

Master Subscription Agreement

This MSA (as defined below) is made on _____ (the “**Commencement Date**”).

This MSA contains the terms and conditions upon which the Services, Support and Professional Services are provided to Customer pursuant to an applicable Order. Each Order shall specify the specific Services, Support and/or Professional Services to be provided to Customer. Each Order shall be deemed to be a separate agreement and incorporates the terms of this MSA (including Schedules) as if they were set out in full in each Order.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the Parties agree as follows:

1. Definitions and Interpretation

1.1. The following expressions shall have the meanings set out below:

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control of the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“**Agreement Year**” means each twelve (12) month consecutive period beginning from the Commencement Date.

“**Annual Subscription Fees**” means the charges per twelve (12) month period specified in an Order, or as may otherwise be pro-rated in accordance with clause 6.5 of this MSA, for the right to access and use the Services in accordance with an Order and receive the associated Support.

“**Anmut**” means Anmut Consulting Ltd, a limited company incorporated and registered in England with company number 11364475 and registered office address at 4 Eriswell Crescent, Hersham, Walton-On-Thames, Surrey, United Kingdom, KT12 5DS.

“**Anmut Platform Page**” means the pages made available to Users via the Website that provide information concerning the Services including but not limited to Service updates and planned Services maintenance and downtime.

“**Anmut Technology**” means all proprietary technology belonging to, used by, or supplied by Anmut and/or its licensors (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) that are made available to Customer under an Order or is otherwise used by Anmut or its Affiliates to provide the Services.

“**API**” means an application programming interface.

“**Applicable Law**” means: (i) any statute, regulation, by-law or subordinate legislation in force from time to time in England and Wales; and (ii) the common law and laws of equity as applicable to the Parties from time to time.

“**Business Day**” means any day except any Saturday, any Sunday, or any day which is a national legal holiday or any day on which banking institutions are authorised or required by the laws of England and Wales, or other applicable governmental action to close.

“**Charges**” means Annual Subscription Fees, Professional Services Fees and any other charges payable by Customer to Anmut, in each case plus applicable Taxes as detailed in clause 6.9 of this MSA.

“**Confidential Information**” means: without limitation (a) for Anmut, the Services and Documentation; and (b) any other information of a Party (the “**Disclosing Party**”) that is disclosed in writing or orally, and is designated as confidential or proprietary at the time of disclosure to the Party receiving confidential information (the “**Receiving Party**”), or that due to the nature of the information the Receiving Party would understand it to be confidential information of the Disclosing Party; and (c) the specific terms and conditions of this MSA and associated Order(s).

Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this MSA by the Receiving Party; (ii) was rightfully in the Receiving Party’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Receiving Party without use of



or reference to the Disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Receiving Party from a Third Party not under a duty of confidentiality and without restriction on use or disclosure.

"Customer" means the entity, other than Anmut, that has signed this MSA in the signature block.

"Customer Data" means the Customer proprietary database which is used for data analysis purposes in conjunction with the Services and Professional Services.

"Data Protection Laws" means all privacy laws applicable to any Personal Data processed under or in connection with this Agreement, including, without limitation, the General Data Protection Regulation 2016/679 ("GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC and all national implementing law, regulations and secondary legislation implementing or supplementing the foregoing, all as amended, re-enacted and/or replaced and in force from time to time including any similar, analogous or successor legislation reflecting the provisions of the GDPR and the UK Data Protection Act 2018. Data privacy terms including without limitation, "Personal Data" shall have the meaning ascribed to it under applicable Data Protection Legislation;

"Documentation" means any guidelines, materials or document(s) made generally available to Customer by Anmut in relation to the Services, the Service descriptions and use instructions, whether provided online or offline.

"Effective Date" means the date of commencement of subscription to the Services (and associated Support) or Professional Services as specified in an applicable Order.

"Force Majeure Event" means circumstances beyond a Party's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Parties' employees), equipment (including Third-Party Applications) failure, internet service provider failures or delays, network service attacks or denial of service attacks.

"Governing Law" means the laws of England and Wales and will govern any dispute or lawsuit arising out of this MSA and/or an applicable Order.

"Hack" means an attempt to gain unauthorised access to, interfere with, adversely impact, or disrupt the integrity or performance of the Services, the data contained therein, or their related systems or networks, including but not limited to a denial of service attack.

"Insolvency Event" has the meaning set out in clause 7.3 of this MSA.

"Intellectual Property Rights" means patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trademarks and service marks, copyrights, know-how, database rights, rights in designs and inventions and all other rights of the same or similar effect or nature, including all renewals, applications and registrations (and the right to apply for registration) relating to any of the foregoing.

"Master Subscription Agreement" or **"MSA"** means this master subscription agreement, together with its Schedules.

"Order" means the document pursuant to which a Customer may procure Services, Support and/or Professional Services.

"Order Year" means: (i) in respect of the Primary Subscription Order, each consecutive twelve (12) month period beginning from the commencement of the Subscription Term; or (ii) in the case of an Order issued pursuant to clause 6.5, the period from the Effective Date of such Order until the end of the Order Year of the Primary Subscription Order, and then, each subsequent twelve (12) month period thereafter.

"Party" or "Parties" means collectively Anmut and Customer, and **"Party"** shall be construed as the context requires.

"Package" means the Anmut package detailing the types of Services purchased by the Customer, including details regarding specific features, specified in an Order for Customer use.

"Permitted Use" means use of the Services by Customer and/or User(s) for Customer's internal business purposes, only.

"Primary Subscription Order" means the first Order executed under this MSA pursuant to which Customer procures Services (and Support), and in the event that the Primary Subscription Order expires or is terminated, the Order executed subsequent to the Primary Subscription Order shall be designated as the Primary Subscription Order thereafter.



“Privacy Policy” means Anmut’s privacy policy currently available at: www.anmut.co.uk.

“Professional Services” means the provision during a Business Day of general professional services including, but not limited to data analysis, report interpretation and/or training; the initial amounts of which required by Customer and any timeframe for delivery all being as specified in an Order.

“Professional Services Fees” means the charges and expenses for provision of Professional Services set out in an applicable Order or Anmut’s daily rates as published from time to time.

“Security Policy” means the Anmut’s security policy as set out in Schedule 2 (Security Policy).

“Services” means access to online or offline products and services (other than Professional Services or Support) provided or licensed to Customer by Anmut; all as specified in an Order. For the avoidance of doubt, Services shall not include Professional Services.

“Subscription Term” means the initial period as specified in an Order for which Customer is authorised to access and use the Services (and Support), and Customer commits to paying the Annual Subscription Fees which shall thereafter automatically renew for consecutive twelve (12) monthly periods unless either Party serves notice of non-renewal upon the other Party at least ninety (90) days before the end of the initial period specified in an Order or each anniversary thereof.

“Support” means technical support for the Services of the type specified in Schedule 1 (Support) provided during Support Hours.

“Support Hours” means the availability of Support during the applicable times set out in Schedule 1 (Support) during Business Days, Monday to Friday.

“Taxes” has the meaning set out in clause 6.9. of this MSA.

“Term” has the meaning set out in clause 7.1 of this MSA.

“Third Party” means a person or entity other than Anmut and Customer.

“Third-Party Application” means any online applications and offline software products that interoperate with the Services that are not provided by Anmut under an Order.

“Unlawful Material” means: (i) material or content that is infringing, obscene, libelous, spam or otherwise duplicative; or (ii) materials or unsolicited messages sent in violation of Applicable Law or otherwise unlawful or tortious, or in violation of Third Party privacy rights or Data Protection Laws.

“User(s)” means the number of natural persons specified in an applicable Order that are permitted under such Order to use the Services.

“Virus” means, without limitation, any automatic restraint, viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs that interfere with the provision of the Services.

“Website” means <https://www.anmut.co.uk/> and/or other domain names designated from time to time.

- 1.2. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7. A reference to writing or written includes email. Notices required under this MSA must be provided in accordance with clause 13.11 of this MSA.

2. Anmut Responsibilities

- 2.1. Anmut grants Customer a non-exclusive, non-transferable, right to access and use the Services (and associated Support) for the applicable Subscription Term in accordance with the terms of this MSA and an applicable Order. Customer acknowledges that if the terms of the Order permit use of the Services by Customer's Affiliate(s) then Customer shall procure its Affiliates' full compliance with these terms and further agrees that any act or omission of such Affiliate shall be deemed to be the act or omission of Customer for which Customer is fully liable. Customer shall have no other rights or licenses hereunder with respect to Anmut Technology.
- 2.2. Anmut shall:
 - 2.2.1. use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for: (i) planned downtime (of which Anmut shall give at least forty-eight (48) hours' advance notice of via the Anmut Platform Page or any other written means of communication); and (ii) any unavailability caused by a Force Majeure Event;
 - 2.2.2. provide Support in accordance with Schedule 1 (Support);
 - 2.2.3. perform Professional Services in accordance with the terms of each Order, in a professional and competent manner, exercising at all times all reasonable skill, care, and diligence; and
 - 2.2.4. provide the Services in accordance with Applicable Law.
- 2.3. Anmut will provide Customer with access to the Anmut Platform Page for the purpose of receiving communications from Anmut regarding the Services (including notifications concerning Services downtime). Customer is responsible for ensuring that the appropriate User Manager(s) register and create user credentials in respect of registering for use of the Anmut Platform Page and receiving notifications thereunder.
- 2.4. Anmut is excused from performing an obligation under this MSA and/or an applicable Order to the extent that the non-performance by Customer of an express or implied obligation under this MSA or the applicable Order affects Anmut's ability to perform such obligation.
- 2.5. Anmut may change the Services and/or Anmut Technology, provided that such changes do not materially decrease Customer's ability to use of the Services.

3. Customer Restrictions on Use

- 3.1. Customer agrees that the Services (and associated Support) may only be used by Customer and Users for the Permitted Use. Anmut reserves all rights not expressly granted herein. For the avoidance of doubt, unless otherwise stated in an applicable Order, Customer and/or Users are expressly prohibited from reselling, leasing, renting or otherwise making available the Services as part of any outsourcing or similar arrangement by or for the benefit of any Third Party.
- 3.2. Customer will: (i) be responsible for Users' and (where applicable) its Affiliates' compliance with the terms of this MSA and Applicable Orders; (ii) provide Anmut with up to date details of the Customer's primary contact in relation to this MSA; (iii) use reasonable efforts to prevent unauthorised access to or use of the Services, and notify Anmut promptly of any such unauthorised access or use; and (iv) use the Services only in accordance with the Documentation and Applicable Law.
- 3.3. Customer and/or User(s) will not use the Services to:
 - 3.3.1. store or transmit Unlawful Materials;
 - 3.3.2. store or transmit Viruses;
 - 3.3.3. Hack the Services; or
 - 3.3.4. provide or allow access or use by any person that is not a User, or allow access to or use of the Services in contravention of the number of Users, detailed in the applicable Order, and any other restrictions set out in this MSA and an applicable Order. Customer is prohibited from allowing Users to share User access links.
- 3.4. Upon the occurrence of, or reasonable suspicion of the occurrence of any of the events listed in clause 3.3 above, Anmut may suspend Customer and/or User access to the Services, and where possible, Anmut will notify the Customer of the breach of clause 3.3 and its intention to suspend the Services. Anmut may at its sole discretion provide Customer with an opportunity to rectify such contravention prior to suspending the Services.
- 3.5. Service features that interoperate with Third-Party Applications depend on the continuing availability of the relevant API for use with the Services. If the providers of the Third-Party Applications cease to make the API available on reasonable terms for the Service, Anmut will use reasonable endeavours to provide access to the Third-Party Applications via alternative means that do not materially affect Customer's enjoyment of the Services, and should Anmut be unable to remedy such issue, then Customer will be entitled to terminate the applicable Services affected by providing written notice to Anmut and receive a pro-rata refund of any prepaid Annual Subscription Fees in respect of the affected Services from the applicable date of termination.
- 3.6. Customer agrees that only Customer primary contacts or its corporate officers have the authority to request Anmut to make changes (i) to Customer Data held by Anmut or Anmut access rights and permissions; and/or (ii) the Services, and Customer acknowledges that Anmut may decline such requests, including if not made by a Customer primary contact or corporate officer.

4. Customer Obligations

- 4.1. At Anmut's reasonable request, Customer shall promptly furnish Anmut with written certification verifying that the Services are being used in accordance with an Order, including the number of Users. Customer shall give Anmut reasonable access to Customer's records to verify that the Services are being used in accordance with the terms of an Order.
- 4.2. Customer acknowledges that: (i) the Services have been designed generally to support the management of customer's data and not specifically for Customer's particular requirements; (ii) an Order for the Services hereunder is neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by Anmut regarding existing or future functionality or features of the Services.
- 4.3. Customer is responsible for ensuring that its personnel are reasonably trained in using the Services, that the Services are used for their intended purpose and in accordance with the Documentation.
- 4.4. Customer shall comply with all its obligations detailed in this MSA or an applicable Order.
- 4.5. Anmut is permitted to use any aggregated, de-identified or anonymised insights, derived from use of the Customer Data to improve the services and for statistical/benchmarking purposes.
- 4.6. Customer shall indemnify and hold Anmut and its licensors, officers, directors, employees, attorneys and agents harmless from and against any and all claims costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a claim alleging that use of Customer Data infringes the rights and/or Intellectual Property Rights of a Third Party, provided in any such case that Anmut: (i) promptly gives notice of the claim to Customer; (ii) gives Customer sole control of the defence and settlement of the claim (provided that Customer may not settle such claim unless such settlement unconditionally releases Anmut of all liability and does not adversely affect Anmut's business or the Services); (iii) provides to Customer all available information and reasonable assistance; and (iv) has not compromised or settled such Third-Party claim.

5. Orders

- 5.1. Customer or any of its Affiliates may procure the Services, (and associated Support) and/or Professional Services by completing and signing an Order. Where a Customer Affiliate executes an Order, references to Customer in this MSA and/or such Order shall be construed as meaning that Affiliate as the context requires and each Order shall constitute a separate contract with each Customer Affiliate.
- 5.2. Other than where a Customer Affiliate executes an Order pursuant to clause 5.1 above, Anmut agrees that a Customer Affiliate granted rights under this MSA and/or an applicable Order may: (i) enforce Customer's or its rights under this MSA and an applicable Order; (ii) take advantage of the benefits conferred upon it or Customer by this MSA and each Order; (iii) rely on the representations, warranties and covenants given by Anmut; and (iv) rely on the exclusions and limitations of liability benefiting Customer in this MSA and each Order, provided that any enforcement by a Customer Affiliate of such rights, benefits, warranties, representations, covenants, exclusions and/or limitations shall be subject to all of the terms of this MSA and shall be brought solely by Customer solely against Anmut (as determined in accordance with clause 13.11 of this MSA), and vice versa. The Parties further acknowledge and agree that whether an Order is executed by Customer or Customer Affiliate (in accordance with clause 5.1 above), the limitations and exclusions of liability contained in this MSA shall apply to any claims brought by or on behalf of a Party and/or its Affiliate(s) against the other Party and/or its Affiliate(s) and shall not give rise to any increase in or multiplication of any liability limitation in this MSA or an applicable Order.
- 5.3. In the event that Customer's business practices require a purchase order number to be issued prior to payment of any invoices issued pursuant to an Order, then such purchase order number must be provided to Anmut prior to the activation of the Services. Customer's failure to issue a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of an invoice hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services, Support and/or Professional Services will have no effect on the rights, duties or obligations of the Parties hereunder, regardless of any failure by Anmut to object to such terms, provisions or conditions.

6. Charges & Payment Terms

- 6.1. Anmut will issue invoices to Customer as follows: (i) in respect of Annual Subscription Fees, annually in advance on the Effective Date and each anniversary thereafter during the Subscription Term (unless otherwise agreed in an applicable Order); and (ii) in respect of Professional Services Fees, as set forth in an Order or in advance of the Effective Date if not set forth in an Order.
- 6.2. Annual Subscription Fees shall be subject to the following:
 - 6.2.1. where a Subscription Term is for more than one (1) Order Year, at the end of each Order Year within the initial Subscription Term, the applicable Annual Subscription Fees for the following Order Year shall be subject to an inflation-adjusted increase as set in the applicable Order; and/or
 - 6.2.2. upon auto-renewal of a Subscription Term, the Annual Subscription Fees for the subsequent Order Year shall be set in accordance with Anmut's rate card in effect at the time of auto-renewal.
- 6.3. Annual Subscription Fees calculated in accordance with clause 6.2 above shall be communicated to Customer in writing.

- 6.4. Customer shall pay each invoice within thirty (30) days of the date of the applicable invoice, or within such period or date(s) as may otherwise be specified in an Order.
- 6.5. Where Customer procures Services (and Support) pursuant to any Order(s) issued after the Primary Subscription Order, such Order shall be aligned to the Order Year of the Primary Subscription Order and the Annual Subscription Fees for the first Order Year shall be prorated accordingly unless otherwise agreed in the applicable Order.
- 6.6. Anmut reserves the right to: (i) charge Customer interest in respect of the late payment of any sums due (before as well as after judgement) at the rate of three percent (3%) per annum of the outstanding sum due, or the maximum amount allowed by Applicable Law, whichever is less from the due date thereof until full payment is received by Anmut; and/ or (ii) suspend access to the Services and Support and/or Professional Services until full payment has been received by Anmut.
- 6.7. Customer acknowledges that the Charges are based on Services ordered and are due irrespective of whether or not Customer utilises the Services. Payment obligations are non-cancellable, and Charges paid are non-refundable, except in circumstances where clauses 3.5, 9.3, or 11.3 of this MSA are applicable.
- 6.8. Should Customer have any queries or bona fide dispute(s) regarding the amount of any invoice issued by Anmut it shall notify Anmut within fourteen (14) days of the date of issue of the relevant invoice and provide reasonable grounds in respect of the disputed amount. For the avoidance of doubt, all undisputed sums set out in an applicable invoice shall be paid in accordance with the invoice terms. Any bona fide dispute properly submitted with the above shall be escalated and dealt with by senior finance personnel from each Party and discussed in good faith for a period of up to ten (10) Business Days from the date of the escalation. If a dispute is resolved in favour of Anmut, the disputed amount shall be paid within five (5) Business Days of the date of resolution. Should no resolution be reached by the Parties in accordance with the above, Anmut shall be entitled to exercise its legal remedies to the fullest extent.
- 6.9. Charges and any additional sums payable under this MSA and/or an applicable Order are exclusive of any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer shall be responsible for paying all Taxes, excluding taxes based on Anmut's net income. If Anmut has the legal obligation to pay or collect Taxes for which Customer is responsible under this clause, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Anmut with a valid tax exemption certificate authorised by the appropriate taxing authority.
- 6.10. Anmut's daily rates for provision of Professional Services are exclusive of any expenses incurred by Anmut while performing the Professional Services, including but not limited to reasonable travel and living expenses of Anmut personnel, airfare, mileage, parking, accommodation and per diem meal expense. Any such expenses will be submitted to Customer for written approval in advance of such expenses being incurred.
- 6.11. All payments made by the Parties pursuant to this MSA shall be made in the currency set forth in an applicable Order.

7. Term & Termination

- 7.1. This MSA is effective from the Commencement Date and shall continue until terminated in accordance with the terms of this clause 7 of the MSA ("**Term**"). For the avoidance of doubt, in the event of the termination of the MSA before the expiry or termination of an Order, the Parties agree that the terms and conditions of this MSA shall remain in force and apply to the Order in question as if this MSA were still in force (except in the instance that the MSA and Orders are terminated in accordance with this clause 7).
- 7.2. An Order commences on the Effective Date and will continue for the Subscription Term or for such term defined in an Order for Professional Services. Expiry or termination of an Order will not act as a termination of this MSA or any other Order unless specifically agreed by the Parties in writing.
- 7.3. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this MSA (or an applicable Order as relevant) by notice in writing:
 - 7.3.1. where an Order is subject to auto-renewal, if either Party provides notice to the other Party of its decision not to renew an applicable Order no later than ninety (90) days prior to the expiry of the term of such Order, and in the case of the MSA, where such results in there being no remaining active Orders under the MSA; or
 - 7.3.2. with immediate effect if the other Party commits a material breach of the MSA and/or an Order, unless such a breach is reasonably remediable and the Party in breach fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
 - 7.3.3. subject to Applicable Law, if an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to the other Party; or
 - 7.3.4. subject to Applicable Law, if an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other party or its directors; or
 - 7.3.5. subject to Applicable Law, a trustee or receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or

- 7.3.6. subject to Applicable Law, the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 7.3.7. subject to Applicable Law, the other Party ceases, or threatens to cease, to trade; or
- 7.3.8. subject to Applicable Law, the other Party takes or suffers any similar or analogous action set out in clauses 7.3.3 to 7.3.7 (inclusive), above, in any jurisdiction in consequence of debt; where the occurrences in clauses 7.3.3 to 7.3.8 (inclusive) shall collectively be referred to as an **“Insolvency Event”**.

- 7.4. Unless stated otherwise, any termination hereunder shall be without prejudice to any other rights or remedies either Party may be entitled to hereunder, or at law or in equity, and shall not affect any accrued rights or liabilities of either Party, nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 7.5. Upon expiry or earlier termination of a Subscription Term, Customer shall, cease to be entitled to use the Services and shall immediately de-install any Anmut Technology used to access and or use the Services, and at Anmut’s option either return or destroy the same and upon request certify in writing to Anmut that it has complied with this provision.

8. Confidentiality

- 8.1. Each Party may be given access to the other Party’s Confidential Information in order to perform its obligations under this MSA. Subject to the provisions of this clause 8, each Party shall hold the other Party’s Confidential Information in confidence and, unless required by Applicable Law, not make the other’s Confidential Information available to any Third Party, or use the other Party’s Confidential Information for any purpose other than the implementation of this MSA.
- 8.2. The Receiving Party agrees on behalf of itself and its Affiliates that it may only disclose the Confidential Information which it receives from the Disclosing Party to such of its Affiliates, officers, employees, contractors, sub-contractors and agents as need to know for purposes consistent with the Services, Support and Professional Services provision. Receiving Party shall ensure that such Affiliates, officers, employees, contractors, sub-contractors and agents are bound by equivalent obligations in respect of the Confidential Information to those set out hereunder and shall use reasonable efforts to ensure that they abide by such obligations.
- 8.3. If the Receiving Party is compelled by Applicable Law or a court of competent jurisdiction to disclose any of the Disclosing Party’s Confidential Information, to the extent permitted by Applicable Law, the Receiving Party will promptly notify the Disclosing Party so that it may seek a protective order or other appropriate remedy. The Receiving Party agrees to cooperate at the Disclosing Party’s expense in seeking such order or other remedy. If disclosure is ultimately required, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment, and continue to treat such Confidential Information in accordance with its obligations under this clause.
- 8.4. Each Party acknowledges that the Disclosing Party would be irreparably harmed if Receiving Party’s obligations hereunder are not specifically enforced and that Disclosing Party would not have an adequate remedy at law in the event of an actual or threatened violation hereof. Therefore, the Receiving Party agrees that Disclosing Party shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violations by the Receiving Party or its employees, agents, representatives or customers, without the necessity of Disclosing Party showing actual damages or that monetary damages would not afford an adequate remedy.

9. Warranties

- 9.1. Each Party represents and warrants that it is duly incorporated and has the legal power and authority to enter into the MSA and execute Orders issued hereunder.
- 9.2. Anmut further warrants that during an applicable Subscription Term that: (i) the Services will conform substantially in accordance with the Documentation associated with the Services when used in accordance with this MSA and associated Order(s); and (ii) it will use the security and technical and organisational measures described in Schedule 2 (Security Policy) to protect Confidential Information and the integrity of the Services.
- 9.3. Customer’s sole remedy and Anmut’s sole obligation in respect of any breach of the above warranties will be for Anmut to make reasonable commercial efforts to correct the non-conformity, or if Anmut determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this MSA and associated Orders with immediate effect subject to the provision of written notice.
- 9.4. Customer further warrants that: (i) it has not falsely identified itself nor provided any false information to gain access to the Services; and (ii) its billing information is correct.
- 9.5. All other conditions, warranties, representations or other terms which might have effect between the Parties or be implied or incorporated into this MSA or any collateral contract, whether by statute, common law or otherwise, are hereby expressly excluded to the maximum extent permitted by Applicable Law, including the implied conditions, warranties, representations or other terms as to merchantability, satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. Limitation of Liability

- 10.1. Nothing in this MSA shall exclude or limit the liability of either Party for: (i) death or personal injury resulting from the negligence of that Party; (ii) fraud or fraudulent misrepresentation of that Party; (iii) any other liability that cannot be excluded or limited by Applicable Law; and (iv) in the case of Customer: (x) the Charges due; (y) liability arising under clauses 3.1 and 3.3 of this MSA; and (z) liability for infringement or misappropriation of Anmut's Intellectual Property Rights (including the Services).
- 10.2. Subject to clause 10.1, the entire total aggregate financial liability of either Party (including any liability for the acts and omissions of a Party's employees, Affiliates, agents and subcontractors) to the other Party for all other claims, losses or damages arising out of or in connection with this MSA and all Orders (whether executed by Customer or Customer Affiliate in accordance with clause 5.1 of this MSA), whether under contract, (including indemnities), tort, negligence, breach of statutory duty, or otherwise, will not exceed a sum equal to one hundred percent (100%) of Charges paid or payable by Customer in the applicable Agreement Year in which the claim(s) arises.
- 10.3. Except under clause 10.1, neither Party shall be liable under any cause of action or theory of liability, even if the other Party has been advised of the possibility of such, including: (i) any indirect, special, incidental or consequential loss; and (ii) loss of business, profits, revenue, interest, goodwill/reputation or anticipated savings; in each case whether any of the foregoing losses in this clause 10.3 is direct or indirect.
- 10.4. Notwithstanding the indemnities given and the liabilities contained within this MSA and/or an applicable Order, each Party shall at all times use all reasonable endeavors to mitigate any costs, losses or expenses that may arise out of this MSA, and each Party shall only be liable to the extent that any liabilities, losses, claims, charges, costs, demands, proceedings, damages and expenses (including legal and other professional fees and expenses) have not arisen out of the negligence, wrongful acts or omissions, or breach of this MSA and/or an applicable Order by the other Party.

11. Intellectual Property Rights

- 11.1. Anmut, its Affiliates (and its licensors, where applicable) shall own all right, title and interest to the Anmut Technology, the Services, and Support, including the rights to any and all enhancements, modifications, extensions and derivative works thereof, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services. This MSA and any Order executed hereunder does not convey to Customer any rights of ownership in or related to the Services, Support, the Anmut Technology or to any other Intellectual Property Rights owned, developed or created pursuant to Professional Services, or used by Anmut hereunder. The Anmut name, the Anmut logo, and the product names associated with the Services are trademarks of Anmut, and no right or license is granted to use them.
- 11.2. Anmut shall indemnify Customer against any claim that the normal use of the Services infringes the Intellectual Property Rights of any Third Party enforceable under the Governing Law, provided that: (i) Anmut is given immediate and complete control of such claim; (ii) Customer does not prejudice Anmut's defense of such claim; (iii) Customer at Anmut's expense gives Anmut all reasonable assistance with such claim; (iv) such claim does not arise from an intentional tortious act or the negligence of Customer; (v) such claim is not based upon the use of the Services in an application or environment for which the Services was not designed or contemplated; and (vi) such claim does not arise as a result of modifications and/or improvements of the Services introduced or made by Customer.
- 11.3. If any claim is made pursuant to clause 11.2 or in Anmut's reasonable opinion is likely to be made against Customer, Anmut may at its sole option and expense: (i) modify the Services so they cease to be infringing; or (ii) replace infringing parts of the Services with non-infringing services, provided that such replacement Services comply with the requirements of this MSA and/or an applicable Order. Should Anmut (having elected to take such remedial action described above) be unable to remedy the infringing aspect of the Services, Customer may (subject to the provision of written notice to Anmut) terminate an applicable Order for Services and be entitled to a pro-rata refund of any portion of applicable pre-paid Annual Subscription Fees from the applicable date of termination.
- 11.4. This clause 11 states the entire liability of Anmut to Customer in respect of the infringement of Intellectual Property Rights of any Third Party.

12. Data Protection

- 12.1. The parties shall comply with the Data Protection Laws.
- 12.2. To the extent that any processing of personal data is carried out by a party as a data processor acting on behalf of the other party as data controller, the provisions of the standard contractual clauses annexed to the 4 JUNE 2021 COMMISSION IMPLEMENTING DECISION 2021/915 on standard contractual clauses between controllers and processors under Article 28 (7) of Regulation (EU) 2016/679 and Article 29 (7) of Regulation (EU) 2018/1725 shall apply and are incorporated into this Agreement by reference with the following optionality: Clause 5 (Docking) shall not apply, in Clause 7.7(a) (Use of sub-processors) option 2 (General Written Authorisation) shall apply with a 14 day time period, and in each case of an option

between Regulation (EU) 2016/679 and Regulation (EU) 2018/1725 the Regulation (EU) 2016/679 shall apply. If the transfer of personal data contemplated requires appropriate safeguards for a restricted transfer then the provisions of the standard contractual clauses annexed to the 4 JUNE 2021 COMMISSION IMPLEMENTING DECISION 2021/914 shall instead apply with the same optionality (*mutatis mutandis*). The parties shall record in writing the Annex information as it applies to the processing in question.

13. General Provisions

- 13.1. Customer grants Anmut the right to: (i) identify Customer as a client of Anmut in marketing collateral documentation; and (ii) to use Customer's logo on the Website and in such marketing collateral documentation to identify Customer as a client of Anmut.
- 13.2. Any notice required or permitted to be given in accordance with this MSA (including the Data Processing Agreement) and/or an applicable Order will be effective only if it is in writing and sent using: (a) an email (to a recipient authorised to receive such notices); (b) certified or registered mail; or (c) a nationally recognised overnight courier, to the appropriate Party at the address set forth in this MSA (in the case of Anmut, in accordance with clause 13.11 of this MSA and for Customer, the address set forth in the execution block of this MSA or any alternative address listed in an Order) with a copy, in the case of Anmut, to 1 Silex Street, SE10DW. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this clause 13.2. Notices are deemed received (2) Business Days following the date of mailing, or one (1) Business Day following delivery to a courier. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 13.3. No relaxation, forbearance, delay or indulgence by either Party in enforcing any of these terms and conditions or the granting of time by either Party to the other shall prejudice, affect or restrict the rights and powers of that said Party hereunder nor shall any waiver by either Party of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.
- 13.4. Customer may not assign or transfer the whole or any part of this MSA or any Order without Anmut's prior written consent, such consent not to be unreasonably withheld. Anmut shall be entitled to assign its rights and obligations hereunder.
- 13.5. No amendment or other variation of this MSA or an Order shall be effective unless it is in writing, is dated, and is signed by or on behalf of each of the Parties.
- 13.6. The provisions of this MSA and any applicable Orders, as in effect from time to time by its terms, constitute the entire agreement between the Parties in relation to the Services, Support and Professional Services. Each of the Parties acknowledge that in entering into this MSA (including each Order) it has not relied on any oral or written representation, warranty or other assurance, except as provided for or referred to in this MSA (including an applicable Order), and waives all rights and remedies that might otherwise be available in respect thereof other than liability of a Party arising under clause 10.1(ii) of this MSA. In the event of any conflict or inconsistency between any clause of the MSA and the terms of any Order, the following order of precedence shall apply: (i) the terms of the Order; and (ii) the MSA. In the event of any conflict or inconsistency between the MSA and a Schedule, the Schedule shall prevail to the extent of the conflict.
- 13.7. Other than expressly set out in this MSA or in an applicable Order, a person who is not a party to this MSA or any applicable Order will have no rights to enforce any part of this MSA or any applicable Order.
- 13.8. If any provision or any part of any such provision contained in this MSA and/or an Order is held to be invalid or unenforceable, such provision or part (as the case may be) shall be ineffective only to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision hereof.
- 13.9. Any provision of this MSA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this MSA including clause 3 (Customer Restrictions on Use); clause 4 (Customer Obligations); clause 6 (Charges & Payments); clause 8 (Confidentiality) clause 10 (Limitation of Liability); clause 11 (Intellectual Property Rights); and clause 12 (Data Protection) shall remain in full force and effect.
- 13.10. This MSA and any Order executed hereunder may be executed via PDF or other electronic means in any number of counterparts, each of which when executed and delivered is an original, and all the counterparts together constitute the same document.
- 13.11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be exclusively governed by, and construed in accordance with laws of England and Wales.
- 13.12. The Parties irrevocably consent and submit to the exclusive jurisdiction and venue of the courts of England in all disputes or claims arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

[Signature page below]



AS WITNESS the hands of the Parties or their duly authorised representatives the day and year first before written.

Signed for and on behalf of Anmut	Signed for and on behalf of the Customer [CUSTOMER CORPORATE NAME]
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Customer Address: _____ _____
	Customer Company Number: _____ _____

Schedule 1 (Support)

Contact Information

Customer may contact Support via [LINK](#). Support will be provided in the English language, on Business Days between the hours of 9am and 5pm GMT or BST, as applicable.

Definitions

In addition to the terms defined in clause 1 of the MSA the following terms shall have the following meanings:

“Error” means any material and reproducible failure of the Services to operate in accordance with the supporting Documentation.

“Permanent Fix” means the repair or replacement of an object or executable code version of the Services to remedy an Error.

“Resolution” means the resolution of an Error by means of a Temporary Fix/Workaround or Permanent Fix.

“Response” or **“Response Time”** means the elapsed clock time between: (i) Anmut’s logging of an Error reported by Customer; and (ii) Anmut responding to Customer in respect of that Error, which shall be a maximum of four (4) hours.

“Workaround” or **“Temporary Fix”** means a change advised by Anmut in the procedures to be followed by the Customer to avoid an Error without significantly impairing performance of the Services.

Additional Support Terms

1. Customer requests, and Anmut agrees to provide, Support for the Subscription Term. Anmut's obligations under this Schedule 1 (Support) only apply during the Subscription Term.
2. Anmut will log all Errors with the Services reported by Customer in accordance with the procedure set out this Schedule 1 (Support). Upon identification of any Error, Customer shall provide Anmut with enough information to reproduce the Error. If Anmut is unable to reproduce the Error, Anmut will request a second sample. If Anmut is still unable to reproduce the Error from this second sample, then Anmut will close the reported Error. Anmut will notify the Customer as soon as possible if it determines that no Error exists or if Anmut is unable to reproduce the reported Error. All Resolutions shall only be implemented during planned downtime which is normally outside of a Business Day. Anmut shall provide Support by replicating the Error, and as such, Customer shall not submit any Confidential Information (including any Personal Data) that has or should have been submitted to the Services. Anmut accepts no responsibility or liability for any such receipt or use of such information by Anmut.
3. Anmut shall use all reasonable efforts to respond to an Error within the Response Time and resolve the Error and implement a Resolution, in each case commensurate with the Error.
4. The provision of Support is contingent on Customer’s compliance with the following additional obligations: (i) Customer’s personnel shall be competent users of the Services; (ii) Customer shall provide Anmut with sufficient documentation, data, details and assistance with respect to any reported Errors so as to enable Anmut to reproduce and verify the same as an Error; (iii) Customer shall assist Anmut to diagnose and correct reported Errors by providing: (a) all relevant documentation and records, including sample output and other diagnostic information; and (b) interaction with personnel who have authority to implement remedial actions as instructed by Anmut. Customer acknowledges that failure to provide such assistance will affect Anmut’s ability to meet a Response Time and or Resolution Time.
5. Anmut shall have no obligation to provide Support in connection with any Error, questions or problems that arise from: (i) use of the Services in a manner other than described in the Documentation; (ii) the negligence or intentional misconduct of any User; or (iii) failure by Customer to implement reasonable recommendations in respect of or solutions to Errors previously advised by Anmut.
6. Provision of Support as described in this Schedule 1 (Support) is Anmut’s sole obligation, and Customer’s sole remedy, with respect to the Support of the Services. Anmut shall have no other liability or obligation to Customer with respect to any Errors or other real or perceived problems with the Services.



Schedule 2 (Security Policy)

Anmut shall maintain and enforce the terms of its Security Policy in line with good industry practice. The Security Policy is published at: [LINK](#). Anmut may update the terms of the Security Policy from time to time, noting that any changes to the Security Policy shall not materially reduce the level of security and protection afforded thereunder. Anmut shall inform Customer at least thirty (30) days (or such shorter period as may be required to comply with Applicable Law, court order or guidance issued by a relevant regulator or agency) before the change will take effect by posting a notification on [LINK](#).