



THIS MASTER SERVICES AGREEMENT is entered into on [●]

BETWEEN:

- (1) [●] incorporated in [●] (company no. [●]) with registered offices at [●] ("Customer"); and
- **GCI NETWORK SOLUTIONS LIMITED** incorporated in England and Wales (company no. 04082862) with registered offices at Melbourne House, Brandy Carr Road, Wakefield, West Yorkshire, WF2 0UG ("Nasstar"),

each a "party" and together the "parties".

IT IS AGREED:

1. Interpretation and Definitions

1.1 Definitions. In this Agreement and each SOW and Service Agreement:

"Agreement" means the terms of this Master Services Agreement including the Schedules;

"Background IPR" means, in respect of each party, any intellectual property rights: (i) in existence before the date of this Agreement and either owned by or licensed to that party; or (ii) created at any time independently of the performance of that party's obligations under this Agreement, a SOW, or a Service Agreement; and (iii) including in each case all modifications, upgrades and enhancements to and derivatives of such rights;

"Business Day" means a day other than Saturday, Sunday or a bank or public holiday in England;

"Confidential Information" means all information disclosed at any time by or on behalf of a party (the **"disclosing party"**) to the other party or its personnel (the **"receiving party"**) which is described as confidential by the disclosing party, or which relates to: (i) the business, affairs, affiliates, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party which a reasonable businessperson would regard as confidential; or (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party or its affiliates;

"Contract Year" means, in relation to a SOW or Service Agreement, each continuous 12-month period commencing on the effective date of the SOW or Service Agreement and on each anniversary of such;

"Customer Foreground IPR" means any Foreground IPR expressly specified in the relevant SOW or Service Agreement to be owned by the Customer in accordance with clause 6.3 of this Agreement;

"Customer Material" means any documentation, data, equipment, information, software, hardware, information systems or other material which the Customer provides or makes available to Nasstar or that Nasstar reasonably requires in connection with any of the Services;



"Data Processing Agreement" means the agreement available at [Nasstar Data Processing Agreement | Nasstar | Nasstar](#), as updated, amended, or replaced by Nasstar from time to time in accordance with its terms;

"Deliverables" means the deliverables or outputs that will be produced by Nasstar or that Nasstar will supply in its provision of project work or professional services under a SOW or Service Agreement, and which are identified as Deliverables in the relevant SOW or Service Agreement, but excluding any Third Party Products, connectivity services, numbers, or any other deliverables or outputs which, in each case, are: (i) supplied or resold by Nasstar under separate terms and conditions referenced in a SOW or Service Agreement; (ii) supplied or resold by Nasstar in a standalone order that is separate from this Agreement; or (iii) purchased by the Customer from a third party licensor or distributor;

"Fees" means the fees, charges, prices, and other amounts payable by the Customer to Nasstar in respect of the Services and Deliverables, as specified or determined in the relevant SOW or Service Agreement;

"Force Majeure Event" means any cause or event that is beyond the reasonable control of the affected party, to the extent that the affected party is without fault in causing or failing to prevent such occurrence;

"Foreground IPR" means all intellectual property rights created specifically for the Customer under this Agreement or a SOW or Service Agreement, including all intellectual property rights to the Deliverables, but excluding any Nasstar Background IPR and any rights in Third Party Products;

"Insolvency Event" means where a person ceases or threatens to cease to carry on business, is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, has an order made or resolution passed for it to be wound up, or undergoes any similar or equivalent process in any jurisdiction;

"Liability Cap" means a limitation on a party's maximum financial liability whether such limitation arises under this Agreement, a SOW or Service Agreement, the Data Processing Agreement, or any other agreement or order between the parties and whether such limitation applies in respect of a particular time period, a particular category of liability, or particular claims or series of connected claims;

"Nasstar IPR" means Nasstar's Background IPR and the Foreground IPR, other than the Customer Foreground IPR;

"Reimbursable Expenses" means all reasonable travel, accommodation, and living expenses paid or incurred by Nasstar or any Nasstar personnel in the course of performing the Services, and any other costs or expenses which are otherwise reimbursable in accordance with a SOW or Service Agreement;

"Security Breach" means any breach of Nasstar's security leading to the destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to, personal data processed by Nasstar in connection with a SOW or Service Agreement (and the terms **"personal data"** and **"processed"** shall have the meanings given in the Data Processing Agreement);



"Service" means a service provided pursuant to a Service Agreement or SOW as described in the relevant Service Description, but excluding any services: (i) supplied or resold by Nasstar under separate terms and conditions referenced in a Service Agreement or SOW, (ii) supplied or resold by Nasstar in a standalone order that is separate from this Agreement, or (iii) purchased by the Customer from a third party licensor or distributor;

"Service Agreement" means an agreement for the provision of managed or recurring services entered into by the parties pursuant to clause 3.3 of this Agreement or as otherwise agreed by the parties;

"Service Description" means the written description of the Service provided by Nasstar, as updated, replaced, or amended by Nasstar from time to time in accordance with this Agreement, a Service Agreement or a SOW;

"Statement of Work" or "SOW" means an agreement for the provision of project work or professional services entered into by the parties pursuant to clause 3.2 of this Agreement or as otherwise agreed by the parties;

"Third Party Terms" means the terms and conditions under which a Third Party Product is made available to the Customer, including any terms and conditions governing the provision and use of the Third Party Product, any warranty, any end-user licence agreement, any applicable 'click-wrap' licence terms and any acceptable use policies of the third party provider;

"Third Party Product" means any third party software, hardware, product or service that Nasstar makes available to the Customer; and

"Total Fees" means, in respect of a SOW or Service Agreement, all Fees paid by the Customer under that SOW or Service Agreement plus any unpaid Fees that are due and payable thereunder, but excluding any expenses or third party costs incurred by Nasstar in connection with the SOW or Service Agreement that are passed through to the Customer for reimbursement.

- 1.2 **Interpretation.** In this Agreement and each SOW and Service Agreement, unless the context requires otherwise: (a) any reference to an enactment includes that enactment as amended, extended, consolidated, or re-enacted, and any subordinate legislation made under that enactment; (b) the singular includes the plural and vice versa; (c) any reference to a party includes its successors and permitted assigns; (d) any reference to something being "written" or "in writing" includes e-mail; (e) any reference to an English legal term includes, in any jurisdiction other than England, what most closely approximates that English legal term in that jurisdiction; (f) the words "includes", "including" and any similar words or expressions do not limit the generality or extent of any other words or expressions; (g) the headings in this Agreement do not affect its interpretation; (h) an obligation for a party not to do something includes an obligation for that party not to cause or permit that thing to be done; and (i) if any capitalised term (or term beginning with a capital letter) is used but not defined in this Agreement or in any SOW or Service Agreement, the term shall be given its generally accepted meaning in the information and communications technology industry or, if it does not have such a meaning, its ordinary meaning in its context.



2. Term

- 2.1 **Term of the Agreement.** This Agreement starts on the date of this Agreement specified on the first page and unless terminated earlier shall continue until its third anniversary or, if later, the date that is twelve months following the expiry of all SOWs and Service Agreements, after which it shall automatically expire unless extended by mutual agreement of the parties.
- 2.2 **Term of each SOW and Service Agreement.** The start date and duration (including any rights of extension or renewal) of each SOW and Service Agreement shall be as specified in the relevant SOW or Service Agreement. If no start date and/or duration is specified in a SOW or Service Agreement, then the SOW or Service Agreement shall start on the date it is entered into and shall continue until the earlier of: (i) the date on which all of the Services to be provided by Nasstar under the SOW or Service Agreement (including any exit services) have been provided and, all applicable Deliverables that are subject to acceptance have been accepted or have been deemed to have been accepted; or (ii) the date on which the SOW or Service Agreement is terminated by a party in accordance with its terms.

3. Services and Deliverables

- 3.1 **Services and Deliverables.** Nasstar will perform the Services and provide the Deliverables as set out in each SOW and Service Agreement.
- 3.2 **Statements of Work.** During the term of this Agreement, the parties may enter into one or more SOWs for the provision of project work or professional services using Nasstar's prescribed form of SOW (or such other document as the parties may agree to from time to time). A SOW shall be effective only once signed by an authorised representative of each party. Each SOW shall be a separate contract between the parties that incorporates and is subject to the terms of this Agreement.
- 3.3 **Service Agreements.** During the term of this Agreement, the parties may enter into one or more Service Agreements for the provision of managed or recurring services using Nasstar's prescribed form of Service Agreement (or such other document as the parties may agree to from time to time). A Service Agreement shall be effective only once signed by an authorised representative of each party. Each Service Agreement shall be a separate contract between the parties that incorporates and is subject to the terms of this Agreement.
- 3.4 **Standard of Services and Deliverables.** Nasstar warrants that:
- (a) it shall perform each Service using reasonable skill and care;
 - (b) each Service shall conform in all material respects with its relevant Service Description or SOW; and
 - (c) save as provided the final sentence of this clause, each Deliverable shall conform in all material respects with any specifications for such Deliverable expressly specified in the relevant SOW or Service Agreement, during the applicable warranty period expressly specified in the SOW or Service Agreement (or if no warranty period is specified, for a period of 30 days from provision of the Deliverable).

Clause 3.4(c) shall not apply in respect of any Deliverables that have been developed without any specifications expressly specified in a relevant SOW or Service Agreement, including in



respect of agile development or configuration services, in which case any warranty period shall only apply if the Customer can demonstrate that Nasstar has failed to provide the Services in accordance with clauses 3.4(a) or 3.4(b).

3.5 **Remedies for breach of warranties.** The Customer's sole and exclusive remedy, and Nasstar's sole liability, in respect of any breach of the warranties in clause 3.4 shall be that:

- (a) where the breach relates to a Service and is capable of rectification or re-performance, Nasstar shall (at its election) rectify or re-perform the Service to comply with the applicable warranty; or
- (b) where the breach relates to a Deliverable and is capable of rectification or replacement, Nasstar shall (at its election) rectify or replace the Deliverable to comply with the applicable warranty,

subject (in each case) to the Customer complying with clauses 3.6 and 4.1.

3.6 **Conditions for remedy.** The Customer must provide prompt written notice of any breach of warranty in clause 3.4 providing full particulars of the breach and, where the breach relates to a Deliverable, the Customer must provide such notice during the applicable warranty period. The Customer must fully co-operate with Nasstar in its investigation of the breach.

3.7 **Costs.** If the Customer claims a breach of a warranty in clause 3.4 for which Nasstar is not liable, then the Customer agrees to pay Nasstar for its investigation and assessment of the claim, on a time and materials basis at Nasstar's then standard rates specified or referred to in the relevant SOW or Service Agreement, or otherwise notified to the Customer.

3.8 **Service Levels.** If a SOW or Service Agreement expressly provides for service levels, KPIs, or other similar performance standards, then Nasstar shall use reasonable efforts to perform the Services to meet or exceed those standards during any applicable measurement period. If a Service does not meet a service level, KPI, or performance standard during a measurement period (a "service level failure"), and the Customer has notified Nasstar providing details of such service level failure within ten (10) Business Days of the end of the relevant measurement period, then Nasstar shall at its election and at no additional cost to the Customer: (a) take such remedial action as Nasstar considers appropriate to ensure the Service (or the relevant part of the Service) meets or exceeds the applicable service level, KPI, or performance standard in the next measurement period; (b) offer such discount, rebate or compensation as Nasstar considers appropriate (which may include additional Services or a longer term of Service in lieu of payment); or (c) where appropriate, re-perform the Service (or the relevant part of the Service) to which the service level failure relates in accordance with clause 3.5. This Clause 3.8 shall not apply to any Third Party Products, which the Customer acknowledges are governed by the applicable Third Party Terms (including any applicable warranties or service level commitments set out or referred to in the Third Party Terms).

3.9 **Sole and exclusive remedy.** The rights and obligations in clause 3.8 shall be the Customer's sole and exclusive remedy and Nasstar's sole liability for a service level failure.

3.10 **Time not of the essence.** Unless expressly stated otherwise in the relevant SOW or Service Agreement, time shall not be of the essence for performance of the Services and any specified timeframes for the Services shall be estimates only.



- 3.11 **Acceptance of Deliverables.** Where a SOW or Service Agreement expressly specifies that Deliverables are subject to acceptance, the Customer shall complete acceptance in accordance with the acceptance procedures set out in the SOW or Service Agreement and within the period for acceptance specified in the SOW or Service Agreement (or if no period for acceptance is specified, within three (3) Business Days of receiving notice from Nasstar that the Deliverables are ready for acceptance). The Customer shall be deemed to accept a Deliverable if the Customer has not provided notice that the Deliverable has failed acceptance within the applicable period for acceptance or the Customer has used or deployed the Deliverable in a production environment. The Customer shall not reject or withhold its acceptance of a Deliverable if it meets the acceptance criteria or other requirements set out in a SOW or Service Agreement.
- 3.12 **Order of precedence.** If there is a conflict or inconsistency between any of this Agreement, the Data Processing Agreement, a SOW or Service Agreement, or any terms incorporated by reference into a SOW or Service Agreement, the document earlier in the following list shall take precedence:
- (a) the Data Processing Agreement;
 - (b) this Agreement;
 - (c) any third party terms expressly incorporated by reference into a SOW or Service Agreement, but only in respect of the relevant third party product or service to which such terms relate;
 - (d) any service or product specific terms incorporated by reference into a SOW or Service Agreement, but only in respect of the relevant service or product provided under the SOW or Service Agreement to which those terms relate; and
 - (e) the terms of the SOW or Service Agreement, except where those terms expressly vary the terms of this Agreement, in which case such variation shall take precedence over this Agreement, but only in respect of that SOW or Service Agreement.

4. Customer obligations

- 4.1 **Customer's general responsibilities.** The Customer shall, and shall procure that its personnel involved in the implementation or receipt of the Services shall, at the Customer's cost:
- (a) provide Nasstar with, in a timely manner:
 - (i) such co-operation and assistance as Nasstar may reasonably require for it to carry out its obligations under this Agreement and the relevant SOW or Service Agreement;
 - (ii) access to and use of all premises, equipment, facilities, hardware, and information systems as Nasstar may reasonably require in connection with the Services and take all necessary steps to ensure that these are properly prepared, maintained, and fit for use in connection with the Services; and



- (iii) all training (including in relation to use of any Customer systems, equipment, facilities, or hardware) as Nasstar may reasonably require in connection with the Services;
- (b) ensure that all Customer personnel involved in the implementation or receipt of the Services are reasonably available to Nasstar to answer any questions in connection with the Services;
- (c) attend and participate in all meetings and governance forums relating to the Services as reasonably requested by Nasstar;
- (d) comply with all reasonable instructions or directions given by Nasstar in connection with the implementation, receipt, or use of the Services and the use of the Deliverables;
- (e) not hinder, delay, or disrupt Nasstar in the performance of the Services;
- (f) not alter, modify or combine a Deliverable with other materials supplied by the Customer or any person except as expressly authorised by Nasstar;
- (g) use Deliverables in accordance with all instructions and directions for use supplied or made available by the Supplier, and within reasonable operating parameters; and
- (h) promptly perform all other obligations and responsibilities and provide all Customer Materials that are necessary for Nasstar's performance of the Services or are expressly specified as a Customer prerequisite, dependency or responsibility in the relevant SOW or Service Agreement.

4.2 Licences, consents, and authorisations. Except to the extent expressly stated otherwise in the relevant SOW or Service Agreement, the Customer shall be solely responsible for and shall bear all costs in connection with:

- (a) obtaining all necessary licences, consents, approvals, permissions, or authorisations ("Required Authorisations") for:
 - (i) the Customer to provide, and Nasstar to receive and use in the provision of the Services, the Customer Materials; and
 - (ii) the unrestricted delivery, receipt, use, import, export, or transfer of the Services and Deliverables;
- (b) complying with the terms of all Required Authorisations; and
- (c) maintaining all Required Authorisations throughout the term of the relevant SOW or Service Agreement.

4.3 Customer Materials. The Customer shall ensure that the Customer Materials are accurate, complete and up-to-date when provided to Nasstar and that they comply with applicable laws. The Customer shall be responsible for remedying any non-compliance of the Customer Materials and, if the Customer fails to remedy any non-compliance promptly after Nasstar has notified the Customer of it, Nasstar shall be entitled to take such action as it considers



appropriate to remedy the non-compliance and recover its reasonable costs of doing so from the Customer.

5. Fees and payment

5.1 Payment of Fees and Expenses. The Customer shall pay Nasstar the Fees and any Reimbursable Expenses in accordance with this clause 5. The Fees are exclusive of VAT and other taxes, which shall be added as a separate charge in Nasstar's invoices and are payable by the Customer. The Customer shall pay all properly invoiced amounts:

- (a) in full cleared funds within thirty (30) days of the date of invoice, or such other payment period as may be expressly specified in the relevant SOW or Service Agreement;
- (b) in the currency set out in the relevant SOW or Service Agreement, or if no currency is specified, in Pounds Sterling;
- (c) to the account specified in Nasstar's invoice; and
- (d) without set-off or withholding.

5.2 Indexation and third party costs. The Fees are subject to annual indexation no more than once in any 12 month period by the indexation amount specified in the SOW or Service Agreement, or if no indexation amount is specified, by a percentage amount no greater than the most recent 12-month percentage change to RPI (All Items Index) published by the UK Office of National Statistics plus five (5) percent. Nasstar may change the Fees to pass through any increase in the costs of any Third Party Products. Nasstar shall provide not less than thirty (30) days' notice of any change to the Fees under this clause or, in the case of increases to Fees representing or incorporating third party costs, such shorter period of notice as provided by the third party in relation to any increase to such third party costs. Clause 15.8 shall not apply to any change to the Fees under this clause.

5.3 Invoices. Nasstar shall issue its invoices to the Customer for the Fees, any Reimbursable Expenses, and all applicable taxes at the frequencies specified in the relevant SOW or Service Agreement, or if no invoice frequency is specified, monthly in arrears.

5.4 Late payments. If an amount due for payment by the Customer under a SOW or Service Agreement is not paid by the due date, Nasstar shall be entitled, from the due date until the date of actual payment, to:

- (a) charge interest on the overdue amount at the rate of 4% above the rate of Bank of England base rate from time to time, such interest to accrue and compound daily; and/or
- (b) suspend performance of the Services or supply of the Deliverables to which the overdue payment relates, without liability to the Customer. Nasstar shall warn the Customer that the payment is overdue and give a further five (5) Business Days for payment, prior to any suspension under this clause.

5.5 Disputed invoices. If the Customer wishes to dispute any amounts invoiced by Nasstar, it must notify Nasstar in writing providing full particulars of the dispute within ten (10) Business



Days of the date of the relevant invoice. If the Customer does not raise a dispute within this period, the Customer shall be deemed to accept Nasstar's invoice. The Customer shall continue to pay all invoiced amounts pending resolution of the dispute. If, following resolution of a dispute, Nasstar determines that:

- (a) it has overcharged the Customer, then Nasstar shall (at its election) either refund the Customer the overcharged amount or apply a credit towards Nasstar's next invoice equal to the overcharged amount (except where no further invoices are anticipated); or
- (b) it has undercharged the Customer an amount, then it shall notify the Customer and the Customer shall pay the undercharged amount in accordance with this clause 5 within ten (10) Business Days of receiving such notice.

6. Intellectual property

- 6.1 **Ownership of Customer Background IPR and Nasstar IPR.** The Customer retains all right, title, and interest to the Customer Background IPR. Nasstar shall retain all right, title and interest to the Nasstar IPR. Except as expressly provided otherwise in this Agreement or a SOW or Service Agreement, nothing shall be construed as granting any right, title, or interest to a party's Background IPR or to the Nasstar IPR.
- 6.2 **Licence to Nasstar IPR.** To the extent that any Nasstar IPR is incorporated within the Deliverables or is required for the Customer to receive the benefit of the Services, Nasstar hereby grants the Customer a royalty-free, time-limited, non-exclusive, and non-transferable licence to use such Nasstar IPR solely and to the extent required for the Customer to receive and use the Deliverables and to receive the benefit of the Services as intended by the relevant SOW or Service Agreement.
- 6.3 **Ownership of the Customer Foreground IPR.** Subject to full payment of the Fees under the relevant SOW or Service Agreement, the Customer shall own the Customer Foreground IPR and Nasstar hereby agrees to assign the Customer Foreground IPR to the Customer (including by way of present assignment of future copyright). The Customer grants to Nasstar a worldwide, fully paid-up, non-exclusive, non-transferable licence during the term of each SOW and Service Agreement to use the Customer Foreground IPR.
- 6.4 **Customer Materials.** The Customer hereby grants to Nasstar a worldwide, fully paid-up, non-exclusive, non-transferable licence to use the Customer Materials (including any Customer Background IPR) for the purposes of Nasstar providing the Services and performing its obligations under this Agreement and the relevant SOW or Service Agreement. The Customer shall indemnify Nasstar from all financial loss arising from, and shall defend and hold Nasstar harmless in relation to, any claim by a third party that Nasstar's use or receipt of any Customer Materials or Customer Background IPR in accordance with the terms of this Agreement and the relevant SOW or Service Agreement infringes the third party's rights.
- 6.5 **Residual knowledge.** Subject to any obligations of confidentiality, nothing in this Agreement shall prevent Nasstar from using or disclosing any general knowledge, ideas, know-how, experience, or techniques retained in the unaided memory of its personnel as a result of the performance of its obligations under this Agreement and each SOW and Service Agreement.



- 6.6 **Third Party Products.** If Nasstar agrees to provide any Third Party Product in a SOW or Service Agreement, then the Customer acknowledges and agrees that its receipt and use of the Services and Deliverables shall be subject to the applicable Third Party Terms or, to the extent Nasstar is permitted by the third party provider to do so, obtaining a licence to the Third Party Product from Nasstar on a pass-through basis. The Customer shall comply, and procure that its users comply, with the applicable Third Party Terms. Nasstar does not guarantee the continuing availability of any Third Party Products.

7. IPR Indemnity

- 7.1 **Indemnity.** Subject to clauses 7.3 and 15.1, Nasstar shall indemnify the Customer for all amounts awarded against the Customer by a court in final judgment or in final settlement of any claim by a third party that the Customer's receipt or use of the Services or Deliverables in accordance with the terms of this Agreement and the relevant SOW or Service Agreement infringes the third party's intellectual property rights.

- 7.2 **Remedial action.** In response to any third party claim that the Services or Deliverables or their receipt or use by the Customer infringes the third party's intellectual property rights, Nasstar may at its sole discretion:

- (a) replace or modify the Services and/or Deliverables so that they are no longer infringing;
- (b) obtain a licence from the third party to allow the Customer to continue to receive and use the Services and Deliverables;
- (c) terminate the relevant SOW or Service Agreement and refund the Customer any Fees paid less an amount in respect of the Services performed up to the date of termination.

- 7.3 **Exceptions.** Nasstar shall have no liability under clause 7.1 to the extent the third party claim arises from:

- (a) any use of the Services or Deliverables contrary to Nasstar's reasonable instructions;
- (b) any modification of the Services or Deliverables, or any combination of the Services or Deliverables with any third party materials, without the prior authorisation of Nasstar; or
- (c) any inputs supplied by the Customer, including the Customer Materials.

8. Confidentiality, data protection, and information security

- 8.1 **Protection of Confidential Information.** Each party agrees to treat all Confidential Information of the other party as strictly confidential and not to disclose such Confidential Information to any person, except:

- (a) where required by law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject;



- (b) where disclosed on a necessary basis to its professional advisers, insurers, auditors and bankers;
- (c) where the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality;
- (d) where disclosed to the party's agents, directors, officers, employees or sub-contractors in connection with the performance of that party's obligations under this Agreement or any SOW or Service Agreement and provided that such persons are made aware of the confidential nature of the Confidential Information and are bound by obligations of confidentiality in respect of the Confidential Information that are substantially equivalent to those set out in this clause 8.1;
- (e) to the extent necessary to refer a dispute for resolution in accordance with clause 14;
- (f) in the case of Nasstar: (i) where disclosure is required for the proper operation of the Services or any Deliverables, including for the transmission of communications used or requested by the Customer; or (ii) to another member of Nasstar's corporate group; or
- (g) with the prior written approval of the other party.

8.2 **Survival.** Clause 8.1 shall continue to bind the parties for a period of three (3) years following the termination or expiry of this Agreement or any SOW or Service Agreement (however arising). After this period, each party shall (other than to the extent required to perform any surviving obligations): (i) return to the disclosing party all of its Confidential Information; and (ii) delete all copies and records of the disclosing party's Confidential Information in the receiving party's possession and control and procure the same from any person to whom the receiving party has disclosed the Confidential Information.

8.3 **Data protection.** The Data Processing Agreement shall apply to any processing of personal data by either party in connection with this Agreement or any SOW or Service Agreement.

8.4 **Information Security.** Nasstar operates an information security management system which complies with the requirements of ISO/IEC 27001:2022 in respect of the design, procurement, service transition, delivery, and support of products and services to Nasstar clients and the internal activities required to support this service delivery. A summary of Nasstar's information security measures is available at <https://www.nasstar.com/security-policy> as updated or amended by Nasstar from time to time.

9. Warranties and disclaimers

9.1 **Mutual warranties.** Each party warrants and undertakes to the other throughout the term of this Agreement and each SOW and Service Agreement that:

- (a) it has, and shall continue to have all necessary power and authority to enter into and perform its obligations under this Agreement and each SOW and Service Agreement;
- (b) to its knowledge, there are no actions, suits or proceedings or regulatory investigations pending or threatened against the party that might affect the ability of



the party to meet its obligations under this Agreement and each SOW and Service Agreement;

- (c) it is solvent and able to perform all of its obligations under this Agreement and each SOW and Service Agreement, and will remain so throughout the term of the Agreement and each SOW and Service Agreement; and
- (d) entering into this Agreement and each SOW and Service Agreement will not cause the party to be in breach of any other contract to which it is a party or any statutory or other legal requirement.

9.2 **Customer warranty.** The Customer warrants and undertakes to Nasstar throughout the term of this Agreement and each SOW and Service Agreement that:

- (a) it has, and shall continue to have, all necessary consents, licences, permissions, and authorisations to grant the rights licensed to Nasstar under clause 6; and
- (b) neither it nor any of its personnel are or shall be the subject of any sanctions enforced by the US, the UK, the EU, or any EU member state, and the Customer shall not use the Services or Deliverables to engage, facilitate, or support any person or entity that is the subject of such sanctions.

9.3 **Disclaimer.** Except to the extent expressly set out in this Agreement or in any SOW or Service Agreement, to the maximum extent permitted by law Nasstar disclaims all warranties, guarantees, and representations, whether express or implied, including any warranties, guarantees, or representations that the Services or the Deliverables will be fit for a particular purpose, uninterrupted or continuously available, supported or error-free. The Customer acknowledges that it has made its own enquiries to satisfy itself as to the suitability of the Services and Deliverables for its needs, and that it has not relied upon any statements or representations by Nasstar in entering into this Agreement or any SOW or Service Agreement.

9.4 **End of Life services.** Nasstar shall notify the Customer when any Service (including any Third Party Product) enters its end of life phase and specify the date on which the provision or support of that Service will terminate. The relevant Services will then terminate on the date specified in Nasstar's notice without further liability to the Customer.

10. Liability

10.1 **Liabilities not excluded or limited.** Nothing in this Agreement or any SOW or Service Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, the Customer's liability to pay the Fees and any Reimbursable Expenses, or any statutory or other liability which cannot be excluded or limited under applicable law or for which an exclusion or limitation would be void or unenforceable.

10.2 **Excluded liabilities.** Subject to clause 10.1, neither party shall be liable to the other for any: (i) indirect or consequential loss; (ii) loss of actual or anticipated revenue or profits, loss of business opportunity, or loss of contract; (iii) loss of anticipated savings, wasted expenditure, business interruption or loss or corruption of data, or (iv) loss or damage to goodwill or reputation, in each case howsoever arising and no matter how fundamental (including by reason of a party's negligence).



- 10.3 **Maximum liability.** Subject to clauses 10.1, 10.2, and 10.9:
- (a) the maximum aggregate liability of each party under or in connection with a SOW or Service Agreement in a Contract Year (howsoever arising including for negligence or under an indemnity) shall not exceed the following limits:
 - (i) in respect of all Security Breaches, a total of two (2) times the Total Fees under the relevant SOW or Service Agreement in that Contract Year; or
 - (ii) for all other liability, a total of one (1) times the Total Fees under the relevant SOW or Service Agreement in that Contract Year; and
 - (b) the maximum aggregate liability of each party under or in connection with this Agreement (howsoever arising, including for negligence and under an indemnity) which does not relate to a particular SOW or Service Agreement shall not exceed £50,000.
- 10.4 **Liability Caps not to be combined.** Each Liability Cap shall apply to the exclusion of all others in respect of a given claim for liability, so that neither party may combine more than one Liability Cap in respect of the same claim (or series of connected claims) for the purposes of calculating the other party's maximum liability. For the avoidance of doubt, the limitations under clauses 1.1.1(a)(i), 1.1.1(a)(ii), and 10.3(b) shall each constitute a separate Liability Cap.
- 10.5 **Liability Caps to reduce all others.** If a party pays an amount by way of a liability to the other party (howsoever such liability arises) and that amount is subject to a Liability Cap (the "**Applicable Liability Cap**"), the amount paid shall reduce the maximum amount that can be claimed against the paying party under all other Liability Caps, and in respect of all other liabilities, by an equivalent amount for the period during which the Applicable Liability Cap applies.
- 10.6 **Mitigation.** Each party shall take all reasonable steps to mitigate any losses for which it is entitled to bring a claim against the other party under this Agreement or any SOW or Service Agreement (including any losses claimed under an indemnity).
- 10.7 **Relief Events.** Nasstar shall have no liability for any failure or delay in performing its obligations under this Agreement or a SOW or Service Agreement (and, in the case of delay, shall be entitled to a reasonable extension of time for performing its affected obligations) to the extent arising from:
- (a) a breach of clause 4; or
 - (b) an assumption specified in the relevant SOW or Service Agreement being materially incorrect.
- 10.8 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement or a SOW or Service Agreement to the extent caused by a Force Majeure Event. The affected party shall notify the other party of the Force Majeure Event without undue delay and take reasonable precautions to mitigate the effects of the Force Majeure Event. In the case of delay, the affected party shall be entitled to a reasonable extension of time to perform its affected obligations.



- 10.9 **Liability for Third Party Products.** Nasstar's sole liability in respect of any Third Party Products shall be to pass through to the Customer the benefit of the applicable Third Party Terms in respect of the Customer's receipt and use of such Third Party Product (including any service level commitments and service credit entitlements under the Third Party Licence) provided always that Nasstar's maximum liability to the Customer in respect of such Third Party Products shall not exceed the remedies that Nasstar receives from the relevant third-party provider.

11. Termination

- 11.1 **Termination for cause.** Either party may, on written notice to the other, terminate this Agreement or a SOW or Service Agreement with immediate effect if:

- (a) the other party is in material breach of its obligations under this Agreement or the applicable SOW or Service Agreement and, where the breach is capable of remedy, the party in breach has failed to remedy it within thirty (30) days of receiving notice from the terminating party specifying the breach and requiring it be remedied;
- (b) in respect of termination of a SOW or Service Agreement, the total aggregate liability of the other party under or in connection with that SOW or Service Agreement has reached or exceeded the applicable maximum limit on liability referred to in clause 10.3;
- (c) a party is substantially prevented from performing its obligations under this Agreement or the relevant SOW or Service Agreement as a result of a Force Majeure Event for a continuous period of at least ninety (90) days; or
- (d) the other Party is the subject of an Insolvency Event.

- 11.2 **Termination for unpaid fees.** Nasstar may, on written notice to the Customer, terminate a SOW or Service Agreement with immediate effect where the Customer has failed to pay any amounts due and payable under the SOW or Service Agreement by the due date for payment, Nasstar has given the Customer written notice of the overdue amounts and requiring payment of those amounts within at least ten (10) days of the date of the notice, and the overdue amount remains unpaid by the end of the period specified in the notice.

- 11.3 **Amending, suspending or ending services for compliance with laws.** Nasstar may, on written notice to the Customer, amend, suspend or terminate the provision of any Services or the supply of any Deliverables under a SOW or Service Agreement with immediate effect where required to do so to comply with any applicable laws (including any trade controls), binding court orders, or mandatory directions of a regulatory authority.

- 11.4 **Other termination rights excluded.** The rights of termination expressly set out in this Agreement and in each SOW or Service Agreement are intended to be exhaustive. To the maximum extent permitted by law, the parties agree that all other termination rights, whether arising under common law or otherwise, shall not apply.

12. Consequences of termination

- 12.1 **Payment of outstanding amounts.** On termination of a SOW or Service Agreement, Nasstar shall be entitled to invoice the Customer for, and the Customer agrees to pay in accordance



with clause 5, all charges for: (i) Services performed and Deliverables provided up to and including the termination date (including for work in progress); (ii) all charges that would otherwise become due and payable for the remainder of the committed term of the SOW or Service Agreement (as applicable), except if the Customer has properly terminated for Nasstar's material breach of this MSA, in which case the Customer shall pay any reasonable stranded costs incurred by Nasstar in contemplation of the SOW or Service Agreement continuing for its full term to the extent that Nasstar cannot reasonably mitigate these costs; and (iii) any other amounts expressed to be due any payable on termination of the SOW or Service Agreement. Except as expressly set out in a SOW or Service Agreement, the Customer shall not be entitled to a refund of any pre-paid amounts for the unexpired portion of the applicable term.

- 12.2 **Deletion of Customer data.** Unless expressly provided otherwise in the relevant SOW or Service Agreement, and subject to the Data Processing Agreement, on expiry or termination of a SOW or Service Agreement, Nasstar may at its discretion delete or return to the Customer any Customer data or inputs which Nasstar (or any of its subcontractors) holds, stores, or processes in connection with the Services under the relevant SOW or Service Agreement.
- 12.3 **Exit assistance.** If a SOW or Service Agreement expressly provides for the provision of exit services or assistance following expiry or termination of the SOW or Service Agreement (or any of the Services thereunder), then Nasstar shall be entitled to invoice the Customer for the provision of such exit services and assistance at the applicable rates specified in the SOW or Service Agreement (or at Nasstar's then-current rate card or at other rates agreed in writing with the Customer) and the Customer agrees to pay such invoices in accordance with clause 5.
- 12.4 **Other rights unaffected.** The expiry or termination of this Agreement, a SOW or Service Agreement shall not affect any other of them or any rights, obligations, remedies, or liabilities a party has accrued prior to such expiry or termination.
- 12.5 **Survival.** All clauses that are intended expressly or by implication to survive expiry or termination of this Agreement or a SOW or Service Agreement shall remain in full force and effect following such expiry or termination, including clauses 1, 6, 8, 8.3, 10, 12, 13, 14, and 15.

13. Personnel

13.1 Definitions. In this clause 13:

- (a) **"Transfer Regulations"** means: (i) the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any successor legislation in force from time to time); and (ii) the European Community Council Directive 2001/23 EC on the approximation of the laws of the European Union member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses (referred to as the Acquired Rights Directive); and (iii) any national laws implementing the same or any successor legislation in force from time to time;
- (b) **"Employment Liabilities"** means all liabilities incurred by Nasstar in connection with: (i) the dismissal of an employee under clause 13.3(a); (ii) any act or omission by the Customer or a predecessor supplier of services to the Customer in relation to any of



their employees occurring before a Commencement Relevant Transfer; or (iii) any claim by an employee or an authority (including HMRC) in respect of any emoluments and outgoings in relation to such employee accrued or payable in respect of any period before the Commencement Relevant Transfer.

13.2 **No transfer of personnel anticipated.** The parties agree that, except as expressly provided otherwise in a SOW or Service Agreement, the arrangements anticipated by each SOW or Service Agreement and/or the termination any of the Services provided thereunder (in whole or part) are not expected to give rise to a relevant transfer within the meaning of the Transfer Regulations.

13.3 **Indemnity for transferring personnel on commencement.** Notwithstanding clause 13.2, if it is found or alleged that the employment of any person employed by the Customer (or to any previous supplier to the Customer of services similar to the Services) has or ought to have transferred to Nasstar pursuant to a relevant transfer under the Transfer Regulations on the commencement of a SOW or Service Agreement or that Nasstar has otherwise inherited liability of such person as a result of the Transfer Regulations:

- (a) Nasstar may terminate the employment of that person; and
- (b) the Customer shall indemnify and keep indemnified Nasstar from and against any and all Employment Liabilities for which Nasstar is liable in relation to that person.

13.4 **Non-solicitation.** Neither party shall make any offer of employment or otherwise seek to solicit any person employed or engaged by the other party, other than where such person has responded to general advertisements for positions made to the public at large. This obligation shall survive expiry or termination of the Agreement or any SOW or Service Agreement and shall continue to apply for six (6) months following such expiry or termination.

14. **Dispute resolution.**

14.1 **Internal escalation.** If either party gives written notice of a dispute arising under or in connection with a SOW or Service Agreement, then each party shall refer the dispute to its contract representative, service delivery manager, and/or project manager for the relevant SOW or Service Agreement for resolution, or if no contract representative, service delivery manager, or project manager has been appointed for the relevant SOW or Service Agreement, to an appropriate senior member of that party's personnel with authority to resolve the dispute.

14.2 **Arbitration.** If the parties are unable to resolve the dispute within sixty (60) days of a party giving notice of the dispute under this clause, then either party may refer the dispute for final resolution by arbitration under the London Court of International Arbitration's (LCIA) Rules, which are deemed to be incorporated by reference. Arbitration shall be held in London, England before a single arbitrator jointly nominated by the parties, or if the parties cannot agree on an arbitrator within twenty (20) Business Days of the dispute being referred to arbitration, the arbitrator shall be appointed by the LCIA in accordance with the LCIA Rules. The conduct of the arbitral proceedings and any submissions made by a party during those proceedings shall be held in strict confidence.

14.3 **Legal proceedings.** Neither party shall commence legal proceedings before a court in relation to a dispute unless the parties expressly agree in writing otherwise, the parties have exhausted the procedure set out in this clause without final resolution of the dispute, or the



proceedings relate to an actual or threatened infringement of the party's intellectual property rights or a duty of confidentiality, or recovery of a debt due from the Customer to Nasstar. The parties submit to the jurisdiction of the courts of England and Wales for all proceedings to which this clause 14.3 applies.

15. General

15.1 Conduct of claims. The indemnifying party's obligations under any indemnity in this Agreement or any SOW or Service Agreement shall be subject to the indemnified party:

- (a) promptly notifying the indemnifying party on becoming aware of any third party claim for which it is seeking defence and/or indemnification and providing full particulars of the claim;
- (b) giving the indemnifying party the right to conduct all negotiations and proceedings with the third party in relation to the claim, provided that: (i) the indemnifying party shall not enter into any settlement with the third party that would require an admission of liability from the indemnified party; and (ii) the indemnified party shall be permitted to appoint its own counsel and to participate in any proceedings at its own cost;
- (c) giving the indemnifying party all reasonable co-operation and assistance as may be required for it to investigate and defend the third party claim; and
- (d) not entering into any settlement agreement with the third party or making any admission of liability without the indemnifying party's prior written consent.

15.2 Assignment, sub-contracting, and other dealings

- (a) The Customer must not assign or transfer any of its rights or obligations under this Agreement or any SOW or Service Agreement without the prior written consent of Nasstar. Any purported assignment or transfer in breach of this clause shall be ineffective.
- (b) The Customer hereby consents to any assignment or transfer of Nasstar's rights or obligations under this Agreement or any SOW or Service Agreement to another member of Nasstar's corporate group or to any person or entity acquiring all or substantially all of the assets of Nasstar's business.
- (c) Nasstar may subcontract the performance of any of its obligations under this Agreement or a SOW or Service Agreement to a third party provided that, unless otherwise stated, Nasstar shall remain liable to the Customer for the subcontracted obligations.

15.3 Corruption and bribery. Each party shall comply with all applicable laws and regulations regarding anti-corruption and anti-bribery.

15.4 Modern slavery. Each party shall comply with all applicable laws and regulations regarding anti-slavery and shall have and maintain throughout the term of the Agreement and each SOW and Service Agreement policies and procedures for ensuring compliance with such laws and regulations. Each party shall promptly notify the other on becoming aware of any slavery or



human trafficking its supply chain relevant to the provision of receipt of the Services and Deliverables.

- 15.5 **Entire agreement.** This Agreement and each SOW and Service Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of the Agreement, SOW, or Service Agreement (as applicable) and supersedes any other agreement or understanding (written or oral) between the parties relating to the same. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by the other party or any other person except as expressly set out in this Agreement, a SOW, or Service Agreement, in respect of which its sole remedy shall be for breach of contract. Nothing in this clause shall exclude or limit the liability of any person for fraud, including fraudulent misrepresentation.
- 15.6 **Counterparts.** This Agreement and each SOW and Service Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy.
- 15.7 **Announcements.** The Customer shall not make, or permit any person to make, any public announcement concerning this Agreement or any SOW or Service Agreement without the prior written consent of Nasstar, except as required by law, any governmental or regulatory authority (including any relevant securities exchange), or any court of competent jurisdiction.
- 15.8 **Changes.** Except as expressly provided otherwise in this Agreement:
- (a) no purported change or variation to the terms of this Agreement shall be effective unless made in accordance with the procedure in Schedule 1; and
 - (b) no purported change or variation to a SOW or Service Agreement shall have effect unless it agreed in writing by the parties in accordance with any procedures incorporated or referred to in the relevant SOW or Service Agreement for documenting and agreeing such changes or variations.
- 15.9 **Service Changes.** Nasstar may from time-to-time update or make changes to the Service Description or to change any technology solution that it uses for any of its Services without having to follow the procedure in Schedule 1, provided that such changes do not materially degrade the functionality or performance of the Services or result in any increase in the Fees. Nasstar shall endeavour to provide the Customer with reasonable notice of any such changes that are material.
- 15.10 **Waiver.** The failure to exercise or delay in exercising a right or remedy shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach by the other party shall constitute a waiver of any subsequent breach of the same or any other provision.
- 15.11 **Rights and remedies.** Except as expressly provide otherwise in this Agreement and any SOW or Service Agreement, the rights and remedies provided under this Agreement and each SOW and Service Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 15.12 **Severance.** If any provision of this Agreement or a SOW or Service Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary



to make it valid, legal and enforceable (and clause 15.8 shall not apply in respect of such modification). If this modification is not possible, the provision shall be deemed deleted.

- 15.13 **No partnership or agency.** Nothing in this Agreement or any SOW or Service Agreement shall give rise to any relationship of partnership, joint venture, or profit sharing between the parties.
- 15.14 **Notices.** Any notice to be given under this Agreement or a SOW or Service Agreement must be given in writing. Notices to the Customer shall be sent by e-mail to the Customer's nominated e-mail address for receiving notices, or if no e-mail address is specified by post or delivery to the Customer's registered address, and notices to Nasstar shall be sent by e-mail to legal@nasstar.com or such other e-mail address as Nasstar may specify from time to time for the receipt of notices and with a copy by post or delivery to Nasstar's registered address. A notice sent in accordance with this clause shall be deemed effective: (i) if sent by email, when received by the recipient's e-mail server; (ii) if delivered personally, when left at the party's registered address; or (iii) if sent by post, two Business Days after posting by registered post.
- 15.15 **Third-party rights.** A person who is not a party to this Agreement or a SOW or Service Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Agreement, the SOW, or the Service Agreement and the consent of such person shall not be required to affect any amendments to the same.
- 15.16 **Governing law.** Unless expressly provided otherwise in a SOW or Service Agreement, this Agreement and each SOW and Service Agreement and any disputes arising therefrom shall be governed by and construed in accordance with the laws of England and Wales.



Execution

SIGNED for and on behalf of [•]:

SIGNED for and on behalf of **GCI NETWORK SOLUTIONS LIMITED:**

.....
Signature

.....
Signature

.....
Print name

.....
Print name

.....
Title

.....
Title

.....
Date (dd/mm/yyyy)

.....
Date (dd/mm/yyyy)



Schedule 1 – Change Control Procedure

1. The procedure in this Schedule 1 shall apply to all variations to the terms of the Agreement and may also be used to request changes to a SOW or Service Agreement (each a "**Change**") except:
 - (a) where clause 15.9 applies; or
 - (b) in the case of a Change to a SOW or Service Agreement, where a different procedure for documenting and agreeing a Change is incorporated or referred to in the relevant SOW or Service Agreement.
2. Either party may request a Change by completing a draft Change Note using the template annexed to this Schedule (or such other form of document as the parties may agree to in writing from time to time) and providing this to the other party.
3. A proposed Change shall be effective only once the corresponding Change Note has been signed by an authorised representative of each party. Until a Change is agreed, each party shall continue to perform its obligations under the Agreement and each SOW and Service Agreement as if the Change had not been proposed.
4. A Change Note shall automatically expire and be incapable of acceptance by a party after the period of validity specified in the Change Note (if any) has expired.
5. Either party may in good faith call a meeting between with the other party to discuss a proposed Change. Each party shall ensure that an appropriate representative is reasonably available to attend such meeting in a timely manner (including remotely) and shall participate in in good faith.
6. Subject to clause 7 of this Schedule, neither party shall be obliged to accept a Change Note prepared by the other party.
7. Neither party shall unreasonably withhold or delay its acceptance to a Change proposed in a Change Note by the other party (the "**requesting party**") where the proposed Change:
 - (a) is required to enable the requesting party to comply with (or remain in compliance with) any mandatory law or regulation to which that party is subject;
 - (b) is required to enable the requesting party to comply with any mandatory direction of any governmental or regulatory authority to which that party is subject; or
 - (c) is required to comply with (or remain in compliance with) any mandatory industry standards or requirements applicable to the Services or the Deliverables.
- 7.2 Each party shall bear its own costs in relation to the preparation and agreement of each Change Note, unless the preparation of a Change Note is a chargeable service under a SOW or Service Agreement.



Annex A – Change Note Template

This Change Note is made pursuant to the Master Services Agreement (the "**Agreement**") between GCI Network Solution Limited ("**Nasstar**") and [●] (the "**Customer**").

The parties have agreed to use this Change Note to agree the following Changes. Unless otherwise expressly specified, each Change shall only apply to the Agreement or to the applicable SOW and/or Service Agreement that has been identified below. Words and phrases used in this Change Note shall have the same meaning as in the Agreement.

Change Title:	[●]
Change Note Number:	[●]
Relevant SOW or Service Agreement:	[●]
Change requested by:	[Nasstar] OR [Customer].
Reason for the Change:	[●]
Description of the Change:	[●]
Changes to the Fees:	[●]
Effective Date of Change:	[●]
Period of validity:	This Change Note may be signed and accepted by each party only until [●].

Authorisation

The Agreement and each SOW and/or Service Agreement amended by this Change Note shall supersede and replace all prior versions. All other terms not amended by this Change Note shall remain unaffected.

SIGNED ON BEHALF OF NASSTAR: Signature: Name: Title: Date (dd/mm/yyyy):	SIGNED ON BEHALF OF [CUSTOMER]: Signature: Name: Title:
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	Date (dd/mm/yyyy):
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