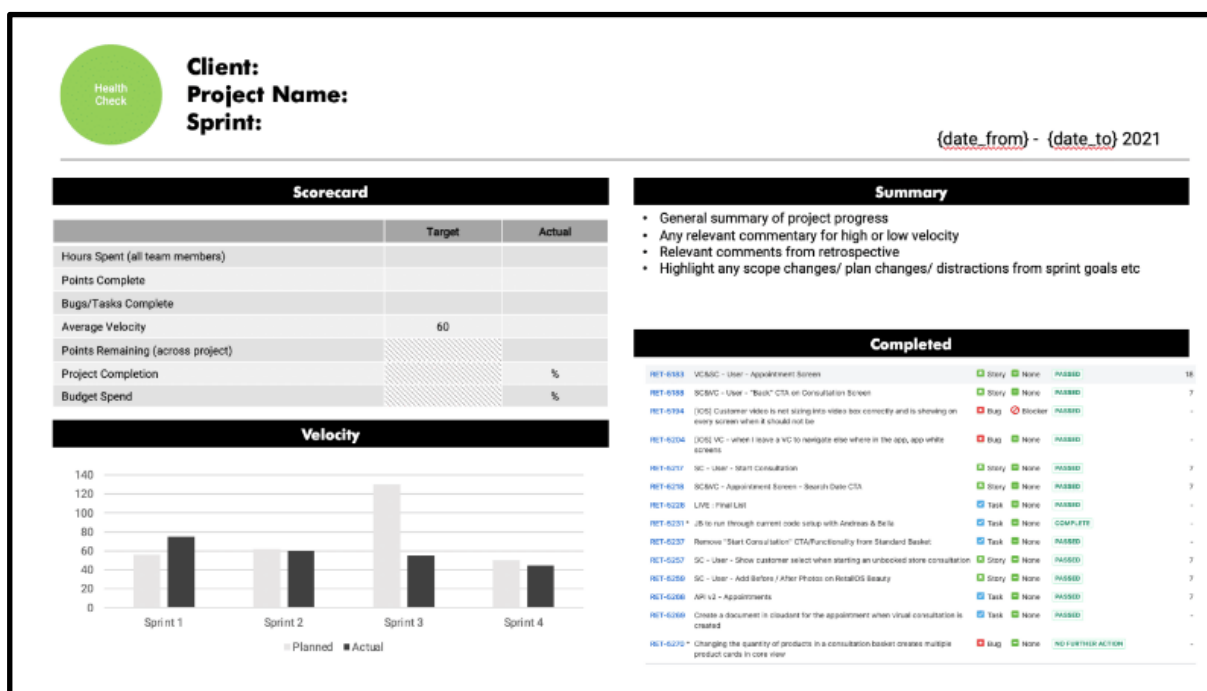
In addition, the team will also review the overall progress of the project, review the prioritisation of tickets. Anything de-prioritised during this process will be moved to the backlog for prioritisation for a future sprint or release.

Throughout the sprint, the scrum team will meet for daily stand-ups internally, and externally where appropriate. The Client Director and Delivery Manager will also meet weekly for a status meeting with the client team.

- The purpose of the standup is to review what was completed yesterday, what the team aims to complete today and flag any issues.
- The purpose of the weekly status meeting is to review the status of the project as a whole, follow up on commercial agreements and flag any upcoming or missed dependencies

At the end of each sprint, the Delivery Manager will prepare a sprint report which includes the following:

- Project Status (RAG)
- Progress Summary
- Velocity
- Stories Completed



Following completion of each sprint, the Red Ant team will host a demo for all project stakeholders. The purpose of this demo is to review the work completed, validate the progress and identify any areas which may need further refinement or changes early in the process.

Testing Process

Red Ant has a robust (automation-centric) testing process designed to maintain quality and confidence across its core product set and all future products.

To reduce the number of defects in our products, we focus on prevention rather than detection of defects. This includes user and tester participation as early as possible in the agile delivery lifecycle – particularly through Story Refinement and Behaviour Driven Development. We also maintain an automated regression suite that runs daily in our pipeline to identify defects prior to release testing.

Prior to the initiation of a project, the team will agree the Definition of Done. This will include:

Client-Specific QA

- User Acceptance Testing
- Specific devices that testing must be completed on to reflect live environment
- Specific scenarios which must be considered to reflect live environment (i.e. multiple users using the system at one time, wifi instability, etc)

Design QA

- Accessibility Testing - All design work implemented against best practice accessibility levels
- Brand and Style Guide reviews - All prototypes and design work built and reviewed against client provided brand and style guidelines

Development QA

- **Code Pull Requests** - All development work passes through pull request to be checked by a peer before entering main code base
- **Code Quality Review** - Automated process of code quality review to continuously check code is at highest standard
- **API Integration Testing** - Automated scheduled testing of 3rd party APIs to ensure quality and readiness is available
- **Functional Test Cases** - Carried out manually per sprint to ensure user story completion, acceptance criteria is adhered to and definition of done is met
- **Continuous Testing** - Daily automated test runs within the Bitbucket Pipeline to cover core regression scope
- **Visual Review** - Carried out manually per sprint to ensure adhering to style and branding guidelines and that prototype and design is being implemented into build
- **PEN Testing** - Penetration testing either carried out by Red Ant appointed 3rd Party specialist or in conjunction with client appointed provider, will take place after each major release of the functionality with the report shared with the Client IT Security Manager. The test is aimed to test the security and integrity of the platform and ensure minimum risk of external threats.
- **Load Testing** - Carried out in UAT or Live (agreed with client in advance) after each major release of functionality with the report shared with the Client service owner. Load testing simulates high concurrent usage of the web services on the platform to test for instabilities and determine system behaviour under normal and anticipated peak load conditions

During each sprint, the QA team will write test cases for each of the tickets in the sprint and a ticket will not be moved to done until all test cases are marked as passed – or a documented workaround is agreed. During delivery, test progress is tracked and monitored via our test management tool TestRail with defects raised in Jira. Any exceptions are raised and managed accordingly.

Prior to a milestone release, the scrum team will complete a mini-sprint (anywhere from 2-10 days) to prepare the UAT candidate. At this point, new development is frozen and the team will complete regression testing to validate that the app in its entirety is ready for release. Regression testing is where the team will test 80% of the functionality across the app with the aim of 100% pass rate. (note that for smaller releases, we may determine that a smoke test (about 20% of functionality) will be appropriate, and only upgrade to a regression test if the smoke test identifies failed tests).

The final release candidate is released to the client for user acceptance testing (UAT). The purpose is for the client to review the release candidate, flag any bugs which need to be resolved prior to release and advise of any amends. To ensure UAT is efficient, the team must:

- Agree UAT delivery date prior to delivery
- Agree UAT review period (max 2 weeks)
- Agree UAT feedback date

Should any new requests be made during UAT that fall outside of the approved scope of work, Red Ant will raise a separate change request for approval by the Client within 5 working days. Please see separate change request appendix. No new work will be completed until Red Ant have written approval to proceed by the Client.

Client Quality Assurance

During the project, Red Ant will provide sprint demos to the clients to justify work done and assist in the management of stakeholder expectations. If, during the project/ UAT period, a defect is identified that impacts the app functionality, then a JIRA ticket will need to be raised and added to the project backlog. The format of the ticket should follow the below steps:

- **Bug title / summary** – Provide an overall high level description of the defect and the observed failure. This short summary should be a highlight of the defect as this is what the developers or reviewers first see before viewing the detail of the bug ticket
- **Steps to reproduce**– It's important to explain the exact steps to reproduce the defect. If the developer reviewing the defect cannot understand and cannot follow the details of the defect, then most probably the bug will be sent back to the tester asking for more explanation and more detail which causes delays in fixing the issue. You should also include the expected result and at what step the failure was observed
- **Environment** – If the defect appears to only occur on a specific environment (e.g. QA / UAT / LIVE) then this information should be captured
- **Attachments / Evidence** – Any evidence of the failure should be captured (e.g. screenshot / screen recording) and attached to the bug ticket. This visual explanation of the description of the defect will help the reviewer / developer to better understand the defect
- **Expected outcome** – what didn't happen that you expected to, and what occurred instead
- **Version** – Where possible, the version of the software which exhibited the failure should be captured to help the developer to isolate and debug the issue
- **Issue type** – This document anticipates you are raising a "true" bug whereby the system is operating incorrectly based on agreed scope. If you have a change to functionality or copy, please raise an improvement or task following the same guidance and this will be prioritised accordingly alongside the bugs.

Clients are also encouraged to provide the severity and impact rating which helps us to determine the priority.

Severity	Impact
SEV 6 – Core use case, no workaround	-
SEV 5 – Core use case, workaround possible but severely affects user experience	IMP 5 – Will affect all users on a daily basis
SEV 4 – Non-core use case, no workaround	IMP 4 – Will affect more than 20% of users on a daily basis
SEV 3 – Core use case, simple workaround	IMP 3 – Will affect more than 5% of users on a daily basis
SEV 2 – Non-core use case, workaround possible	IMP 2 – Will affect less than 5% of users on a daily basis
SEV 1 – Use case not in scope	IMP 1 – Will affect less than 1% of users on a daily basis

Severity and impact will be multiplied together to create an overall priority score – for example Sev 2 x IMP 5 = 10. Any bugs with a score of 5 or less will be ranked low priority and will not be fixed for a UAT release or Go-Live.

Priority Level	Description	Priority score
Blocker	Blocks all users	30
Critical	Affects a significant number of users and no workaround	21-29
High	Affects some users, workaround unlikely	13-20
Medium	Affects some users, workaround may be possible	6-12
Low	Affects very few users and workaround likely or not in scope	1-5
Not prioritised	This has not been prioritised	0

Deploying to live

Following the UAT period, the team will begin preparing the application for live release. This requires:

- UAT approval
- Code freeze and launch dates agreed
- Confirm provisioning method
- App certification (if iOS)
- Developer go-live checklist
- Data set-up
- Smoke test on production build (20% functionality tested)
- Brief to Red Ant service desk team and relevant client teams/third parties
- App Release and issue final version of release note

Change Management Process

Any agreed change requests will be documented in our Red Ant CR document to include:

- User story/stories to explain the change
- Special considerations
- Dependencies
- Estimate of effort
- Estimated delivery date

- Once approved by the client team the stories are added to the relevant sprint

Appendix B – Service Requests

What is a Service Request?

A service request is something that would be useful in the day-to-day operations of a client's business, or support for an upcoming client change. For example:

- Request for information or advice
- Updates to data within the application
- Technical support for a business change on the client side

In all instances, these requests are items which may be critical or urgent but would not be classed as an incident as they are new since the deployment of the latest app deployment, and data.

Red Ant will categorise all Service Requests by the below four areas

Category	Service Level	Definition	Examples
Normal, Routine	Response time within one business day Resolve within 2 business days	Low risk and relatively common requests which follow a known procedure. Activity is something the service desk can fulfil within 1-2 hours without developer support	New user or store setup Manual data imports (non-complex) Customer data anonymization User support (i.e. how do I ?) Feedback and complaints
Special	Response time within one business day <i>Resolution timescales dependent on budget sign-off, studio availability and priority</i>	Common requests which a member of the development team would be able to fulfil within one working day	Minor application OOTB configuration changes which can be released via the API or are being released to browser-based application only (i.e. time-out changes, permissions updates, tile image updates, role name changes) Database exports

			Technical Investigation
Complex	Response time within one business day <i>Resolution timescales dependent on budget sign-off, studio availability and priority</i>	These types of requests will often require an app release. And/or will require an experienced member of the development team to fulfil but will not require more than three days to complete	Data migration RetailOS or Third-Party system upgrades Bug fixes not covered by the incident matrix
Project, Continuous Development*	<i>Please contact your Client Director directly for these requests.</i> <i>Timescales dependent on budget sign-off, scope approval and studio availability</i>	Typically, a project is anything which will take more than 2 working days to complete and multiple team members	Multiple or significant changes to an existing applications Supporting client improvements New tools being implemented

* A request of this type will be moved to the project team and will require a professional services budget

Service Request Process

Red Ant Service Desk will process all Service Requests within business hours: 9:00 – 17:00, Monday to Friday, excluding UK public holidays and following the above SLAs where appropriate. To be able to process requests within SLA and in a timely manner, all requests must be submitted in the correct format and including the correct information.

How to log a service request?

To raise a service request, a client can either:

- Log the request via the online portal: help.redant.com (preferred)
- Email their unique service desk alias {client}-support@redant.com

When a request is submitted, it should include the following information:

- Requested Item (please provide a unique title)
- Requestor (are you raising this Request for yourself, or on behalf of someone else)
- Expected Request category (normal, special, complex)
- Details of the Request (what would you like to achieve? Is there an urgency we should be aware of?)
- Priority rank to enable our team to allocate accordingly:
 - High – Requires action by a specific known date
 - Medium – Requires action soon but there is no fixed date dependency
 - Low – Requires action at some point

Note that while the Service Desk will adhere to time-sensitive priorities where possible, this is not guaranteed by SLA. Therefore, advance notice is advised.

Where a request is considered too complex to be undertaken as a Service Request, or requires very careful planning, the Service Desk will categorise the request as a 'project' and will pass your request onto your project team to take forward within ongoing workstreams. All parties will be advised before this is transferred.

Ticket Management

Once a request has been logged, the Service Desk team will open and manage the ticket until resolution. Tickets will be assigned to one of the following statuses:

- New – Ticket created
- Open – Ticket assigned to a team member
- Pending – Awaiting information from client or 3rd party where client is responsible
- On-Hold – Awaiting information from internal team or 3rd party where Red Ant is responsible
- Solved – Ticket has been solved, but may be re-opened
- Closed – Ticket has been solved, and cannot be re-opened (this status is automatically applied when the ticket has been solved and inactive for five days)

The SLA on any ticket placed within the 'pending' state will be paused until the ticket moves to another status. SLA is complete when a ticket moves to solved but will continue tracking if the ticket is re-opened.

All tickets placed in the 'pending' state will be subject to the three-strike rule:

- First Attempt - One day after making the request for more information, the Service Desk will send a follow up email.
- Second Attempt - After approximately 2 days of not receiving a response from the requester, the Service Desk will send a follow up email again.
- Third Attempt - After approximately 5 days has passed having not heard from the requester, the Service Desk will close the incident or request with a final email message to the requester.

This is an automated process and responsibility is with the person who opened the ticket to ensure updates are provided in a timely manner.

Reporting

All time spent against a service request will be charged to the client's Service Request budget, unless otherwise agreed. Red Ant will provide a monthly report within 5 working days of month-end for the previous month. This will include:

- Hours spent against budget
- Hours remaining in budget
- Log of all chargeable tickets, including:
 - Ticket Number
 - Reason
 - Hours logged

Where a client has multiple service request budgets, these will be reported within one report but itemised individually by budget code.

Quarterly, Red Ant will prepare a report for the previous three months which details key updates, ticket volumes and SLA achievement.

Appendix C – Incidents

What is an Incident?

An Incident is any unplanned interruption to an IT service or reduction in the quality of an IT service. For instance:

- You can't work because the application is very slow
- Error messages are being seen which results in users being unable to work
- The application won't load or freezes, making it difficult for you to work
- You are having issues when trying to log in
- You can't log in to the application

Red Ant will prioritise all Incidents from P1 to P3, using impact and urgency to determine this. The following table outlines this in more detail and the associated SLA per priority.

Priority	Context	Service Level	Definition	Examples
P1	High	Response time within 30 minutes Resolve within 4 hours Provide client update every 30 minutes	When the incident affects critical functionality for all, or majority of users, with significant impact to business and no reasonable workaround exists. All security-related incidents are treated as P1 until they can be resolved or de-escalated	Impact All, or the majority of, end-users are affected and/or acutely disadvantaged in some way Using a business-critical tool within the platform is not functioning or entire app is down The platform is charging customer incorrectly during checkout Urgency The damage caused by the incident increases rapidly Work that cannot be completed is highly time sensitive

				A P1 can be prevented from becoming a major incident by acting immediately
P2	Medium	Response time is within 2 hours Resolve within one business day Provide client update every 4 hours	There is a partial, non-critical loss of a service with a medium or low impact on the end-user, but primary functions continue as normal. Short-term workaround is available, but not scalable	Impact A moderate number of end-users are affected and/or inconvenienced in some way Individual users are unable to login or perform business-critical functions Data errors which do not affect business-critical functions (i.e. missing products) Urgency The damage caused by the incident increases rapidly Work that cannot be completed is moderately time sensitive
P3	Low	Response time is within 4 hours Resolve within 3 business days Provide client update daily	Routine issue affecting individual/small number of users Acceptable work-around available	Impact A minimal number of end-users are affected and/or inconvenienced in some way Non-critical functions not operating as expected (i.e. search/filter is

				not working as expected) Urgency The damage caused by the incident only marginally increases over time Work that cannot be completed is not time sensitive
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The following errors are not considered an incident:

- Issues occurring on a device or version which was not agreed within the Definition of Done during project delivery
- Branding/copy updates
- Issues/defects which were known at time of release
- Trivial issues which have no business impact
- Issues occurring within a non-production system (i.e. UAT, Training, etc)

Incident Process

Red Ant Service Desk will process P1 incidents 24/7 without limitation. All P2-P3 incidents will be processed within business hours: 9:00 – 17:00, Monday to Friday, excluding UK public holidays and SLAs apply within these timeframes only. To be able to process incidents within SLA and in a timely manner, all incidents must be submitted in the correct format and including the correct information.

How to log an incident?

To raise a P1 incident, a client must:

- Contact the Service Desk via phone: +44 1924 938 682

To raise a P2-P3 incident, a client can either:

- Log the incident via the online portal: help.redant.com (preferred)
- Email their unique service desk alias {client}-support@redant.com

When an incident is submitted, it should include the following information:

- Issue being reported (please provide a unique title)
- Requester (are you reporting this incident for yourself, or on behalf of someone else)
- Services affected (i.e. affected system/device/version/environment)
- Impact (how is the incident affecting your business, what activities are being blocked from happening)
- Description of events (e.g., what is wrong, what is happening versus what should be happening)

- If possible, please include screenshots/attachments showing the problem. This will really help us to diagnose the problem.

Note that the management of all incidents is non-chargeable where the fault is found to lie within Red Ant. Where an incident has occurred due to a change by the client or a 3rd party within the responsibility of the client, the time required to resolve the incident will be charged to the client's service request budget. Advance notice of this charge may or may not be given, based on the criticality of the incident and when the fault is identified. When an incident is raised, the Service Desk's primary focus is resolution.

Where an incident is determined to fall outside of the guidelines for an incident, the ticket will be re-categorised as a Service Request and charges will be applied accordingly.

Ticket Management

Once an incident has been logged (either by phone, portal or email), the Service Desk team will open and manage the ticket until resolution. Tickets will be assigned to one of the following statuses:

- New – Ticket created
- Open – Ticket assigned to a team member
- Pending – Awaiting information from client or 3rd party where client is responsible
- On-Hold – Awaiting information from internal team or 3rd party where Red Ant is responsible
- Solved – Ticket has been solved, but may be re-opened
- Closed – Ticket has been solved, and cannot be re-opened (this status is automatically applied when the ticket has been solved and inactive for five days)

The SLA on any ticket placed within the 'pending' state will be paused until the ticket moves to another status. SLA is complete when a ticket moves to solved but will continue tracking if the ticket is re-opened.

All tickets placed in the 'pending' state will be subject to the three-strike rule:

- First Attempt - One day after making the request for more information, the Service Desk will send a follow up email.
- Second Attempt - After approximately 2 days of not receiving a response from the requester, the Service Desk will send a follow up email again.
- Third Attempt - After approximately 5 days has passed having not heard from the requester, the Service Desk will close the incident or request with a final email message to the requester.

This is an automated process and responsibility is with the person who opened the ticket to ensure updates are provided in a timely manner.

Reporting

All time spent against an incident which is considered chargeable to the client will be charged to the client's Service Request budget, unless otherwise agreed. Red Ant will provide a monthly report within 5 working days of month-end for the previous month.

This will include:

- Hours spent against budget

- Hours remaining in budget
- Log of all chargeable tickets, including:
 - Ticket Number
 - Reason
 - Hours logged

Where a client has multiple service request budgets, these will be reported within one report but itemised individually by budget code.

Quarterly, Red Ant will prepare a report for the previous three months which details key updates, ticket volumes and SLA achievement.

In the instance that Red Ant do not achieve the agreed SLA for a ticket, this will be reported on within the quarterly report and a service credit can be provided, if appropriate. Credit amount is dependent on the overage and reason for the delay and is at the discretion of Red Ant.