

MASTER SERVICES AGREEMENT FOR THE PROVISION OF CYBER SECURITY SERVICES

This Agreement is made the XX day of XXXXX 2025 ("**Effective Date**") between Cybanetix Limited whose registered office is at The Coade, Level 9, 92 Vauxhall Walk, 98 Vauxhall Walk, London, SE11 5EL, United Kingdom ("**Cybanetix**") and [] whose registered office is at [] and whose company registration number is [] ("**Customer**") of the other part.

NOW IT IS HEREBY AGREED as follows:

DEFINITIONS

"Affiliate" means in relation to a body corporate, any other entity which directly or indirectly Controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time;

"Confidential Information" means trade secrets, confidential or proprietary information including but not limited to information concerning products, Customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests, source and object program codes, software, generic business objects, tools, techniques, development plans, frameworks, standards, methods, procedures, documentation, data or materials;

"Charges" means the fees and charges payable by Customer to Cybanetix in respect of the Services as set out in a Statement of Work;

"Customer" means the registered business and all Affiliates and/or subsidiaries thereof named in this Agreement.

"Force Majeure" means accidents, natural disasters, fire or water, act of war, riot, strikes, lightening, electrical disturbance, damage during transportation by the Customer, local, national or global pandemic or epidemic, quarantine or health related lockdown, work performed by personnel other than the contracting party's employees, sub-contractors or licensors or any other event beyond a party's reasonable control;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Login Credentials" means the URL, account name and password supplied by Cybanetix to the Customer that provides access to the Services;

"Project Manager" means the Cybanetix nominated point of contact for the Customer;

"Project Representative" means the Customer's nominated point of contact for Cybanetix;

"Service Levels" means the performance standards to which the Services are to conform, as set out in a Statement of Work;

"Services" means the services to be provided by Cybanetix, as described in a Statement of Work;

"SOW Term" means the term of a Statement of Work as set out therein;

"Software" means software which is provided by Cybanetix to the Customer as part of the Services.

"Specification" means any specification or documentation supplied by Cybanetix from time to time detailing the functionality of the Service;

"Statement of Work" means the detailed statement of work, agreed in accordance with clause 1, describing the Services to be provided by Cybanetix, the timetable for their performance and the related matters listed in the template statement of work set out in schedule 1;

"Term" means the term of this Agreement, commencing on the Effective date and ending [] years thereafter or at the end of the longest SOW Term then in force, whichever is the longer.

1 STATEMENTS OF WORK

- 1.1 Customer may procure any of the Services by agreeing a Statement of Work with Cybanetix pursuant to this clause 1, and Cybanetix shall provide the Services from the date specified in the Statement of Work.
- 1.2 Each Statement of Work shall be agreed in the following manner:
 - 1.2.1 Customer shall ask Cybanetix to prepare a draft Statement of Work for Services required;
 - 1.2.2 within five (5) Business Days of Customer's request, Cybanetix shall notify Customer of any additional information it reasonably requires in order to prepare a Statement of Work;
 - 1.2.3 within ten (10) Business Days of receipt of the required information from Customer, Cybanetix shall provide Customer with the draft Statement of Work requested;
 - 1.2.4 Cybanetix and Customer shall discuss and agree that draft Statement of Work; and
 - 1.2.5 both parties shall sign the draft Statement of Work when it is agreed.
- 1.3 Once a Statement of Work has been agreed and signed in accordance with clause 1.2.5, no amendment shall be made to it except in accordance with clause 8.
- 1.4 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

2 PROVISION OF SERVICES

- 2.1 Cybanetix shall supply to the Customer the Services in accordance with these terms.
- 2.2 Cybanetix shall ensure that the Services conform to the Service Levels.
- 2.3 Cybanetix shall provide the Customer with the Login Credentials.
- 2.4 Cybanetix's personnel shall make reasonable efforts to adhere to any and all rules and regulations which the Customer applies to its employees and/or contractors and that are notified to Cybanetix in advance.
- 2.5 If performance of the Services is delayed or hindered for any of the following reasons the relevant Cybanetix obligation/s shall be deemed to be suspended until the delay or hindrance is removed:
 - 2.5.1 Force Majeure;
 - 2.5.2 any requested change in the Services;
 - 2.5.3 unreasonable delay on the part of the Customer or any person employed or engaged by the Customer;
 - 2.5.4 any delay or failure by the Customer to perform any of its obligations hereunder or otherwise caused by any act or omission of the Customer.

3. SOFTWARE

- 3.1 This Clause 3 is only applicable where Software is being provided to the Customer as part of the Services.
- 3.2 All Intellectual Property Rights in the Software, and any modifications or copies thereof, are and shall remain vested in Cybanetix or its licensors.
- 3.3 Subject to payment of the Charges by the Customer in accordance with the payment terms specified herein, Cybanetix grants to the Customer a non-exclusive, non-transferable licence to use the Software in object code form for the purpose of using the Services for the normal business purposes of the Customer while this Agreement remains in full force and effect. Customer acknowledges that the provision of Software is made by Cybanetix strictly for use in conjunction with the Services and Customer agrees not to reproduce, copy, alter, modify, or add to the Software or any part thereof, nor to attempt or to allow a third party to attempt to reverse engineer, translate or convert the Software from machine readable to human readable form, except as permitted by applicable law or the terms under which the Software is licensed.
- 3.4 The Customer's use of the Software is strictly subject to the Customer's compliance with the end user licensing terms of Cybanetix or its licensors, as advised by Cybanetix from time to time or as set out in a Statement of Work.

4. CYBANETIX RESPONSIBILITIES

- 4.1 Cybanetix undertakes:
 - 4.1.1 to use reasonable endeavours to deliver the Services in accordance with this Agreement;
 - 4.1.2 to appoint a Project Manager as soon as possible;
 - 4.1.3 to use reasonable endeavours to ensure that Cybanetix staff will obey the reasonable instructions and disciplines of the Customer's authorised representatives while on Customer's sites;
 - 4.1.4 to use reasonable endeavours to employ competent staff to deliver the Services. Such staff shall remain under the direct control of Cybanetix whilst such staff are on Customer premises;
 - 4.1.5 to use reasonable endeavours to prevent the passing of software viruses to Customer.
 - 4.1.6 to maintain appropriate quality accreditation for the applicable services defined within schedule 1 and schedule 2 and provide certification upon request of the Customer.

5. THE CUSTOMER'S RESPONSIBILITIES

5.1 The Customer undertakes:

- 5.1.1 to appoint a Project Representative to liaise with Cybanetix in relation to the implementation of the Services;
- 5.1.2 to provide Cybanetix promptly with such information advice and assistance relating to the provision of the Services, including information relevant to applicable health, safety and security regulations. This information shall, at least, include a copy of the Customer's health and safety policy, relevant risk assessments associated with any aspects that may affect Cybanetix employees whilst on the Customer's premises, provide any appropriate training relating to health and safety and the name of the person appointed by the Customer to whom Cybanetix employees shall report any health and safety issues that may arise whilst employed on the Customer's premises;
- 5.1.3 to use reasonable endeavours to prevent the passing of software viruses to Cybanetix;
- 5.1.4 in the event that the delivery of the Services requires the attendance of Company staff on the Customer's premises or any other premises over which the Customer has control, to allow at no cost to Cybanetix such access as is necessary for Cybanetix to perform its obligations under this Agreement. During such attendance, the Customer shall make available reasonable office accommodation including the use of desks, telephone, fax and copying services;
- 5.1.5 that any property supplied to Cybanetix by or on behalf of the Customer, including any items listed in the Statement of Work, shall be held and worked upon by Cybanetix at the Customer's risk. Cybanetix shall not be liable for any loss or damage to any such property except to the extent such loss or damage was caused by the negligence of Cybanetix or its employees or agents;
- 5.1.6 to keep the Login Credentials confidential and to only log in with the same, to ensure that it exits from its account at the end of each session, and to immediately notify Cybanetix in writing of any unauthorised use of its Login Credentials. The Customer is fully responsible for all activities that occur using its Login Credentials. Cybanetix will not be liable for any loss or damage arising from the Customer's failure to comply with these requirements;
- 5.1.7 to indemnify and keep indemnified Cybanetix its employees or agents against all claims, actions, losses, damages, costs and expenses which may be brought against or incurred or suffered by Cybanetix its employees or agents in connection with the use of the Services, unless these claims, actions, losses, damages, costs or expenses have been caused by the negligence of Cybanetix employees or agents.

6. WARRANTY AND LIMITATIONS

6.1 Cybanetix warrants that:

- 6.1.1 it has received all necessary consents, licences and permissions required to perform its obligations under this Agreement;
- 6.1.2 it will use reasonable care and skill in providing the Services but does not warrant that such provision will achieve any result other than as may be expressly specified by Cybanetix in writing.

- 6.2 Cybanetix shall not be responsible for products or services supplied which incorporate or are based upon information or materials supplied by the Customer or third parties. Responsibility for decisions taken on the basis of advice given by Cybanetix will remain with the Customer.
- 6.3 Where Software is provided as part of the Services Cybanetix warrants that:
- 6.3.1 it is entitled to sell and license the Software and that it has received all necessary consents, licences and permissions required to perform its obligations under this Agreement;
 - 6.3.2 the Software shall, for a period of ninety (90) days from the date of its delivery to Customer ("**Warranty Period**"), be capable of performing the functions described in the Specification in all material respects.

However Cybanetix does not warrant that the use of the Services or Software will be uninterrupted or error-free.

- 6.4 The Customer acknowledges that in providing the Services Cybanetix cannot guarantee that viruses, worms, trojans, bots or other critical security events will be detected through Cybanetix's monitoring, although Cybanetix will use its reasonable endeavours to do so. Accordingly Cybanetix cannot accept any liability to the extent that such security events occur notwithstanding the provision of the Services and monitoring by Cybanetix.
- 6.5 Where Customer is responsible for the monitoring of its IT infrastructure Customer acknowledges that Cybanetix cannot therefore prevent or detect viruses, worms, trojans, bots or other critical security events. Accordingly Cybanetix cannot accept any liability to the extent that such security events occur.
- 6.6 The Customer accepts responsibility for the selection of the Services to achieve its intended results.
- 6.7 If, within the Warranty Period, the Customer notifies Cybanetix in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer having amended the Software or used it outside the terms of the licence granted, for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Cybanetix, Cybanetix shall, at Cybanetix' option, do one of the following:
- 6.7.1 repair the Software; or
 - 6.7.2 replace the Software,
- provided that the Customer provides all the information that may be necessary to assist Cybanetix in resolving the defect or fault, including sufficient information to enable Cybanetix to re-create the defect or fault.
- 6.8 Cybanetix shall not be liable for any breach of warranty if caused by neglect, improper installation or testing of the Services (other than by Cybanetix), attempts by the Customer to modify the Services, or any use of the Services other than as advised by Cybanetix.

- 6.9 Cybanetix shall ensure that it (and its officers, employees, directors or any other person acting on its behalf) will comply with all applicable local and international anti-corruption legislation from time to time in force, including but not limited to the United Kingdom Bribery Act 2010.
- 6.10 In performing its obligations under the agreement, Cybanetix shall and shall ensure that it and each of its subcontractors shall: (a) comply with the Modern Slavery Act 2015; and (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Cybanetix's or subcontractors' supply chains or in any part of their business.
- 6.11 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS OR TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITION OR WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE, ARE EXCLUDED.

7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 7.1 Cybanetix shall defend, indemnify, and hold harmless Customer against any third party claim, suit, or proceeding ("**Claim**") arising out of, related to, or alleging infringement of any Intellectual Property Rights resulting from Customer's use of the Services or exercise of its rights to the Software granted in this Agreement. Customer shall give Cybanetix sole control of the defence and settlement of any Claim and provide all necessary assistance and support.
- 7.2 If any part of the Services is, or may become, the subject of any Claim, Cybanetix may at its expense elect to do either one of the following: (i) procure for Customer the right to use the Services or the affected part thereof; (ii) replace the Services or affected part thereof with other suitable products; (iii) modify the Services or affected part thereof to make it non-infringing; or (iv) if none of the foregoing remedies are commercially feasible, refund to Customer an amount equal to a three year straight line depreciation of the Charges paid for the Services.
- 7.3 Cybanetix shall have no obligations under this Clause 7 with respect to any Claim to the extent it is based upon (i) where the Claim is in respect of Software, the use of any version of the Software other than a current release of the Software or which has been altered other than by Cybanetix; (ii) the combination, operation or use of the Services with services, software, hardware or other materials other than as specified by Cybanetix; (iii) use of technology, technological information, designs, plans or specifications furnished by Customer; or (iv) use of the Services for a purpose other than that for which they were designed or contemplated. This Clause 6 states the entire liability of Cybanetix with respect to the infringement of the Intellectual Property Rights of third parties.

8. CHARGES

- 8.1 In consideration of the provision of the Services by Cybanetix, the Customer will pay to Cybanetix the Charges.
- 8.2 Unless otherwise specified in a Statement of Work all Charges are payable within 30 days of receipt of Cybanetix's invoice.
- 8.3 If there is any delay in payment Cybanetix shall be entitled (without prejudice to any other right or remedy, and as well after as before any judgment):

- 8.3.1 to suspend any further performance of the Services after giving Customer 5 days' written notice for such period as Cybanetix feels is appropriate but no longer than payment is received by Cybanetix, and
- 8.3.2 to charge interest on all outstanding monies due whether before or after judgement at the rate of 2% above the base rate of The Royal Bank of Scotland PLC from the date of the invoice to the date of payment.
- 8.4 If Cybanetix incurs further costs in addition to the Charges whether in respect of time or materials as a result of any events listed below, Cybanetix shall be entitled to charge the Customer in respect of such time and materials and the Customer shall pay such charges within 30 days of receiving the invoice for the same:
 - 8.4.1 where a change is requested or sanctioned by the Customer;
 - 8.4.2 where delay in the delivery of the Services has arisen and is attributable to the fault of the Customer or any person employed or engaged by the Customer (other than Cybanetix);
 - 8.4.3 where the Customer following a written request by Cybanetix has not delivered by the agreed time, suitable information or agreement of documents.
- 8.5 Cybanetix shall be entitled, upon giving the Customer 30 days prior written notice to that effect, to vary the Charges as may be fair and reasonable to reflect (i) a material, unavoidable increase in the cost of Services or Software charged by suppliers, or (ii) where a key supplier to Cybanetix invoices in a currency other than UK Pounds Sterling, a material adverse change in the exchange rate of UK Pounds Sterling against such currency.
- 8.6 The provisions of this Clause 8 are without prejudice to any other rights and remedies which Cybanetix may possess.
- 8.7 Cybanetix may apply surcharges, as specified in the Charges, should any portion of delivery of the Services be scheduled outside of normal local working hours at the request of the Customer.
- 8.8 All cost and fees are exclusive of any applicable taxes. Customer agrees to pay and bear the liability for such taxes that include, but are not limited to, Value Added Tax.
- 8.9 The currency in which the Charges are to be paid will be UK Pounds Sterling.

9. CHANGE CONTROL

- 9.1 The Customer's Project Representative and the Cybanetix Project Manager shall meet regularly to discuss matters relating to the delivery of the Services. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 9.2 If either party requests a change to the scope or execution of the Services, Cybanetix shall, within a reasonable time, provide a written estimate to the Customer of:
 - 9.2.1 the likely time required to implement the change;
 - 9.2.2 any variations to the Cybanetix's fees and charges arising from the change;
 - 9.2.3 the likely effect of the change on the estimated timescales; and
 - 9.2.4 any other impact of the change on the terms of this Agreement or any applicable

Statement of Work.

- 9.3 If Cybanetix requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 9.4 If the Customer wishes Cybanetix to proceed with the change, Cybanetix has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the estimated timescales and any other relevant terms of this Agreement and any applicable Statement of Work to take account of the change.

10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Cybanetix is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 10.3 Without prejudice to the generality of Clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Cybanetix for the duration and purposes of this Agreement.
- 10.4 Without prejudice to the generality of Clause 10.1, Cybanetix shall, in relation to any Personal Data processed in connection with the performance by Cybanetix of its obligations under this Agreement:
- 10.4.1 process that Personal Data only on the written instructions of the Customer unless otherwise required under the Data Protection Legislation;
- 10.4.2 ensure that it has in place appropriate technical and organisational measures 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);
- 10.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and not transfer any Personal Data outside of the UK or the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- 10.4.3.1 the Customer or Cybanetix has provided appropriate safeguards in relation to the transfer;
- 10.4.3.2 the data subject has enforceable rights and effective legal remedies;
- 10.4.3.3 Cybanetix complies with its obligations under the Data Protection
- 10.4.3.4 Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 10.4.3.5 Cybanetix complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 10.4.4 assist the Customer in responding to any request from a Data Subject, at the Customer's cost, 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;
- 10.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 10.4.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with this Clause 8.
- 10.5 Where the Customer consents to Cybanetix appointing a third-party processor of Personal Data under this agreement, Cybanetix confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 10. As between the Customer and Cybanetix, Cybanetix shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 10.
- 10.6 The Customer agrees and acknowledges that Cybanetix is reliant upon the Customer for direction as to the extent to which Cybanetix is entitled to use and process Personal Data disclosed by Cybanetix. Accordingly, Cybanetix shall not be liable for any claim brought by a data subject arising from any act or omission by Cybanetix, to the extent that any such act or omission results from the Customer's instructions.
- 10.7 In this Clause, the following definitions shall apply:
 - "Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679), as implemented by the Data Protection Act 2018, as amended or updated from time to time;

“Personal Data” and “Data Subject” have the meanings ascribed in the Data Protection legislation.

11. Confidentiality

11.1 Each party shall, during the term of this Agreement and for a period of 12 months thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

11.2 The terms of this Agreement are confidential and may not be disclosed by a party without the prior written consent of the other party.

11.3 The provisions of this Clause 11 shall remain in full force and effect notwithstanding termination of this licence for any reason.

12. NON-SOLICITATION

Each party agrees not to directly solicit the services of any employee of the other party who has been assigned to performing services under this Agreement during the term of the Agreement and for six months after the last services are provided under the Agreement.

13. SURVIVAL OF TERMS

The provisions of this Agreement that by their nature extend beyond the termination of the Agreement will survive termination or expiration of the Agreement.

14. LIABILITY

14.1 Neither party shall be liable to the other party whether in tort (including negligence or statutory duty), contract or otherwise for any financial, special or consequential loss (including any loss of revenues, anticipated savings, profits, business or contracts) arising from the provision of the Services or any defect therein or the delayed performance thereof.

14.2 A party (“liable party”) will be liable to the other party for direct damage or injury to the other party’s property or person to the extent that such damage or injury is directly caused by the negligence of the liable party’s employees or agents. Except as otherwise set out in this Clause and subject to Clause 14.3, a party’s total liability for damages (including damage caused by breach of contract, tort and breach of statutory duty) shall not exceed the total Charges paid under this Agreement in the period of 12 months before the event giving rise to the liability.

14.3 Cybanetix’s sole liability in respect of defective or delayed performance of the Services shall be limited to making good at its own expense such as defect or delay.

14.4 Save as expressly stated in this Agreement, all warranties, conditions, terms, undertakings and representations including but not limited to those implied by statute,

common law, custom, course of dealing or otherwise are hereby excluded to the fullest extent permitted by law.

15. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership, or joint venture between Cybanetix and the Customer or between a party and the other party's employee, agent, or representative. Neither Cybanetix nor the Customer has the authority to bind the other, to incur any liability or otherwise act on behalf of the other.

16. FORCE MAJEURE

No party shall be liable to the other for any delay or non-performance of its obligations under this licence arising from Force Majeure. For the avoidance of doubt, nothing in this Clause 16 shall excuse the Customer from any payment obligations under this Agreement. The party affected by the Force Majeure shall give written notice to the other party on its occurrence along with the estimated duration. If the force majeure persists for a period of 60 days or more, the Customer may terminate this agreement by giving written notice to that effect.

17. ASSIGNMENT

Either party may assign all of its rights and obligations under this Agreement to its owner or successor in business by giving notice in writing to the other party. This Agreement may not be assigned or otherwise transferred by a party, except to an Affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18. TERM AND TERMINATION

18.1 This Agreement becomes effective from the Effective Date and, except as may be terminated hereunder, will continue in full force and effect for the Term.

18.2 Each Statement of Work becomes effective when it is entered into and, except as may be terminated hereunder, will continue in full force and effect for the applicable SOW Term.

18.3 All Statements of Work entered into before the date on which this Agreement ends shall, except as may be terminated hereunder, continue for the full SOW Term.

18.4 Either party shall have the right, without prejudice to its other rights or remedies, to terminate either (i) this Agreement or (ii) a Statement of Work immediately by written notice to the other if the other party:

18.4.1 is in material or persistent breach of any of its obligations under either this Agreement or the Statement of Work respectively and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within 30 days after receiving written notice requiring it to do so;

18.4.2 is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed

over all or any substantial part of the assets of the other party or the other party enters into or proposes any composition of arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction;

Provided always that termination of a Statement of Work pursuant to this Clause

18.4 does not terminate this Agreement and vice versa.

18.5 Upon expiry or termination of this Agreement or a Statement of work:

18.5.1 all rights and obligations of the parties shall automatically terminate, except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force after such expiry or termination;

18.5.2 the Customer shall pay all monies due up to and including the date of termination;

18.5.3 Each party shall, at the request of the other party, return any materials and Confidential Information provided to it by that other party.

19. NOTICES

19.1 All notices to be given under this Agreement to Cybanetix shall be addressed to the Managing Director at the address given at the first page of this Agreement.

19.2 All notices to be given under this Agreement to the Customer shall be sent to Customer at the address given at the first page of this Agreement.

19.3 All communications sent by prepaid post to the last given address of the addressee shall be deemed to have been given when in the ordinary course they would be delivered.

20. SEVERABILITY

If any condition or provision or any part of this Agreement shall be declared void or unenforceable or become void unenforceable invalid or illegal for any reason whatsoever then the other conditions and provisions of the Agreement shall remain in full force and effect insofar as the

offending condition or provision can be severed and the remainder of the Agreement can properly continue to operate.

21. DISPUTE RESOLUTION

- 21.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have the authority to settle the same.
- 21.2 If the matter has not been resolved by the negotiations referred to in Clause 21.1 within 30 days of the initiation of such procedure (or such other period as the parties may agree), the dispute shall be referred to the English Courts.

22. WAIVER

No forbearance or indulgence by either party in enforcing any condition of this Agreement shall prejudice or restrict that party's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

23. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute a single instrument.

24. THIRD PARTIES

A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this agreement other than as expressly set out in this Agreement.

26. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

SIGNED FOR AND ON BEHALF OF CYBANETIX LIMITED

BY _____

NAME: Martin Jakobsen

TITLE: Director

DATE []

SIGNED FOR AND ON BEHALF OF []

BY _____

NAME _____

TITLE _____

DATE _____

SCHEDULE 1 Template Statement of Work

Statement of Work Number [] pursuant to that Master Services Agreement dated [] between:

- (1) **Cybanetix Limited** whose registered office is at The Coade, Level 9, 98 Vauxhall Walk, London, SE11 5EL, United Kingdom ("**Cybanetix**"); and
- (2) [], a company incorporated in [] with registered company number [] whose registered office is at [] ("**Customer**")

1. **Services:**

The Services will be as described in Appendix 1 to this Statement of Work

2. **Customers Representative and Cybanetix Project Manager:**

[]

3. **Start date and SOW Term:**

[]

4. **Service Levels:**

The Service Levels will be as described in Appendix 2 to this Statement of Work

5. **Key dates:**

Deployment/onboarding start date: []

Deployment/onboarding target completion date: []

Service target commencement date: []

Target dates may vary depending on scope changes and subject to customer deliverables and responsibilities as defined in appendix 1.

6. **Charges and Invoicing/payment:**

The Charges and invoicing/payment requirements will be as set out in Appendix 3 to this Statement of Work

THIS STATEMENT OF WORK IS AGREED TO AND ACCEPTED on [] by the parties via their respective duly authorised signatories:

Signed for and on behalf of []

)
)

Signature

Name (block
capitals)

Authorised Signatory

Signed for and on behalf of **CYBANETIX**)
LIMITED)
)
)

Signature

Name (block
capitals)

Authorised Signatory

- Appendix 1 Services
- Appendix 2 Service Levels
- Appendix 3 Charges, Invoicing/payment