

MASTER SERVICES AGREEMENT

DATED: 5th November 2025

BETWEEN:

(1) [CLIENT NAME], a company registered in England and Wales under number [Company Number], whose registered offices are at [Registered Address] (“**Client**”);
and

(2) NORTHDOOR PLC, a company registered in England and Wales under number 02192480, whose registered offices are at Third Floor, Bentima House, 168-172 Old Street, London, EC1V 9BP (“**Service Provider**”).

VERSION CONTROL

VERSION	DATE	CHANGES
01.00	5/11/2025	Comprehensive initial draft
02.00	7/11/2025	Final version incorporating all review notes

BACKGROUND:

(A) The Client requires professional Managed Services, IT Support, and/or Application Services.

(B) The Service Provider carries on the business of providing IT Managed Services, Data Analytics, and Application Development and Support.

(C) The Client wishes to appoint the Service Provider to provide such services, and the Service Provider agrees to do so, in accordance with the terms of this MSA.

(D) This MSA establishes a framework under which the Client may procure Services. The specific details of any Services shall be set out in one or more Service Agreements, which, upon execution, shall be incorporated into and form part of this MSA, though will be held separate to this document.

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1. DEFINITIONS AND INTERPRETATIONS

1.1 In this MSA, unless the context otherwise requires, the following expressions shall have the following respective meanings:

Term	Definition
"Affiliate"	means any subsidiary or holding company, or any other subsidiary of any holding company, of either party, and for the purposes of this definition “subsidiary” and “holding company” shall have the same meanings as in section 1159 of the Companies Act 2006.
"Anti-Bribery Laws"	means the Bribery Act 2010 and all other applicable laws, regulations, and codes in connection with anti-bribery and anti-corruption.
"Anti-Slavery Laws"	means the Modern Slavery Act 2015 and all other applicable laws, regulations, and codes in connection with anti-slavery and human trafficking.
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks generally are open in the City of London for the transaction of normal banking business.
"Change Control"	means the change control process (if any) as set out in a Service Agreement or, if not specified, the process set out in clause 7.8..
"Client Contract Executive"	means the primary contact designated by the Client in accordance with clause 7.1.
"Client Default"	has the meaning set out in clause 5.3.
"Client Dependencies"	means the obligations, information, access, and resources to be provided by the Client as set out in clause 5 and in any Service Agreement.

"Client Materials"	means any data, documents, software, hardware, information, or other materials provided to the Service Provider by or on behalf of the Client.
"Client Personal Data"	means any Personal Data which (i) is supplied by or on behalf of the Client to the Service Provider or (ii) is otherwise generated or Processed by the Service Provider in connection with its provision of the Services.
"Client Representative"	means the person designated as such by the Client for an individual Service Agreement, as set out in that Service Agreement.
"Client Third Party"	means any third-party supplier or contractor engaged by the Client, other than the Service Provider.
"Commencement Date"	means the date this MSA is signed by the last party to sign.
"Confidential Information"	means any information obtained by one party from the other (whether before or after the Commencement Date) which is of a confidential nature, including (without limitation) the Records, Client Personal Data, trade secrets, and any information of a commercially sensitive nature, including details of business plans, broker relationships, insurance products, and the terms of this MSA.
"Controller"	has the same meaning set out in the Data Protection Legislation.
"Data Protection Legislation"	means (i) the UK GDPR (as defined in the Data Protection Act 2018), (ii) the Data Protection Act 2018, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (iv) any and all other applicable laws and regulations relating to the processing of

	personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office, all as amended, updated or re-enacted from time to time.
"Data Subject"	has the same meaning set out in the Data Protection Legislation.
"Deliverables"	means any materials, reports, documents, software, or other outputs to be created and delivered by the Service Provider as part of the Services, as specified in a Service Agreement.
"Disaster Recovery Plan"	means the plan to be maintained by the Service Provider in accordance with clause 18.
"Fees"	means the remuneration payable to the Service Provider by the Client for the Services, including the payment terms, as set out in a Service Agreement in accordance with clause 8.
"Force Majeure"	means any event, circumstance, or cause beyond a party's reasonable control including (but not limited to) Act of God, flood, earthquake, natural disaster, terrorist attack, war, riot, explosion, interruption or failure of a utility service (including the internet), epidemic, pandemic, or government action that prevents performance of obligations under this MSA..
"Good Industry Practice"	means the exercise of such standards of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a reasonably skilled and experienced provider of services similar to the Services.
"Indemnified Persons"	means a party, its Affiliates, and any of their directors, officers, or employees.

"Intellectual Property Rights" (IPR)	means copyright, patents, trademarks, trade secrets, registered designs, database rights, know-how, rights in domain names, moral rights, and all other legal and beneficial intellectual and industrial property and similar rights of all types, whether registered or unregistered, in any jurisdiction.
"MSA"	means this Master Services Agreement and its Schedules.
"Normal Business Hours"	means 9:00 AM to 5:30 PM UK time on Business Days, or as otherwise specified in a Service Agreement.
"Personal Data"	has the meaning given to that term in the Data Protection Legislation.
"Personnel"	means any employee, agent, or sub-contractor of the Service Provider who provides the Services on behalf of the Service Provider.
"Processing"	has the same meaning set out in the Data Protection Legislation (and "Process", "Processed", and "Processes" will be interpreted accordingly).
"Processor"	has the same meaning set out in the Data Protection Legislation.
"Records"	means books of account, records, data, service tickets, documents, correspondence, files, and other information relating to the Business or the Services.
"Regulatory Authority"	means any governmental, regulatory, or supervisory authority having jurisdiction over either party's business, including (without limitation) the Financial Conduct Authority, and the Information Commissioner's Office.

"Service Agreement"	means an individual schedule for Services completed and signed by both parties in the form (or substantial form), an example of the schedule format is provided in Schedule 1 (template) at the end of the MSA.
"Service Levels"	means the service levels (if any) for the Services, as set out in a Service Agreement.
"Service Provider"	means Northdoor Plc, company number 02192480.
"Service Provider Account Executive"	means the primary contact designated by the Service Provider in accordance with clause 7.1.
"Service Provider Client Manager"	means the person designated as such by the Service Provider for an individual Service Agreement, as set out in that Service Agreement.
"Service Provider Materials"	means all materials, know-how, software (including object and source code), and tools owned by or licensed to the Service Provider prior to the Commencement Date or developed by the Service Provider independently of this MSA.
"Services"	means the services to be provided by the Service Provider as set out in one or more Service Agreements.
"System"	means any computer system by which the Records are processed or stored.
"Term"	has the meaning given in clause 3.1.

1.2 In this MSA, unless the context otherwise requires:

1.2.1 a reference to a clause or a Schedule is to a clause of, or Schedule to, this MSA. The Schedules form part of and are deemed to be incorporated in this MSA;

1.2.2 clause and Schedule headings are for convenience only and shall not be taken into account in the interpretation of this MSA;

1.2.3 a reference to any statute or statutory provision shall include a reference to that provision as amended, re-enacted, or replaced from time to time;

1.2.4 words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;

1.2.5 references to writing shall include email;

1.2.6 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms.

2. FRAMEWORK, APPOINTMENT, AND SCOPE

2.1 This MSA sets forth the terms and conditions pursuant to which the Service Provider may provide Services to the Client.

2.2 The Client hereby appoints the Service Provider to provide Services, and the Service Provider accepts such appointment, subject to the terms of this MSA.

2.3 The parties shall enter into a written Service Agreement for all Services to be provided. Each Service Agreement shall, at a minimum, specify:

2.3.1 a description of the Services, Deliverables, and locations;

2.3.2 the applicable Service Levels (if any);

2.3.3 the Fees and payment schedule;

2.3.4 the term of that Service Agreement and termination provisions;

2.3.5 the Client Representative and Service Provider Client Manager;

2.3.6 any Client Dependencies specific to that Service Agreement; and

2.3.7 the applicable Data Processing Details as required by clause 11; and

2.3.8 the Change Control process (if different from the default process in clause 7.8).

2.4 In the event of any conflict or inconsistency between the main body of this MSA and a Service Agreement, the terms of the Service Agreement shall prevail only in respect of the specific Services under that Service Agreement.

3. TERM OF MSA AND SERVICE AGREEMENTS

3.1 This MSA is effective from the Commencement Date and shall continue in full force and effect until terminated by either party in accordance with its terms ("Term").

3.2 Each Service Agreement shall commence on its specified effective date and continue for the initial term set out in that Service Agreement. Following its initial term, it shall (unless otherwise specified) automatically renew on an ongoing basis unless and until terminated by either party giving the notice period specified in that Service Agreement.

3.3 Termination of one or more Service Agreements shall not terminate this MSA. Termination of this MSA shall automatically terminate all active Service Agreements (subject to clause 15).

4. SERVICE PROVIDER OBLIGATIONS

4.1 The Service Provider agrees that, in providing the Services, it will at all times:

4.1.1 act in good faith, with all due care and skill expected of a professional providing services of the type contemplated by this MSA;

4.1.2 perform the Services in accordance with Good Industry Practice and any relevant certifications (e.g., ITIL, ISO27001, Cyber Essentials);

4.1.3 allocate sufficient, suitably skilled, qualified, and experienced resources to provide the Services in accordance with this MSA;

4.1.4 perform the Services in accordance with the Service Levels;

4.1.5 discharge its obligations under this MSA in a timely manner;

4.1.6 notify the Client promptly if the Service Provider is unable to comply with any material term of this MSA or any Service Agreement;

4.1.7 observe all reasonable health and safety rules and regulations and any other security requirements that apply at any Client site and which have been communicated to the Service Provider in writing in advance.

4.2 The Service Provider may use Affiliates and sub-contractors to perform any of its obligations under this MSA, provided that:

4.2.1 the Service Provider shall notify the Client of any key sub-contractors it intends to engage; being sub-contractors who will be responsible for delivering a significant component of the Services or where the sub-contractor's involvement represents more than 20% of the value of a Service Agreement;

4.2.2 the Client may object to a proposed key sub-contractor within 10 Business Days of notification on reasonable grounds relating to security, competence, conflicts of interest, or regulatory compliance;

4.2.3 for the avoidance of doubt, individual contractors engaged by the Service Provider as Personnel (whether as employees, consultants, or contractors) are not sub-contractors requiring notification under clause 4.2.1; and

4.2.4 the Service Provider shall at all times remain fully responsible for the acts and omissions of any such Affiliate or sub-contractor as if they were its own acts or omissions.

4.3 Unless expressly stated in a Service Agreement, the Service Provider does not control the flow of data to or from its network and other portions of the internet. Such flow depends on third parties, and the Service Provider disclaims any and all liability related to the performance or non-performance of such third-party services.

5. CLIENT OBLIGATIONS AND DEPENDENCIES

5.1 The Client shall, and shall procure that its staff and Client Third Parties shall, co-operate with the Service Provider in all matters relating to the Services.

5.2 The Service Provider's performance of its obligations under this MSA is conditional upon the Client's timely performance of the Client Dependencies, which include:

5.2.1 providing all necessary information, decisions, and approvals relevant to the Services in a timely manner, and warranting that such information is, to the best of its knowledge, accurate and complete;

5.2.2 providing suitable, secure remote access to the Client's systems as reasonably required by the Service Provider to deliver the Services;

5.2.3 retaining all appropriate maintenance and support agreements for its own hardware, software, and Client Third Party services;

5.2.4 providing reasonable access to Client premises and staff as required for the Services;

5.2.5 appointing a Client Representative for each Service Agreement with the authority to commit the Client on matters relating to that Service Agreement; and

5.2.6 adhering to any relevant acceptable use policies or licence agreements notified to the Client by the Service Provider.

5.3 If the Service Provider is delayed or prevented from performing its obligations due to the Client's failure to perform any of the Client Dependencies (a "Client Default"):

5.3.1 the Service Provider shall be relieved from its obligations to the extent the Client Default prevents or delays performance;

5.3.2 the Service Provider shall not be liable for any costs or losses sustained by the Client arising from such failure or delay;

5.3.3 any timescales or Service Levels shall be adjusted reasonably; and

5.3.4 the Client shall reimburse the Service Provider for any reasonable costs or expenses incurred as a direct result of the Client Default.

6. SERVICE LEVELS AND SERVICE CREDITS

6.1 The Service Provider will deliver the Services to meet the Service Levels set out in the relevant Service Agreement.

6.2 If the Service Provider fails, or is likely to fail, to meet any Service Level, it will:

6.2.1 notify the Client immediately of the failure, or likely failure;

6.2.2 deploy additional resources as reasonably practicable and take all remedial actions necessary to rectify and prevent the failure from recurring; and

6.2.3 escalate significant or recurring Service Level failures in accordance with the escalation procedure set out in the applicable Service Agreement, or if none specified, to the Client Representative and Service Provider Client Manager within 24 hours; and

6.2.4 carry out the reasonable instructions of the Client.

6.3 If a Service Agreement specifies Service Credits as a remedy for failure to meet a Service Level, the Client agrees that the payment of such Service Credits shall be its sole and exclusive remedy for the specified failure, without prejudice to any termination rights under clause 14.

7. GOVERNANCE AND RELATIONSHIP MANAGEMENT

7.1 The Service Provider and the Client will each designate a primary contact (the "Service Provider Account Executive" and "Client Contract Executive", respectively) to manage the overall relationship under this MSA.

7.2 The Service Provider Client Manager and Client Representative for each Service Agreement shall communicate on a frequent basis to review the status of the Services.

7.3 The parties shall meet at intervals specified in a Service Agreement (or as otherwise agreed) to conduct "Service Reviews" to discuss performance, satisfaction, and any proposed changes.

7.4 During the term of this MSA, the Client shall be entitled to carry out an inspection and audit of Records relating to the Services, up to once per calendar year (or more frequently if reasonably required to comply with regulatory obligations affecting the Client), upon reasonable advance notice and during normal business hours. The Service Provider shall make such Records available, subject to the Client and its auditors adhering to all confidentiality and security obligations.

7.5 The Service Provider shall give representatives of any Regulatory Authority access to any Records as such representatives may properly request. If permitted by law, the Service Provider shall give prompt notice of such request to the Client.

7.6 If any of the Records contain information relating to other clients of the Service Provider, the Client shall observe and respect, and shall use its reasonable endeavours to procure that its auditors and its duly authorised representatives shall observe and respect, the need to keep such information confidential. The Service Provider may require such representatives to enter into separate confidentiality undertakings directly with the Service Provider before permitting access to Records containing information about other clients.

7.7 If either party wishes to make changes to a Service Agreement by adding, deleting or modifying Services, or by increasing or decreasing service volumes, that party shall provide written notice to the other party. The Parties shall meet within 14 days to discuss the proposed changes. All agreed changes shall be documented in an amendment to the Service Agreement signed by authorized representatives of each party in accordance with the Change Control process. For the avoidance of doubt, changes requiring material additional investment or resource by the Service Provider shall be subject to commercially reasonable fee adjustments.

7.8 Default Change Control Process: Where a Service Agreement does not specify a Change Control process, the following process shall apply:

7.8.1 Either party may request a change by submitting a written change request to the other party's designated representative.

7.8.2 The Service Provider shall assess the change request and provide an impact assessment within 10 Business Days, including: (a) description of the proposed change; (b) impact on Services, Service Levels, and timelines; (c) estimated cost and resource requirements; (d) implementation timeline.

7.8.3 The Client Representative and Service Provider Client Manager shall review the impact assessment and either approve, reject, or request modifications.

7.8.4 Approved changes shall be documented in a written change order signed by both parties before implementation commences.

7.8.5 For urgent changes required to address Critical Incidents or security vulnerabilities, the Service Provider may implement changes with verbal approval from the Client Representative, to be confirmed in writing within 2 Business Days.

8. FEES, INVOICING, AND PAYMENT

8.1 In consideration for the provision of the Services, the Client shall pay the Fees to the Service Provider as set out in the individual Service Agreement(s). The Parties shall conduct an annual pricing review within 30 days of each anniversary of the Commencement Date. Any pricing adjustments shall require mutual written agreement, except that the Service Provider may increase Fees in line with the ONS index for Wage Price Inflation for All Industries Excluding Bonuses, upon 60 days' written notice.

8.2 Fees may be calculated on one or more of the following bases as set out in the applicable Service Agreement:

8.2.1 fixed monthly or annual fee for defined service scope;

8.2.2 per-user or per-device monthly fee;

8.2.3 time and materials basis at rates specified in the Service Agreement calculated on Normal Business Hours, with overtime rates applying for work outside Normal Business Hours; or

8.2.4 project-based fixed price.

8.3 The Service Provider shall invoice the Client for the Fees at the intervals specified in the Service Agreement. All Fees are exclusive of VAT, which shall be added to invoices at the prevailing rate.

8.4 The Client shall pay the undisputed amount of each invoice submitted by the Service Provider, in full and in cleared funds, within 30 calendar days of the date of receipt to the bank account nominated by the Service Provider.

8.5 If the Client fails to pay any undisputed amount by the due date, the Service Provider may, without prejudice to any other right or remedy:

8.5.1 contact the Client Representative within 5 Business Days. If payment is not received within a further 10 Business Days, the matter may be escalated to

senior management of both parties. If payment remains outstanding 30 days after the original due date, the Service Provider may suspend Services upon 5 Business Days' written notice until payment is received, and/or refer the matter to dispute resolution under clause 20; and

8.5.2 charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until the date of actual payment, whether before or after any judgment.

8.6 Where the Client disputes all or some portion of an invoice in good faith, it shall notify the Service Provider within 7 Business Days of receipt, providing reasonable detail of the dispute. The Client shall pay the undisputed portion of the invoice by the due date. The Client Representative and Service Provider Client Manager shall seek to resolve the dispute within 14 days. If unresolved, the matter shall be escalated to senior management for a further 7 days before referral to dispute resolution under clause 20. Neither party shall be in breach of payment obligations for amounts subject to good faith dispute under this clause.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Save as otherwise agreed, the Service Provider (and its licensors) shall retain all IPR in the Service Provider Materials. The Service Provider grants the Client a non-exclusive, royalty-free, non-transferable licence to use such Service Provider Materials solely for the purpose of receiving the Services during the Term.

9.2 The Client (and its licensors) shall retain all IPR in the Client Materials. The Client grants the Service Provider a non-exclusive, royalty-free licence to use such Client Materials solely for the purpose of providing the Services during the Term.

9.3 All IPR in any Deliverables created specifically for the Client under a Service Agreement shall, unless otherwise agreed in that Service Agreement, vest in the Client upon full payment of the applicable Fees for those Deliverables.

9.4 Each party shall be responsible for obtaining and maintaining any third-party software licences required for its own systems and operations. Where third-party software is required for the Client to receive the Services, the Service Provider shall identify such software in the applicable Service Agreement, and the parties shall agree responsibility for licensing and associated costs.

10. CONFIDENTIALITY

10.1 Each party ("Receiving Party") will keep confidential the contents of this MSA and all Confidential Information disclosed to or obtained by it from the other party ("Disclosing Party").

10.2 The Receiving Party shall not divulge the Confidential Information to any third party and shall allow access to it to its own staff, professional advisors, and Personnel and sub-contractors (to the extent necessary for providing the Services) only on a need-to-know basis, and shall ensure such persons are bound by confidentiality obligations no less stringent than those in this clause 10.

10.3 The obligations in clause 10.1 shall not apply to any information which:

10.3.1 is or becomes public knowledge other than as a result of a breach of this clause;

10.3.2 is known by the Receiving Party before the information is disclosed to it by the Disclosing Party, and is not under any obligation of confidence; or

10.3.3 is required to be disclosed by law, any Regulatory Authority, or court order, provided that where permitted by law the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure.

10.4 The obligations in this clause 10 shall survive termination of this MSA for a period of five years.

10.5 The Service Provider shall not refer to the Client by name in its marketing literature or use the Client's logos without the Client's prior written consent, such consent not to be unreasonably withheld for generic statements such as "We provide services to companies in the [relevant sector]" without naming the Client specifically.

11. DATA PROTECTION

11.1 Each party shall comply with its respective obligations under the Data Protection Legislation.

11.2 The parties agree that, for the purposes of the Services, the Client is the Controller and the Service Provider is the Processor of the Client Personal Data.

11.3 The Client warrants, represents, and undertakes that:

11.3.1 all Client Personal Data provided to the Service Provider has been collected and transferred in compliance with Data Protection Legislation, including the provision of all necessary fair processing information and the establishment of a lawful basis for Processing; and

11.3.2 all instructions given by the Client to the Service Provider shall be in accordance with Data Protection Legislation.

11.4 The Service Provider shall:

11.4.1 Process the Client Personal Data only in accordance with the written instructions of the Client (as set out in this MSA and the relevant Service Agreement) and only to the extent necessary for the provision of the Services, unless required to do otherwise by law (in which case the Service Provider shall, where permitted, notify the Client);

11.4.2 implement and maintain appropriate technical and organisational measures in accordance with the requirements of the UK GDPR to protect the Client Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure. Such measures shall ensure the ongoing confidentiality, integrity, availability, and resilience of Processing systems and services;

11.4.3 notify the Client without undue delay (and in any event within 48 hours) if it receives any request from a Data Subject exercising their rights, or any complaint relating to the Client's obligations under Data Protection Legislation;

11.4.4 provide the Client with reasonable co-operation and assistance (at the Client's cost for work beyond the Services) in relation to any such Data Subject request or complaint, including by providing any Client Personal Data held and taking such steps as reasonably requested by the Client within required timescales;

11.4.5 notify the Client without undue delay (and in any event within 48 hours) upon becoming aware of a Personal Data Breach affecting the Client Personal Data, and provide the Client with an explanation of the cause of the breach, proposals to remedy it, and all reasonable assistance to the Client to remedy and report such breach, and to notify any applicable Data Protection Regulator and/or any affected Data Subjects, and promptly restore such Client Personal Data using its backup or disaster recovery procedures;

11.4.6 permit the Client (or its appointed auditors) to inspect and audit the Service Provider's data Processing activities upon reasonable notice, subject to the auditors adhering to the Service Provider's security and confidentiality policies, and comply with all reasonable requests or directions by the Client to enable the Client to verify that the Service Provider is in full compliance with its obligations under this MSA;

11.4.7 not transfer Client Personal Data outside the United Kingdom without the prior written consent of the Client and, where such consent is given, shall ensure that such transfer is compliant with Chapter V of the UK GDPR by implementing appropriate safeguards (such as the UK Addendum to the EU Standard Contractual Clauses, the UK International Data Transfer Agreement, or relying on an adequacy decision);

11.4.8 only engage a sub-processor with the prior general or specific written authorisation of the Client. The Service Provider shall notify the Client in advance of any addition or replacement of sub-processors. The Client may object within 30 days of notification on the basis that such addition would cause the Client to violate applicable legal requirements. The Service Provider shall ensure a written contract is in place with each sub-processor containing data protection obligations no less protective than those in this clause 11, and shall maintain a register of sub-processors available to the Client upon request;

11.4.9 provide a written description of the technical and organisational methods employed by the Service Provider for Processing Personal Data (within reasonable timescales required by the Client), and such other information or assistance that the Client may reasonably require to carry out a data protection impact assessment and any subsequent prior consultation with a Data Protection Regulator; and

11.4.10 upon termination of this MSA or earlier upon the Client's written instruction, at the Client's discretion return or securely destroy all Client Personal Data (and all copies) in its possession or control, save to the extent the Service Provider is required to retain copies by law, statute, auditing standards, regulation, or internal accounting and taxation compliance procedures, and only for the period required by such law or procedure.

11.5 The specifics of the Processing (as required by Article 28(3) of the UK GDPR) shall be set out in the Data Processing Schedule within each Service Agreement, in the form (or substantial form) of Schedule 2.

12. WARRANTIES AND INDEMNITIES

12.1 Each party represents and warrants to the other that:

12.1.1 it has the full power and authority to enter into and perform its obligations under this MSA; and

12.1.2 its obligations under this MSA constitute its legal, valid, and binding obligations.

12.2 The Service Provider shall indemnify and hold harmless the Indemnified Persons against all reasonable losses, claims, damages, and expenses ("Liabilities") suffered or incurred by the Client arising from a third-party claim that the Service Provider Materials or Deliverables, when used in accordance with this MSA, infringe the Intellectual Property Rights of that third party.

12.3 The Client shall indemnify the Service Provider against all Liabilities suffered or incurred by the Service Provider arising from:

12.3.1 a third-party claim that the Client Materials, when used in accordance with this MSA, infringe the Intellectual Property Rights of that third party;

12.3.2 any claim, fine, or penalty from a Data Protection Regulator arising from the Client's breach of its obligations or warranties under clause 11.3; or

12.3.3 any claim by a third party relating to Services performed in accordance with specific Client instructions where the Service Provider has advised against such instructions.

12.4 Any indemnity given under this clause is conditional upon the indemnified party:

12.4.1 giving prompt written notice of the claim to the indemnifying party;

12.4.2 making no admission of liability and not settling the claim without the indemnifying party's prior written consent (such consent not to be unreasonably withheld);

12.4.3 allowing the indemnifying party to have sole conduct of the defence and settlement of the claim; and

12.4.4 providing all reasonable assistance (at the indemnifying party's cost) to defend or settle the claim.

13. LIMITATION OF LIABILITY

13.1 Nothing in this MSA shall limit or exclude either party's liability for:

13.1.1 death or personal injury resulting from its own negligence or the negligence of its employees or sub-contractors;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any other liability which cannot be limited or excluded by English law.

13.2 Subject to clause 13.1, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

13.2.1 loss of profits;

13.2.2 loss of business or depletion of goodwill;

13.2.3 loss of anticipated savings; or

13.2.4 any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.

13.3 Subject to clauses 13.1 and 13.2, each party's total aggregate liability to the other (whether in contract, tort, or otherwise) arising in connection with the performance of this MSA shall be limited to the greater of:

13.3.1 £1,000,000 (one million pounds); or

13.3.2 125% (one hundred and twenty-five percent) of the total Fees paid or payable under all Service Agreements in the 12-month period immediately preceding the event giving rise to the first claim.

13.4 Notwithstanding clause 13.3, and subject to clauses 13.1 and 13.2, each party's total aggregate liability for all claims arising out of or in connection with its obligations under clause 11 (Data Protection) shall be limited to £2,000,000 (two million pounds).

13.5 The Service Provider shall, at its own cost, maintain in full force and effect the following insurances:

13.5.1 **Professional Indemnity Insurance:** with a limit of not less than £5,000,000 (five million pounds) per claim.

13.5.2 **Public Liability Insurance:** with a limit of not less than £5,000,000 (five million pounds) per event.

13.5.3 **Employers' Liability Insurance:** with a limit of not less than £5,000,000 (five million pounds) per event in accordance with applicable law.

13.5.4 **Cyber and Data Insurance:** with a limit of not less than £2,000,000 (two million pounds) per claim.

13.6 The Service Provider shall, upon request by the Client, provide current certificates of insurance and evidence reasonably satisfactory to the Client that the above policies are in place and maintained.

13.7 For the avoidance of doubt, the Service Provider's decision to maintain the levels of insurance set out in this clause 13.5 shall not be construed as an agreement to increase or extend the Service Provider's liability under this MSA beyond the limits set out in clauses 13.3 and 13.4.

14. TERMINATION

14.1 Either party may terminate this MSA by giving three (3) calendar months' prior written notice to the other party, provided that such notice shall not take effect if any Service Agreement remains in force.

14.2 A Service Agreement may be terminated by either party giving the prior written notice specified in that Service Agreement.

14.3 Either party may terminate this MSA (and all Service Agreements) immediately by written notice if the other party:

14.3.1 commits a material breach of this MSA which breach is irremediable, or which breach (if remediable) is not remedied within thirty (30) days after the service of a written notice requiring the same;

14.3.2 becomes insolvent, suspends payment of its debts, enters into any arrangement with its creditors, convenes a meeting of its creditors, ceases or threatens to cease to carry on its business, enters into liquidation (whether voluntarily or otherwise), or has a receiver, manager, administrator, or provisional liquidator appointed over any of its assets or undertaking;

14.3.3 ceases to be authorised by any appropriate Regulatory Authority to carry on its business; or

14.3.4 is convicted of any offence or is otherwise guilty of serious misconduct or any conduct that, in the other party's reasonable opinion, is or may bring either party, its clients or customers, or its business, products, or services into disrepute.

14.4 The Client may terminate this MSA by written notice with immediate effect if the Service Provider fails to comply with its obligations under clause 19 (Compliance) and does not remedy such failure within 10 Business Days of written notice.

15. CONSEQUENCES OF TERMINATION

15.1 Upon the termination of this MSA:

15.1.1 the Service Provider shall cease all Services and exercise of any authority conferred upon it; and

15.1.2 all active Service Agreements shall terminate (subject to any specific exit provisions therein).

15.2 Upon termination, the Service Provider shall, upon request, co-operate with the Client and any person appointed by the Client to ensure an orderly and efficient transfer

of the Services ("Termination Assistance"). The Service Provider shall be entitled to charge for such Termination Assistance at the rates set out in the applicable Service Agreement or, if not specified, at its standard time-and-materials rates agreed in advance with the Client.

15.2A Termination Assistance shall include, as reasonably requested by the Client:

15.2A.1 extraction of Client data and Records in commonly used, non-proprietary formats;

15.2A.2 documentation of system configurations, customizations, and procedures necessary for service continuity;

15.2A.3 knowledge transfer sessions with replacement service providers or Client staff;

15.2A.4 reasonable access to Personnel for handover purposes; and

15.2A.5 continued provision of Services for an agreed transition period not exceeding 90 days at the rates specified in the Service Agreement.

15.3 Upon termination of this MSA, the Service Provider will, at the Client's instruction (and at the Client's reasonable cost for physical materials), return or securely destroy all Client Materials and Records in its possession or control, subject to clause 15.4.

15.4 The Service Provider shall be entitled to retain copies of such Records and Client Materials as are necessary to comply with the requirements of law, statute, auditing standards, or regulation, for the period required by such law or regulation, and to retain archived copies in accordance with its documented retention policy.

15.5 Termination of this MSA shall be without prejudice to any rights of the parties which may have accrued up to the date of termination and shall not affect the continuation of any clauses intended to survive termination, including, but not limited to, clauses 1 (Definitions), 8 (Fees), 9 (Intellectual Property Rights), 10 (Confidentiality), 11 (Data Protection), 12 (Warranties and Indemnities), 13 (Limitation of Liability), 15 (Consequences of Termination), 16 (Staff and Non-Solicitation), 20 (Dispute Resolution), 21 (General), and 22 (Law and Jurisdiction).

15.6 In the event of termination by the Client pursuant to clauses 14.3 or 14.4, the Service Provider shall refund any Fees paid in advance on a pro rata basis in respect of Services not yet provided. Any services carried out by the Service Provider at the request of the Client after the termination date, regardless of the reason for the termination, shall be reimbursed by the Client at rates to be agreed with the Service Provider at the time.

16. STAFF AND NON-SOLICITATION

16.1 In order to protect the legitimate business interests of each party, during the Term and for a period of twelve (12) months after termination of this MSA, neither party shall, either directly or indirectly:

16.1.1 solicit, entice, or induce any employee of the other party who was involved in the provision or receipt of the Services during the 12 months prior to termination, with a view to employing or engaging them; or

16.1.2 employ or engage any such employee of the other party.

16.2 This clause 16.1 shall not apply where an employee responds to a general public posting of an employment opportunity that is not targeted at employees of the other party.

16.3 If a party breaches clause 16.1, it shall pay to the other party by way of liquidated damages an amount equivalent to six (6) times the monthly gross salary of the employee. The parties acknowledge that this sum represents a genuine pre-estimate of the recruiting party's losses (including recruitment and training costs) and is not a penalty.

16.4 The provision in clause 16.3 shall be without prejudice to a party's ability to seek injunctive relief or other equitable remedies.

17. FORCE MAJEURE

17.1 Neither party shall be in breach of this MSA or liable for any default in the performance of its obligations arising from Force Majeure, provided that the affected party shall use reasonable endeavours to mitigate the effects of the Force Majeure event and resume performance as soon as reasonably practicable.

17.2 If a party is prevented from carrying out its obligations by Force Majeure, it shall notify the other party in writing within five (5) Business Days, providing details of the Force Majeure event and its expected duration.

17.3 If a Force Majeure event prevents performance for a continuous period in excess of 30 days, the parties shall enter into bona fide discussions with a view to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.

17.4 If such circumstances continue for more than three (3) months from the date of the notice given under clause 17.2, the party not affected by the Force Majeure may terminate this MSA (and all Service Agreements) by giving written notice to the affected party, such notice to be given while the Force Majeure circumstances are still continuing.

18. DISASTER RECOVERY

18.1 The Service Provider shall establish, maintain, and regularly test a Disaster Recovery Plan reasonable for a business of its type and size, designed to ensure the continuity of the Services in the event of a disaster or major incident.

18.2 The Disaster Recovery Plan shall include:

18.2.1 provision for business continuity and recovery of the Service Provider's ability to provide the Services;

18.2.2 the establishment and maintenance of a team of appropriate authority and seniority (including the Service Provider Client Manager where relevant) with overall responsibility to manage the plan in the event of activation;

18.2.3 provision for the recovery of computer and telecommunications operations, data administration, network support, technical and software support, and user services necessary for the Services; and

18.2.4 provision for ensuring compliance with the Service Provider's legal and regulatory obligations during and following a disaster.

18.3 The Service Provider shall test the Disaster Recovery Plan on a regular basis (at least annually) and provide a summary of the test results to the Client upon request.

18.4 Where the results of testing are not satisfactory for a business of the Service Provider's type and size, or where the Client highlights specific concerns, the Service Provider shall provide an action plan to address the issues and re-test within three (3) months.

19. COMPLIANCE

19.1 **Anti-Bribery:** Each party warrants that it shall comply with all applicable Anti-Bribery Laws and maintain its own policies and procedures to prevent any breach of Anti-Bribery Laws.

19.2 **Anti-Slavery:** The Service Provider warrants that in providing the Services, it will not do anything to place the Client in breach of any Anti-Slavery Laws. The Service Provider shall:

19.2.1 maintain appropriate arrangements (which may include policies, records, systems, procedures, and controls) to demonstrate its compliance with Anti-Slavery Laws;

19.2.2 implement due diligence procedures for its own suppliers and sub-contractors to ensure that there is no slavery or human trafficking in its supply chains;

19.2.3 include in its contracts with sub-contractors and suppliers anti-slavery and human trafficking provisions which are at least as comprehensive as those in this MSA; and

19.2.4 notify the Client immediately if it becomes aware of any actual or suspected slavery or human trafficking in its operations in connection with the Services.

19.3 The Client may request such information or assurance as is reasonable to confirm the Service Provider's compliance with this clause 19, and the Service Provider shall provide such information within 10 Business Days of request.

19.4 The Service Provider shall, if requested, certify to the Client annually in writing signed by one of its officers or directors, its compliance with the undertakings in this clause 19.

20. DISPUTE RESOLUTION

20.1 The parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this MSA.

20.2 If a dispute is not settled by informal negotiation, the matter shall be escalated to the Service Provider Account Executive and the Client Contract Executive. If it is not resolved within 14 days, it shall be escalated to a senior executive of each party.

20.3 If the dispute is not resolved within 30 days of the first escalation, the parties agree to refer their dispute to mediation in accordance with the (CEDR) Centre for Effective Dispute Resolution Model Mediation Procedure. Each party shall bear its own costs of participation in the mediation and share the mediator's costs and CEDR's administrative costs equally.

20.4 Nothing in this clause 20 shall prevent either party from seeking interim or injunctive relief (such as an injunction or specific performance) from a court of competent jurisdiction where necessary to protect its rights or prevent irreparable harm.

21. GENERAL

21.1 **Entire Agreement:** This MSA and its Schedules (together with any Service Agreements entered into pursuant to this MSA) constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any

previous agreement between the parties relating to those matters. Each party acknowledges that it has not relied on any representation, warranty, or statement made by the other party that is not expressly set out in this MSA, save for any fraudulent misrepresentation or fraudulent statement made by the other party.

21.2 Variation: No variation of this MSA shall be effective unless it is in writing and signed by or on behalf of each party. Each party may grant consent to variations for and on behalf of its Affiliates.

21.3 Severability: If any term or provision of this MSA is held in whole or in part to be illegal or unenforceable under any enactment or rule of law, such term or provision or part thereof shall to that extent be deemed not to form part of this MSA, and the enforceability of the remainder of this MSA shall not be affected.

21.4 Waiver: No failure or delay by either party in exercising any right or remedy provided by this MSA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.5 Third Party Rights: Save for the Indemnified Persons as set out in clause 12 who may enforce the indemnities granted to them, no person who is not a party to this MSA may enforce any term of this MSA pursuant to the Contracts (Rights of Third Parties) Act 1999.

21.6 Counterparts: This MSA may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

21.7 Assignment: Neither party shall assign, transfer, charge, or deal in any other manner with any of its rights or obligations under this MSA without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this MSA to an Affiliate upon written notice to the other party, and the Client may assign this MSA to a purchaser of all or substantially all of its business or assets.

21.8 Notices: Any notices to be given under this MSA shall be in writing and sent by email or first-class post to the address of the other party set out below (or as otherwise notified in writing):

To the Service Provider:

- **Address:** Third Floor, Bentima House, 168-172 Old Street, London, EC1V 9BP
- **Email:** legal@northdoor.com

- **For the attention of:** The Legal Department

To the Client:

- **Address:** [Client Registered Address]
- **Email:** [Client Contact Email]
- **For the attention of:** [Client Contact Name]

21.9 Notices shall be deemed received:

21.9.1 if delivered by email, on the date of transmission (if sent before 5:00 PM on a Business Day, otherwise on the next Business Day); or

21.9.2 if sent by first-class post, two (2) Business Days after posting.

21.10 In proving service by email, it shall be sufficient to prove that the email was sent to the email address specified in clause 21.8 (or as subsequently notified).

22. LAW AND JURISDICTION

22.1 This MSA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the law of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this MSA or its subject matter or formation (including non-contractual disputes or claims).

SIGNATURES - IN WITNESS WHEREOF the parties have caused this MSA to be executed by its duly authorised representatives on the date first above written.

Signed for and on behalf of [CLIENT NAME]	Signed for and on behalf of NORTHDOOR PLC
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

END of MASTER SERVICES DOCUMENT

SCHEDULE 1 – SERVICE AGREEMENT (TEMPLATE)

This is a copy of the standard Service Agreement template

Service Agreement No: [SA-NUMBER]

Effective Date: [DATE]

This Service Agreement (“**Service Agreement**”) is made pursuant to the Master Services Agreement by and between [CLIENT NAME] (“**Client**”) and NORTHDOOR PLC (“**Service Provider**”) dated [Date of MSA] (the “**MSA**”).

Terms used but not defined herein will have the meanings given to them in the MSA.

1. Service Overview

[Detailed description of the specific Services, Deliverables, and scope. Include:]

- What services will be provided
- What is specifically included
- What is specifically excluded
- Locations where services will be delivered
- Any dependencies or prerequisites
- Hours of service delivery

Service Categories: [Select applicable: Managed Line / Service Line / Application Line / Other]

2. TERM AND TERMINATION

Initial Term: This Service Agreement shall commence on the Effective Date and continue for an initial fixed period of [e.g., 12 / 24 / 36] months ("Initial Term").

Renewal: Following the Initial Term, this Service Agreement shall automatically renew for successive [e.g., 12-month] periods, unless terminated by either party giving at least [e.g., 90 days'] prior written notice, such notice to expire at the end of the Initial Term or any subsequent renewal period.

Early Termination: Either party may terminate this Service Agreement in accordance with the termination provisions of the MSA (clause 14).

Exit Requirements: [Specify any service-specific transition requirements, notice periods, or data migration obligations]

3. SERVICE LEVELS

[Insert the specific Service Levels, availability targets, response times, resolution times, etc. This may be a table or reference to a separate detailed SLA document attached as an appendix to this Service Agreement.]

Example Service Level Table:

Metric	Target	Measurement Method
System Availability	99.5% during Normal Business Hours	Automated monitoring
Priority 1 Response Time	1 hour	Time from ticket creation to first response
Priority 1 Resolution Time	4 hours	Time from ticket creation to resolution
Priority 2 Response Time	4 hours	Time from ticket creation to first response
Priority 2 Resolution Time	1 Business Day	Time from ticket creation to resolution

Exclusions from Service Levels: Service Level failures caused by Client Default, Force Majeure, or third-party failures outside the Service Provider's reasonable control shall not count against Service Level achievement.

4. SERVICE CREDITS (IF APPLICABLE)

[If Service Credits apply for Service Level failures, specify the calculation method and any caps]

Example Service Credit Structure:

Service Level Miss	Service Credit	Cap
Availability < 99.5% but ≥ 99.0%	5% of monthly fee for affected service	-

Service Level Miss	Service Credit	Cap
Availability < 99.0% but ≥ 98.0%	10% of monthly fee for affected service	-
Availability < 98.0%	15% of monthly fee for affected service	-
Maximum Service Credits per month	-	25% of monthly fee
Maximum Service Credits per year	-	Three months' fees

Claiming Service Credits: The Client must request Service Credits within 30 days of the end of the month in which the Service Level failure occurred. Service Credits shall be applied as a credit against the following month's invoice.

Sole Remedy: Service Credits (where specified) are the Client's sole and exclusive remedy for Service Level failures, except for termination rights under clause 14 of the MSA.

5. FEES

Pricing Model: [Specify which model applies]

Fixed Monthly/Annual Fees:

- [Service description]: £[amount] per [month/year]
- [Service description]: £[amount] per [month/year]
- **Total Fixed Fees:** £[amount] per [month/year]

Per-User/Per-Device Fees:

- [Service description]: £[amount] per user/device per month
- Current user/device count: [number]
- **Estimated Monthly Fee:** £[amount]

One-Time / Project Fees:

-
- **Payment Terms:** [e.g., "50% upon signing, 50% upon completion"]

Time & Materials Rates (for out-of-scope work):

- Consultant/Architect: £[amount] per day
- Senior Engineer: £[amount] per day
- Engineer: £[amount] per day
- **Minimum charge:** [e.g., 4 hours or 1 day]
- **Overtime rates:** Time & materials work outside Normal Business Hours charged at 1.5x standard rate

Annual Price Review: Fees shall be subject to annual review in accordance with clause 8.1 of the MSA. The Service Provider may increase Fees in line with UK CPI upon 60 days' written notice.

Invoicing Schedule: [e.g., "Monthly in advance for fixed fees; monthly in arrears for time & materials"]

Expenses: All reasonable, pre-approved out-of-pocket expenses incurred in providing the Services shall be reimbursed at cost upon presentation of receipts.

6. REPRESENTATIVES

The Client Representative shall be:

- Name: [Name]
- Role/Title: [Title]
- Email: [Email]
- Phone: [Phone]

The Service Provider Client Manager shall be:

- Name: [Name]
- Role/Title: [Title]
- Email: [Email]
- Phone: [Phone]

Service Reviews: The parties shall conduct Service Reviews [monthly / quarterly / as otherwise agreed] to review performance, discuss issues, and plan improvements.

7. CLIENT DEPENDENCIES

In addition to the Client Dependencies set out in clause 5 of the MSA, the Client shall provide the following specific to this Service Agreement:

[List service-specific dependencies, such as:]

- Access to specific systems, credentials, or environments
- Provision of specific hardware, software, or licenses
- Availability of specific Client personnel for meetings, testing, or approvals
- Timely provision of information, documentation, or decisions
- Compliance with any acceptable use policies specific to this service
- [Any other specific prerequisites or ongoing obligations]

Consequence of Non-Performance: Failure to provide the above dependencies shall constitute a Client Default under clause 5.3 of the MSA, relieving the Service Provider from Service Level obligations to the extent affected.

8. CHANGE CONTROL

Change Control Process: [Select one:]

- This Service Agreement shall follow the default Change Control process set out in clause 7.8 of the MSA
- This Service Agreement shall follow the specific Change Control process described below:

[If specific process, describe:]

- How changes are requested
 - How changes are assessed and quoted
 - Approval process and authorities
 - Implementation timelines
-

9. DATA PROCESSING DETAILS

The parties agree that the Data Processing Details for this Service Agreement, as required by clause 11.5 of the MSA and Article 28(3) of the UK GDPR, are as set out in Schedule 2 attached to this Service Agreement.

10. SERVICE-SPECIFIC TERMS

[Add any additional terms specific to this service that are not covered above, such as:]

- Specific compliance or regulatory requirements
 - Special security measures
 - Backup and disaster recovery provisions specific to this service
 - Reporting requirements
 - Key performance indicators beyond Service Levels
 - Escalation procedures
 - [Any other relevant provisions]
-

SIGNATURES

FOR AND ON BEHALF OF THE SERVICE PROVIDER

Signature:

Name:

Position:

Date:

FOR AND ON BEHALF OF THE CLIENT

Signature:

Name:

Position:

Date:

SCHEDULE 2 – DATA PROCESSING DETAILS (TEMPLATE)

To be completed for each Service Agreement and is added as an appendix in each service agreement

This Schedule 2 forms part of Service Agreement [SA-NUMBER] and provides the mandatory information required by Article 28(3) of the UK GDPR.

1. SUBJECT MATTER AND DURATION OF THE PROCESSING

Subject Matter: The provision of [Specify Service, e.g., "Managed Infrastructure Services" or "Application Support Services" or "Data Analytics Services"] as defined in Service Agreement [SA-NUMBER].

Duration: The Processing shall continue for the duration of Service Agreement [SA-NUMBER], including any renewal periods, and thereafter for such period as is necessary to comply with the Service Provider's obligations under clause 11 of the MSA and this Schedule 2.

2. NATURE AND PURPOSE OF THE PROCESSING

The Service Provider will Process Client Personal Data for the following purposes:

- To manage, monitor, support, and maintain the Client's IT infrastructure and systems
- To store, analyse, and/or process Client Personal Data in order to provide the Services specified in the Service Agreement
- To respond to service requests, incidents, and support tickets
- To generate reports and analytics as specified in the Service Agreement
- To fulfil the Service Provider's contractual obligations under the Service Agreement and the MSA
- To comply with legal and regulatory obligations applicable to the Service Provider
- [Add any other specific purposes]

Specific Processing Activities: [Describe what the Service Provider will actually do with the personal data, e.g.:]

- User account provisioning and management
- System access logging and monitoring

- Performance monitoring and analytics
 - Backup and disaster recovery
 - Security monitoring and incident response
 - Technical support and troubleshooting
 - [Other activities]
-

3. TYPE OF PERSONAL DATA BEING PROCESSED

The Client must specify what types of Personal Data will be Processed:

Standard Categories [tick applicable]:

- Names
- Email addresses
- Telephone numbers
- Job titles and roles
- Employer/organization
- Username and credentials (hashed)

Technical Data [tick applicable]:

- IP addresses
- Device identifiers (MAC addresses, hostnames)
- User IDs and login information
- System access logs
- Network traffic data
- Application usage data
- Performance metrics

Other Data [specify]:

- Financial information: [specify type]
- Customer/client data: [specify type]
- [Other - specify]:

Special Category Data (Article 9 UK GDPR)

⚠ WARNING: Processing Special Category Data involves significantly higher risk and requires additional safeguards

Special Category Data includes:

- Racial or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Trade union membership
- Genetic data
- Biometric data (for uniquely identifying a person)
- Health data
- Sex life or sexual orientation

Does this Service Agreement involve Processing Special Category Data?

- **NO** - No Special Category Data will be Processed (*recommended*)
- **YES** - Special Category Data will be Processed as follows:

If YES, specify:

- Type of Special Category Data: [specify]
- Lawful basis for Processing under Article 9(2) UK GDPR: [specify]
- Additional safeguards implemented: [specify]

Client Acknowledgment: The Client acknowledges that Processing Special Category Data involves heightened risk of regulatory penalties and reputational damage in the event of a Personal Data Breach, and the Client has considered whether such Processing is necessary for the Services.

4. CATEGORIES OF DATA SUBJECTS

The Client must specify whose Personal Data will be Processed:

[Tick all applicable and add details]

- **The Client's employees**, workers, contractors, and temporary staff
 - Approximate number: [specify]

- **The Client's customers or service users**
 - Type: [e.g., retail customers, citizens, tenants, policyholders]
 - Approximate number: [specify]
 - **The Client's suppliers and business contacts**
 - Approximate number: [specify]
 - **Children** (persons under 18 years of age)
 - Approximate number: [specify]
 - ⚠ Note: Processing children's data requires additional safeguards
 - **Vulnerable individuals** (e.g., patients, social care recipients)
 - Type: [specify]
 - ⚠ Note: Additional safeguards required
 - **Other:** [specify category and approximate number]
-

5. SUB-PROCESSORS

Sub-Processors authorised for this Service Agreement:

The Client provides general authorisation for the Service Provider to engage the following sub-processors for this Service Agreement:

Sub-Processor Name	Service Provided	Location of Processing
[e.g., Microsoft Azure]	[e.g., Cloud Infrastructure Hosting]	[e.g., UK South region]
[Add others]		

Changes to Sub-Processors: The Service Provider shall notify the Client of any proposed additions or replacements to the above list in accordance with clause 11.4.8 of the MSA. The Client may object within 30 days if the addition would cause the Client to violate applicable legal requirements.

No Sub-Processors: [] The Service Provider will not use any sub-processors for this Service Agreement.

6. INTERNATIONAL TRANSFERS

Will Client Personal Data be transferred outside the United Kingdom?

- **NO** - All Processing will take place within the United Kingdom
- **YES** - Client Personal Data will be transferred as follows:

Destination Country/Territory	Reason for Transfer	Safeguard Applied
[e.g., European Economic Area]	[e.g., Cloud provider data centre]	[e.g., UK-EU adequacy decision / UK Addendum to EU SCCs]

Client Consent: By signing this Service Agreement, the Client consents to the international transfers identified above, provided the Service Provider implements the safeguards specified and complies with Chapter V of the UK GDPR.

7. TECHNICAL AND ORGANISATIONAL MEASURES (TOMs)

The Service Provider shall implement and maintain the following technical and organisational measures to protect Client Personal Data:

Access Control:

- Multi-factor authentication for system access
- Role-based access control (RBAC)
- Regular access reviews
- Immediate revocation of access upon termination

Data Security:

- Encryption of data at rest [specify: AES-256 or equivalent]
- Encryption of data in transit [specify: TLS 1.2+ or equivalent]
- Regular security patching and updates
- Anti-malware and endpoint protection
- Intrusion detection and prevention systems

Organisational Measures:

- Information security policies and procedures (ISO 27001 certified / aligned)
- Regular security awareness training for Personnel
- Confidentiality agreements with all Personnel

- Incident response and breach notification procedures
- Business continuity and disaster recovery plans

Monitoring and Testing:

- Continuous security monitoring
- Regular vulnerability assessments
- Penetration testing [specify frequency: annual/bi-annual]
- Security audit trails and logging

Physical Security (if applicable):

- Secure data centre facilities with access controls
- CCTV surveillance
- Environmental controls (fire suppression, temperature/humidity)

Additional Measures: [Specify