

MASTER SERVICES AGREEMENT

EcoOnline UK Limited

and

[Name of Client]



This master services agreement is entered on [insert date] between the following parties for the provision of services on the following terms and conditions.

PARTIES

- (1) **ECOONLINE UK LIMITED** incorporated and registered in England and Wales with number 04160275 whose registered office is at Aldgate Tower, 2 Leman Street, London, England, E1 8FA (“**EcoOnline**”)
- (2) **[FULL CLIENT COMPANY NAME]** incorporated and registered in [country] with company number [number] whose registered office is at [address] (“**Client**”)

AGREED TERMS

1. INTERPRETATION

- 1.1 The terms of this Master Services Agreement and any Order entered into under it sets out the basis on which the Client appoints EcoOnline (and any company within its Group) to provide the Services.
- 1.2 The definitions and rules of interpretation in this clause apply in this Master Services Agreement.

Authorised Users	those employees, agents and independent contractors of the Client who are authorised by the Client to use the Software, the Services and the Documentation as may be further described in an Order.
Business Day	a day other than a Saturday, Sunday or public holiday in England when that country's banks are open for business.
Change	any change, variation or amendment to this Master Services Agreement (including to any Order).
Client Group Company	any company in the same Group as the Client.
Client Data	the data inputted into the Software by the Client, Authorised Users, or EcoOnline on the Client's behalf, or other data relating to the Client communicated to or processed or generated by EcoOnline, for the purpose of using the Services or facilitating the Client's use of the Services.
Confidential Information	in the case of either party all financial, technical, or business information of a party that it designates as confidential at the time of disclosure to the other party or that the other party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure, together with the contents of this Master Services Agreement and the Documentation.
Configuration Fees	the fees for any Configuration Services as set out in the relevant Order (if applicable).
Configuration Services	the configuration services provided by EcoOnline to configure the Software, as set out in the relevant Order (if applicable).
Documentation	any documentation as specified in the applicable Order describing the Services together with any other technical know-how, reports, plans, brochures, training materials or other documentation prepared by or on behalf of EcoOnline, and which EcoOnline may amend from time to time, provided that any amendments shall not have any materially detrimental impact on the Services.
EcoOnline Group Company	any company in the same Group as EcoOnline.
Effective Date	the date on which this Master Services Agreement has been signed on behalf of both: (a) EcoOnline; and (b) the Client.
Fees	the fees set out in the relevant Order (which may include, where applicable, Configuration Fees).
Group	in relation to a company, that company, any subsidiary, or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Initial Subscription Term	the initial subscription term in relation to the Services as set out in the relevant Order.
IPR	any patent, patent applications, trademarks or trading names (in each case whether registered or unregistered), trademark applications, know-how, design rights registered or unregistered (including registered design applications), Confidential Information, copyright, database rights and all other intellectual property rights, including any rights analogous to the same subsisting anywhere in the world at any time.
Master Services Agreement	this master services agreement (for the avoidance of doubt excluding any Orders).
MSA Term	a term commencing on the Effective Date and continuing until this Master Services Agreement is terminated in accordance with clause 15.
Normal Business Hours	9.00 am to 5.00 pm in England, each Business Day.
Order	a document which shall be subject to and which shall incorporate the terms of this Master Services Agreement and which describes the Services, pricing and other specific terms applicable to the provision of such Services agreed in accordance with clause 3 entered into from time to time.
Renewal Period	the period described in clause 15.2.
Service Commencement Date	the date upon which the provision of Services is commenced pursuant to any Order.
Services	the services provided by EcoOnline or an EcoOnline Group Company to the Client and/or a Client Group Company under this Master Services Agreement, as more particularly described in the relevant Order, including (where relevant) any Third-Party Tools.
Software	any software applications provided by EcoOnline as part of the Services, as set out in the relevant Order, including (where relevant) any software applications which are Third-Party Tools.
Subscription Term	the Initial Subscription Term together with any subsequent Renewal Periods.
Third-Party Tools	any third-party products, software applications or services made available to the Client by EcoOnline or directly by a third party.
Unauthorised User	any: (a) employee(s), agent(s) or independent contractor(s) of the Client; and/or (b) any other party under the Client's control, who is not an Authorised User.
Virus	any device or thing (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.3 Clause, schedule, annex and paragraph headings shall not affect the interpretation of this Master Services Agreement or any Order. Words in the singular shall include the plural and vice versa. A reference to writing or written includes email but not fax.
- 1.4 A reference to a statute includes any amendment, variation or replacement to the same. References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

- 1.5 The Schedules form part of this Master Services Agreement and shall have effect as if set out in full in the body of this Master Services Agreement. Any reference to this Master Services Agreement includes the Schedules.

2. BASIS OF SUPPLY

- 2.1 Subject to the Client paying the Fees, EcoOnline shall provide the Services to the Client in accordance with any Order(s) and this Master Services Agreement for the Subscription Term.
- 2.2 Subject to any variation in accordance with clause 7, this Master Services Agreement constitutes the entire understanding of the parties in connection with the matters herein contained and supersedes and overrides any prior agreements, promises, undertakings or representations (whether written, oral or implied) relating to the subject matter herein. The parties acknowledge that in entering into this Master Services Agreement, neither has relied upon any oral or written representation or undertaking by the other except as expressly incorporated in this Master Services Agreement.
- 2.3 Any quotation, tender or price list in whatever form given to the Client is subject to this Master Services Agreement and does not constitute an offer to supply.
- 2.4 In no circumstances shall any conditions of purchase submitted at any time by the Client be applied to this Master Services Agreement and any failure by EcoOnline to challenge any such terms and conditions does not imply acceptance of those conditions of purchase.

3. ORDER CONTRACT PROCESS

- 3.1 This Master Services Agreement governs the overall relationship of the parties in relation to the Services provided by the EcoOnline Group to the Client Group.
- 3.2 The parties and their respective Group Companies shall be entitled from time to time to enter into Orders for the provision of Services. An Order shall not enter into force or be legally binding unless:
- (a) it has been signed by the authorised representatives of the relevant parties; and
 - (b) as at the date of the Order, this Master Services Agreement is still in force.
- 3.3 If the Client wishes an Order to be entered in to with a Client Group Company, it shall provide EcoOnline with all relevant information (including financial information) which EcoOnline requires in order to satisfy itself as to the suitability of the Client Group Company.
- 3.4 Where an EcoOnline Group Company and/or a Client Group Company have entered into an Order which references this Master Service Agreement, this Master Services Agreement shall apply to such Order as if the relevant EcoOnline Group Company and/or Client Group Company were a signatory to this Master Services Agreement. Solely in respect of such Order, such EcoOnline Group Company and/or Client Group Company becomes a party to this Master Services Agreement (and becomes subject to its rights and obligations in relation to such Order) and references to EcoOnline and the Client in this Master Services Agreement are deemed to be references to the relevant EcoOnline Group Company and Client Group Company respectively. Each Order is a separate obligation of the EcoOnline Group Company and/or Client Group Company that execute(s) such Order, and no other EcoOnline Group Company or Client Group Company has any liability or obligation under such Order.
- 3.5 Any amendments to this Master Services Agreement agreed by the Client and EcoOnline in accordance with clause 7 shall be deemed to apply to all future Orders entered into after the date of such amendment.
- 3.6 In the event of a conflict between any terms, the following order of precedence shall apply:
- (a) the Order which is the subject matter of the relevant conflict; and
 - (b) any other Order entered in to between the parties pursuant to this Master Services Agreement; and
 - (c) this Master Services Agreement.

4. USER SUBSCRIPTIONS

- 4.1 Subject to the Client paying the Fees in accordance with clause 10, and complying with all obligations in this Master Services Agreement, EcoOnline hereby grants to the Client a royalty free, non-exclusive, non-transferable, revocable right to permit the Authorised Users to use the Software and the Documentation during the Subscription Term for all reasonable purposes relating to the Services and solely for the Client's business purposes. The Client shall and shall ensure that any Authorised Users use and operate the Software solely in accordance with EcoOnline's instructions and in accordance with generally accepted principles of internet usage.
- 4.2 The Client shall not, and shall procure that any Authorised Users shall not access, store, distribute or transmit any Viruses, or any material during its use of the Software that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, abusive, indecent, infringing, harassing or racially or ethnically offensive; or
 - (b) facilitates illegal activity, or, depicts sexually explicit images, or, promotes unlawful violence; or
 - (c) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (d) is in a manner that is otherwise illegal or causes damage or injury to any person or property; or

- (e) in breach of confidence, copyright, privacy, IPR or other rights, or to send or to provide unsolicited advertising or promotional material,

and EcoOnline reserves the right, without liability or prejudice to its other rights, to disable the Client's access to the Software where the Client breaches any of the provisions of this clause 4.2.

4.3 The Client shall not, and shall procure that each Authorised User shall not (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties):

- (a) attempt to copy, adapt, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or the Documentation in any form of media or by any means; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form, or make error connections in all or any part of the Software; or
- (c) access all or any part of the Software and/or the Documentation in order to build a product or service which competes with the Software and/or the Services and/or the Documentation; or
- (d) subject to clause 18.3, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or the Documentation available to any third party except the Authorised Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Software and/or the Documentation other than as provided under this clause 4; or
- (f) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Services or the Documentation; or
- (g) use any robot, spider, data scraping, or extraction tool or similar mechanism.

4.4 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify EcoOnline. Without prejudice to any rights or remedies which may be available to EcoOnline, if any Viruses are transmitted or introduced into the Software or any IT system used by EcoOnline in relation to the Services by:

- (a) the Client; or
- (b) any Authorised User; or
- (c) any Unauthorised User,

the Client shall promptly notify EcoOnline and, unless otherwise directed by EcoOnline, shall take any such action at its own cost as is reasonably necessary to eliminate such Viruses and/or ameliorate their effect.

4.5 The Client shall ensure that it maintains an up-to-date list of all Authorised Users with access to the Software at any given time and shall provide the list to EcoOnline promptly upon request. The Client shall ensure that each Authorised User keeps his or her username and password confidential and does not at any time share any access details with any other person. In the event that EcoOnline discovers or has reasonable suspicion to believe that any access details have been shared with a third party, EcoOnline reserves the right to suspend access to the Services whilst it conducts investigations into the matter and EcoOnline shall remove such suspension upon resolution to EcoOnline's reasonable satisfaction of the circumstances giving rise to such suspension.

4.6 The Client may not give access to the Software to any competitor of EcoOnline or the provider of any Third-Party Tools.

4.7 The Client acknowledges and accepts that EcoOnline may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of access details to support or defend any dispute or actionable cause.

4.8 The rights provided under clause 4.1 are granted to the Client only and shall not be considered granted to any Group company of the Client unless stated otherwise in the relevant Order. EcoOnline reserves the right to charge reasonable additional charges where the Client breaches the rights provided under clause 4.1.

5. SERVICES

5.1 The Services shall be provided in accordance with this Master Services Agreement and the relevant Order(s). Any other descriptive material including the Documentation provided by EcoOnline to the Client is provided only to assist the Client and does not form part of this Master Services Agreement or an Order.

5.2 Where any timescales are given in an Order or the Documentation for the performance of any Services (including any Configuration Services), such timescales are given as estimates only and accordingly no liability shall accrue to EcoOnline in the event that any such timescales are not met. Time for performance of the Services shall not be of the essence. EcoOnline agrees to use all reasonable endeavours to adhere to any such timescales and shall keep the Client up-to-date with any delays, the reasons for such delays and the steps EcoOnline is taking to mitigate any such delays.

- 5.3 The Client may purchase enhanced Services separately at EcoOnline's then current rates, which for the avoidance of doubt shall extend the Services provided under this Master Services Agreement and subsequently the parties shall comply with the provisions of clause 7 in relation to any variation.
- 5.4 EcoOnline shall, as part of the Services, provide the Client with EcoOnline's standard client support services by e-mail and telephone during Normal Business Hours during the Subscription Term. EcoOnline may amend this provision in its sole and absolute discretion from time to time, provided that any such amendments shall not have a material detrimental impact on the Services. The Client may purchase enhanced support Services separately at EcoOnline's then current rates.
- 5.5 EcoOnline shall ensure that the Software is hosted on a leading provider's platform. EcoOnline may change the hosting provider in its sole and absolute discretion from time to time, provided that any such amendments shall not have a material detrimental impact on the Services.
- 5.6 The Client may (but is not obliged to) give to EcoOnline any suggestion, enhancement request, recommendation, correction or other ideas or feedback (collectively, "**Feedback**") of itself or any of its Authorised Users relating to any software or service owned or offered by EcoOnline.
- 5.7 EcoOnline may gather statistical data, analytics, trends and other aggregated or otherwise de-identified data derived from the Client's and Authorised Users' use of the Services provided that such data does not allow Client Data to be separated from the aggregated data and identified as relating to the Client or an Authorised User ("**Anonymised Data**").
- 5.8 The Client agrees that: (a) Feedback shall not include the Client's or any Authorised User or any third party's confidential information; and (b) neither the Client nor any Authorised User nor anything in this Master Services Agreement or in the parties' dealings arising out of or related to this Master Services Agreement will restrict EcoOnline's right to use, profit from, disclose, publish, keep secret or otherwise exploit (collectively "**Exploit**") the Feedback and/or the Anonymised Data, without compensating or crediting the Client or the Authorised User or their respective employees or other representatives. Without limiting the foregoing, the Client grants, and shall ensure that Authorised Users grant, EcoOnline and (where relevant) the third-party owner, creator and/or provider of Third-Party Tools, a fully paid-up, royalty-free, perpetual, irrevocable, assignable, transferable, worldwide, sublicensable license to Exploit the Feedback and the Anonymised Data in any way without restriction. EcoOnline and (where relevant) the third-party owner, creator and/or provider of Third-Party Tools, also reserve the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such Feedback or Anonymised Data.

6. CLIENT DATA

- 6.1 The Client shall own all right, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data. The Client hereby grants to EcoOnline and (where relevant) the third-party owner, creator and/or provider of Third-Party Tools, during the Subscription Term a non-exclusive, non-transferable, non-sublicensable right to receive, copy, store, modify and use Client Data, solely for the provision of the Services. The Client acknowledges that the provision of the Services by EcoOnline is based on the Client Data and EcoOnline shall not have any duty to check the accuracy or completeness of the Client Data. EcoOnline accepts no liability for the incorrect provision of Services based on Client Data provided by the Client under this Master Services Agreement.
- 6.2 The parties agree that, with respect to any Client Data that constitutes personal data, the parties shall comply with their respective obligations in Schedule 1.
- 6.3 EcoOnline shall follow its back up procedures for the Client Data as may be set out in the applicable Order or the Documentation. In the event of any loss or damage to the Client Data, the Client's sole and exclusive remedy shall be for EcoOnline to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by EcoOnline in accordance with the archiving procedure described in the applicable Order or the Documentation. EcoOnline shall not be responsible for any loss, destruction, alteration or disclosure of the Client Data caused by any third party (except those third parties subcontracted by EcoOnline to perform the Services).

7. CHANGE CONTROL

- 7.1 Subject to clause 7.2 and clause 10.6, no variation of this Master Services Agreement shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties. Client Group Companies may only amend, modify or change the terms of this Master Services Agreement to the extent that they specifically apply to their Order.
- 7.2 EcoOnline shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not adversely affect the nature or quality of the Services, and EcoOnline shall notify the Client of the relevant changes and any consequent amendment to the Fees in any such event.

8. ECOONLINE'S OBLIGATIONS

- 8.1 EcoOnline shall supply the Services with reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services. EcoOnline shall provide the Services in accordance with the applicable Order.

8.2 The obligations in clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to EcoOnline's instructions, or modification or alteration of the Services by any party other than EcoOnline or EcoOnline's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, EcoOnline shall, use reasonable commercial endeavours to correct any such non-conformance, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of clause 8.1. Notwithstanding the foregoing, EcoOnline:

- (a) does not warrant that the Client's use of the Services shall be uninterrupted or error-free; or that the Services and/or the information obtained by the Client through the Services shall meet the Client'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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities,

and excludes any liability in relation to the same.

8.3 EcoOnline reserves the right to undertake any maintenance or emergency work on any Software from time to time as and when required, provided always that EcoOnline shall use all reasonable endeavours to notify the Client in advance of such work.

8.4 The Client shall give notice to EcoOnline as soon as practicable upon becoming aware of a breach by EcoOnline of its obligations under clause 8.1.

9. CLIENT'S OBLIGATIONS

9.1 The Client shall:

- (a) provide EcoOnline with:
 - (i) all necessary co-operation in relation to this Master Services Agreement; and
 - (ii) all necessary access to such information as may be required by EcoOnline in order to provide the Services;
- (b) be responsible for the accuracy and legitimacy of all information from time to time provided to EcoOnline and ensure that none of it infringes the IPR of any third party or defames any third party and, subject to clause 14, indemnify and keep EcoOnline indemnified accordingly;
- (c) without affecting its other obligations under this Master Services Agreement, comply with all applicable laws and regulations with respect to its activities under this Master Services Agreement;
- (d) carry out all other Client responsibilities set out in this Master Services Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such responsibilities as agreed by the parties, EcoOnline may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (e) ensure that the Authorised Users use the Software and the Services and the Documentation in accordance with this Master Services Agreement and be responsible for any action by an Authorised User or Unauthorised User that constitutes a breach of this Master Services Agreement;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for EcoOnline, its contractors and agents to perform their obligations under this Master Services Agreement;
- (g) ensure that its network and systems comply with any relevant specifications in an Order or as provided by EcoOnline from time to time; and
- (h) be, to the extent permitted by law and except as otherwise expressly provided in this Master Services Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to EcoOnline's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9.2 The Client hereby acknowledges that the provision by EcoOnline of the Services in accordance with this Master Services Agreement does not absolve the Client from any obligation, including any statutory duty or obligation, to which it may from time to time be subject.

9.3 The Client agrees that EcoOnline shall not be liable under any circumstances for any delays, errors or problems caused by any act or omission on the part of the Client, its agents or employees. EcoOnline may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.

9.4 The Client accepts all risks and liability arising from: (a) possession; (b) use; (c) results; and/or (d) reliance on results obtained from use of the Services or any component thereof for any purpose.

- 9.5 The Client agrees that it shall be required to agree to the terms of an End User License Agreement, the format of which is to be as required by the owner or provider of the Third-Party Tools from time to time, in order to be permitted access to the Third-Party Tools.

10. CHARGES AND PAYMENT

- 10.1 The Client shall pay to EcoOnline:
- (a) the Fees;
 - (b) EcoOnline's travel expenses, subject to prior approval by the Client; and
 - (c) all other fees set out in any Order.
- 10.2 The Client shall on the date of signature of each applicable Order, provide to EcoOnline valid, up-to-date and complete approved purchase order information acceptable to EcoOnline (if required) and/or any other relevant valid, up-to-date and complete contact and billing details and EcoOnline shall invoice the Client for the Fees in accordance with the Order.
- 10.3 The Client shall pay the Fees specified in any invoice within thirty (30) days of the date of such invoice (unless otherwise stated in the Order) by direct debit or BACS transfer into EcoOnline's account as notified in writing by EcoOnline from time to time.
- 10.4 If EcoOnline has not received payment by the due date and such payment remains outstanding fourteen (14) days after EcoOnline has notified the Client that payment is outstanding, without prejudice to any other rights and remedies of EcoOnline:
- (a) EcoOnline may, without liability to the Client, disable the Client's password, account and access to all or part of the Software or the Services covered by the applicable Order and EcoOnline shall be under no obligation to provide any or all of the Software or the Services covered by the applicable Order while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on such due amounts at an annual rate equal to 5% per annum above the European Central Bank base rate as at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 10.5 All amounts and fees stated or referred to in this Master Services Agreement:
- (a) shall be payable in the currency as stated in an Order;
 - (b) are non-cancellable and non-refundable, unless otherwise stated in this Master Services Agreement; and
 - (c) are exclusive of value added tax or sales tax or other similar applicable tax, which shall be added to EcoOnline's invoice(s) at the appropriate rate.
- 10.6 EcoOnline shall be entitled to increase the Fees (excluding any Configuration Fees) in respect of an Order on each anniversary of the date of such Order by the percentage rate of increase in the then current Consumer Prices Index +5% (unless a different rate is stated in the Order) upon at least twenty one (21) days' prior notice to the Client, and the Fees shall be deemed to have been amended accordingly.
- 10.7 All payments to be made by the Client under this Master Services Agreement shall be made in full without any set-off, restriction or conditions and without any deduction of or on account of any counterclaim.
- 10.8 If the Client requires EcoOnline to carry out any additional services not specified in the Order, EcoOnline shall be entitled to make additional charges for such services subject to the prior agreement of the parties.

11. PROPRIETARY RIGHTS

- 11.1 The Client acknowledges and agrees that EcoOnline or the applicable member of its Group owns and shall retain all ownership of IPR rights in the Software and the Services and the Documentation and/or any material created by or on behalf of EcoOnline whether specifically for the purposes of this Master Services Agreement or otherwise.
- 11.2 Except as expressly stated herein, this Master Services Agreement does not grant the Client any rights to, under or in, any IPR or any other rights or licences in respect of the Software and/or the Services and/or the Documentation.
- 11.3 EcoOnline confirms that it has all the rights in relation to the Software, the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Master Services Agreement.
- 11.4 EcoOnline shall be entitled to remove access to:
- (a) any Software for which it retains title at any time where clauses 4.2, 4.5, 10.4(a) or clause 13.3 apply or with immediate effect where a relevant Order or this Master Services Agreement is terminated in accordance with its provisions; and
 - (b) any Software which is sublicensed to the Client by EcoOnline where EcoOnline's license is suspended or terminated for any reason. Where EcoOnline's license is suspended or terminated due to EcoOnline's

failure to comply with the terms of its license, EcoOnline shall refund to the Client any portion of the Fees which have been prepaid and relate to the period after the date of suspension or termination.

- 11.5 The Client shall not be entitled to rely on any deliverables or information provided by EcoOnline during this Master Services Agreement outside of the Subscription Term or for any reason during the Subscription Term other than for its own usual business purposes and/or the purpose for which they were originally provided. EcoOnline accepts no liability for use of the Documentation or any information provided to the Client other than during the Subscription Term and for the purposes set out in this clause 11.5.

12. CONFIDENTIALITY

- 12.1 Each party shall keep confidential all Confidential Information obtained from the other pursuant to or in contemplation of this Master Services Agreement, shall use the same only for the purposes of this Master Services Agreement and shall not disclose such Confidential Information to any person (except to its own employees or external legal advisors or, in the case of EcoOnline, its employees, external legal advisors and subcontractors, and then only to those employees, external legal advisors or subcontractors who need to know the same) without the other's prior written consent. In addition, the Client shall keep confidential and not disclose (except as mentioned) any terms of this Master Services Agreement.
- 12.2 Each party agrees that the obligation contained in clause 12.1 shall continue in force without limitation in point of time notwithstanding the termination of this Master Services Agreement for any reason, but shall cease to apply to information that falls within the remit of clause 12.3.
- 12.3 The obligations of the parties pursuant to clauses 12.1 and 12.2 shall not extend to any information which: (i) was rightfully in the possession of the receiving party (and at its free disposal) prior to the commencement of negotiations leading to this Master Services Agreement; (ii) which is already public knowledge or becomes so at a future date otherwise than as the result of a breach of this clause 12; (iii) whose disclosure is required (and to the extent that it is required) by law; or (iv) which is received independently from another source without the imposition of any duty of confidence.

13. INDEMNITY

- 13.1 The Client shall defend, indemnify and hold harmless EcoOnline against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Client's use of the Software and/or the Services and/or the Documentation in breach of the requirements of this Master Services Agreement (including any breach of the Client's obligations in clause 4.2 and clause 4.3); and/or (ii) any breach or infringement of third party IPR relating to materials provided by the Client to EcoOnline in connection with this Master Services Agreement; and/or (iii) any breach by the Client of an End User Licence Agreement in relation to Third-Party Tools.
- 13.2 Subject to clauses 13.4 and 14, EcoOnline shall defend the Client, its officers, directors and employees against any claim that the Software and/or the Documentation infringes any third-party IPR, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- (a) EcoOnline is given prompt notice of any such claim;
 - (b) the Client provides reasonable co-operation to EcoOnline in the defence and settlement of such claim, at EcoOnline's expense; and
 - (c) EcoOnline is given sole authority to defend or settle the claim.
- 13.3 In the defence or settlement of any claim, or in the event of any threatened claim or breach of IPR, EcoOnline may procure the right for the Client to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Master Services Agreement or the applicable Order on immediate notice to the Client without any additional liability.
- 13.4 In no event shall EcoOnline, its employees, agents and subcontractors be liable to the Client to the extent that an alleged IPR infringement by EcoOnline is based on:
- (a) a modification of the Software by anyone other than EcoOnline; or
 - (b) the Client's use of the Software in a manner contrary to the instructions given to the Client by EcoOnline; or
 - (c) the Client's use of the Software after notice of the alleged or actual infringement from EcoOnline or any appropriate authority; or
 - (d) any misuse by or on behalf of the Client, or any other person, of any of the Software (which shall be determined by reference to the purpose for which the Software was originally prepared) or any other deliverables generated during the provision of the Services.
- 13.5 The indemnity in clause 13.2, subject to clause 14 and the rights of termination in clause 15, state the Client's sole and exclusive rights and remedies, and EcoOnline's (including EcoOnline's employees, agents and subcontractors) entire obligations and liability, for infringement of any IPR.

14. LIMITATION OF LIABILITY

- 14.1 This clause 14 sets out the entire financial liability of EcoOnline (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client:
- (a) arising under or in connection with this Master Services Agreement and/or any Order;
 - (b) in respect of any use made by the Client of the Software and/or the Services and/or the Documentation or any part of them; and
 - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Master Services Agreement.
- 14.2 Except as expressly and specifically provided in this Master Services Agreement:
- (a) the Client assumes sole responsibility for results obtained from the use of the Software and/or Services by the Client, and for conclusions drawn from such use. EcoOnline shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to EcoOnline by the Client in connection with the Software and/or the Services, or any actions taken by EcoOnline at the Client'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 Master Services Agreement;
 - (c) the Services, the Software and the Documentation are provided to the Client on an "as is" basis; and
 - (d) Client's sole and exclusive remedy related to Third-Party Tools shall be with and against the third-party owner, creator and/or provider of such tools.
- 14.3 Nothing in this Master Services Agreement excludes the liability of either party for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation or any other liability that cannot be excluded by law.
- 14.4 Subject to clause 14.3:
- (a) neither party shall be liable in any circumstances, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any (direct or indirect) loss of profits (save for payment of any Fees), loss of business or business opportunity, loss of anticipated savings, depletion of goodwill and/or similar losses or loss, loss of or damage to or corruption of data or information, pure economic loss, third party claims, loss of downtime of the Services for maintenance or emergencies, (in the case of EcoOnline) loss which could have been avoided through reasonable conduct of the Client taking reasonable precautions, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Master Services Agreement; and
 - (b) if EcoOnline's performance of its obligations under this Master Services Agreement or any Order is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, EcoOnline shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay; and
 - (c) EcoOnline's 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 Master Services Agreement shall be limited to the total Fees paid under the applicable Order (governing the Services which are the subject of the claim) during the 12 months immediately preceding the date on which the claim arose; and
 - (d) EcoOnline's total aggregate liability in respect of the indemnity at clause 13.2 and/or a breach of its obligations under clause 12 and/or a breach of its obligations in Schedule 1 shall be limited to the greater of: (i) three times the total Fees paid under the applicable Order (governing the Services which are the subject of the claim); and (ii) £250,000 (two hundred and fifty thousand pounds).
- 14.5 Nothing in this clause 14 shall confer any right or remedy upon the Client to which it would not otherwise be legally entitled.
- 14.6 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 14.4 are fair and reasonable, reflected in the level of the Fees and the insurance cover carried by EcoOnline and are just and equitable having full regards to the extent of EcoOnline's responsibility for any loss or damage suffered.
- 14.7 Save as required by law, the Client's exclusive remedy for any default or defect in the performance of the Services by EcoOnline shall be to correct and/or re-perform any such defective Services by EcoOnline. If it is not economical or technically feasible for EcoOnline to correct and/or re-perform the defect then the Client's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 14) or to terminate this Master Services Agreement under clause 15.5 in the event of a material breach.

15. TERMINATION

- 15.1 This Master Services Agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue until terminated by either party on ninety (90) days' notice in which case this

Master Services Agreement shall terminate upon the expiry of such notice or the expiry or termination of the final Order in existence (whichever shall be the later).

- 15.2 Each Order shall continue for the Initial Subscription Term, and, thereafter shall be automatically renewed for successive periods of 12 months (each a **"Renewal Period"**), unless:
- (a) either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Subscription Term or any Renewal Period (as the case may be), in which case the relevant Order shall terminate upon the expiry of the Initial Subscription Term or Renewal Period (as the case may be); or
 - (b) the Order is otherwise terminated in accordance with the provisions of this Master Services Agreement.
- 15.3 EcoOnline may terminate this Master Services Agreement and/or any Order by providing the Client with ninety (90) days' written notice where the Client does anything which may bring EcoOnline or any company within its Group into disrepute.
- 15.4 Save as set out in clauses 15.1 and 15.2(a), the Client shall not be entitled to terminate this Master Services Agreement or any Order without cause.
- 15.5 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Master Services Agreement and/or an Order which is the subject of the events below, without liability to the other if:
- (a) the other party commits a material breach of this Master Services Agreement or an Order, provided that if the breach is capable of remedy (being actual remedy as opposed to remedy by payment of damages or compensation), the notice shall only be given if the party shall not have remedied the same within thirty (30) days of having been given notice in writing specifying the breach and requiring it to be remedied; or
 - (b) the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;
 - (c) the other party fails to make any payment in accordance with the terms of this Master Services Agreement or any Order; or
 - (d) the other party ceases or threatens to cease trading.
- 15.6 Termination of this Master Services Agreement and/or any Order for any reason shall not affect any accrued rights or liabilities of either party which has accrued up until the date of the termination.
- 15.7 Upon termination of an Order for any reason, all licences granted under such Order shall immediately terminate and the Client shall immediately cease using the applicable Software and the Documentation under such Order. In addition, the Client shall, at EcoOnline's option, either return all copies of any Confidential Information which relates to the Order to EcoOnline, or destroy all copies of such Confidential Information.
- 15.8 Where EcoOnline is providing the Client with access to Software under the applicable Order, upon termination of an Order and/or this Master Services Agreement, EcoOnline may destroy or otherwise dispose of any of the applicable Client Data in its possession unless EcoOnline receives, no later than thirty (30) days after the date of the termination of the Order and/or this Master Services Agreement, a written request for the delivery to the Client of the most recently available version of the applicable Client Data. EcoOnline shall use reasonable commercial endeavours to deliver the version of the Client Data to the Client (in CSV format or similar format as decided by EcoOnline) within sixty (60) days of its receipt of such a written request, provided that the Client 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 Client shall pay all reasonable expenses incurred by EcoOnline in returning or disposing of the applicable Client Data, together with EcoOnline's fees for undertaking the delivery, charged in accordance with EcoOnline's then current rates.
- 15.9 Upon termination of this Master Services Agreement or any Order for any reason, the Client shall remain liable to pay EcoOnline any Fees outstanding and for any Services already performed prior to the date of termination.
- 15.10 Clauses 1, 10, 11, 12, 13, 14, 15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 17 and 18 shall survive termination.
- 15.11 On termination (or expiry) of this Master Services Agreement, howsoever arising, each Order then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Order, unless terminated earlier in accordance with the terms of such Order.
- 15.12 The termination or expiry of an Order shall not affect the validity or continuance of any other Order pursuant to this Master Services Agreement or this Master Services Agreement itself.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable to the other party or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of its obligations under this Master Services Agreement if the delay or failure was due to any cause beyond the relevant party's reasonable control, including but not limited to acts of God, terrorism, pandemic, industrial action, war, flood or fire ("**Force Majeure Event**"). In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.
- 16.2 In the event that a Force Majeure Event subsists for a period of longer than ninety (90) days, either party shall be entitled to terminate the applicable Order to which the Force Majeure Event relates.

17. DISPUTE RESOLUTION

- 17.1 If a dispute arises out of or in connection with this Master Services Agreement or the performance, validity or enforceability of it (**Dispute**), then except as expressly provided in this Master Services Agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, each party shall designate a senior management representative, who shall attempt in good faith to resolve the Dispute;
 - (b) if the senior management representatives of the parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, each party shall designate a board director, who shall attempt in good faith to resolve it; and
 - (c) if the board directors of the parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties shall attempt to settle it by mediation with the assistance of the Centre for Effective Dispute Resolution in London (**CEDR**). To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than fourteen (14) days after the date of the ADR notice
- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 18.13 which clause shall apply at all times.
- 17.3 If the Dispute is not resolved within forty five (45) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of forty five (45) days, or the mediation terminates before the expiration of the said period of forty five (45) days, the Dispute shall be finally resolved by the applicable courts in accordance with clause 18.13.

18. GENERAL

- 18.1 **Marketing.** EcoOnline shall obtain the Client's prior written consent (not to be unreasonably withheld or delayed) before announcing, either verbally or in writing, that EcoOnline has undertaken Services for the Client.
- 18.2 **Credit Checks.** EcoOnline reserves the right to undertake a credit reference check on the Client via a third-party supplier and may share details of the Client's payment performance with such third-party supplier. This may impact the Client's credit score if it does not make payment within the agreed payment terms set out in this Master Services Agreement.
- 18.3 **Assignment.** Subject to clause 3.4, this Master Services Agreement shall be binding upon and inure to the benefit of the parties and the legal successors of EcoOnline, but shall not be assignable by the Client, in whole or in part, without the prior written consent of EcoOnline. EcoOnline may assign, transfer or subcontract all or any part of its obligations under this Master Services Agreement without the consent of the Client.
- 18.4 **Waiver.** A waiver by either party of any breach of or failure to perform this Master Services Agreement, or of a right under this Master Services Agreement, shall not be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver shall be in writing to be effective.
- 18.5 **Severance.** If any provision of this Master Services Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Master Services Agreement and the remainder of the provision in question shall not be affected as a result. It is the parties' intention that every provision of this Master Services Agreement shall be and shall remain valid and enforceable to the fullest extent permitted by law.
- 18.6 **Notices.** Notices or other documents to be given under this Master Services Agreement shall be in writing and delivered by hand or sent by registered post or email to the party concerned at the address set out in this Master Services Agreement or if no address is given, the registered address of such party. Any such notice or other document shall be deemed to have been received by the addressee if delivered, upon delivery; if posted, on the second Business Day following the date of posting; and if sent by email, at the time of transmission.
- 18.7 **Anti-bribery.** Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.

- 18.8 Each party warrants and represents to the other that it complies with all applicable bribery and corruption legislation in the United Kingdom and that it has not and shall not, in connection with the Services contemplated by this Master Services Agreement or in connection with any other business transactions involving the other party, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist the other party in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by either party to comply with this clause shall constitute a material breach of this Master Services Agreement.
- 18.9 **Non-solicitation.** The Client agrees that it shall not at any time during the Subscription Term or for six months thereafter, without the prior written consent of EcoOnline, directly or indirectly solicit, induce or entice away from EcoOnline or employ, engage or appoint in any way cause to be employed, engaged or appointed, any employee, agent or subcontractor of EcoOnline to perform services substantially similar to the Services.
- 18.10 **Modern Slavery.** In performing its obligations under this Master Services Agreement, each party shall procure (and shall procure that each member of its Group) complies with the terms of applicable modern slavery legislation in the United Kingdom.
- 18.11 **Third Party Rights.** A person who is not a party to this Master Services Agreement shall not have any rights under or in connection with it.
- 18.12 **No partnership or agency.** For the purposes of this Master Services Agreement, EcoOnline shall be an independent contractor, and neither EcoOnline nor its subcontractors nor its directors nor employees shall be deemed to be an employee or agent or partner of the Client.
- 18.13 **Governing Law and Jurisdiction.** This Master Services Agreement, including any non-contractual disputes or claims arising in connection with it, is governed by the laws of England and Wales and the English and Welsh courts shall have exclusive jurisdiction to resolve any disputes arising as a result of or in connection with it. All Orders, including any non-contractual disputes or claims arising in connection with them, will (unless stated to the contrary in any Order) be governed by the laws of England and Wales and the English and Welsh courts shall have exclusive jurisdiction to resolve any disputes arising as a result of or in connection with them. Nothing in this clause shall deprive the Client of any mandatory consumer protections under the law of the country where the Client's principal place of business is located.

This Master Services Agreement has been entered into on the date stated at the beginning of it.

Each party agrees to sign this Master Services Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of their intention to be bound by this Master Services Agreement as if signed by each party's manuscript signature.

SIGNED ON BEHALF OF ECOONLINE:	SIGNED ON BEHALF OF THE CLIENT:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 1 DATA PROTECTION

1. Definitions

1.1. In this Schedule:

- 1.1.1. "Personal Data", "Data Controller", "Data Processor", "Data Subject" and "Process" or "Processing" and "Subprocessor" and "Subprocessing" each have the same meaning as used in the Data Protection Laws;
- 1.1.2. "Client Personal Data" means any and all Personal Data which is provided by or on behalf of the Client to EcoOnline or which is otherwise Processed by EcoOnline as a result of or in connection with the provision of the Services and for which the Client is the Data Controller, as specifically identified in the Annex to this Schedule;
- 1.1.3. "Data Protection Laws" means all data protection and privacy legislation in force from time to time applicable to the provision and receipt of the Services including the GDPR, the UK GDPR; Canada's Personal Information Protection and Electronic Documents Act, the California Consumer Privacy Act of 2018, the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 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);
- 1.1.4. "GDPR" means Regulation (EU) 2016/679, as amended, consolidated, or replaced from time to time;
- 1.1.5. "Third Country" means a country outside the United Kingdom or the European Economic Area ("EEA") which is not covered by adequacy regulations; and
- 1.1.6. "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Position of the parties

- 2.1. The parties agree that, with respect to the parties' rights and obligations under this Master Services Agreement and any Order(s) and with respect to any Client Personal Data, the Client is the Data Controller and EcoOnline is the Data Processor and that, in circumstances where EcoOnline Processes Personal Data on behalf of the Client, EcoOnline in each case shall comply with the requirements of this Schedule.
- 2.2. The parties have agreed that the description of the Processing is as set out in the Annex to this Schedule and/or as set out in an Order.

3. The Client's responsibilities

- 3.1. The Client is solely responsible for establishing the lawful basis for the Processing of Client Personal Data by EcoOnline under this Master Services Agreement and any Order(s), including where applicable the obtaining of all necessary consents from Data Subjects, and shall notify EcoOnline on request of the applicable lawful basis for any Processing EcoOnline is required to perform.

4. EcoOnline's responsibilities

4.1. EcoOnline shall:

- 4.1.1. only Process any Client Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and only in accordance with the Client's written instructions from time to time;
- 4.1.2. Process Client Personal Data other than in accordance with paragraph 4.1.1 only if required to do so by law, in which case EcoOnline shall inform the Client of the relevant legal requirement before Processing (unless that legal requirement prohibits such information being provided to the Client on the grounds of public interest);
- 4.1.3. ensure that access to the Client Personal Data is strictly limited to persons who need access to it as strictly necessary to perform the Services and that all such persons are informed of the confidential nature of the Client Personal Data and are subject to contractual or statutory obligations of confidentiality;
- 4.1.4. keep appropriate records of all Processing activity carried out by EcoOnline in accordance with this Master Services Agreement and any Order(s);
- 4.1.5. implement appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful Processing or accidental loss or damage;
- 4.1.6. assist the Client in meeting the Client's obligations regarding the exercise of Data Subjects' rights in accordance with the Data Protection Laws;
- 4.1.7. assist the Client in meeting the Client's obligations under the Data Protection Laws with respect to data security, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;

- 4.1.8. not permit any Processing of the Client Personal Data by any agent, subcontractor, supplier or other third party without ensuring in each case that appropriate safeguards as required by the Data Protection Laws are in place prior to the Subprocessor Processing of any Client Personal Data;
- 4.1.9. on termination of this Master Services Agreement and any Order(s), at the Client's option either return to the Client all Client Personal Data and copies of it or, at the Client's written request, destroy the Client Personal Data;
- 4.1.10. at the reasonable request of the Client, make available to the Client all information necessary to demonstrate EcoOnline's (and any Subprocessor's) compliance with this Schedule and permit the Client and its representatives to inspect and audit that EcoOnline (and any Subprocessor) is complying with this Schedule. EcoOnline shall notify the Client as soon as is reasonably practicable if EcoOnline reasonably believes an instruction from the Client in accordance with this paragraph 4.1.10 breaches (or could cause either party to breach) the Data Protection Laws; and
- 4.1.11. to the extent that Personal Data is subject to the CCPA, process the data as a service provider as defined in the CCPA and shall not (a) retain, use, or disclose the data for any purpose other than the purposes set out in this Master Services Agreement and as permitted by the CCPA; or (b) "sell" Relevant Personal Data (as defined and understood within the requirements of the CCPA).

5. **Subprocessors**

- 5.1. The current list of Subprocessors for the Services (**Subprocessor List**) is available on the link in the Annex to this Schedule. EcoOnline shall provide the Client with a mechanism to subscribe to changes to the Subprocessor List, and EcoOnline shall provide such updates at least thirty (30) days before any new Subprocessor(s) Process Personal Data in connection with the provision of the Services. Without prejudice to paragraph 4.1.8, the Client acknowledges that the signing of this Master Services Agreement and any Order(s) acts as authorisation for the appointment of the Subprocessors set out on the link in the Annex to this Schedule.
- 5.2. If the Client has a reasonable basis to object to EcoOnline's use of a new Subprocessor, the Client shall notify EcoOnline in writing within ten (10) business days after receipt of EcoOnline's update of a new Subprocessor(s). In the event the Client objects to a new Subprocessor(s) and that objection is not unreasonable, EcoOnline will use reasonable efforts to make available to the Client a change in the affected Services or recommend a commercially reasonable change to the Client's configuration or use of the affected Services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the Client. If EcoOnline is unable to make available such change within a reasonable period, which shall not exceed ninety (90) days, the Client may terminate the applicable Services in respect only to those Services which cannot be provided by EcoOnline without the use of the objected-to new Subprocessor, by providing written notice to EcoOnline. If no objection is received during the applicable timeframe, EcoOnline will deem the Client to have authorised the new Subprocessor.
- 5.3. Where EcoOnline's engagement of a Subprocessor involves a transfer of Personal Data to a Third Country, EcoOnline will ensure appropriate safeguards are in place as may be required by the Data Protection Laws prior to the transfer.

6. **Indemnities**

- 6.1. Subject to clause 14 of this Master Services Agreement, EcoOnline shall indemnify and keep indemnified the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Client or for which the Client may become liable arising out of or in connection with any breach of this Schedule by EcoOnline.
- 6.2. Subject to clause 14 of this Master Services Agreement, the Client shall indemnify and keep indemnified EcoOnline in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by EcoOnline or for which EcoOnline may become liable arising out of or in connection with any breach of this Schedule by the Client.

7. **General**

The Client acknowledges and agrees that EcoOnline may create and derive from Processing related to the Services anonymised and/or aggregated data that does not identify the Client, or any natural person and use, publicise and/or share with third parties such data for the purpose of improving EcoOnline's products and services and for the purposes set out in EcoOnline's Privacy Policy and/or for its other legitimate business purposes.

Annex – Description of Data Processing

Subject matter of the Processing	Processing of Personal Data to the extent necessary for the provision of the Services.
Duration of the Processing	The Term plus any additional periods explicitly permitted or required under: (i) an Order; or (ii) applicable law.

Nature of the Processing	Processing of Personal Data to the extent necessary in the provision of the Services.
Purpose of the Processing	The Processing of Personal Data to the extent necessary in the provision of the Services; protect personal data through the implementation of technical and organisational measures; and monitoring, detecting, and deterring unauthorised or fraudulent use of, or abuse of, the Services.
Personal Data types	Given the nature of the Services, Client acknowledges that EcoOnline is not able to verify or maintain the list of Personal Data types. Client is responsible for providing complete, accurate, and up-to-date information to EcoOnline on the actual types of Personal Data that EcoOnline shall process in the provision of the Services. Nonetheless, EcoOnline anticipates that, depending upon the type of product which is ordered by the Client, the following Categories of personal data may be processed in the provision of the Services: • name, email address, telephone number, personnel number, age, gender, office location, company, department, job title, overview of personnel actions regarding registered incidents, connection data (IP address, device type, OS version, App version, usage history), metadata, and SSN; • records of competence (pass/fail), records of competence (grades and evaluation reports); • certificates, text, audio, video, image files, and any other uploaded documentation; and • other personal data that may help in the event of an emergency (e.g., medical conditions, vehicle registration number) when chosen by the employee, precise location data whilst elected by the employee.
Special categories of Personal Data	Depending upon the nature of the Software which is ordered by the Client, health data may be processed by EcoOnline in the provision of the Services.
Categories of Data Subjects	Given the nature of the Services, Client acknowledges that EcoOnline is not able to verify or maintain the list of categories of Data Subjects. Client is responsible for providing complete, accurate, and up-to-date information to EcoOnline on the actual Data Subjects that EcoOnline shall process in the provision of the Services. Nonetheless, EcoOnline anticipates that it will process the Personal Data of the following categories of Data Subjects: • Employees of the Client, employees of the Client's customers, suppliers and contractors; and • Any other person given access to the Systems by the Client.
Obligations and rights of the controller	As set out in this Master Services Agreement.
Subprocessors	As set out at www.ecoonline.com/sub-processors