



Masters Services Agreement

Namos Solutions Ltd

30/01/2026



These Master Services Agreement terms (“MSA”) are Namos’ standard terms and conditions for all of its services. This MSA is subject to the G-Cloud 15 Framework order of priority of documents and where conflicts arise G-Cloud 15 Framework terms shall take precedence. This MSA is intended to be aligned with and incorporated into specific Call-Off Special Terms and Supplier Terms as required to meet Buyer needs and the requirements of any Call-Off Contract. For the purposes of the G-Cloud 15 Framework, any reference to a Statement of Work in this MSA shall be considered to be referring to the Call-Off Order Form.

Definitions in this document

Additional Services: those additional services provided by Namos under an SOW.

Affiliate means any person, partnership, joint venture, corporation, subsidiary, or other form of enterprise, domestic or foreign, directly or indirectly controlling, controlled by or under common control with the Customer or Namos.

Agreement These terms and conditions together with the Schedules and any Project Documents.

Business Day: any day not a Saturday, Sunday or public holiday.

Commencement Date: the date on which: (a) a SOW is signed; and / or (b) unless otherwise agreed in a SOW, full payment of the Commencement Fees has been received by Namos.

Commencement Fee: the commencement fee payable by the Customer on the Commencement Date as detailed in the SOW.

Completion Date: the date detailed in any Project Plan for the completion of Services as amended by agreement between the parties from time to time.

Customer Infrastructure: means the Customer’s IT infrastructure, networks and systems.

Equipment any computer hardware and equipment owned by the Customer and/or to be acquired and supplied by the Customer relating to the Services in accordance with this Agreement.

Fees The fees payable for Services to be provided under this Agreement as detailed in a SOW.

Go Live Date: means a) the date detailed in the latest agreed Project Plan as the Go-Live Date; or, b) the date on which Namos have completed all of its obligations in the Project Plan in respect to Go-Live; or, c) the date on which the Customer starts using the Services or any part of them; whichever is the earlier.

Initial Term: the initial term for any Services, as detailed in a SOW.

Location(s) an address of the Customer at which Software is to be installed or Services are to be delivered as detailed in a SOW or other Project Documentation.

Namos Software: the Namos software as detailed in any SOW and including any limitations in respect to its use.

Statement of Work (SOW) any Statement of Work agreed between the parties that details the Services and the related Fees, signed by the Customer, or any other agreement between the Parties in writing that details Services to be provided and any related Fees.

Project Document the latest dated project document issued by Namos in respect to any aspect of the Services being provided.

Project Plan: the plan, time schedule and sequence of events for the provision of Services (including any training detailed in a SOW) and any acceptance tests to enable the Customer to go-live with the Services, and as amended on agreement between the parties from time to time.

Ready for Use installed and capable of live production or actually used by the Customer in its business.

Services the services to be provided by Namos to the Customer under this Agreement as more particularly described in a SOW and associated Project Documentation

Software any Third-Party Software specified in a SOW.

Statement of Work (SOW): means a SOW signed by each of the parties detailing the scope of the Services, any Project Plan (describing the work to be completed, the estimated timetable and responsibilities for the provision of Services), implementation plan, acceptance tests and acceptance criteria, specifications, training to be provided, Support Services and related Fees or other matters relating to (and incorporating) the Agreement.

Support Agreement Namos’ standard policy for providing support services in relation to the Services as more particularly described in the SOW (“Support Services”), as amended by Namos from time to time.

Third Party Software / Services third party software or services supplied to the Customer by Namos and specified in a SOW.

Training any training in the use of the Software or Namos Software to be provided by Namos for the Customer’s staff as detailed in any SOW or other Project Document.

Each SOW forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules. **In the event of a conflict between the terms and conditions of this Master Services Agreement (“MSA”), a SOW, or Schedules, the following order of preference shall prevail: 1) SOW 2) MSA, 3) Schedules.**

1. Scope of Services.

- 1.1. This agreement together with any **SOW, Project Plans** and associated **Schedules** and any other **Project Documents** provided by Namos (“the Agreement”) operates as a framework agreement which defines the contractual terms and conditions under which Namos will supply **Services** to the **Customer**.
- 1.2. Whilst this Agreement remains in force the **Parties** shall agree the provision of Services as set out in a SOW which shall be governed by and be subject to, the terms and conditions of this agreement.

- 1.3. The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer unless otherwise agreed in writing in a SOW.

2. Performance of Services

- 2.1. Subject to the Customer's compliance with this Agreement, Namos shall, subject to and in accordance with this Agreement and any applicable Project Documents:
 - 2.1.1. perform the Services with all reasonable skill and care and in a timely, reliable and professional manner using employees with appropriate skills, qualifications and experience.
 - 2.1.2. provide the Software or Namos Software and Services under the terms of this Agreement and deliver and install (where applicable) the Software or Namos Software by its agreed delivery date;
 - 2.1.3. integrate and configure the Software or Namos Software and Equipment and provide **Migration Services** where agreed;
 - 2.1.4. carry out, in conjunction with the Customer, any applicable **Acceptance Tests**;
 - 2.1.5. use reasonable endeavours to provide the **Services Ready for Use** by any agreed completion date;
 - 2.1.6. Carry out any **Professional Services**: including, where applicable, Integration Services, Migration Services, Consultancy Services, Project Management, Development Services and Training Services in accordance with a SOW.
 - 2.1.7. Carry out any **Support Services**: including, where applicable, Support and Maintenance Services and Managed Services, as detailed in an SOW.
- 2.2. **Additional Services**. Namos will carry out any Additional Services, as may be agreed between the Parties from time to time in a separate SOW and any additional Schedules. Unless otherwise detailed in a SOW, Namos will send the Customer an invoice for any Additional Services either as soon as they have been provided or at the end of the month in which they were provided.
- 2.3. **Migration Services**. Where specified in a SOW, Namos shall use reasonable efforts to ensure the accurate migration of any data, but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be entirely responsible for checking the accuracy and completeness of the data provided to Namos and any migrated data and shall promptly give sufficient details to Namos of any inaccuracies or omissions in order to permit Namos to correct them. Any corrections or modifications to migrated data shall be chargeable activities at Namos' rates then in force for such services.

3. Agreeing Services and Project Documents.

- 3.1. Following the signature of this Agreement, and the successful completion of the Initiate and Design Phase the Parties will meet either in person or via conference call to discuss formalising the delivery of Services to be provided by Namos to the Customer in an SOW and appropriate accompanying Project Documentation

("kick-off meeting"). The Customer acknowledges and agrees that Namos may increase its fees for the provision of Services after the completion of the Initiate and Design Phase in the event that in Namos' sole opinion, additional work is required to meet the Customer's requirements, subject to Namos confirming such additional costs and/or charges to the Customer in writing.

- 3.2. Within 30 Business Days of the Kickstart Meeting, Namos shall provide the Customer with a proposed Go-Live Date, updated SOW and updated Project Plan for approval.
- 3.3. **Agreeing Project Documents**. On receipt of any Project Document from Namos (at any time), the Customer shall promptly review such documents and may reject them (having provided Namos in writing its reasons for any rejection) no later than 7 Business Days after they are first delivered to the Customer. Any documents provided to the Customer in respect to the provision of Services under this Agreement which are not rejected by the Customer within seven Business Days of receipt shall be deemed to have been accepted in full by the Customer.
- 3.4. If the Customer does reject any Project Document, Namos shall then revise the document (taking reasonable account of the Customer's comments) and re-submit the document to the Customer for approval within 10 Business Days of the Customer's notice of rejection. The process in this clause shall continue to apply to any subsequent rejections.
- 3.5. The Customer acknowledges that no work will begin on any Services until an approved Customer purchase order has been received by Namos and applicable Project Documents have been signed off in writing by both Parties. Any work which is not specifically detailed in a Project Document is out of scope and subject to additional charges.
- 3.6. **Delays in agreeing Project Documents and amendments**. In the event that: (a) the Commencement Fee is not paid within 30 days of the Commencement Date; or, (b) there is a delay or amendment to any date detailed in the Project Plan requested by or caused by the Customer, then unless otherwise agreed by Namos in writing, the Customer accepts that Namos may, at its sole discretion, revise any Fees payable and any affected delivery dates, as it may deem reasonable, to reflect any changes in its pricing model, or commercial offer to the Customer, without liability.

4. Delivery Dates for Services.

- 4.1. Namos shall use reasonable endeavours to meet the performance dates specified in any Project Document or applicable Schedule, but unless otherwise agreed in writing, any such dates shall be estimates only and time shall not be of the essence (provided always that Namos shall use all reasonable endeavours to complete delivery as soon as reasonably possible).
- 4.2. Delivery shall be made during normal Business Hours (excluding bank or public holidays). Namos may levy additional charges for any deliveries made outside such hours at the Customer's request.

- 4.3. Unless otherwise detailed in applicable Project Documentation, the Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Software or Namos Software and/or Services and for the provision of all necessary access and facilities reasonably required by Namos.
- 4.4. Unless otherwise set out in a SOW or other Project Documentation, Namos is not responsible for unpacking, installing, or checking the Software or Namos Software, which will be the responsibility of the Customer.
- 4.5. **Extensions of time to any delivery dates for the provision of Services.** Namos shall be given an extension of the timetable of any one or more of the stages in any Project Document or for any other Services if one of more of the following events occurs: (a) a variation to Services is made at the Customer's request or a request is made for something out of scope; (b) a Force Majeure Event occurs as described in this Agreement; (c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or any third-party.
- 4.6. If Namos is entitled to an extension of time under clause 4.5, it shall give written notice to the Customer not later than thirty days after having become aware of the event. Such notice shall specify the event relied on and, in the case of a force majeure event, shall estimate the probable extent of the delay.
- 4.7. The Parties shall use best endeavours to agree in writing, signed by both Parties, what extension of time and variation to the Agreement is reasonable in the circumstances. Any SOW or any applicable timetable or Fees payable shall be deemed amended accordingly.
- 4.8. **Delays caused by Customer.** If Namos' performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer will be liable to pay to Namos, on demand, all reasonable costs, charges or losses sustained or incurred by it (including loss of opportunity to use Namos resources elsewhere), subject to Namos confirming such costs, charges and losses to the Customer in writing. If Namos can demonstrate that the delay has resulted in an increase in cost to Namos of carrying out its obligations under this Agreement, Namos may at its sole discretion increase any applicable Fees by an amount not exceeding any such demonstrable cost.
- 4.9. **Acceptance Tests.** Where applicable the Parties shall agree acceptance tests for the Services as detailed in a SOW. These criteria and data ("Acceptance Tests") shall be such as are reasonably required to show that the Services in whole or part comply with any specification agreed between the Parties in writing. Acceptance Tests shall be carried out by the Customer with the assistance, as required, of Namos. Where the provision of Services is detailed in an SOW as subject to the successful completion of Acceptance Tests by the Customer, the provision of further Services will not proceed until such time as the Customer has successfully completed all Acceptance Tests, as detailed by Namos.

5. Changes to the Services.

- 5.1. **Change Requests.** If either Party requests a change to the scope or execution of the Services, Namos shall, within a reasonable time, provide a written estimate to the Customer of: (a) the likely time required to implement the change; (b) any variations to Namos' Fees arising from the change; (c) the likely effect of the change on any project documents; and (d) any other impact of the change on the terms of this Agreement.
- 5.2. If Namos requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it. If the Customer wishes Namos to proceed with a change, Namos has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its Fees, the Project Documents and any other relevant terms of this Agreement to take account of the change. Unless otherwise agreed in writing and in advance, Namos' standard rates for the provision of services and deliverables on a time and materials basis, applicable at the time, available on request, shall apply to all applicable Fees.
- 5.3. Namos has no obligation to make any changes to the Services unless and until the parties have agreed in writing on the necessary variations to its Fees, the Project Documents and any other relevant terms of this Agreement to take account of that change.
- 5.4. **Service Delivery and Improvements.** The Customer acknowledges that Namos will make improvements to the Services and service provision from time to time during the term of this Agreement and that any third party supplier may make changes to their terms and conditions from time to time, provided that where any such changes substantially adversely affect the Customer's receipt of the Services, Namos will: (a) give the Customer reasonable notice of not less than 30 days of such Namos change prior to it being implemented; (b) promptly provide the Customer details of any third party change as soon as Namos has been notified in writing by such third party.
- 5.5. **Compliance with Law or Regulation.** The Customer acknowledges that Namos may from time to time and with or without notice, change the Services in order to comply with any applicable law and regulation. In such circumstances, Namos will use reasonable endeavours to ensure that the Services continue to meet the requirements agreed between the Parties. Namos reserves the right to increase any applicable Fees to reflect the cost of any change in applicable law or regulation.

6. Project Personnel.

- 6.1. **Appointing a project lead.** Both Parties shall appoint suitably qualified, competent and trained individuals (and provide details of those individuals to the other Party), who shall have the responsibility and commensurate authority for the overall progress of the Services and to whom all questions regarding this Agreement can be referred.
- 6.2. Both Party's **Project Managers** shall co-operate with the other and shall attend meetings agreed at reasonable intervals or where otherwise specified in applicable Project Documentation to advise and assist Namos on all matters relating to the Services.

- 6.3. The provision of employees, subcontractors and agents of Namos to carry out the Services shall be at the discretion of Namos.
- 6.4. **Ensuring continuity of Project Teams.** Both Parties agree to take all reasonable steps to maintain continuity in relation to their **Project Team** for any Services and that any **Key Individuals** (named in any SOW) shall not be replaced without notice to the other, unless: (a) the individual to be replaced is prevented by ill health from carrying out his duties in connection with the agreement for a significant period; (b) the individual resigns from employment with that Party; (c) the contract of employment of the individual is terminated; or (d) either Party makes a reasonable, written request to the other to replace the individual because they have performed unsatisfactorily or have caused a breach of any of the other Party's obligations under this Agreement.
- 6.5. If any such person is replaced, each Party shall consult with the other about the identity of a suitable replacement. The Parties shall meet as soon as practicable to discuss its implications and to negotiate in good faith with a view to agreeing such changes as are reasonably required to this Agreement or any Project Document.

7. Customer Obligations.

7.1. The Customer acknowledges that:

- 7.1.1. Namos is reliant on the information being provided to it by the Customer as being complete and accurate, and that the due diligence Namos carries out and questions asked of the Customer, as well as the SOW and other Project Documents prepared and agreed will all be based upon this information.
- 7.1.2. Namos is reliant on the Customer being able to provide it with, or provide it with access to, all assets (including documentation, content, code, software, intellectual property rights, and any other physical or digital materials) that Namos deems necessary in order to fully carry out the due diligence process, and subsequently to perform the Services.
- 7.1.3. the Services may not be able to be performed adequately or meet the Customer's requirements where information provided by the Customer to Namos is incomplete, incorrect, or misleading.
- 7.2. **The Customer shall:** complete all its obligations as detailed in any Project Documents and provide Namos with timely co-operation in relation to this Agreement; and access to such information as may be required by Namos in order to render the Services, including but not limited to, Customer personnel, premises and other facilities, security access information and configuration services and Customer Data and documentation requested for the provision of the Services (and ensure that such information and data is accurate in all material respects) and afford to the authorised personnel of Namos during normal working hours, or as otherwise agreed, access to any relevant Location and shall provide adequate free working space and such other facilities at such Location as may be reasonably requested by Namos for the delivery, installation, implementation and, if applicable, testing

of the Services or to provide the Services. The Customer shall comply with its obligations under applicable health and safety regulations with respect to the provision of such access and facilities to Namos. Namos will take all practical steps to ensure that its personnel will, whenever on Customer's premises, obey all reasonable security and health and safety standards, procedures and directions notified to it by Customer. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Namos may adjust any agreed timetable or delivery schedule as reasonably necessary.

- 7.3. The Customer acknowledges that Namos' ability to provide the Services is dependent upon the Customer's full and timely co-operation as well as the accuracy and completeness of materials and any information and data the Customer provides. Namos is not responsible for any loss suffered by the Customer if the Customer does not provide it with this access, cooperation and information.
- 7.4. User Acceptance Testing must not exceed the stated duration agreed during project initiation and documented within the project plan. Should this arise and any one of the following is a contributing factor: (a) availability of testers, (b) tester defects not triaged to Namos consultants (c) fault or inadequacy of client provided test tooling (d) Readiness of testers to carry out test steps (e) Test environment availability outside of Namos' control. Under these circumstances Namos will default to billing for such delay on a Time & Materials basis as per the stated Change Control process. Under such circumstances, Namos reserve the right to issue a formal 'Notice to Remedy', stating our support of resolution and client obligations to exit UAT. Failure to Remedy providing reasonable endeavours to exit UAT, will constitute a breach of contract.
- 7.5. The Customer shall:
- 7.5.1. subject to any Training provided by Namos as detailed in a SOW, be solely responsible for ensuring that all users of the Services are trained in the use of the same. Namos shall have no responsibility to provide support if support issues are deemed by Namos to be the result of misuse or lack of appropriate training by the Customer in the use of Services;
- 7.5.2. be responsible for the provision of and ongoing payment of any and all fees for the provision of third party services required for the use of the Services unless otherwise provided for by Namos in a SOW;
- 7.5.3. obtain and shall maintain all necessary licences, consents, and permissions necessary for Namos, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 7.5.4. be responsible for procuring any third party co-operation reasonably required for the receipt of Services and hold current up-to-date maintenance, support or active subscription agreements in place with all aspects of the Customer Infrastructure and systems to allow Namos to seek and receive technical assistance when necessary in respect to

the Support Services. In the event that there is no such third party support agreement in place, Namos shall have no obligation to provide support and may at its sole option provide reasonable assistance to the Customer in resolving any issue or may suspend Services. For the avoidance of doubt, unless otherwise provided in writing in a SOW the Customer shall be responsible for the provision of and ongoing payment of any and all fees for the provision of Third Party Services required for the use of the Services;

- 7.5.5. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- 7.5.6. upgrade any part of the **Customer Infrastructure** as may be requested by Namos where required to meet any the minimum specification detailed in any Project Document (as amended from time to time) to continue to use the Services. In the event that the Customer fails to follow such instructions, neither Namos nor its suppliers shall be liable for any degradation or disruption to the Services in the event the Customer does not make the required upgrade;
- 7.5.7. operate best practice and ensure appropriate security precautions are taken in connection with its use of the Services. The Customer is responsible for taking all reasonable steps to mitigate the risks inherent in the provision and receipt of the Services, including data loss and taking all reasonable and usual precautions to safeguard the Customer technology infrastructure, including operating firewalls and virus checks and implementing effective and appropriate data security in respect to the receipt of Services.
- 7.5.8. not make any material changes to the Customer Infrastructure whatsoever, without Namos' prior written consent.
- 7.6. **Site Preparation.** If applicable under any SOW, upon request by the Customer Namos shall supply to the Customer in reasonable time before delivery of any Services such information as Namos has available to it to enable the Customer to prepare the relevant Location for the receipt of Services and to provide proper environmental and operational conditions for the efficient working and maintenance thereof. The Customer shall at its own expense prepare the Location and provide such environmental and operational conditions as are required for Namos to provide the Services prior to delivery.

8. Supply of Third-Party Software and Services.

- 8.1. Namos is not a manufacturer of Software and all Third Party Software and Services are supplied from third party sources. Any advice provided by Namos on Software or Service selection is based upon the requirements of the Customer's business as made known by the Customer to Namos at the time of the

SOW and shall be consistent with such standard as is applicable to those providing such advice generally including recommendations made from time to time by such equipment manufacturers, or other relevant third party software providers.

- 8.2. **Fees payable for Third Party Services** shall be separate chargeable items as detailed in the applicable Payment Schedule. Any increases in third party fees shall be applied directly as soon as they apply to any Third Party Services.
- 8.3. The Customer's use of any Third-Party Software or Services is governed by the terms of the agreement with the provider of that Third-Party Software or Services, and its warranties. Use of Third-Party Software or Services is at the Customer's sole risk. Third Party Software and Services are provided "as is" and Namos is not responsible in any way for any Third Party Software or Services performance, features or failures and makes no warranty in respect to the Third Party Software being fit for the Customer's specific purposes are not responsible for the Customer's use of or any harm or losses arising from or relating to the Customer's use of any third-party equipment, services or Software. Namos shall provide any Third Party Software or Services to the Customer under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Customer, and the Customer agrees to be bound to the relevant third parties by such licence terms and to ensure that its Affiliates are bound under similar obligations owed to the relevant third parties. Any warranty provided to Namos in respect of the Software or Services supplied under the Agreement shall, where possible, be transferred to the Customer, subject to any terms or restrictions imposed by the software vendor.
- 8.4. **Service issues due to third party providers.** The Customer agrees that the provision of a response to a fault or the provision of services by third parties will be dependent on the service levels established within the contractual arrangements with that third party supplier. Namos will liaise with this party suppliers for the provision of Services and support, in accordance with, and to the extent agreed in the applicable Project Documentation and Schedules but will not be liable for any acts or omissions of such third party suppliers, disclaims all liability for and makes no representation or warranty whatsoever in respect to any provision or delivery of Services by or a response from that third party under this Agreement, or that any defect or service or support requests dependent on a response from a third party will be fixed or that any service request will be responded to within a specified period of time by that third party.

9. Documentation.

- 9.1. Namos shall provide to the Customer from time to time copies of documentation containing up-to-date information for the proper use and maintenance of any delivered Software or Namos Software or Services. Such documentation may be supplied in electronic form.

10. Suspension of Services

- 10.1. Namos may suspend Services without liability if: (a) Namos reasonably believe that the Services are being used in breach of this Agreement, any third party agreement or any acceptable use policy and the Customer does not remedy the failure within thirty days of Namos' written notice to the Customer describing the breach; (b) the Customer doesn't co-operate with Namos' reasonable investigation of any suspected violation of the Agreement; (c) there is an attack on the Services or the Services are accessed by or manipulated by a third party without Namos' consent; (d) for an emergency or to carry out maintenance or implement improvements; (e) Namos is required by law to suspend the Services or the Customer's access to the Services; or (f) there is another event for which Namos (or their suppliers) reasonably believe that suspension of the Services is necessary to protect their or any other party's network, system, the Services or other customers.
- 10.2. Namos will use reasonable endeavours to give the Customer advance notice of a suspension under this Clause 10, unless Namos determine in its reasonable commercial judgement that an immediate suspension is necessary to protect Namos or its customers from imminent and significant operational or security risk.
- 10.3. If the Customer's systems or Services are compromised, the Customer must address the vulnerability and demonstrate to Namos' satisfaction that it has appropriately addressed and / or fixed such vulnerability prior to Namos resuming the Customer's access to the Services. A reconnection fee may be payable at Namos' discretion. In the event of a suspension of services due to a breach of acceptable use policy, Namos shall have no obligation to recommence the provision of Services.
- 10.4. For the avoidance of doubt, any suspension of Services, unless caused directly by Namos, shall not suspend the Customer's obligation to pay any Fees.

11. Charges and Payment

- 11.1. **Payment Terms and Invoicing.** The Fees for Services shall be paid by the Customer in accordance with the payment profile set out in the applicable SOW or Project Document. Invoices and payments shall be in Sterling unless otherwise detailed in an SOW. Except for any payment due upon execution of this Agreement, Commencement Fee or as otherwise set out in an SOW, all payments shall be made: (a) on or before the dates detailed in any applicable SOW; or (b) where no such dates are set out, by the Customer within thirty (30) days of the date of issue of an invoice under this clause 11. Where an invoice is disputed in good faith there will be no penalty, as long as Namos is

informed of the dispute within 14 days of receipt of the invoice.

- 11.2. User Acceptance Testing must not exceed the stated duration agreed during project initiation and documented within the project plan. Should this arise and any one of the following is a contributing factor: (a) availability of testers, (b) tester defects not triaged to Namos consultants (c) fault or inadequacy of client provided test tooling (d) Readiness of testers to carry out test steps (e) Test environment availability outside of Namos' control. Under these circumstances Namos will default to billing for such delay on a Time & Materials basis as per the stated Change Control process. Under such circumstances, Namos reserve the right to issue a formal 'Notice to Remedy', stating our support of resolution and client obligations to exit UAT. Failure to Remedy providing reasonable endeavours to exit UAT, will constitute a breach of contract.
- 11.3. All Charges stated in or in relation to the Agreement are non-cancellable and non-refundable and are stated exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.
- 11.4. Time for payment of Fees shall be of the essence in this Agreement.
- 11.5. **Form of Invoices.** All invoices submitted by Namos shall include Namos' invoice reference number and date, the billing period, any reimbursable expenses incurred broken down by type, a description of the fee being charged and its calculation, and where relevant, a brief narrative of the billable task(s) undertaken in connection with the delivery of Services.
- 11.6. The Price and fees for Services are exclusive of Value Added Tax or other Government imposed excises or taxes (if any) which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 11.7. **Non-payment of Invoices.** If the Customer does not pay any amount properly due to Namos under or in connection with the Agreement, Namos may: (a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of HSBC Bank Plc from time to time (which interest will accrue daily and be compounded quarterly); and/or (b) withhold performance of the Services until all payment of overdue sums has been made; and/or (c) terminate this Agreement. For the avoidance of doubt, if any invoice is not paid on the due payment date then Namos shall be under no obligation to provide Services, renew or pay third party costs or fees associated with this Agreement or any Services unless and until the relevant invoice is paid in full. Any additional charges payable as a result of the non-payment of third-party related fees (within the time requested by Namos) shall be passed on directly to the Customer.

12. Payment Terms

- 12.1. The Customer shall pay all Fees to Namos under this Agreement in accordance with this clause 12, subject to any other payment terms detailed in a SOW or as otherwise agreed in writing between the parties. Unless otherwise detailed in an Order Form invoices

for Software or Namos Software and services shall be raised accordingly:

- 12.2. The Customer will pay the Fees to Namos in full without any set off: (a) on or before the dates set out in the relevant Schedules or SOW; or (b) where no such dates are set out in the relevant Schedules or SOW, within 30 days of the date of issue of an invoice and Namos shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided below.

12.3. Any fixed price contained in the SOW excludes:

- 12.3.1. Unless otherwise agreed in an SOW, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Namos team in connection with completing the work, and the cost of any materials or services reasonably and properly provided by third parties required by Namos to complete the work. Such expenses, materials and third party services shall be invoiced by Namos at cost; and, (2) VAT, which Namos shall add to its invoices at the appropriate rate.

- 12.4. **Expenses.** The Customer shall reimburse Namos for any reasonable expenses necessarily incurred by Namos in connection with the provision of the Services as detailed in a Sales Proposal or SOW.

- 12.5. **Technical Service Costs.** Where Namos incur third party costs for any services provided to the Customer or otherwise in the performance of the Services, such third party services shall be invoiced by Namos and added to its invoices at the appropriate rate. All Technical Service Costs shall be payable in advance at pre-agreed periods.

- 12.6. **Third Party Charges.** Unless otherwise detailed in this Agreement, if a Third Party vendor's delivery list price for any item of Software or Namos Software or Services is lower or higher at the date on which Namos reasonably needs to acquire the same for the purposes of this Agreement than it is at the date of any applicable SOW, the part of the Fees relating to that item shall be reduced or increased, as the case may be, to reflect that decrease or increase in the manufacturer's or vendor's list price.

- 12.7. **Increases to Fees.** Namos shall be entitled to increase the Fees payable for Services, and at the start of any subsequent Renewal Term, on sixty days' prior written notice to the Customer. Namos may also be entitled to increase Charges to reflect any increase in fees from its suppliers at any time.

13. Warranties.

- 13.1. Namos warrants and represents that: (a) it will perform the Services in a timely, reliable and professional manner, in conformity with good industry practice by a sufficient number of competent staff with appropriate skills, qualifications and experience, and has and will at all times have the ability and capacity to

meet such requirements; (b) has full capacity and authority and all necessary consents to enter into and to perform this Agreement.

- 13.2. **Warranty Period.** Namos represents that the Services it exclusively provides (excluding any third party services) shall from any agreed Go-Live Date, and for 30 days after that date, conform in all material respects with the Specification provided by Namos to the Customer. The sole remedy for breach of this representation shall include correction of any defect (being an error in the Services that causes them to fail to operate substantially in accordance with the relevant Specification) by Namos, 30 days from notification by the Customer of the defect that constitutes such breach. Namos does not warrant that it will be able to rectify all defects or that any defect will be rectified within any particular time. In each case (provided that the Customer provides all the information that may be necessary to assist Namos in resolving any defect or fault, including sufficient information for Namos to re-create the defect or fault, at Namos' option it may: either repair or replace the Services with alternative Services which provide a similar level of functionality. Such correction or substitution constitutes the Customer's sole and exclusive remedy.

- 13.3. Namos does not warrant or represent: (a) that the Services will be fit for any purpose or use other than that specifically stated by Namos in writing; or (b) that it will be able to rectify all defects, provided that it shall use all reasonable endeavours to rectify such defects in accordance with service levels in the applicable Support Agreement. The Customer acknowledges that non-material defects in the Services shall not constitute a material breach of this Agreement or prevent acceptance of the Services.

- 13.4. Namos: (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor other than to the extent specifically detailed in any Project Document, that the Services, will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and, (c) shall not be obliged to rectify or be liable in any way for, and any authorised modifications, alteration, use, repair or maintenance of the Services by any other person other than a representative of Namos, shall render any warranties, obligations and support obligations in relation to this Agreement, null and void.

- 13.5. The warranties, representations (and where applicable, warranties) set out in this clause are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement.

14. Intellectual Property Rights

- 14.1. The Customer acknowledges and agrees that Namos and/or its licensors own all intellectual property rights in the Services and otherwise arising out of or connected with this Agreement. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other intellectual property rights or licence save as may be specifically granted to the Customer in accordance with this Agreement and any applicable SOW. Any intellectual property rights in the Services developed by Namos specifically for the Customer as detailed under a SOW shall on payment of the applicable Fees, vest in the Customer.
- 14.2. **Customer Materials.** The Customer warrants to Namos that it has the legal right and authority to enter into and perform its obligations under the Agreement and that any materials provided to Namos by or on behalf of the Customer, and the use by Namos of those materials in connection with this Agreement will not infringe any person's Intellectual Property Rights or other legal rights and will not breach any applicable laws or legislation.
- 14.3. **Customer Indemnity.** The Customer shall defend, indemnify and hold harmless Namos against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs, sums payable by way of settlement and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, or in connection with any breach by the Customer of any term of this Agreement or arising from any claim, demand or action alleging that the Services or use of them are contrary to any law, code or regulation in any country.
- 14.4. The Customer agrees to indemnify Namos against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Namos arising out of any non-compliance by the Customer with the Customer's warranties under this agreement or any third party claim of whatever nature, including defamation and infringement of third party Intellectual Property Rights.
- 14.5. **Namos' Intellectual Property Rights Indemnity.** Namos shall, subject to clause 18, defend the Customer, its officers, directors and employees against any claim that: (a) use of the Services or Documentation provided exclusively by Namos amounts to an infringement of intellectual property rights; (b) Namos have breached Data Protection Legislation, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) Namos is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to Namos in the defence and settlement of such claim, at Namos' expense; and (c) Namos is given sole authority to defend or settle the claim.
- 14.6. **Resolving Claims** In the defence or settlement of any claim, Namos may procure the right for the Customer to continue using the affected Services, replace or modify the affected Services so that they become non-infringing or, if such remedies are not reasonably available, suspend access to such Services on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer other than to reimburse the Customer the Fees paid, following the date Namos is made aware of the infringement, which are associated with the affected part of the Services.
- 14.7. **Exclusions to Namos' Indemnity** In no event shall Namos, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services by anyone other than Namos; or (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Namos; or (c) the Customer's use of the Services after notice of the alleged or actual infringement from Namos or any appropriate authority.
- 14.8. The foregoing states the Customer's sole and exclusive rights and remedies, and Namos' (including Namos' employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality or breach of Data Protection Legislation.
- ## 15. Confidentiality & Publicity
- 15.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which development can be shown by written evidence; (e) is required to be disclosed by law, any court of competent jurisdiction or any regulatory or administrative body.
- 15.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 15.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 15.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.5. The Customer acknowledges that details of the Services, and the results of any performance, security, penetration, vulnerability or other logical, analytical, data or information gathering tests carried out on the Services, constitute Namos' Confidential Information.
- 15.6. Namos acknowledges that the Customer Data is the Confidential Information of the Customer.

- 15.7. The Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party will have executed or shall execute appropriate written agreements with third Parties sufficient to enable Receiving Party to enforce all the provisions of this clause 15.
- 15.8. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **clause** by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure
- 15.9. Upon termination of this Agreement for any reason, Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same
- 15.10. **Remedies.** The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction
- 15.11. The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other Party's Confidential Information
- 15.12. **Suggestions.** The Customer may from time to time provide suggestions, comments or other feedback ("Suggestions") to Namos with respect to Confidential Information provided originally by Namos. Both Parties agree that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by the Customer, shall not, absent a separate written agreement, create any confidentiality obligation for Namos. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the Parties, Namos shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
- 15.13. **Publicity.** The Customer allows Namos to publish the Customer as a Customer of Namos for marketing purposes and to use the Customer's then current trade mark logo and name on the Namos web site. Namos may from time to time collaborate with the Customer to produce and publish Customer comments, endorsements, case studies and other instances of advocacy, for the purposes of marketing, which the Customer has the right to amend and / or approve before publication. Namos will make reasonable efforts to inform the Customer when and where the

publications occur. Whilst Namos will use its best endeavours to ensure best practice, Namos cannot be held liable for any inaccuracies or errors in Namos or third party marketing materials. Neither Party shall make any disclosure or comment to any third party regarding this Agreement, the Services provided under it, or otherwise relating to the other Party, which could be damaging to the commercial standing, goodwill or reputation of the other Party.

16. Customer Data and Materials.

- 16.1. **Customer Materials.** The Customer is entirely responsible for the accuracy and completeness of any material or content forming part of the Services and shall ensure that the customer content does not infringe any applicable laws, regulations or third party rights (including any third party Intellectual Property Rights). The Customer is solely responsible for ensuring that its use of the Services comply with any legal or regulatory requirements in all countries and for all purposes for which use is intended. All materials or content provided by the Customer for incorporation into the Services shall be owned by the Customer (provided that they do not contain any of Namos' Intellectual Property Rights) and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer warrants that all Intellectual Property Rights in such content and data are the Customer's property or that the Customer has a license to use the same for the purpose of their incorporation and use as part of the Services. The Customer grants Namos the non-exclusive right to use such items for the purpose of performing its obligations under this Agreement. The Customer shall own all rights, title and interest in and to all of the Customer data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer data.
- 16.2. Namos shall not be responsible or liable for any loss, destruction, alteration or disclosure of Customer Data or Materials caused by any third party.
- 16.3. **Compliance with Data Protection Act / GDPR.** If Namos processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that the Customer shall be the data controller and Namos shall be a data processor and in any such case the Parties shall comply with the Data Processing Addendum.

17. Term and Termination.

- 17.1. This Agreement shall commence on the Commencement Date and shall continue unless terminated in accordance with the terms of this Agreement.
- 17.2. **Provision of ad hoc / one-off Services.** The provision of ad hoc services detailed in a SOW shall commence on the dates specified in that SOW and shall continue in accordance with any agreed terms and applicable Schedules until the completion of that work.
- 17.3. **Provision of ongoing/renewing Third Party Services.** The provision of ongoing Services shall commence on the date specified in a SOW and throughout any Initial Term detailed therein, and (unless otherwise stated in a specific SOW) thereafter, the agreement for the

provision of those Services shall be automatically renewed for successive rolling periods of 12 months, or such other term as may be detailed in the SOW (each a Renewal Term), unless: (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Term or any Renewal Term, in which case the provision of those Services shall terminate upon the expiry of the applicable Initial or Renewal Term; or (b) otherwise terminated in accordance with the provisions of this Agreement. Unless otherwise agreed, the termination of Services under a SOW shall not affect any other Services detailed in that SOW. The Initial Term together with any subsequent Renewal Terms shall constitute "the Term". (a) either party notifies the other party of termination, in writing, in accordance with the terms of termination as detailed in the applicable SOW. The termination of a SOW shall not automatically terminate any Third Party Services agreement which shall continue in force until the end of its applicable term.

17.4. Termination Either Party may terminate this Master Services Agreement or any SOW forthwith by written notice to the other if:

- 17.4.1. the other Party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administration order (or have an administrator appointed) or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business
- 17.4.2. the other Party commits any material breach of any provision of this Agreement or the SOW which is capable of remedy and that other Party fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 17.4.3. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 17.5. The termination of any individual SOW (in whole or part) shall not terminate this MSA or any other concurrent SOW which shall continue in full force and effect from their individual commencement dates unless otherwise terminated by the Parties in accordance with this clause 17 or as otherwise agreed between the parties in writing in respect to that specific Service, Schedule or SOW.
- 17.6. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.7. Without affecting any other rights that it may be entitled to, Namos may terminate the agreement for breach if: (a) Payment of any invoiced amount (except

to the extent such invoice is disputed in good faith) is overdue and following notification to the Customer the Customer does not pay the overdue amount within seven Business Days of a written notice from Namos; (b) Payment arrangements have been made by the Customer for payment via a third party and the third party refuse to honour Namos' Fees.

17.8. Consequences of Termination. On termination all outstanding unpaid invoices in respect of the Services shall become immediately payable (except where fees are the subject of a bona fide dispute). Namos shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

17.9. Early Termination. If this Agreement is terminated prior to the end of any applicable Initial Term or any Renewal Term, other than for material breach by Namos, all fees payable up to the end of the Initial Term or any Renewal Term and all other fees due and payable to Namos under this Agreement shall be immediately due and payable to Namos.

17.10. On termination of this agreement for any reason: (a) all licences and access to the Services granted under this agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; (c) Namos may destroy or otherwise dispose of any Customer Data in its possession unless Namos receives, no later than 10 business days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. This will be delivered in accordance with the Namos Backup Policy and within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Namos in returning or disposing of the Customer's Data; and (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

17.11. Transition Support. Following the service of a termination notice for any reason, Namos may on agreement between the parties for a maximum period of three months, continue to provide the Services in accordance with this Agreement, (subject to the Customer's full compliance with the Agreement and provided that all undisputed Fees are paid in full) and shall, if requested by the Customer, provide reasonable assistance to the Customer and/or any replacement supplier (subject to appropriate confidentiality undertakings being entered into) to the extent reasonably required to facilitate the smooth migration of the Services to the Customer, or a replacement supplier.

17.12. Namos shall: (a) provide access to the Customer and any replacement supplier for up to three months after termination of this Agreement to such information relating to the Services that remains in the possession or

control of Namos; (b) use all reasonable endeavours, at the Customer's request, to assign or novate, whether in favour of the Customer or any alternative supplier, any contract for Services between Namos and any third party performing any part of the Services.

- 17.13. If termination is by the Customer as a result of Namos' material breach, such reasonable co-operation and assistance shall be provided at no cost to the Customer, in all other cases Namos may charge a reasonable sum at its then day rates in force (for the appropriate personnel) or for such other resource, to cover the cost of providing such co-operation and assistance (plus any expenses to be recovered at cost).

18. Liability

- 18.1. Except as expressly and specifically provided in this agreement: (a) Namos shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Namos by the Customer in connection with the Services, or any actions taken by Namos at the Customer's direction; (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and (c) the Services and the Documentation are provided to the Customer on an "as is" basis
- 18.2. Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law:
- 18.2.1. the Customer shall be solely responsible, as against Namos, for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Customer, any client of the Customer or any other third party based (wholly or in part) on the results obtained from the use of the Services by the Customer;
- 18.2.2. Namos shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Namos by the Customer in connection with the Services; and
- 18.2.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement.
- 18.3. This clause 18 sets out the entire financial liability of either party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of: (a) any breach of this agreement and any Schedule; (b) any use made by the Customer of the Services and Documentation or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 18.4. Neither party excludes or limits liability to the other party for: (a) fraud or fraudulent misrepresentation; (b) death or personal injury caused by negligence; (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any matter for which it would be unlawful for the parties to exclude liability.

18.5. Subject to clause 18.4, neither party shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 18.5.1. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 18.5.2. any loss or corruption (whether direct or indirect) of data or information;
- 18.5.3. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 18.5.4. any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 18.6. Clause 18.5 shall not prevent claims, which fall within the scope of clause 18.5, for tangible property or physical damage.
- 18.7. Subject to clause 18.4, Namos' total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the Fees paid during the 12 months preceding the date on which the claim arose. As the Fees for the service properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.
- 18.8. Namos' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement with regard to any third party Services shall be limited to such sum as Namos actually recovers from such third party after such claim is made.
- 18.9. Any claim by the Customer against Namos shall be made within 6 months of the date of the event giving rise to the claim.

19. Force Majeure

- 19.1. Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations under this Agreement, any Project Document if such delay is caused by circumstances beyond its reasonable control including, without limitation, any delay caused by any act or omission of the other Party (whether or not such act or omission constitutes a breach of this Agreement) or any third Party. Namos shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Namos or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Namos' or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

- 19.2. Subject to the Party which is entitled to claim the protection of clause 19.1 ("Affected Party") promptly notifying the other Party in writing of the reasons for the delay (and the likely duration of the delay), the performance of the Affected Party's obligations shall be suspended during the period that the relevant circumstances persist and, if applicable to any obligation under this Agreement or Project Document the Affected Party shall be granted an extension of time for performance equal to the period of the delay. Except where such delay is caused by the act or omission of the other Party (in which event the rights, remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Agreement and by law) any costs arising from such delay shall be borne by the Party incurring the same. Notwithstanding the above, in the event of a Force Majeure event which affects only part of the Services, the Customer shall during the course of such Force Majeure event to continue to pay for any non-affected part of the Services.
- 19.3. Both Parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible
- 19.4. If the period of delay exceeds 30 days then either Party has the right to terminate the applicable SOW or this Agreement with no further liability.

20. Dispute Resolution

- 20.1. Each Party shall use its best endeavours to resolve amicably and expeditiously any dispute which may arise between them concerning this Agreement or any SOW or any appendices schedules or documents incorporated by reference therein. If a dispute cannot be resolved amicably within 7 days of such dispute being notified in writing by one Party to the other for the purposes of this clause then the dispute shall be determined as follows: (a) If the dispute is of a technical nature concerning the interpretation of any Project Document, SOW or relating to the functions or capabilities of the Software or Namos Software or any similar or related matter or that the Parties agree is of a technical nature ("Technical Dispute") then such dispute shall be referred to the next scheduled project team meeting or a meeting of the Project Managers and Customer Contacts convened for this purpose; (b) If such meeting cannot resolve a Technical Dispute to the satisfaction of both Parties then the dispute will be referred as a matter of urgency to an appropriately qualified senior manager or director of each Party; (c) If such senior managers or directors cannot resolve a Technical Dispute within 21 days of the meeting referred to above or such other period that they may agree then such a dispute must be referred for final settlement to an expert nominated jointly by the Parties or, failing such nomination within 14 days of either Party's written request to the other for such referral, nominated at the request of either Party by

the President from time to time of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. Each Party shall co-operate fully with the expert, including by the provision of such documentation and explanations as the expert may reasonably request. Each Party shall be entitled to make written and oral representations to the expert regarding the subject matter of the disagreement. The expert's decision shall (in the absence of clerical or manifest error) be final and binding on the Parties and his fees for so acting shall be borne by the Parties in equal shares unless he determines that the conduct of either Party or his determination of the issues is such that one Party should bear all or a greater proportion of such fees.

- 20.2. Non-technical disputes shall be referred as a matter of urgency to the managing directors of each Party and if they cannot resolve such dispute within 21 days of it being referred to them then the dispute shall be determined by the English Courts and the Parties hereby submit to the non-exclusive jurisdiction of that court for such purpose

21. Non-Solicitation

- 21.1. No party shall, without the prior written consent of the other, at any time from the date of the Agreement to the expiry of six (6) months after its termination, solicit or entice away from the other or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the other. Any consent given by the other in accordance with this Agreement in writing shall be subject to the Customer paying to the other a sum equivalent to 20% of the then current annual remuneration of the other's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the other party to such employee or sub-contractor.

22. Notices

- 22.1. Any notice required to be given under this agreement shall be in writing and be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes as set out in this agreement. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at 9am on the first day after delivery. Where Namos are required under this agreement to give the Customer any notice in writing, Namos may give this notice by letter or email.

23. Anti-Bribery

23.1. Namos shall: (a) comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements); (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; (c) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Namos in connection with the performance of this agreement. Breach of this clause 23 shall be deemed a material breach of this agreement.

24. General.

24.1. Neither Party may assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except that Namos may assign within its group of companies without consent. Each Party shall remain primarily liable to the other in respect of any act or omission of any sub-contractors as if any act or omission were its own.

24.2. This Agreement, including the Schedules, supersedes all prior representations, arrangements, understandings and agreements between the Parties (whether written or oral) relating to its subject matter and expresses the entire complete and exclusive agreement and understanding between the Parties at the date of execution of this Agreement. Each Party warrants to the other that it has not relied on any representation arrangement understanding or agreement (whether written or oral) not expressly set out or referred to in this agreement. Neither party may make any claim or seek any remedy under this agreement in respect of misrepresentation (whether negligent or otherwise) or untrue statement made by the other party except that this clause does not purport to exclude any liability for fraudulent misrepresentation.

24.3. **TUPE.** It is the parties' intention and understanding that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as subsequently amended or re-enacted) ("TUPE") do not apply to this agreement and none of either party's staff shall transfer to the other party upon any circumstances occurring as contemplated by TUPE or otherwise by operation of this agreement. The parties shall take all reasonable steps to avoid circumstances that give rise to a situation where the provisions of TUPE are likely to apply by operation of this agreement. For the avoidance of doubt, each party shall fully indemnify and keep indemnified the other party against all costs and claims the first party may suffer arising from either the intended or unintended transfer of personnel from the application of TUPE to the operation of this agreement.

24.4. Any variation of this Agreement must be in writing, and signed by an authorised representative of each of the

parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the party whose waiver or consent is required.

24.5. Each provision of this document shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this agreement and the remainder of the provision in question shall continue in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

24.6. The relationship of Namos to the Customer is solely that of independent contractor, and nothing contained herein is intended or will be construed as establishing an employment, joint venture, partnership, and or other business relationship between Namos and the Customer.

24.7. The parties confirm their intent not to confer any rights on any third parties by virtue of this agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

24.8. This agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 - NAMOS SOFTWARE SCHEDULE

LICENSE TO USE NAMOS SOFTWARE

End Users the Customer's partners who are approved by Namos in writing to be permitted to use the Namos Software.

Namos Software the Namos Software as detailed in an SOW
Term the term of the license to use the Namos Software in accordance with this Schedule and any other terms applicable to the Namos Software as detailed in an SOW

Updates any updates (including patches, security updates and hot fixes) to the Namos Software made available to the Customer.

Users the Customer's employees and End Users who the Customer authorise to use the Namos Software in accordance with this Schedule and within the limitations set out in the SOW. Usage by End Users is permissible only when agreed in writing in advance, and as outlined in an SOW.

1 LICENSE

- 1.1 Subject to the Customer's compliance with the Master Services Agreement to which this Namos Software License is attached, the restrictions set out in this clause 1 and the other terms and conditions of this Schedule, Namos hereby grants to the Customer a personal, non-exclusive, non-transferable, sub-licensable (subject to the terms herein), revocable right:
 - (a) to permit Users to use the Namos Software during the Term solely for the Customer's business operations; and,
 - (b) to access and use the Namos Software within the limits of this Schedule and any applicable SOW.
- 1.2 **Limitations on Use.** The rights provided under this Schedule are granted to the Customer only and shall not be considered granted to any subsidiary or holding company unless otherwise agreed in writing.
- 1.3 Except to the extent expressly permitted under this Schedule and to the maximum extent permitted by law, the Customer shall not:
 - (a) (i) attempt to copy, reproduce, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Namos Software in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Namos Software; or;
 - (b) access all or any part of the Namos Software in order to build a product or service which competes with the Namos Software; or
 - (c) use the Namos Software to provide services to third parties or offer any part of the Namos Software for sale or distribution over any other medium; or
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Namos Software available to anyone except the Users or End Users; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Namos Software; or
 - (f) permit any third party (except End Users) to benefit from the use or functionality of the Namos Software.
- 1.4 **The Customer's responsibility for Users.** The Customer are responsible for any User's or End User's breach of this Schedule and shall be liable for and defend and indemnify Namos against any actions or inactions of such Users.
- 1.5 **Transfer or reproduction of Namos Software.** The Customer may make such copies of the Namos Software as are reasonably necessary for use in accordance with this Schedule and for the purposes of backup and security. Neither the Customer nor any End User has the right to make, or authorise the making of, any copies of the Namos Software other than as described in this Schedule.
- 1.6 **Third Party Software.** The Namos Software may include components owned by third parties and licensed directly to the Customer by that third party. These components are made available to the Customer "as is" without warranty or liability of any kind. For more information about such components, please see clause 8 of the Master Services Agreement.
- 1.7 **Termination.** Namos reserves the right, without liability to the Customer or any End User, to terminate the Customer's or any End User's rights to use the Namos

Software (and to do so remotely), without liability at any time: (a) as a result of any breach of the provisions of this Schedule; (b) if the Customer become bankrupt or insolvent, go into liquidation, are subject to any winding up petition, make an arrangement with the Customer's creditors, have an administrator, administrative receiver or other receiver appointed, or if the Customer are subject to any similar action in any jurisdiction; (c) if the Customer fail to pay any sums due in respect of the Namos Software.

2 WARRANTY

- 2.1 Namos warrants that the Namos Software and any Updates will substantially conform to the applicable documentation for ninety 90 days following the date the Namos Software is made available to the Customer for use. This warranty only applies to on-premise deployments of the Namos Software and does not apply if the Namos Software or any other equipment upon which the Namos Software is authorized to be used: (i) has been altered, except by Namos or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Namos, or (iii) is licensed for beta, evaluation, testing or demonstration purposes. Namos shall not be obliged to rectify any particular defect if attempts to rectify such defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of Namos.
- 2.2 At Namos' option and expense, Namos shall repair, replace, or cause the refund of the license fees paid for the non-conforming Namos Software. This remedy is conditioned on the Customer reporting the non-conformance in writing to Namos within the warranty period. Such repair, replacement or refund constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in this clause
- 2.3 Except as expressly set forth above, Namos and its licensors provide Namos Software "as is" and expressly disclaim all warranties, conditions, or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Namos does not warrant that the Namos Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, whilst Namos will use commercially reasonable efforts to deliver the Namos Software free from any viruses, programs, or programming devices ("Malicious Code") designed to modify, delete, damage or disable the Namos Software or Customer data, Namos does not warrant that the Namos Software or any equipment, system, or network on which the Namos Software is used will be free of vulnerability to intrusion or attack but shall not be liable for any harm caused by any such Malicious Code.
- 2.4 The Customer assume sole responsibility for results obtained from the use of the Namos Software and the documentation, and for conclusions drawn from such use, reliance on any results and any action taken. Namos shall have no liability for any damage caused by errors or

omissions in any information, instructions or scripts provided to Namos by the Customer in connection with the Namos Software, or any actions taken by Namos at the Customer's direction.

3 LIMITATION OF LIABILITY

- 3.1 Any and all liability of Namos, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to the Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the fees paid to Namos for the Namos Software in the calendar year in which any claim is made. This limitation of liability for Namos Software is cumulative and not per incident. Nothing in this Schedule limits or excludes any liability that cannot be limited or excluded under applicable law.
- 3.2 The Customer shall defend, indemnify and hold harmless Namos against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Customer's or any User or End User's use of the Namos Software, or any violation of this Schedule; or (ii) any claim of any of any kind including legal fees arising from any claim, demand or action alleging that any use the Customer makes of the Namos Software is contrary to any law, code or regulation in any country.
- 3.3 The Customer shall indemnify Namos from any breach of this Schedule or Namos' intellectual property rights or confidential information without limit of liability.

4 UPDATES

- 4.1 From time to time, Namos may automatically update the Namos Software to improve performance, enhance functionality, or address security issues. Alternatively, Namos may ask the Customer to update the Namos Software for these reasons.
- 4.2 If the Customer chooses not to install such updates or if the Customer opts out of automatic updates, the Customer acknowledges and accepts that it may not be able to continue using the Namos Software and/or may suffer a degradation of service. If the Customer do not deploy an Update at Namos' request, Namos reserve the right to terminate this Namos Software License.

5 OWNERSHIP

- 5.1 Except for the limited license rights expressly granted in this Namos Software License, Namos reserves all rights in and to the Namos Software and any modifications thereto.
- 5.2 Namos or its licensors retain ownership of all intellectual property rights in and to the Namos Software including copies, improvements, enhancements, derivative works, and modifications thereof. The Customer's rights to Use the Namos Software are limited to those expressly granted by this Namos Software License. No other rights with respect to the Namos Software or any related intellectual property rights are granted or implied.
- 5.3 The Customer acknowledge that the Customer have no right to have Use or access the Namos Software in source code form.
- 5.4 The Customer undertake to: (a) treat as confidential and keep secret all confidential information contained or

embodied in the Namos Software, the Documentation and any confidential information conveyed to the Customer in respect to the Namos Software or through training by any means; (b) effect and maintain adequate security measures to safeguard the Namos Software and Documentation from access or use by any unauthorised person.

6 GENERAL

- 6.1 The Customer shall not, without the prior written consent of Namos assign, transfer, charge, sub-contract, or deal in any other manner with all or any of the Customer's rights or obligations under this Namos Software License Schedule.
- 6.2 Namos may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Namos Software License.

SCHEDULE 2 - THIRD-PARTY SOFTWARE SCHEDULE

Appendix 1 – Justransform

1.1 Namos is not a manufacturer of Software and all Third Party Software and Services are supplied from third party sources. Any advice provided by Namos on Software or Service selection is based upon the requirements of the Customer's business as made known by the Customer to Namos at the time of the SOW and shall be consistent with such standard as is applicable to those providing such advice generally including recommendations made from time to time by such equipment manufacturers, or other relevant third party software providers.

1.2 **Fees payable for Third Party Software** shall be separate chargeable items as detailed in the applicable SOW or payment schedule. Any increases in third party fees shall be applied directly as soon as they apply to any Third Party Software or Services.

1.3 **The Customer's use of any Third-Party Software or Services** is governed by the terms of the agreement with the provider of that Third-Party Software or Services, and its warranties. Use of Third-Party Software or Services is at the Customer's sole risk.

(a) Third Party Software and Services are provided "as is" and Namos is not responsible in any way for any Third Party Software or Services performance, features or failures and makes no warranty in respect to the Third Party Software or Services being fit for the Customer's specific purposes are not responsible for the Customer's use of or any harm or losses arising from or relating to the Customer's use of any third-party equipment, services or Software.

(b) Namos provide any Third Party Software or Services to the Customer under the standard licence terms provided by the relevant third parties, copies of which are attached in the Appendices below, and the Customer agrees to be bound to the relevant third parties by such licence terms.

1.4 **Service issues due to third party providers.** The Customer agrees that the provision of a response to a fault or the provision of services by third parties will be dependent on the service levels established within the contractual arrangements with that third party supplier. Namos will liaise with this party suppliers for the provision of Services and support, in accordance with, and to the extent agreed in the applicable Project Documentation and Schedules but will not be liable for any acts or omissions of such third party suppliers, disclaims all liability for and makes no representation or warranty whatsoever in respect to any provision or delivery of Services by or a response from that third party under this Agreement, or that any defect or service or support requests dependent on a response from a third party will be fixed or that any service request will be responded to within a specified period of time by that third party.

i. Term

a. Service Term: The initial term of this Agreement shall be three (3) year(s) (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for successive renewal terms of one (1) year(s) (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term. Subject to licence cost increase.

ii. RESTRICTIONS AND RESPONSIBILITIES

a. Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software except as permitted by the functionality of the Services and related documentation; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use for the benefit of End Users; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation).

b. Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

c. Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). Justransform is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Justransform does not make any representations or warranties with respect to Third Party Services or any third-party providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider and is governed by such third party's terms and conditions.

iii. CONFIDENTIALITY

a. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

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- b. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it [without restriction] by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Justransform may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.
 - c. Customer acknowledges that Justransform does not wish to receive any Proprietary Information from Customer that is not necessary for Justransform to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Justransform may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.
 - d. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.
 - i. SLA



SLA Master.docx

SCHEDULE 3 – PRE-EXISTING SERVICES

1.1 The provisions of this Schedule will apply where Namos is providing Support Services in connection with pre-existing services ("**Pre-existing Services**") whereby similar services have already been provided to the Customer by a third party or carried out by the Customer in-house ("**Previous Service Provider**").

1.2 The Customer acknowledges that: (a) the due diligence process may be hindered where information or assets are required from the Previous Service Provider or any other third party, and the Previous Service Provider is unwilling to provide such information and/or assets, or such information and/or assets are, in the reasonably held opinion of Namos, incomplete, incorrect, or misleading; (b) the provision of the Support Services may be hindered by the condition of the Supported Services that have been provided or made available to Namos by the Previous Service Provider.

1.3 In such circumstances, Namos will use reasonable endeavours to identify, and notify the Customer of, any limitations or issues with the information or assets provided or made available to it by the Customer and/or the Previous Service Provider ("**Pre-existing Issues**"), that are reasonably apparent from the time such information or assets are provided or made available. Nonetheless, the Customer acknowledges that further Pre-existing Issues may become apparent during the provision of the Services.

1.4 The Customer will not hold Namos liable for: (a) any act, omission, or non-cooperation of the Previous Service Provider or any of its agents, representatives or sub-contractors; (b) any Pre-existing Issues notified to the Customer in accordance with clause 1.3; (c) any failures or delay in Namos performing the Services in accordance with this Agreement resulting from Pre-existing Issues that were not reasonably apparent to Namos; (d) any of the circumstances described in clause 1.2 arising; or (e) any claim that any of the assets provided or created by the Previous Service Provider infringe the rights of a third party.

SCHEDULE 4 – DATA PROCESSING AGREEMENT

BACKGROUND

- (A) The parties have entered into an agreement whereby Namos will provide services to the Customer (the “Main Agreement”). This agreement (the “Agreement”) sets out the terms on which Namos will collect and process personal data on the Customer’s behalf in the course of providing services under the Main Agreement;
- (B) The parties acknowledge that Namos will act as an independent controller in relation to Customer Employee Data, which shall include the identity and business contact details of Customer’s workforce with whom Namos deals in order to administer the Main Agreement; and
- (c) The parties further acknowledge that for the purposes of the Data Protection Legislation in so far as the processing of personal data through Namos’ performance of the services is concerned (the ‘Customer Personal Data’) the Customer is the controller and Namos is the processor.

The table below (‘Data Processing Details’) sets out the scope, nature and purpose of processing by Namos, the duration of the processing and the types of Personal Data and categories of Data Subject.

This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (“UK GDPR”) for contracts between controllers and processors

Data Processing Details	
Scope	Processing of Customer Personal Data
Nature and purpose	In order to provide support services to Customer, Namos may, on occasion need to access Customer’s systems and databases and as an unintended consequence may process personal data therein in order to provide this service.
Duration	Term of the Main Agreement
Types of personal data	Any personal data accessible by Namos in order to provide support services. May include, name, contact details, profile information, financial information, employment information or any other type of information accessible by Namos.
Categories of Data Subject	Staff or customers or any other types of individual data subjects whose information is potentially accessible by Namos in order to provide support services to Customer.

DEFINITIONS

“Applicable Laws”: the law of United Kingdom and any other

law that applies in the UK.

“controller”, “processor”, “data subject”, “personal data”, “personal data breach”, “processing” and “appropriate technical and organisational measures”: as defined in the Data Protection Legislation.

“Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)..

1. Compliance with Data Protection Legislation

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party’s obligations or rights under the Data Protection Legislation.

2. Roles of the parties

The parties acknowledge that in relation to Customer Personal Data the controller is the Customer and the processor is Namos.

3. Customer’s Responsibilities regarding Customer Personal Data

Without prejudice to the generality of Clause 1 Customer will retain control of the Customer Personal Data and ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Namos and/or lawful collection or processing of the personal data by Namos on behalf of the Customer for the duration and purposes of this Agreement.

4. Namos’s Responsibilities regarding Customer Personal Data

Namos shall, in relation to the Customer Personal Data:

- (a) process the Customer Personal Data only on written instructions of Customer. The scope, nature purpose and duration of the processing and the Personal Data categories and Data Subject types are described in the ‘Data Processing Details’;
- (b) ensure that all personnel who have access to the Customer Personal Data keep it confidential;
- (c) comply with Customer’s reasonable instructions with respect to processing the Customer Personal Data;
- (d) not transfer the Customer Personal Data outside of the UK unless, in accordance with the Data Protection Legislation, Namos ensures that:
- (i) the transfer is to a country approved as providing an adequate level of protection for Customer Personal Data; or
- (ii) there are appropriate safeguards in place for the transfer of the Customer Personal Data; or
- (iii) binding corporate rules are in place; or

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- (iv) one of the derogations for specific situations applies to the transfer.
- (e) assist Customer, at Customer's cost in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Customer without undue delay on becoming aware of a personal data breach or communication which relates to Customer 's or Namos's compliance with the Data Protection Legislation;
- (g) at the written request of Customer, delete or return the Customer Personal Data (and any copies of the same) to Customer on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate compliance with this Clause 2 and allow for audits by Customer or Customer's designated auditor.
- (i) ensure that they have in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

claims, arising out of or in connection with this Agreement or its subject matter or formation.

5. Third Party Processors

Customer acknowledges and consents generally to the appointment by Namos of third parties as sub-processors of the Customer Personal Data, provided always that Namos confirms that it shall impose on all sub-processors the same data protection obligations as set out in this DPA and shall remain liable for the actions of its sub-processors.

6. General

- 6.1. This Agreement is subject to the terms of the Main Agreement and is incorporated into the Main Agreement. In the case of conflict or ambiguity between any of the provisions of this Agreement and the provisions of the Main Agreement, the provisions of this Agreement will prevail. This Agreement will remain in full force and effect so long as: (a) the Main Agreement remains in effect; or (b) Namos retains any personal data related to the Main Agreement in its possession or control.
- 6.2. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 6.3. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or

SCHEDULE 5 – MANAGED SERVICES

If the parties agree for Namos to provide the eNlighten managed service as part of the Services, the details of the services shall be set out in the relevant Statement of Work.

Agreement

Signed on behalf of Namos Solution Ltd.

Signature:

Name:

Position:

Date:

Signed on behalf of

Signature:

Name:

Position:

Date: