

Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made and entered into as of this XXXXXXXX ("**Effective Date**"), by and between MMT Limited, (trading as MSQ DX), a company having its registered address at 1a Uppingham Gate, Ayston Road, Uppingham, Oakham, Rutland, LE15 9NY (registered company number 03681297) ("**MMT LTD**"),

And XXXXXXXX company registered in England having its registered address at XXXXXXXX ("**The Client**").

For and in consideration of the mutual promises, representations and covenants set forth herein, MSQ DX and The Client agree as follows:

1. Definitions

The following terms shall have the following meanings for the purposes of this Agreement:

- 1.1. **Acceptance** means acceptance by The Client as set out in each Statement of Work
- 1.2. **Client Personal Data** means any personal data supplied to MSQ DX by or on behalf of the Client, together with any personal data sourced by MSQ DX in the course of the supply of the Services
- 1.3. **Client Systems** means any information technology system or systems owned or operated by the Client from which Client Personal Data is accessed by MSQ DX to perform the Services as further detailed in the relevant Statement of Work for the Services.
- 1.4. **Data Protection Laws** means all applicable laws by relevant supervisory authorities relating to data protection, the processing of personal data and privacy, including:
 - 1.4.1. the Data Protection Act 2018;
 - 1.4.2. (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679;
 - 1.4.3. the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and
 - 1.4.4. any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union.

References to "**Data Subjects**", "**Personal Data**", "**Process**", "**Processed**", "**Processing**", and "**Data Processor**" have the meanings set out in, and will be interpreted in accordance with:

- a) in respect of processing undertaken on or before 24 May 2018, the Data Protection Act 1998;
- b) in respect of processing undertaken on or after 25 May 2018, the General Data Protection Regulation (EU) 2016/679; and

in respect of processing undertaken on or after the date on which legislation comes into force that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, that legislation.

- 1.5. **Excluded License** means any license which requires, as a condition of use, copying, modification and/or distribution of the software subject to the license, that the software, any modification or adaptation of the software, or other software combined and/or distributed with it, be: (i) disclosed or distributed in source code form; or (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Excluded License shall include without limitation all software distributed under any version of the GNU General Public License, the GNU Affero General Public License or GNU Lesser/Library GPL and any other licence as The Client may in its discretion advise from time to time.
- 1.6. **MSQ DX Systems** means any information technology systems used by MSQ DX (or a third party engaged by MSQ DX) to provide the Services in accordance with this Agreement.
- 1.7. **OSS** means any software licensed under an Open Source Initiative Approved License, a list of which is currently available at <http://opensource.org/licenses/alphabetical>.
- 1.8. **Intellectual Property Rights** means any patents, copyright and related rights (including source code), registered and unregistered design rights, trade marks, trade secrets, know-how, database rights and all other similar or corresponding proprietary rights (whether registered or unregistered) and all applications for the same, anywhere in the world
- 1.9. **The Client's Work Product** means materials created by MSQ DX as a result of performing Services under this Agreement
- 1.10. **Pre-existing Content** means materials created by MSQ DX prior to performing Services under this Agreement
- 1.11. **Regulator** means any regulatory body with responsibility for ensuring compliance with Data Protection Law.
- 1.12. **Reimbursable Expenses** means all approved travel and other expenses reasonably and necessarily incurred by MSQ DX or its staff in connection with the performance of the Services
- 1.13. **Security Breach** means any security breach relating to Client Personal Data which is determined by the Client to be sufficiently serious or substantial to justify notification to a Regulator and/or a data subject in accordance with Data Protection Law.

- 1.14. **Services** means services set forth in the "Description of Services and Deliverables" section in each Statement(s) of Work subject to this Agreement executed by both The Client and MSQ DX following the template in Schedule 1.
- 1.15. **Service Fees** means the charges set out in each Statement of Work.
- 1.16. **Third Party Matter** means any material that is owned by any third party
- 1.17. **Year** means the 12-month period starting on the Effective Date and on each anniversary of the Effective Date during the Term

2. Services

- 2.1. MSQ DX agrees to perform for The Client the Services.
- 2.2. Any special requirements for format or standards to be followed shall be set forth in a Statement of Work.
- 2.3. The parties agree that such Statement(s) of Work, once executed by the parties, shall be subject to the terms and conditions of this Agreement and in the event of a conflict between such Statement(s) of Work and this Agreement, this Agreement shall prevail.
- 2.4. MSQ DX shall ensure continuity of service and team retention to The Client and shall cooperate with The Client to review its organizational measures to facilitate this. MSQ DX shall fill any vacancies in its team relating to any signed Services within no more than 25 working days.
- 2.5. MSQ DX shall keep The Client informed on an ongoing basis of any further developments to any software it may have used to provide the Services and the impact such further developments may have on The Client business.

3. Term

- 3.1. This Agreement shall commence on the Effective Date. It shall continue until terminated in accordance with the provisions in this Agreement. Both parties may extend the term of any Statement(s) of Work for additional periods as agreed to in writing.

4. Services Fees

- 4.1. In consideration of the provision of the Services by MSQ DX, The Client shall pay the **Service Fees**, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 4.2 shall apply if MSQ DX provides Services on a time and materials basis, and clause 4.3 shall apply if MSQ DX provides Services for a fixed price. The remainder of this clause 4 shall apply in either case.

4.2. Where Services are provided on a time and materials basis:

- 4.2.1. The charges payable for the Services shall be calculated in accordance with MSQ DX's standard daily fee rates for MSQ DX's team less any agreed discount.
 - 4.2.2. MSQ DX's standard daily fee rates for each individual person are calculated on the basis of a seven-hour working day, typically worked between 9 am and 5.30 pm on weekdays (excluding public holidays in England).
 - 4.2.3. MSQ DX shall charge on a pro-rata basis for part-days worked by the MSQ DX's team.
 - 4.2.4. MSQ DX shall ensure that all members of the MSQ DX team complete online time sheets recording time spent on the Services, and MSQ DX shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 4.2.5; and
 - 4.2.5. MSQ DX shall invoice The Client monthly in arrears for its charges for time and Reimbursable Expenses (together with VAT where applicable) for the month concerned. Each invoice shall set out the total amount due, and refer to a document which contains the time spent by each member of MSQ DX's team and provide a detailed breakdown of any Reimbursable Expenses, accompanied by the relevant receipts.
 - 4.2.6. The standard daily fees are reviewed on an annual basis, with any changes agreed with The Client and reflected in the subsequent Statement of Work(s).
- 4.3. Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Statement of Work. The total price shall be paid to MSQ DX on Acceptance of all the Services and Deliverables set out in the Statement of Work. After MSQ DX has received written notice of Acceptance thereof, MSQ DX shall invoice The Client for the charges that are then payable, together with Reimbursable Expenses (and VAT, where applicable).
- 4.4. The Client shall reimburse MSQ DX for Reimbursable Expenses provided that The Client will only pay Reimbursable Expenses if it has approved them in advance of being incurred and in writing and further provided that MSQ DX's invoice is accompanied by the relevant receipts.
- 4.5. All charges quoted to The Client shall be exclusive of VAT, which MSQ DX shall add to its invoices at the applicable rate.
- 4.6. The Client shall pay each invoice which is properly due and submitted to it by MSQ DX, within 30 days of receipt, to a bank account nominated in writing by MSQ DX.
- 4.7. MSQ DX shall maintain complete and accurate records of the time spent and materials used by MSQ DX in providing the Services in such form as The Client shall approve. MSQ DX shall allow The Client to inspect such records at all reasonable times on request.
- 4.8. The Client may, without limiting any other rights or remedies it may have, set off any amounts owed to it by MSQ DX against any amount's payable by The Client.
- 4.9. MSQ DX will levy interest on all invoices presented to the Client which are not paid by the relevant due date at the annual rate of 4% above the base rate from time to time of Barclays Bank plc. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which MSQ DX receives the full outstanding amount together with all accrued

interest. This right extends to any part of an invoice of which payment is withheld should it be subsequently established that the amount in question was invoiced in accordance with this Agreement.

5. Engagement Assumptions

- 5.1. In the event any assumptions contained in the Statement of Work or other documentation agreed to by the parties are not met or turn out to be inaccurate, the cost and delivery of the Services may be impacted. In such an event, The Client agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule of delivery and revised payment of Services Fees, and/or Reimbursable Expenses.
- 5.2. The Client understands that MSQ DX's performance hereunder is dependent on The Client's timely decisions and approvals. MSQ DX shall be entitled to rely on all of The Client's decisions and approvals in connection with the Services. Because of the importance of such information to the Services, The Client agrees that MSQ DX shall not be in breach of this Agreement for failure to perform Services to the extent such failure is attributable to any false, inaccurate or incomplete information provided by The Client.

6. Access And Use of Resources

- 6.1. The Client agrees to provide MSQ DX with reasonable assistance, cooperation and access to The Client's staff, materials and resources, as necessary, for MSQ DX's performance of the Services.
- 6.2. The Client shall use MSQ DX's supplied or recommended tools for document sharing, collaboration and defect-tracking in providing the Services. MSQ DX shall comply with The Client's governance meeting requests and project data reporting requests (including but not limited to dashboards and metrics).

7. Confidential Information

- 7.1. "Confidential Information" shall mean any information in any form (whether in writing, in digital form or communicated verbally or visually, whether or not marked confidential): (i) relating to either party's products, any software developed or to be developed for The Client, plans, any pricing, any marketing and sales plans, launch dates; (ii) information relating to either party's administrative, financial or operational arrangements (this is deemed to include, but not be limited to, transactions, trade secrets, financial information, and information either party provides regarding business systems, processes, methodologies, financial, proprietary systems or application programs); (iii) any information derived from any of the above; (iv) all information designated as confidential or which ought reasonably to be considered confidential; (v) any copy of any of the foregoing, and (vi) excluding any Client Personal Data (data protection obligations are dealt with in clause 9). During the term of this Agreement and for a period of two (2) years after termination or expiration of this Agreement for any reason, the following obligations shall

apply when one party ('**the Disclosing Party**') discloses Confidential Information to the other party ('**the Receiving Party**').

7.2. Subject to clause 7.3, the Receiving Party:

- 7.2.1. shall only make Confidential Information available to any person (whether an employee, contractor, adviser, agent, director or otherwise) who needs to know this Confidential Information for the purposes of this Agreement ("Authorised Person") and the Receiving Party will ensure such Authorised Person will comply with the terms of this Clause and Receiving Party shall immediately remove all access to Confidential Information for persons who cease to be Authorised Persons (such as former employees or subcontractors)
- 7.2.2. may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement; and
- 7.2.3. shall cause all Authorised Persons to, hold Confidential Information in strictest confidence, using such security measures as it does for its own confidential information and under no circumstances use security measures less than best industry standard measures; and
- 7.2.4. will upon the Disclosing Party's written request promptly deliver or, at the Disclosing Party's option, destroy, all written and other physical copies of Confidential Information provided.

7.3. The obligations of confidence referred to in all provisions of this clause shall not apply to any Confidential Information which:

- 7.3.1. is in the public domain prior to its receipt by the Receiving Party; or
- 7.3.2. is independently developed by the Receiving Party; or
- 7.3.3. is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party; or
- 7.3.4. is required to be disclosed by any applicable law or regulation, rules of stock exchange or an order of a court.

7.4. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.

7.5. The obligations of the parties under all provisions of this clause shall survive the date of termination of this Agreement.

8. Use of Work Product; Intellectual Property (IP) Rights.

8.1. MSQ DX shall have all right, title and interest, including Intellectual Property Rights with respect to, and shall be free to use **Pre-existing Content**; as well as concepts, techniques, know-how,

practices, methodologies, refinements to methodologies, processes, and/or procedures used and developed under this Agreement.

- 8.2. MSQ DX shall not use in delivering the Services or combine with The Client Work Product any Pre-existing Content, OSS or Third-Party Matter without The Client's express prior written consent. If MSQ DX wishes to use any OSS, Third Party Matter or Pre-Existing Content in delivering the Services or incorporate into the Client Work Product, it shall notify The Client of such use in advance and ask for permission for such use.
- 8.3. Subject to Clause 8.1 and the rights of any third parties in Third Party Matter and OSS:
 - 8.3.1. The Client shall have all right, title and interest, including in **Intellectual Property Rights** with respect to **The Client Work Product**; including without limitation all documentation, object code, source code, and look and feel related to such materials; and
 - 8.3.2. MSQ DX hereby irrevocably assigns to The Client in perpetuity and with full title guarantee and free from all encumbrances all right, title, and interest including but not limited to its Intellectual Property Rights in and to The Client Work Product and in any documentation relating to The Client Work Product and MSQ DX shall have no ownership rights of any kind whatsoever with respect thereto. Without limiting the generality of the foregoing, MSQ DX acknowledges and agrees that The Client shall have the right to publish, reproduce, modify, adapt, translate, customise, register any rights in The Client's name, sell, publish in all languages and in all formats and media now known or hereafter created, combine or use with other The Client or third-party materials and otherwise utilise and exploit The Client Work Product, unless otherwise agreed upon in writing.
- 8.4. MSQ DX hereby grants The Client, and shall procure that third party licensors of Third Party Matter and OSS grant to The Client, a perpetual, irrevocable, non-exclusive, royalty-free, and world-wide licence to use, modify, enhance, reverse engineer and sub-license the Pre-existing Content, OSS or Third Party Matter as it is incorporated into The Client Work Product.
- 8.5. MSQ DX waives and has obtained from all authors of all software and/or software documentation delivered as part of the Services absolute, irrevocable and unconditional waivers in relation to all moral rights which subsist in such software and/or software documentation by virtue of Chapter 4 of the Copyright, Designs and Patents Act 1988 (as may be amended from time to time) and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.
- 8.6. MSQ DX shall enter into all agreements and execute all documents necessary to fulfil its obligations under this clause 8.

9. Data Protection

- 9.1. If as a result of this Agreement MSQ DX is required to process Client Personal Data, the Client and MSQ DX intend that the Client is the data controller and MSQ DX is the data processor in

respect of any Client Personal Data. If a party considers that its status as a data controller or a data processor has changed, it shall promptly notify the other party and provide details of the grounds on which such notification is made. The parties shall then meet, discuss in good faith and agree any further actions to be conducted by one or both parties arising from such notification including making equitable amendments to this Agreement to ensure that each party continues to comply with its respective obligations under Data Protection Law.

9.2. MSQ DX will:

- 9.2.1. process the Client Personal Data only to the extent, and in such a manner, as is necessary for the purposes of MSQ DX's supply of the Services in accordance with this Agreement and in accordance with the Client's written instructions from time to time (provided they are compatible with such supply) and MSQ DX shall not process, or permit the processing, of the Client Personal Data for any other purpose unless required to do so by law or a Regulator;
 - 9.2.2. taking into account the nature of the Services, assist the Client by using appropriate technical and organisational measures, insofar as reasonably possible, to assist the Client to fulfil its obligation to respond to requests, connected to this Agreement, from data subjects who are exercising their rights under Data Protection Law;
 - 9.2.3. keep a record of any processing of the Client Personal Data carried out in the course of the Services and of its compliance with its obligations set out in this Agreement ("Records").
 - 9.2.4. when using the Client Systems, comply with the Client's security policies governing access to such systems where these have been provided to, and approved by, MSQ DX in advance of the Effective Date.
 - 9.2.5. comply with its obligations as a data processor under Data Protection Law; and
 - 9.2.6. having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures to ensure a level of security for the Client Personal Data appropriate to the risk on the rights and freedoms of the data subjects including as considered appropriate by MSQ DX:
- 9. the pseudonymisation and encryption of the Client Personal Data.
 - 10. the ability to ensure the on-going confidentiality, integrity; availability and resilience of the Client Personal Data.
 - 11. the ability to restore the availability and access to the Client Personal Data in a timely manner in the event of a physical or technical incident; and
 - 12. a process of regularly testing, assessing, and evaluating the effectiveness of the technical and organisational measures referred to in this clause.

9.3. Without prejudice to its other obligations in this Agreement, MSQ DX shall take reasonable steps to ensure that its employees and contractors who have access to the Client Personal Data are under an obligation of confidence in relation to the Client Personal Data.

9.4. If MSQ DX receives any written complaint, notice or other written communication which relates to the processing of the Client Personal Data or to either party's compliance with Data Protection Law in respect of this Agreement, it shall promptly notify the Client, and MSQ DX shall provide the Client with reasonable co-operation and assistance in relation to any such complaint, notice or communication at the Client's cost, unless such complaint, notice or communication directly

relates to MSQ DX's breach of its obligations in this Agreement, in which case such co-operation and assistance shall be at MSQ DX's cost.

- 9.5. MSQ DX shall provide the Client with reasonable co-operation and assistance in relation to the Client's obligations under Data Protection Law in respect of this Agreement taking into account the nature of the Services and the information available to MSQ DX including:
- 9.5.1. any lawful request made by a data subject to have access to the Client Personal Data relating to that person.
 - 9.5.2. the Client's obligations to report a Security Breach to Regulators and data subjects and in the Client's dealings with Regulators.
 - 9.5.3. providing the Client and Regulators with all information and assistance necessary to demonstrate that the Services comply with applicable Data Protection Law.
- 9.6. Without prejudice to clause 9.14, the cost of the co-operation and assistance referred to in clause 9.5 shall be at the Client's sole cost unless such co-operation and assistance directly relates to MSQ DX's breach of its obligations in this Agreement in which case such co-operation and assistance shall be at MSQ DX's cost.
- 9.7. If MSQ DX:
- 9.7.1. becomes aware of any unauthorised or unlawful processing of any Client Personal Data or that any Client Personal Data is irretrievably or permanently lost or destroyed or has become irretrievably or permanently damaged, corrupted or unusable; or
 - 9.7.2. becomes aware of any Security Breach MSQ DX shall, without undue delay, on becoming aware of any matter described in this clause 9.7 notify the Client.
- 9.8. Where the Client authorises MSQ DX to appoint a third party to process the Client Personal Data (a "**Sub-processor**") MSQ DX shall ensure that the Sub-processor's contract is on terms that are the same as or similar to, in all material respects, those set out in clauses 9.2, 9.3, 9.4, 9.5, 9.7, 9.8 and 18.4 of this Agreement. The Client hereby irrevocably approves MSQ DX's use of any Sub-processors which MSQ DX deems necessary to provide the Services in accordance with this Agreement. [Without prejudice to the foregoing, the Client hereby approves those Sub-processors set out in Schedule 2¹.]
- 9.9. Where MSQ DX believes that the Client's instructions to MSQ DX under clause 9.2.1 conflict with the requirements of Data Protection Law or other applicable laws MSQ DX shall as soon as possible notify the Client and provide reasonable details in support.

¹Note to MSQ DX: Include this sentence and use Schedule 2 if you engage any subcontractors who will be handling any of the Client Personal Data. List all of those subcontractors in Schedule 2.

- 9.10. MSQ DX shall not transfer any Client Personal Data outside the UK or European Economic Area without the prior written consent of the Client.
- 9.11. The Client shall comply with its obligations under Data Protection Law, including as a data controller of the Client Personal Data.
- 9.12. The Client shall indemnify MSQ DX on demand against all claims (including without limitation any claim or action brought by a data subject), liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MSQ DX arising out of the Client's breach of its obligations in this Agreement, including any failure by the Client to obtain any and all necessary consents.
- 9.13. The Client acknowledges that MSQ DX is reliant on the Client for instructions as to the extent to which, the manner in which and the purpose for which MSQ DX can process the Client Personal Data. MSQ DX will not be liable for any loss, damage or claim, including a claim brought by a data subject, to the extent that such loss, damage or claim results from the Client's instructions or the Client's breach of its obligations.
- 9.14. Notwithstanding anything else in this Agreement, MSQ DX shall be entitled to adjust the Service Fees (including the fixed costs) on written notice to the Client if the Client exercises its rights, or MSQ DX complies with its obligations in respect of Client Personal Data, in a manner that MSQ DX considers, acting reasonably, causes or is likely to cause MSQ DX to incur additional costs or resource.
- 9.15. Nothing in this Agreement shall oblige MSQ DX to do or not to do anything that would breach any applicable law or put MSQ DX in breach of any duty of confidentiality that it owes to any third party

10. Employees of MSQ DX

- 10.1. MSQ DX is an independent contractor and neither MSQ DX nor MSQ DX's employees are, or shall be deemed to be, employed by The Client. MSQ DX is, and shall remain, an independent contractor responsible for the obligation to pay all employment taxes and charges, income taxes and social security contributions for its employees performing Services hereunder.
- 10.2. As permitted by law, MSQ DX's personnel shall observe The Client's working hours, working rules and holiday policy for Services performed at The Client's premises.

11. Subcontractors

- 11.1. If it becomes necessary for MSQ DX to contract with subcontractors to assist in the performance of Services, MSQ DX shall obtain The Client's permission and subcontractor shall execute an agreement containing provisions of the character, scope and purpose of clauses 7, 8 and 9

above. In any event, MSQ DX shall be responsible and liable for any breach of this Agreement by such subcontractor and its employees.

12. Solicitation of Personnel

- 12.1. During the term of this Agreement and for twelve (12) months thereafter, the Client agrees not to solicit the employment of, hire, employ or retain either directly or by directing an agent to specifically solicit any employee, contractor or other personnel of MSQ DX who was introduced to it in connection with this Agreement without the consent of MSQ DX. This clause includes restricting the Client from employing an individual who responds to a job advertisement either during or within twelve (12) months of leaving their employment or contract with MSQ DX. If the Client does break the terms of this clause and employs an employee from MSQ DX, the Client will pay £75,000 in compensation (a fair value assessment of the cost to MSQ DX for loss of earnings, recruiting and training a replacement individual).

13. Warranties

- 13.1. MSQ DX warrants and represents that the Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards.
- 13.2. MSQ DX warrants and represents that each of its employees, agents, or representatives assigned to provide Services under this Agreement to The Client shall have the proper skill, training and background so as to be able to perform in a competent and professional manner, and that all Services will be so performed in a manner compatible with The Client's business operations.
- 13.3. MSQ DX further warrants and represents that, in performing the Services:
- 13.3.1. it will strictly comply with the descriptions and representations of The Client (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear in the Statement of Work.
 - 13.3.2. the Services and all work provided including The Client Work Product will not be in violation of any applicable law, rule, or regulation, and MSQ DX will have obtained all licences or permits required to comply with such laws and regulations; and
 - 13.3.3. the Services and all work provided including The Client Work Product will not violate or in any way infringe upon the rights of third parties, including without limitation property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any other Intellectual Property Rights.
- 13.4. MSQ DX does not warrant, nor will MSQ DX be responsible for, the performance of any products created by a party other than MSQ DX or its agents or Subcontractors provided that this does not absolve MSQ DX from its responsibility for any changes or modifications it or its agents/subcontractors made to such products.

- 13.5. MSQ DX represents, warrants and undertakes that the Services will not include software, documentation, or other materials that, in whole or in part, are governed by or subject to an Excluded License, or that would otherwise cause The Client Work Product and any Pre-Existing Content used to produce The Client Work Product or any software, technology or other matter used by The Client in any way whatsoever to be subject to the terms of an Excluded License.
- 13.6. Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

14. Limitation of Liability; Insurance.

- 14.1. During the term of this agreement, MSQ DX shall maintain in force, with a reputable insurance company: (i) professional indemnity insurance in an amount not less than £2,000,000 and (ii) professional "errors and omissions" insurance in the amount of at least £2,000,000 for each claim covering negligent acts, errors or omissions in the performance of professional services under this Agreement. MSQ DX shall, on The Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
- 14.2. Without prejudice to the Service Fees payable to MSQ DX and except as expressly set out in this clause 14, in no event will either party be liable to the other party in respect of any Year for any amounts in excess of the Service Fees paid or payable hereunder in respect of that Year.
- 14.3. Nothing in this Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
- 14.4. The provisions of this clause shall survive termination of this agreement, however arising.

15. Consequential Damages Waiver

- 15.1. Except as otherwise provided for hereunder, neither party will be liable to the other for any special, indirect, consequential, incidental or exemplary damages including without limitation, damages for loss of MSQ DX's business profits, cost of procurement of substitute goods, technology or services, business interruptions or loss of information, even if the other party has been advised of the possibility of such damages. This section does not limit MSQ DX's liability for bodily injury of a person, death, or physical damage to property or for indemnification as stated in Section 14 (Indemnity; Insurance).

16. The Client Network and Computer Use

- 16.1. MSQ DX acknowledges that The Client may provide network access and computer use of The Client's and its third parties' hardware, software, computer systems and networking components ("The Client Network and Computer Systems"). In furtherance thereof, MSQ DX agrees that its use (and the use by its employees, consultants and agent) of The Client Network and Computer Systems shall be qualified and restricted as follows:
- 16.1.1. Access to The Client Network and Computer Systems has been provided for purposes related to the business of The Client. Any other use of The Client Network and Computer Systems is strictly prohibited.
 - 16.1.2. Access will be given to certain designated areas and services of The Client Network and Computer Systems. MSQ DX will restrict use of The Client Network and Computer Systems to such designated areas. MSQ DX will not attempt to access areas of The Client Network and Computer Systems other than those areas to which MSQ DX has been specifically granted access by The Client.
 - 16.1.3. The Client may monitor activities of MSQ DX and audit its use of The Client Network and Computer Systems and such monitoring by The Client may occur without MSQ DX's knowledge.
 - 16.1.4. MSQ DX is responsible for its use of The Client Network and Computer Systems and will maintain the secrecy and security of any and all accounts, access privileges, and passwords issued and further agrees to use reasonable efforts to prevent others from using such accounts, access privileges and passwords.
 - 16.1.5. MSQ DX will have access to certain software owned by The Client or its third-party licensors. MSQ DX will not make copies or derivative works of such software or decompile any source code relating thereto without the explicit permission of The Client or its licensors.
 - 16.1.6. MSQ DX may have the ability to delete certain information from The Client Network and Computer Systems. MSQ DX will not delete or erase any information which may be owned by or of value to The Client without authorisation of The Client.
 - 16.1.7. Viruses or other malicious software are a threat to The Client Network and Computer Systems. MSQ DX will not load or run any software on The Client Network and Computer Systems except as required by The Client and authorised in writing or electronic mail (e-mail).
 - 16.1.8. MSQ DX may be given access to e-mail and will abide by The Client's policies and procedures concerning the security of e-mail transmissions.
 - 16.1.9. MSQ DX will not use The Client Network and Computer Systems to commit or participate in any unlawful activity, including using The Client Network and Computer Systems for harassment, theft, or the storage, receipt or dissemination of obscene materials, viruses or other malicious software.
 - 16.1.10. Any privately owned computing device of MSQ DX or its employees, consultants or agents ("POD") that is used to connect to The Client Network and Computer Systems must meet the following requirements:
 - 16.1.10. The Client licensed software will not be installed on PODs unless explicitly stated by The Client.

- 16.1.11. PODs are not entitled to The Client support services.
- 16.1.12. PODs must be compliant with all The Client hardware, software and security standards. This includes anti-virus software running the latest virus definition patterns and any critical security patches required to protect the device from outside vulnerabilities.
- 16.1.13. PODs must not be connected to any other network at the same time as it is connected to The Client Network and Computer Systems.
- 16.1.14. PODs may not be reconfigured for the purpose of split-tunnelling or dual homing (multiple network cards).

17. Termination Without Cause

- 17.1. Either party may at any time and without cause terminate this Agreement in its entirety or in respect of only individual Statement(s) of Work by giving the other party no less than 30 calendar days' prior written notice. MSQ DX will continue to provide Services to The Client at the rates set out in the applicable Statement(s) of Work during the notice period.

18. Consequences of Termination

- 18.1. Upon termination of this Agreement in its entirety for any reason, all Statements of Work shall automatically terminate.
- 18.2. Upon termination of an individual Statement of Work only, this Agreement shall remain in effect with respect to all remaining Statement(s) of Work not so terminated.
- 18.3. In the event of termination of this Agreement or a Statement of Work The Client shall pay MSQ DX all Services Fees, Reimbursable Expenses and other expenses provided for in this Agreement, accrued and approved as completed as of the date of such termination with respect to the Agreement or Statement of Work so terminated
- 18.4. On any termination of this Agreement for any reason:
 - 18.4.1. MSQ DX shall as soon as reasonably practicably return or destroy (as directed in writing by the Client) all Client Personal Data and all information and other materials provided to it by or on behalf of the Client in connection with this Agreement;
 - 18.4.2. if the Client elects for destruction rather than return of the materials under the previous sub-clause MSQ DX shall as soon as reasonably practicable ensure that they are destroyed and that all Client Personal Data is deleted from MSQ DX's System.
- 18.5. Clauses 8 (Use of Work Product; IP rights), 13 (Warranties), 14 (Indemnity; Insurance) shall survive termination for any reason.

19. Termination For Breach; Insolvency.

- 19.1. Either party may terminate this Agreement in its entirety or in respect of individual Statement(s) of Work only upon thirty (30) days' written notice, which notice identifies specifically a material

breach of this Agreement or a Statement of Work provided the breaching party shall not have cured such breach within such thirty day period.

- 19.2. Either Party may terminate this Agreement with immediate effect if the other party is unable to pay its debts as they become due or makes arrangements with its creditors generally or a receiver or administrator is appointed over any of its assets or goes into liquidation or ceases to trade or takes or is subject to any similar action in consequence of debt under the law of any jurisdiction.

20. Governing Law

- 20.1. This Agreement, its interpretation and any non-contractual obligations arising from or connected with it will be governed by and construed in accordance with the substantive laws of England and Wales without giving effect to the principles of conflict of law thereof and shall be subject to the exclusive jurisdiction of the English courts.

21. Notices

- 21.1. Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the mail, postage prepaid, registered or certified mail, and addressed:

- a. If to MSQ DX, at:

MMT Limited
1a Uppingham Gate
Ayston Road
Uppingham
Oakham
Rutland
LE15 9NY
Attention: Guy Hunsworth & Rebecca Crook

- b. If to The Client, at:

XXXXXXXX
XXXXXXXX
XXXXXXXX
XXXXXXXX
XXXXXXXX
XXXXXXXX
XXXXXXXX
Attention: XXXXXXXX

or such other address as may from time to time be specified in writing given by the parties.

- 21.2. Any notice or other information given by post pursuant to this clause which is not returned to the sender as undelivered shall be deemed to have been given on the second business day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 21.3. Any notice or other information sent by facsimile transmission or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by registered post to the other party at the address referred to in this clause within 24 hours after transmission.

22. Severability

- 22.1. If any Clause or other provision in this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable:
- 22.1.1. such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect; and
- 22.1.2. the Clause shall be deemed replaced by a provision which is as close as is legally permissible to the provision found invalid or unenforceable.

23. Force Majeure

- 23.1. Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including, without limitation, fire, war, riots, acts of any civil or military authority, acts of God or judicial action ("Force Majeure Event"), provided the same arises without the fault or negligence of such Party. In a Force Majeure Event, the affected party shall promptly notify the other of the nature and extent of the Force Majeure Event and the length of time expected until normal service can be resumed. MSQ DX cannot claim relief from a Force Majeure Event to the extent that it should have taken prudent precautions against such event including but not limited to its obligations under Clause [24] but has failed to do so.
- 23.2. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, provided that, if any Force Majeure Event continues for a period of or exceeding 30 calendar days, any of the Parties may terminate this Agreement immediately by written notice to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

24. Business Continuity Management Program

- 24.1. MSQ DX will maintain a Business Continuity Management Program ("BCMP") throughout the term of this Agreement. The BCMP will ensure that MSQ DX can in the event of a disruption achieve the maximum period during which data might be lost due to a disruption ("Recovery Point Objective" or "RPO") of 24 business hours and the duration of time and service level within which service must be restored after the disruption ("Recovery Time Objective" or "RTO") of 48 hours.
- 24.2. As a minimum, MSQ DX will address the following as part of the BCMP:
- 24.2.1. Risk Assessment: Conduct a formal risk assessment of the locations considered for recovery. The risk assessment must include all probability events that can impact the continuity of MSQ DX's services to The Client.
 - 24.2.2. Business Impact Analysis (BIA): Develop a business impact analysis (BIA) that includes all key processes necessary for a business recovery that meets the RPO and RTO defined above. The BIA must identify the recovery requirements in the following resource groups:
people, work area, applications/systems, data and dependencies (upstream and downstream)
 - 24.2.3. Continuity Strategies: Using the high probability events identified in the risk assessment, identify recovery strategies that address each resource group.
 - 24.2.4. Incident Management: Develop an Incident Management Plan (IMP) that defines the role of The Client and any communications regarding the status of MSQ DX services provided to The Client. The IMP must include the activation criterion and identification of the incident management team members and their roles.
 - 24.2.5. Business Recovery: Develop a business recovery plan (BRP) that identifies all tasks necessary to complete the recovery of the processes identified in the BIA. The tasks must support the recovery strategies and have an assigned owner for execution. In addition to recovery of the processes, the BRP must address the tasks necessary for a "return to normal" state.
 - 24.2.6. IT Disaster Recovery: Develop a disaster recovery plan (DRP) that defines the tasks (and task owners) for all technical requirements identified in the BIA. The technical requirements shall include applications, systems, hardware, software and infrastructure. The DRP must also address the "return to normal" tasks.
- 24.3. MSQ DX shall test the BCMP on a regular basis (and, in any event, not less than once in every 12-month period) to determine the objective, scope, participants and any actions required to address deficiencies and/or improvements to the plan. The Client shall be entitled to participate in such tests as it may reasonably request.

25. Waiver:

- 25.1. The rights and remedies of the Parties in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time

granted by such Party to the other Party not by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

26. No Assignments

- 26.1. MSQ DX may with written agreement from The Client assign this Agreement to any other person or entity. Any purported assignment in violation of this Clause shall be void and of no effect. The Client may freely assign this Agreement.

27. Binding On Successors

- 27.1. This Agreement shall be binding on the permitted assigns, heirs, executors, administrators, and successors (whether through merger, operation of law, or otherwise) of the Parties.

28. Heading Not Controlling

- 28.1. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

29. Entire Agreement

- 29.1. This Agreement, including all executed attachments, exhibits and addenda shall supersede all prior agreements and understanding and shall constitute the entire agreement between the parties respecting the subject matter hereof.
- 29.2. No representations or statements made by any representative of The Client or MSQ DX which are not stated herein shall be binding.
- 29.3. No modifications, addition to, or amendment of this Agreement shall be binding unless in writing and signed by a duly authorised officer of each party.

30. Remedies

- 30.1. To the extent permitted by applicable law, the rights and remedies of the Parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the Parties at law or equity.

31. No Third-Party Beneficiaries

- 31.1. This Agreement is for the sole benefit of the Parties and their authorised successors and permitted assigns. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under this Agreement, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

32. Acknowledgment

- 32.1. Both The Client and MSQ DX have full power and authority to enter into and perform the Agreement and acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

33. Authorisation

- 33.1. This Agreement shall not be binding or enforceable unless executed by an authorised officer of both parties. Each party warrants and represents to the other that that its signatory who has executed this Agreement below is authorised and empowered by all necessary and appropriate legal action to execute this Agreement.

34. Publicity

- 34.1. Except as required by law, MSQ DX shall not publicise this Agreement or the transactions contemplated hereby. MSQ DX may use the name or trademarks of The Client or its affiliates, with the prior written approval of The Client. Such publicity may include, but not be limited to press releases, website case studies, paid advertisements, announcements at public events, trade shows, and conferences, promotional flyers and other materials.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date first above written.

MMT Limited (MSQ DX):

By:

Print Name / Title:

Date:

The Client:

By:

Print Name / Title:

Date: