

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this MSA:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulation and codes from time to time in force.

Ad hoc Services: means the project based services provided by the Supplier on an ad hoc basis from time to time as set out in a Statement of Works.

Applicable Policies: the Supplier's business policies as amended by notification to the Customer from time to time.

Business Day: a day, other than a Saturday, Sunday or public holiday in England.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the sums payable for the Works as set out in a Statement of Works or Managed Services Schedule.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

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

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work or Master Services Schedule.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to Clause 6.1(d).

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Master Services Schedule or Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment).

Initial Term: the initial fixed term of a Managed Service Schedule as set out in the MSS in accordance with Clause 2.6.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Managed Services: means the database management, administration, monitoring and support services provided by the Supplier on a managed service basis from time to time as set out in a Managed Services Schedule.

Managed Services Schedule ("MSS"): a detailed agreement, agreed in accordance with Clause 4, describing the Managed Services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template managed services schedule.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Service Term: the duration of the Works agreed by the Customer and the Supplier set out in the MSS or SOW.

Statement of Works ("SOW"): a detailed agreement, agreed in accordance with Clause 4, describing the Ad hoc Services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

Supplier's IP: any intellectual property rights owned by or licensed to the Supplier (including any intellectual property rights in software) which are used by the Supplier to provide the Works.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Works: the Managed Services and Ad hoc Services which are provided by the Supplier under a Managed Services Schedule or Statement of Work.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this MSA.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this MSA and shall have effect as if set out in full in the body of this MSA. Any reference to this MSA includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 This MSA shall be binding on, and ensure to the benefit of, the parties to this MSA and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to writing or written includes fax and email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to this MSA or to any other agreement or document referred to in this MSA is a reference of this MSA or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this MSA) from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this MSA and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT AND DURATION

2.1 This MSA shall commence on the date when it has been signed by all the parties and shall continue until terminated on 3 months' written notice by either party or in accordance with Clause 15 (Termination).

2.2 If either party serves notice to terminate under Clause 2.1:

(a) where there is no MSS or SOW in force as at the date on which such notice is served, such notice shall terminate this MSA with immediate effect;

(b) where a MSS is in force as of the date on which such notice is served, the MSS shall remain in force until the end of the relevant Initial Term or, where the Initial Term has expired, the MSA shall terminate at the end of the notice period;

(c) where a SOW is in force on the date on which such notice is served, and the notice is served by the Customer, the SOW will terminate upon expiry of the notice period and the Customer will not be reimbursed for any unused Ad hoc Services; and

(d) where a SOW is in force on the date on which such notice is served, and the notice is served by the Supplier, the SOW shall remain in force until the end of the relevant Service Term.

2.3 The parties shall not enter into any further MSS or SOWs after the date on which notice to terminate is served under Clause 2.1.

2.4 The Customer may procure any of the Works by agreeing a MSS or SOW with the Supplier pursuant to Clause 4.

2.5 The Supplier shall provide the Works from the date specified in the relevant MSS or SOW subject to any on-boarding process set out in respect of the relevant Works.

2.6 The Service Term of the Works set out in the MSS will last for a period of either 12 months, 24 months, 36 Months or 60 months as specified in the agreed MSS on a fixed term basis (the "Initial Term"). Upon

expiry of the Initial Term, provided that the MSA has not been terminated, the MSS shall remain in force unless or until terminated on not less than three months' prior written notice from either party and the Charges may be adjusted in accordance with Clause 9.5. Where the Customer wishes to terminate the MSS prior to the end of the Initial Term (save where the MSA and/or MSS is terminated in accordance with clause 15) the Customer will be obliged to pay for the remainder of the Initial Term.

2.7 The Service Term in respect of the Ad hoc Services covered within the SOW will run until such services are completed provided that all Ad hoc Services must be used within [one year] of the date of the SOW unless otherwise agreed in writing by the Supplier.

2.8 Where a MSS contains consultancy days to be used within the Service Term on a call off basis and such consultancy days have not been used within the Service Term they will be rolled over to the following year provided that the Customer renews their MSS, but they must be used within the first 3 months of the new term. Where the Customer does not renew the MSS, or such consultancy days remain unused after the first 3 months of the new term, they shall expire.

3. SERVICE

3.1 The Customer appoints the Supplier to provide the Works in accordance with terms outlined in this MSA and the MSS and SOW as applicable.

3.2 Any Work shall be preceded by a MSS or SOW document which is agreed by the Customer in advance of any activity being executed in accordance with clause 4.

3.3 Upon completion of Ad hoc Services, the Customer will complete a statement of acceptance in respect of the Works. The Supplier will provide support and bug fixes for any scripted routines created as part of the Ad hoc Services for a period of 30 days following completion of the statement of acceptance. Subsequent support, changes or amendments will be considered chargeable.

4. MANAGED SERVICES SCHEDULE AND STATEMENTS OF WORK

4.1 Each MSS and SOW shall be agreed in the following manner:

(a) The Customer shall ask the Supplier to provide any or all of the Works and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a MSS or SOW for the Works requested;

(b) following receipt of the information requested from the Customer the Supplier shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested Works; or

(ii) provide the Customer with a draft MSS; or

(iii) provide the Customer with a final MSS or SOW which both parties shall sign when it is agreed.

(c) if the Supplier provides the Customer with a draft MSS pursuant to Clause 4.1(b)(ii), the Supplier and the Customer shall discuss and agree that draft MSS and both parties shall sign the MSS when it is agreed.

4.2 Once a MSS or SOW has been agreed and signed, no amendment shall be made to it except in accordance with Clause 8 (Change control) or Clause 19 (Variation).

4.3 Each MSS and SOW shall be part of this MSA and shall not form a separate contract to it.

5. SUPPLIER'S RESPONSIBILITIES

5.1 The Supplier shall use reasonable endeavours to manage and provide the Works, and deliver the Deliverables to the Customer, in accordance with a MSS and/or SOW in all material respects.

5.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the MSS the essence of this MSA.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) cooperate with the Supplier in all matters relating to the Works;

(b) appoint a manager in respect of the Works to be performed under each SOW or MSS, such person is to be identified in the SOW or MSS and with any change to be notified to the Supplier in writing. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works;

(c) provide, for the Supplier, its agents and subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier including remote access to the Customer's environment and any additional access as is specified in a MSS or SOW;

(d) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;

(e) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the

use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;

(f) ensure that it has appropriate licences of all software to which the Works relate, and acknowledges that it is responsible for all software licence renewals and licence maintenance costs, together with compliance with the terms of the relevant licence, and that if audited by the third party software supplier and found to be non-compliant it may be liable for backdated licence, support and maintenance costs;

(g) keep, maintain and insure the Supplier's Equipment in accordance with the Supplier's instructions from time to time and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and

(h) comply with any additional responsibilities of the Customer as set out in the relevant MSS and/or SOW.

6.2 If the Supplier's performance of its obligations under this MSA is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6.3 If the Customer no longer requires any Works which have been scheduled for a specific date, the Customer must provide 24 hours notice, within Business Hours, to cancel the scheduled Works. If the Supplier is not provided with 24 hours notice of cancellation, then in addition to any extension of time under clause 6.2 or any other remedy, the Supplier may charge the full amount of the Charges in respect of the cancelled Works.

7. NON-SOLICITATION

7.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the date on which any Works commence to the expiry of 6 months after the completion of such Works, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of such Works.

7.2 Any consent given by the Supplier in accordance with Clause 7.1 shall be subject to the Customer paying to the Supplier a sum equivalent to 25% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 25% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

8. CHANGE CONTROL

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until an amendment to the relevant MSS and/or SOW has been signed by both parties.

8.2 If the Supplier wishes to make a change to the Works it shall provide details of the proposed change together with a draft of the amendment to the SOW/MSS.

8.3 If the Customer wishes to make a change to the Works:

(a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and

(b) the Supplier shall, as soon as reasonably practicable after receiving the information at Clause 8.3(a), provide a draft of the amendment to the SOW/MSS.

8.4 If the parties:

(a) agree to the change, they shall sign the amended MSS and/or SOW which shall replace the previous version; or

(b) are unable to agree to a change, either party may require the disagreement to be escalated to senior management of each party.

8.5 The Supplier may charge for the time it spends on preparing documentation in respect of and negotiating changes proposed by the Customer pursuant to Clause 8.3 on a time and materials basis at the Supplier's daily rates.

8.6 Any additional installation, configuration, migration, upgrade or Ad hoc work shall be preceded by a SOW document which is agreed by the Customer in advance of any additional activity being executed.

9. CHARGES AND PAYMENT

9.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the Charges as set out in the SOW and/or MSS or, where not covered by an MSS or SOW, in the most recent quotation or work order relating to the Works.

9.2 Where the Charges for Works are calculated on a time and materials basis the Supplier's fee rates for each individual service will be set out in the MSS or SOW and unless expressly stated assume that the Works will be carried out during normal business hours.

9.3 Where the Charges are calculated on a fixed price basis, the amount of those charges shall be as set out

in the MSS or SOW and unless expressly stated assume that the Works will be carried out during normal business hours.

9.4 The Charges for Works exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works; and

(b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Works as such items and their cost are approved by the Customer in advance from time to time.

9.5 The Supplier may increase any Charges for Works on an annual basis with effect from each anniversary of the date of this MSA in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this MSA and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.6 The Supplier shall invoice the Customer for the Charges for Works at the intervals specified, or on the achievement of the Milestones indicated, in the SOW or MSS. If no intervals are so specified, the Supplier shall invoice the Customer in respect of a SOW upon completion of the Works.

9.7 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

9.8 Where a MSS includes the provision of products (including hardware or software), such products are supplied on the basis that payment for the products or licences to use them will be rolled into the Charges payable during the Initial Term under the MSS. When all relevant invoices in respect of the Initial Term have been paid in full, title to such products or the relevant software licence shall pass to the Customer and until title or any licence passes to the Customer:

(a) the Customer shall maintain such products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(b) the Customer's power of right to use such products shall immediately cease if any of the events in Clause 15(c) - 15(j) occur; and

(c) the Supplier may require the Customer to deliver up all such products in the event that Clause 9.8(b) applies, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the products are stored in order to recover them.

9.9 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this MSA on the due date:

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

(b) the Supplier may suspend part or all of the Works until payment has been made in full.

9.10 All sums payable to the Supplier under this MSA:

(a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.11 Credit Approval and Deposits. Customers will provide the Supplier with credit information as requested and delivery of Works is subject to credit approval. The Supplier may require the Customer to make a deposit as a condition of the Supplier's entry into any MSS or SOW or continuation of the Works where a Customer fails to timely pay the Supplier hereunder or the Supplier reasonably determines that the Customer has had an adverse change in financial condition. Deposits will not exceed 3 months' estimated annual charge for the Works and are due upon the Suppliers written request. When the Works are discontinued, the deposit will be credited to the Customer's account and the balance if any refunded.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 In relation to the Deliverables:

(a) the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;

(b) the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free during the Service Term to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and

(c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 10.1(b).

10.2 In relation to the Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and

(b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the duration of any Works for the purpose of providing the Works to the Customer.

10.3 In relation to the Supplier's IP, the Supplier:

(a) and its licensors shall retain ownership of all IPRs in the Supplier's IP; and

(b) grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free during the Service Term to use the Supplier's IP for the purpose of receiving and using the Works and the Deliverables in its business.

10.4 The Supplier:

(a) warrants that the receipt, use and onward supply of the Works and the Deliverables and the Supplier's IP by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party as far as they can reasonably be aware;

(b) shall, subject to Clause 14.3 indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third parties Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, and use of the Works, Deliverables and Supplier's IP.

(c) shall not be in breach of the warranty at Clause 10.4(a), and the Customer shall have no claim under the indemnity at Clause 10.4(b) to the extent the infringement arises from:

(i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;

(ii) any modification of the Works, any Deliverable or the Supplier's IP, other than by or on behalf of the Supplier; and

(iii) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

10.5 The Customer:

(a) warrants that the receipt and use in the performance of this MSA by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any

Intellectual Property Rights, of any third party as far as they can reasonably be aware and that it has appropriate licences of any Software in relation to which the Works are being provided; and

(b) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this MSA of the Customer Materials.

10.6 In complying with the provisions of sub-Clause 10.1(b), the Service Provider hereby undertakes to execute any such agreements and perform any such actions that may be necessary to put such licenses into effect.

10.7 If either party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this Clause 10, the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at Clause 10.4(b) or Clause 10.5(b) (as applicable) (IPRs Claim);

(b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

(c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

(d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

11. COMPLIANCE WITH LAWS AND POLICIES

11.1 In performing its obligations under this MSA, the Supplier shall comply with:

(a) the Applicable Laws; and

(b) the Applicable Policies.

11.2 Changes to the Works required as a result of changes to the Applicable Laws or the Applicable Policies shall be agreed via the change control procedure set out in Clause 8 (Change control).

12. DATA PROTECTION

12.1 The parties acknowledge that during the performance of its obligations under this MSA, the Company shall be required to process Personal Data on behalf of the Customer in the capacity of a processor. The nature and purposes of the processing to be undertaken, types of Personal Data, the categories of data subjects involved, and the duration of the processing are set out in Schedule 1. The Supplier shall only process such Personal Data to the extent required to effectively perform its obligations under this MSA and not further or otherwise. The Supplier shall keep a written record of any such processing.

12.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.3 Without prejudice to the generality of Clause 12.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this MSA.

12.4 Without prejudice to the generality of Clause 12.2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this MSA:

(a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, 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 (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality,

integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) comply with all of the measures it has informed the Customer that it will take to protect the Personal Data including those specified in the Xynomix Information Security Policy and shall update them from time to time throughout the term of this MSA so that they continue to comply with good industry practice, provided that it shall not make any changes that might result in a lesser degree of protection being afforded to any affected Personal Data;

(d) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(e) not transfer any personal data outside of the European Economic Area unless the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(f) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(g) notify the Customer without undue delay on becoming aware of a personal data breach relating to the personal data of which the Customer is data controller;

(h) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the MSA unless required by Applicable Law to store the personal data; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 12 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

12.5 The Customer does not consent to the Supplier appointing any third party processor of personal data

under this MSA. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 12.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 13.2(a).

13.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this MSA. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this MSA.

14. LIMITATION OF LIABILITY

14.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

14.2 Nothing in this MSA limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.3 Subject to Clause 14.2, the Supplier's total liability in contract, tort (including negligence), breach

of statutory duty or otherwise arising under or in connection with this MSA and any MSS or SOW to the Customer shall not exceed:

(a) in respect of liability arising under Clauses 10, 12 and 13, £5,000,000.

(b) in all other cases, 150% of the Charges paid or payable in the 12 months preceding the claim under the MSS or SOW in respect of which the relevant liability arises.

14.4 This Clause 14.4 sets out specific heads of excluded loss and exceptions from them:

(a) subject to Clause 14.2, the types of loss listed in Clause 14.4(c) are wholly excluded by the parties, but the types of loss and specific losses listed in Clause 14.4(d) are not excluded.

(b) if any loss falls into one or more of the categories in Clause 14.4(c) and also falls into a category, or is specified, in Clause 14.4(d), then it is not excluded.

(c) the following types of loss are wholly excluded:

- (i) Loss of profits;
- (ii) Loss of sales or business;
- (iii) Loss of agreements or contracts;
- (iv) Loss of anticipated savings;
- (v) Loss of use or corruption of software, data or information;
- (vi) Loss of or damage to goodwill;
- (vii) Indirect or consequential loss.

(d) the following types of loss and specific loss are not excluded:

(i) Sums paid by the Customer to the Supplier pursuant to this MSA, in respect of any Works not provided in accordance with the applicable MSS and/or SOW;

(ii) Wasted expenditure;

(iii) Additional costs of procuring and implementing replacements for, or alternatives to, Works not provided in accordance with the applicable Statement of Work. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;

(iv) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

14.5 The Supplier has given commitments as to compliance of the Services with relevant specifications in Clause 5.1. In view of these commitments, the terms

implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this MSA.

14.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, either party may terminate this MSA with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this MSA and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this MSA 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 MSA;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has

become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.1(c) to Clause 15.1(i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or appears to be in financial difficulties.

15.2 Without affecting any other right or remedy available to it, the Supplier may terminate this MSA with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under this MSA on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) there is a change of control of the Customer.

16. CONSEQUENCES OF TERMINATION

16.1 On termination or expiry of this MSA:

(a) all existing Works shall terminate automatically save in respect of termination under Clause 2.1 where Clause 2.2 shall apply;

(b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(c) the Customer shall, within a reasonable time, return all of the Supplier's equipment and data. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment and any products in respect of which title has not yet passed in accordance with Clause 9.8, and may delete the Supplier's IP from the Customer's Equipment. Until the Supplier's Equipment and other products have been returned or repossessed, the Customer shall be solely responsible for its safe keeping;

(d) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works; and

(e) the following clauses shall continue in force: Clause 1 (Interpretation), Clause 7 (Non-solicitation), Clause 10 (Intellectual property rights), Clause 13 (Confidentiality), Clause 14 (Limitation of liability), Clause 16 (Consequences of termination), Clause 20 (Waiver), Clause 22 (Severance), Clause 24 (Conflict), Clause 29 (Governing law) and Clause 30 (Jurisdiction).

16.2 Termination or expiry of this MSA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the MSA which existed at or before the date of termination or expiry.

17. FORCE MAJEURE

17.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

17.2 Provided it has complied with Clause 17.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this MSA by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this MSA or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, it's likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the MSA; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks the party not affected by the Force Majeure Event may terminate this MSA by giving 1 months written notice to the Affected Party.

18. ASSIGNMENT AND OTHER DEALINGS

18.1 The Customer shall not assign, transfer, charge, mortgage, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this MSA.

18.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this MSA, provided that the Supplier gives prior written notice of such dealing to the Customer.

19. VARIATION

Subject to Clause 8 (Change control), no variation of this MSA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. WAIVER

20.1 A waiver of any right or remedy under this MSA or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A failure or delay by a party to exercise any right or remedy provided under this MSA or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this MSA or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.3 A party that waives a right or remedy provided under this MSA or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

21. RIGHTS AND REMEDIES

The rights and remedies provided under this MSA are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

22.1 If any provision or part-provision of this MSA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this MSA.

22.2 If any provision or part-provision of this MSA is deemed deleted under Clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

23.1 This MSA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MSA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this MSA.

24. CONFLICT

If there is an inconsistency between any of the provisions of this MSA and the provisions of the Schedules, the provisions of this MSA shall prevail. If there is an inconsistency between any of the provisions of this MSA and the provisions of any MSS or SOW, the provisions of the MSS or SOW shall prevail.

25. NO PARTNERSHIP OR AGENCY

25.1 Nothing in this MSA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. THIRD PARTY RIGHTS

26.1 Unless it expressly states otherwise, this MSA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MSA.

26.2 The rights of the parties to rescind or vary this MSA are not subject to the consent of any other person.

27. NOTICES

27.1 Any notice or other communication given to a party under or in connection with this MSA shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in the MSS or SOW.

27.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when business hours resume.

27.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. COUNTERPARTS

28.1 This MSA may be executed in any number of counterparts, each of which when executed shall

constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28.2 Transmission of an executed counterpart of this MSA (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this MSA. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

28.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29. GOVERNING LAW

This MSA 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.

30. JURISDICTION

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 claims) arising out of or in connection with this MSA or its subject matter or formation.

SCHEDULE 1: THE PERSONAL DATA

The Nature and Purpose of the Processing

The Company will process the Personal Data for the purposes of performing the Works.

Types of Personal Data (including but not limited to)

The Company will primarily access metadata within the Customer's database, although the Customer's full database will be accessible using the Company's credentials

Categories of Data Subjects (including but not limited to)

The Customer is responsible for determining the personal data and data subjects to be held within the database managed by the Company.

Duration of the Processing

The Company's access to the Customer's databases will cease on termination. The Company will retain its own records relating to the Works for the period of 7 years post termination.