

This Master Services Agreement ("MSA" or "Agreement") is by and between **Hinduja Global Solutions UK Limited, at First Floor, Building D West Strand Business Park, West Strand, Preston, United Kingdom, PR1 8UY ("Company")**, ("HGS") and _____ a _____ company ("Customer"). This Agreement has an effective date of _____ (the "Effective Date").

1. Definitions

- 1.1. "HGS Technology" means all of HGS proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by HGS in providing the Service.
- 1.2. "Confidential Information" means this Agreement and records of information in possession or under the control of either Party relating to any of the following: log files data, user rates, technical processes, formulas, source codes, product designs, sales, cost, advertising relationships, projections, marketing data, product and/or any business plans, customer lists, distribution channels, suppliers, samples, programs or other technical, proprietary information and trade secret or business information in oral, graphic, written, electronic or machine readable form identified as confidential or if discussed, furnished or disclosed to by one Party to the other. Confidential Information shall not include information which can be demonstrated: (i) to have been rightfully in the possession of the disclosing Party from a source other than the source Party prior to the time of disclosure of said information to the disclosing Party (ii) to have been in the public domain prior to the time of disclosure; (iii) to have become part of the public domain after the time of disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of disclosing Party, its employees, or agents; (iv) or has been or is subsequently made public by the source Party or a third party which had the right to do so, or (v) is independently developed by the disclosing Party.
- 1.3. "Customer Content and Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service.
- 1.4. "Effective Date" means the mutually agreed upon date of the start of the Agreement, which by definition will subsequently become the renewal date in the year of expiration.
- 1.5. "Technology Partner" means the third party engaged by HGS to provide technology services in accordance with, the terms of this Agreement (AWS, Twilio, Genesys, where applicable.)
- 1.6. "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

2. Service

- 2.1. HGS will perform the following services for Customer (collectively the "Services"):
 - (a) host, serve, and maintain Customer files for one or more applications in accordance with the Statement of Work document attached here to as Schedule B, Call off Contract;
 - (b) provide all set up and configuration services as required to host and service the Customer files and to protect the Customer Content and Data from unauthorised access and use.
 - (c) provide storage space for storing the Customer Content and Data (as defined in Schedule B, Call Off Contract).
 - (d) provide the ongoing maintenance and virus protection services as referenced in Schedule B attached hereto; and
 - (e) make available to Customer on request, analytics reports of trends, session activity, and engagement tool usage.

2.2 HGS, to the extent applicable, through the Hosting Provider, is responsible for all hardware, infrastructure, network and other facilities, software and equipment required for Customer to use the Services (other than Customer Content and Data and Customer's access to their internal network and related internet access).

2.3 Customer acknowledges and agrees that HGS is subcontracting its responsibilities for hosting and serving the Customer files to the Hosting Provider. HGS will not change the hosting provider or otherwise subcontract any of the Services or its obligations hereunder to any other person or entity without prior notice to Customer.

3. Services Grant & Restrictions

3.1. HGS hereby grants Customer a non-transferable right to use the Service solely for their own internal business purposes, subject to the terms and conditions of this Agreement and Customer shall not otherwise license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way.

4. The Customer Responsibilities

4.1. Except for the Services as described in Schedule B, Customer is solely responsible for all activity occurring within the software environment and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Customer's use of the Service, including those related to data privacy but not limited to the UK Data Protection Act, 2018 and the General Data Protection Regulation, 2018, international communications and the transmission of technical or personal data.

5. Customer Content and Data; Confidentiality

5.1. HGS does not own any data, information or material hosted for Customer under the Service ("Customer Content and Data"). As between the parties, the Customer, not HGS shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content and Data. HGS shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Content and Data. In the event this Agreement is terminated (other than by reason of the Customer breach), HGS will make available to Customer a file of the Customer Content and Data within 30 days of termination if the Customer so requests at the time of termination. HGS reserves the right to withhold Customer Content and Data without notice for any breach, including, without limitation, non-payment by the Customer. Upon termination for cause, the Customer's right to access or use Customer Content and Data immediately ceases and HGS shall have no obligation to maintain or forward any Customer Content and Data.

5.2. During the term of this Agreement, Confidential Information may be disclosed by Customer to HGS. Except as provided in this Agreement, HGS shall not make any disclosure of the Confidential Information to anyone other than its employees who are required to access the Confidential Information to perform the Service described on this Agreement ("Authorised Employees"), in which case HGS shall require its Authorised Employees to comply with these confidentiality obligations.

5.3. The term of the confidentiality obligations of HGS and its Authorised Employees shall be for the duration of the Agreement and shall survive the expiration or termination of this Agreement for a period of (2) years. HGS shall protect all Confidential Information in trust and confidence and shall use the required degree of care to avoid disclosure or use of such information not authorised by Customer. Customer authorises the disclosure of Customer's Confidential Information to the Hosting Provider in connection with the performance of Service hereunder. The terms of this Agreement will be confidential information of HGS which Customer agrees not to disclose to third parties.

5.4. HGS shall employ reasonable and appropriate devices and services such as encryption codes, firewalls, and any other mean such as hacker detection programmes, in accordance with industry standards to safeguard Customer's Confidential Information and other proprietary rights as described here and anywhere in this Agreement. If HGS is required (by subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, HGS shall promptly notify Customer of such requirement, so

that Customer may seek an appropriate protective order or waive compliance with this Agreement. If HGS is, in the written opinion of its legal counsel, compelled to disclose Confidential Information, HGS may disclose only such as is required by law and shall use its best efforts to ensure that it will receive confidential treatment.

- 5.5. Confidential Information as defined herein does not include information which: (a) is known to either party at the time of disclosure, as evidenced by written records; (b) is in the public domain and generally available through no wrongful act of either party; (c) has been rightfully received by either party from a third party who has no obligation of confidentiality with respect to such information; or (d) has been independently developed by either party without the use of or access to any information or data of the other party;

6. Intellectual Property Ownership

- 6.1. HGS alone (and its licensors and/or providers, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the HGS Technology, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the HGS Technology or the Intellectual Property Rights owned by HGS other than the limited license to access and use such in connection with its use of the Service hereunder. The HGS name, the HGS logo, and the product names associated with the Service are trademarks of HGS or third parties, and no right or license is granted to use them.
- 6.2. Customer alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to all trademarks and logos provided to HGS under this Agreement and in and to all Customer Content and Data. Customer grants HGS a nontransferable, limited, non sub-licensable (except to Hosting Provider), royalty-free license to use and display the Customer's name and logo and the Customer Content and Data as required for, and solely for the purpose of, providing the Service.
- 6.3. To the extent any Third-Party IP is required to be so incorporated, Supplier shall identify all Third-Party IP embedded in Services or Deliverables, if any, in each applicable Statement of Work. Such identification shall include, at a minimum, the following information: (i) the nature of the Third-Party IP; (ii) the owner of the Third-Party IP; (iii) Supplier's authority to include the Third-Party IP in the Deliverables or Services; and (iv) any restrictions or royalty terms applicable to the incorporation of the Third-Party IP in the Deliverables or Services. Supplier represents and warrants that the Deliverables, including the Third-Party IP, do not include any embedded software or open-source software of any kind or any IP that is subject to licensing terms requiring disclosure of source code under any circumstances. All software a Party licenses from a third-party vendor will be and remain the property of such third-party or such third-party's licensors. If Customer provides Supplier with access to or use of Third-Party IP licensed by Customer from third-parties, Supplier shall be responsible for (a) complying with all applicable obligations under any third-party license agreements, (b) indemnifying, defending, and holding Customer harmless from and against any breach by Supplier of such license agreements, and (c) treating all such Third-Party IP as Confidential Information.

7. Charges and Payment of Fees

- 7.1. In consideration of the Service, Customer shall pay the fees and charges in accordance with the payment schedule agreed (the "Fees"). Payments for all services are per calendar month or as defined in the Statement of Work. HGS reserves the right to change or modify its fees upon renewal of this Agreement with thirty (30) days written notice to Customer, which notice may be provided by e-mail. All pricing terms are confidential, and Customer agrees not to disclose them to any third party.
- 7.2. The Fees shall be valid for the period as mentioned in the Agreement/work order. The parties shall increase the fees by a percentage equal to the percentage increase either (i) in the Consumer Price Index for service providing industries, professional and business services; and/or (ii) in the minimum wages (as fixed by the UK government)

8. Service Level Guarantees

- 8.1. The Service policies of HGS guarantee 99.9% uptime of the environment for the hosted application over the course of the Agreement year, with the exception of scheduled normal system maintenance. In practice the 99.9% Guarantee means any downtime, with the exception of scheduled maintenance, may not cumulatively exceed 8.76 hours in a contract year. In the event of downtime over the 8.76 hours in a contracted year, HGS will report the time exceeding the guarantee along with the prorated Service fee associated with that time frame and credit, or refund, to the Customer an amount two (2) times the prorated fee paid.
- 8.2. This policy excludes Service interruptions outside the environmental control of HGS, such as but not limited to, failure of service of the Internet carrier or Hosting Provider, acts of terrorism, and acts of God including extreme weather conditions.
- 8.3. All support requests for the Service must be placed through the HGS Support Desk according to the policies and procedures set forth in Schedule B.

9. Billing and Renewal

- 9.1. Unless specifically modified in the Statement of Work, HGS invoices and collects annually in advance for use of the Service. This Agreement commences on the Effective Date for the Initial Term. Upon the expiration of the Initial Term, or the then-current Renewal Term, if applicable, this Agreement will automatically renew for an additional period of one (1) year (each a "Renewal Term"), unless either party notifies the other of its desire not to renew at least thirty (30) days prior to the expiration of the then current term. In the event of the renewal of the terms of this Agreement, HGS will issue an invoice to the Customer each year before the subsequent anniversary or as otherwise mutually agreed upon.
- 9.2. HGS' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer is responsible for payment of all such taxes, levies, or duties, excluding taxes based solely on HGS' income.
- 9.3. If the Customer believes their bill is incorrect, they must contact HGS in writing within 7 (seven) days of the invoice date of the amount in question to be eligible to receive an adjustment or credit. Disputed invoices not resolved by the agreement of the parties within 30 days following Customer's notice to HGS of such dispute shall be resolved by binding arbitration administered under the UK Arbitration Act, 1996. All such arbitration proceedings shall take place in London, United Kingdom. For purposes of this Agreement, "Costs and Fees" shall mean all reasonable pre-award expenses of the arbitration, including travel expenses, out-of-pocket expenses, including, but not limited to, copying and telephone, witness fees, and attorneys' fees. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing Party.

10. Non-Payment and Suspension

- 10.1. HGS may suspend Customer's access and use of the Service if Customer: (i) fails to comply with Hosting Provider's acceptable use policy; (ii) Customer's use of the Service poses a security risk (as determined by Hosting Provider on notice to HGS); (iii) upon any other event which gives rise to Hosting Provider's right to suspend under its contract with HGS. In such event HGS will provide prompt notice of the suspension and the reasons therefor to Customer and will restore the Services as soon as possible following remediation by Customer.
- 10.2. In addition to any other rights granted to HGS herein, HGS reserves the right to suspend or terminate this Agreement and the Customer's access to the Service if the Customer account becomes delinquent (falls into arrears) and is not paid within 10 days after written notice of such delinquency has been delivered to Customer; provided that the foregoing shall not apply to any amounts being disputed in good faith by Customer. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged during any period of suspension

through the end of the term of the Agreement. In the event of a termination of this Agreement, Customer will be obligated to pay the balance due on the Customer account computed in accordance with the Charges and Payment of Fees section above. HGS reserves the right to impose a reconnection fee in an amount determined by HGS, but not in excess of 1/12th of annual fees hereunder, in the event the Customer is suspended and thereafter requests access to the Service.

11. Transition Assistance

- 11.1. Commencing either (a) ninety (90) days prior to the expiry of this Agreement, or (b) on the date of any notice of termination of this Agreement; whichever occurs earlier, and continuing through the period ending ninety (90) days after expiry or termination of this Agreement, respectively (hereafter "Transition Assistance Period"), HGS shall provide Customer, or its designee(s), such reasonable transition assistance services as may be reasonably requested by Customer so as to facilitate continuity and continuation of Customer's business operations supported by the Services and orderly transfer to Customer or its designee of knowledge pertaining to the Services (the "Transition Assistance Services"). Transition Assistance Services shall not be construed to require HGS to disclose its confidential or proprietary information to any third party. If, and to the extent that, Transition Assistance Services require resources in addition to those resources then being provided by HGS in the performance of Services, then Customer shall pay HGS for such requested Transition Assistance Services on a time and materials basis at HGS' then current published standard hourly rates. The terms and conditions of this Agreement shall be applicable to Transition Assistance Services provided during the Transition Assistance Period.

12. Termination for Cause

- 12.1. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party, which breach remains uncured for a period of thirty (30) days after notice reasonably specifying the nature of the breach is given to the breaching party.
- 12.2. Any breach of the Customer payment obligations or unauthorized use by Customer of the HGS Technology or Service will be deemed a material breach of this Agreement.
- 12.3. In the event that the other party becomes insolvent or is unable to meet its debts or obligations, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law (whether domestic or foreign), has wound up or liquidated, voluntarily or otherwise, has any significant portion of its assets attached, or ceases to do business in the normal course.
- 12.4. Either Party may terminate this Agreement for any reason other than a material breach of any provision contained herein or for no reason at all, upon ninety (90) days prior written notice to the other Party.
- 12.5. In the event of a termination by Customer under this, Customer shall be liable to pay a termination fee to HGS equal to the unamortised cost of investments in infrastructure, equipment and/or personnel that have been made for delivery of Service.

13. Representations & Warranties

- 13.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- 13.2. it is duly organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation;
- 13.3. it has full corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to grant the rights granted and intended to be granted hereunder;
- 13.4. this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms;

- 13.5. it will maintain and not obscure the Marks of the other Party on or embodied in the other Party's software and other materials, whether in print, electronic or other form.
- 13.6. the execution and delivery of this Agreement and all other instruments and documents required to be executed pursuant hereto, and the consummation of the transactions contemplated hereby, do not and shall not (i) conflict with or result in a breach of any provision of its organizational documents; (ii) result in a breach of any agreement to which it is party; or (iii) violate any law applicable to its respective business;
- 13.7. HGS represents and warrants that:
 - (a) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and
 - (b) it will provide the Service in accordance with all applicable laws rules and regulations.

14. Mutual Indemnification

- 14.1. Customer shall indemnify and hold HGS , its licensors and its parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a third party claim: (i) alleging that the Customer Content and Data infringes the Intellectual Property Rights of, or has caused harm to a third party; (ii) arising from any material breach by Customer of this Agreement, (iii) breach of applicable law (iv) breach of the terms of the Agreement (v) breach of representations & warranties, provided in any such case that HGS (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases HGS of all liability and such settlement does not materially adversely affect HGS ' business; (c) provides to Customer all available information and all assistance reasonably requested by Customer; and (d) has not compromised or settled such claim.
- 14.2. HGS shall indemnify Customer all direct claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with any third party claim:
 - (i) alleging that the Service or Customer's use thereof in accordance with the terms of this Agreement infringe or violate the Intellectual Property Rights of any third party;
 - (ii) resulting from the gross negligence or intentional or fraudulent misconduct by HGS in performing this Agreement; provided that Customer:
 - (a) promptly give written notice of the claim to HGS.
 - (b) give HGS sole control of the defense and settlement of the claim (provided that HGS may not settle or defend any claim unless it unconditionally releases Customer of all liability);
 - (c) provides to HGS all information and assistance reasonably requested by HGS ; and
 - (d) have not compromised or settled such claim (provided that provided that HGS may not settle or defend any claim unless HGS unconditionally releases Customer of all liability and such settlement does not materially adversely affect Customer or Customer Content and Data).

HGS shall have no indemnification obligation, and Customer shall indemnify HGS pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of the Customer products, service, and hardware or business process.

15. Disclaimer of Warranties

- 15.1. HGS and its licensors and hosting provider make no representation or warranty other than those set forth in this agreement. The warranties stated in this agreement are in lieu of all other warranties and conditions expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

- 15.2. Except as specifically set forth herein, HGS and its licensors neither makes nor assumes any liability under any warranties (whether express, implied, or statutory) with respect to the services or any component thereof, including, without limitation, any implied conditions or warranties of merchantability, infringement or fitness for a particular purpose.

16. Internet Delays

- 16.1. HGS services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. HGS is not responsible for any delays, delivery failures, or other damage resulting from such problems beyond its reasonable control.

17. Limitation of Liability

- 17.1. **Limitation.** HGS shall not be liable for any loss, damage or expense arising directly or indirectly (under tort, breach of contract or howsoever arising) in connection with this Agreement in excess of the fees paid by Customer to HGS hereunder for a period of six (6) months.
- 17.2. **Disclaimer of Certain Damages.** Neither party shall be responsible for any incidental, consequential, punitive, exemplary or special damages, including, without limitation, lost profits or revenues even if the other party has been notified of the possibility of such damage.

18. Local Laws and Export Control

- 18.1. Each Party shall comply with all Applicable Law specifically applicable to their provision or receipt of Service respectively under the Agreement.
- 18.2. Both parties have procured all mandatory registrations and licenses under all applicable Laws and shall comply with all compliances thereunder.
- 18.3. Both parties shall maintain documents and comply with all the provisions of prevailing taxation Laws as applicable.
- 18.4. Any specific approval(s)/certification(s) required for supplying the Service to be obtained by HGS at the instance of the Customer shall be at Customer's expense.

19. Modification to Services

- 19.1. HGS reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time upon written notification to Customer. Continued use of the Service after any such changes shall constitute the Customer consent to such changes.

20. General Terms and Conditions

- 20.1. **Independent Contractor.** The parties are independent contracting parties and nothing in this Agreement shall be deemed to make either party an agent, employee or joint venture of the other party. Neither party shall be entitled to any benefits that the other party provides for its own employees, including, without limitation, workers' compensation and unemployment insurance. Each party shall be solely and entirely responsible for its own acts and the acts of its employees, agents and subcontractors.
- 20.2. **Delays.** Neither party shall be liable to the other party for any delay or failure to perform its obligations if such delay or failure arises from any cause beyond the reasonable control of that party.
- 20.3. **Amendment.** No provision of this Agreement may be modified except by a written document signed by an authorised representative of the parties.

- 20.4 Assignment. Subject to Section 2.3 and 22.1, neither party may assign, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 20.5 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 20.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of HGS and Customer and their respective legal representatives, successors and authorized assigns.
- 20.7 Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.
- 04.8 Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.
- 20.9 Governing Law. This Agreement shall be governed by and interpreted according to the laws of England & Wales. Each Party hereby expressly submits to the exclusive, personal jurisdiction of the courts at London with respect to all claims, demands and/or causes of action asserted or filed by any Party in any way relating to, or arising out of, this Agreement or the subject matter hereof.
- 20.10 Injunctive Relief. Both parties recognise and acknowledge that in the event of any breach of Section 5 or 6 of this Agreement (either actual or threatened) the non-breaching party's remedies at law may be inadequate. Both parties agree that in such event, the non-breaching party shall have the right to seek specific performance or injunctive relief, or both, without bond or surety, in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative.
- 20.11 Survival of Certain Obligations. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions, if any, regarding indemnification, warranties, limitations of liability, confidentiality, non-competition, protection of Intellectual Property Rights, and the like (including, without limiting the generality of the foregoing, all of Section 5), 6), 12, 15 and 16 shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.
- 20.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by both of the parties to this Agreement. Electronic or facsimile signatures shall be deemed to be original signatures.
- 20.13 Entire Agreement. This Agreement, the schedules, the Prime Hosting Agreement and any links referenced herein form the entire agreement between the parties with respect to the subject matter hereof.
- 20.14 Audit: Upon thirty (30) days' prior written notice, and not more than once in 12-month period, Customer shall have the right to conduct operational audits to verify that HGS's compliance with the terms of this Agreement and to performance of the Service. HGS shall reasonably cooperate with Customer during such audits and shall afford all persons involved in any such audits reasonable access to all relevant documentation and locations (if required). Customer shall ensure that all such audits are conducted during HGS's regular business hours, and with minimal disruption of HGS's business. The aforesaid audits or reviews will be at the expense of Customer.
- HGS shall not be obligated to disclose any of its costs, margins, other customer data, non-public information of its personnel and any other internal and confidential information pursuant to the audits.

HGS Standard Terms and Conditions

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If, following an audit, any discrepancies of the amount invoiced in respect of the Fees is discovered, HGS shall reimburse Customer all overpayments which are apparent from such audit or Customer shall reimburse HGS for all undisputed underpayments which are apparent from such audit, as may be applicable.

Each of the undersigned represents and warrants that he or she is duly authorised to sign this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the terms and conditions of this Agreement.

HGS UK LTD

By: _____

Name: _____

Title: _____

Address:

HGS UK Limited
First Floor, Building D West Strand Business
Park, West Strand, Preston, United Kingdom,
PR1 8UY
Phone: 0203 7471423

CUSTOMER

By: _____

Name: _____

Title: _____

Address:

Attention: _____

Phone: _____

Fax: _____

Schedule A

Insert Pricing Schedule

Schedule B

Insert G-Cloud Call Off Schedule