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FRAMEWORK AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Between

CLOUDROCK PARTNERS LIMITED

and

[CLIENT]

MSA Ref: [NUMBER]

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This framework agreement is entered into

BY AND BETWEEN:

- (1) **CLOUDROCK PARTNERS LTD**, a company registered in England and Wales (company number 11123511), whose registered office is at Unit 744-750 (5th Floor) Salisbury House, 29 Finsbury Circus, London, United Kingdom, EC2M 5QQ (**CloudRock**); and
 - (2) [●], a company registered in [●] (company number [●]), whose registered office is at [●] (**Client**), |
- (each a **Party** and together the **Parties**).

BACKGROUND

- (A) CloudRock is in the business of providing the Services.
- (B) The Client wishes to appoint CloudRock to provide some or all of the Services to it pursuant to this Framework Agreement (**Framework Agreement**).

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Framework Agreement and to each Contract.

1.1 Definitions:

Affiliate: in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges set out in the SOW payable by the Client for the supply of the Services by CloudRock.

Contract: has the meaning given to it in clause 2.3.

control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Data Processing Agreement: means the data processing agreement entered into between the Parties pursuant to clause 5, as set out in Schedule 4.

Deliverables: all documents, products and materials developed by CloudRock or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Framework Agreement Commencement Date: [the date of execution of this Framework Agreement OR [INSERT DATE]].

Services: the services, including without limitation any Deliverables, to be provided by CloudRock pursuant to a SOW.

SOW Terms: the terms set out in Schedule 1 (Statement of Work Terms and Conditions).

Statement of Work or SOW: an agreement for the provision of Services by CloudRock to the Client entered into between the Parties in accordance with clause 2 (Statement of Work process), a template of which is set out at Schedule 2.

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

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

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

1.5 A reference to:

- (a) a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

- (b) legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- (c) legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- (d) **writing** or **written** includes email;
- (e) one gender shall include a reference to the other genders; and
- (f) **this Framework Agreement** or to any other agreement or document is a reference to this Framework Agreement or such other agreement or document, in each case as varied from time to time.

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

1.7 References to clauses and Schedules are to the clauses and Schedules of this Framework Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

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

2. Statement of Work process

2.1 This Framework Agreement governs the overall relationship of the Parties in relation to the Services provided by CloudRock to the Client, and sets out:

- (a) in this clause 2, the procedure for the Client to request the provision of Services from CloudRock under separate Statement of Works; and
- (b) in Schedule 2, the template statement of work, to be entered into by CloudRock and Client.

2.2 A Statement of Work shall not enter into force, be legally binding or have any other effect unless:

- (a) the Statement of Work has been signed by the authorised representatives of both Parties to it; and
- (b) as at the date the Statement of Work is signed, this Framework Agreement has not been terminated.

2.3 Each Statement of Work incorporates the terms set out in Schedule 1 (the **"SOW Terms"**) and together with such terms shall form a separate contract between the Client and CloudRock (each a **"Contract"**).

3. Commencement and duration

This Framework Agreement shall commence on the Framework Agreement Commencement Date and shall continue for a period of thirty six (36) months thereafter, unless terminated earlier in accordance with clause 6 (Termination).

4. Limitation of liability

4.1 The restrictions on and exclusions of liability in this clause 4 apply and all references to "liability", "liabilities" and "liable" in this clause 4 shall be deemed to include a reference to every liability arising out of or in connection with this Framework Agreement including but not limited to liability arising in contract, tort (including negligence), misrepresentation, restitution or otherwise howsoever arising.

4.2 Nothing in this Framework Agreement shall limit or exclude CloudRock's or the Client's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which cannot be limited or excluded by applicable law, and the Client's obligation to pay any fees or charges.

4.3 Without prejudice to clause 6.2, neither Party shall have any liability under the Framework Agreement in respect of any act or omission committed by either Party in connection with any Contract (including any breach of any Contract). Any liability arising under or in connection with a Contract shall be governed by the SOW Terms.

4.4 Subject to clause 4.2 (Liabilities which cannot legally be limited):

- (a) the total aggregate liability of CloudRock, arising out of or in connection with any breach of the Data Processing Agreement, shall in no circumstances in any calendar year exceed a sum equal to two hundred percent (200%) of the Charges payable under the Contract which the breach relates to; and
- (b) save for those liabilities which are subject to clause 4.4(a), the total aggregate liability of CloudRock, howsoever arising out of or in connection with this Framework Agreement, shall in no circumstances exceed a sum equal to ten thousand pounds (£10,000).

4.5 Neither Party shall be liable for:

- (a) loss of profits;
- (b) loss of sale or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill,
(whether direct or indirect); and
- (g) any indirect or consequential losses.

4.6 CloudRock shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by CloudRock.

4.7 All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

5. Data protection

The processing of any Personal Data (as defined in Schedule 4) under this Framework Agreement and any Contracts shall be governed by and carried out in accordance the Data Processing Agreement.

6. Termination

6.1 Without affecting any other right or remedy available to it, either Party may terminate this Framework Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Framework Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (d) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);

- (g) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.1(b) to clause 6.1(i) (inclusive);
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Framework Agreement is in jeopardy.

6.2 Without affecting any other right or remedy available to it, CloudRock may terminate the Framework Agreement and/or any or all Contracts with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Framework Agreement and/or any Contracts on the due date for payment and remains in default no less than 30 days after being notified to make such payment.

7. Survival

7.1 On termination (or expiry) of this Framework Agreement, howsoever arising, each Contract then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Contract, unless terminated earlier pursuant to clause 6 or in accordance with the terms of such Contract.

7.2 The termination of any Contract shall not affect any other Contracts or this Framework Agreement.

7.3 On termination of the Framework Agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 4 (Limitation of liability), clause 7 (Survival), clause 8 (Confidentiality), clause 9 (Non-solicitation), clause 12 (Waiver), clause 14 (Severance), clause 19 (Notices), clause 21 (Governing law), clause 22 (Jurisdiction).

7.4 Termination of this Framework Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of this Framework Agreement which existed at or before the date of termination.

8. Confidentiality

8.1 Each Party undertakes that it shall not at any time during this Framework Agreement, and for a period of two years after termination or expiry of this Framework Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other Party, except as permitted by clause 8.2.

8.2 Each Party may disclose the other Party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Framework Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Framework Agreement.

9. Intellectual property

Unless otherwise agreed in writing, nothing in this Framework Agreement shall operate to transfer any Intellectual Property Rights owned by either Party. Any Intellectual Property Rights in and to any data, documents or materials which are created by or on behalf of CloudRock in connection with this Framework

Agreement and/or any Contract shall remain vested in CloudRock and no rights are granted to the Client in relation to the same.

10. Non-solicitation

Neither Party shall, for the duration of this Framework Agreement and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Framework Agreement without the express written consent of that Party, other than by means of a national advertising campaign open to all-comers and not specifically targets at such staff of either Party.

11. Variation

No variation of this Framework Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12. Waiver

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

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

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

13. Rights and remedies

Except as expressly provided in this Framework Agreement, the rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14. Severance

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

14.2 If any provision or part-provision of this Framework Agreement is deemed deleted under clause **14.1** the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Entire agreement

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

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

16. Assignment and other dealings

16.1 Subject to clause 16.1, neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

16.2 Subject to clause 16.3, CloudRock may sub-contract any of its obligations under this Framework Agreement to its Affiliates without the prior written consent of the Client. Where CloudRock subcontracts any of its obligations under this Framework Agreement, CloudRock shall remain responsible for the performance of such obligations.

16.3 CloudRock may only sub-contract its obligations under the Data Processing Agreement in accordance with the terms of the Data Processing Agreement.

17. No partnership or agency

17.1 Nothing in this Framework Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

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

18. Third party rights

18.1 This Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.

18.2 The rights or the Parties to rescind or vary this Framework Agreement are not subject to the consent of any person.

19. Notices

19.1 Any notice given to a Party under or in connection with this Framework Agreement or any Contract shall be in writing and shall be sent by email to the following email addresses:

CloudRock:	Client:
Position: Chief Revenue Officer	Position: [TO BE INSERTED]
Email Address: <i>legal.notices@cloudrock.global</i>	Email Address: [TO BE INSERTED]

19.2 Any notice shall be deemed to have been received, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

20. Counterparts

20.1 This Framework Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21. Governing law

This Framework Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Framework Agreement or its subject matter or formation.

SCHEDULE 1 STATEMENT OF WORK TERMS AND CONDITIONS

1. Interpretation

1.1. Any capitalised terms in this Schedule 1 shall have the same meanings given to them under the Framework Agreement unless any such terms are given a different meaning in this Contract.

1.2. The following definitions and rules of interpretation apply to each Contract.

1.3. Definitions:

Change: any change to a SOW, including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing a SOW, as set out in Schedule 5 (Change Control Procedure).

Client Background IPRs: all Intellectual Property Rights in the Client Materials.

Client Dependencies: the Client dependencies set out in the SOW.

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Client to CloudRock.

CloudRock Background IPRs: all Intellectual Property Rights that are owned by or licensed to CloudRock and which are or have been developed independently of a SOW and which either form part of the Deliverables or are otherwise necessary to enable the Client to receive and use the Services.

Force Majeure Event: means any circumstance not within a Party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) non-performance by suppliers or subcontractors; and (i) interruption or failure of utility service.

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

SOW Services Commencement Date: has the meaning set out in the SOW.

SOW End Date: has the meaning set out in the SOW.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/46*) (as amended).

1.4. Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

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

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

1.7. A reference to:

(a) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;

- (b) legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- (c) legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- (d) writing or written includes email; and
- (e) one gender shall include a reference to the other genders;
- (f) **this Contract** or to any other agreement or document is a reference to **this Contract** or such other agreement or document, in each case as varied from time to time.

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

1.9. References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

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

2. Term and renewal

The Contract shall come into force on SOW Services Commencement Date and continue until the SOW End Date, unless terminated in accordance with its terms.

3. Supply of services

3.1. CloudRock shall:

- (a) provide the Services to the Client in accordance with the SOW;
- (b) perform the Services and provide the Deliverables with reasonable skill and care and in accordance with good industry practice in CloudRock's industry, profession or trade; and
- (c) act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the SOW.

4. Client's obligations

4.1. The Client shall:

- (a) cooperate with CloudRock in all matters relating to the Services and provide such assistance, access to systems and personnel as CloudRock may reasonably require in connection with the Services;
- (b) provide to CloudRock in a timely manner all Client Dependencies, documents, information, items and materials in any form (whether owned by the Client or a third party) reasonably required by CloudRock in connection with the Services and ensure that they are accurate and complete in all material respects; and
- (c) provide such access to the Client's premises and data, and such office accommodation and other facilities as may reasonably be requested by CloudRock and agreed with the Client in writing in advance, for the purposes of the Services.

4.2. If CloudRock's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client (including an act or omission by a subcontractor of the Client's or a failure by a subcontractor of the Client's) to perform any relevant obligation (each a "**Client Default**"), without limiting or affecting any other right or remedy available to it:

- (a) CloudRock shall:
 - (i) have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays CloudRock's performance of any of its obligations;
 - (ii) be entitled to terminate the Contract upon thirty (30) days' written notice;

- (iii) not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the CloudRock's failure or delay to perform any of its obligations as set out in this clause 4.2 and CloudRock shall be entitled to an extension of time to perform its obligations equal to the delay caused by the Client's failure or delay;
 - (iv) be entitled to raise an invoice in accordance with clause 9 (Charges and Payment) for any Charges which would have been due had CloudRock carried out the Services in accordance with the terms of the Contract for the duration of its term; and
- (b) the Client shall reimburse CloudRock on written demand for any costs or losses sustained or incurred by CloudRock arising directly or indirectly from the Client Default.

5. Intellectual property

- 5.1. Nothing in this Contract shall operate to transfer any Intellectual Property Rights owned by either Party prior to the Framework Agreement Commencement Date and/or prior to the SOW Services Commencement Date.
- 5.2. Unless agreed otherwise in the SOW, all Intellectual Property Rights in the Services and Deliverables (excluding Client Background IPR or any Intellectual Property Rights in or to Client Materials) will vest in CloudRock upon creation. To the extent such Intellectual Property Rights do not automatically vest in CloudRock upon creation, the Client hereby assigns with full title guarantee (free from any encumbrances, liens, charges or interest) all Intellectual Property Rights in and to the Services and Deliverables (excluding Client Background IPR or any Intellectual Property Rights in or to Client Materials) to CloudRock. The Client shall, promptly at CloudRock's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as CloudRock may from time to time require for the purpose of effecting this clause.
- 5.3. CloudRock grants to the Client a royalty-free, world-wide, non-exclusive, non-transferable, non-sublicensable licence to use and reproduce any Deliverable and any of CloudRock Background IPRs incorporated in such Deliverable for the purpose specified in the SOW, or if no purpose is specified, the purpose of receiving and using the Services and the Deliverables for its own internal business purposes.
- 5.4. The Client grants to CloudRock a non-exclusive, non-transferable, sub-licensable licence to all Intellectual Property Rights in Client Materials for the duration of each Contract to the extent necessary to enable CloudRock to provide the Services to the Client and to carry out its obligations under the relevant SOW.
- 5.5. The Client agrees that CloudRock may use the Client's logos and marks in the Services and/or Deliverables unless otherwise notified by the Client.
- 5.6. Subject to clause 5.8 and subject to the Client complying with clause 5.7, CloudRock shall indemnify the Client in full against all damages awarded by a court of competent jurisdiction or agreed to be paid in settlement of a claim made against the Client for actual infringement of a third party's Intellectual Property Rights arising out of the receipt, use or supply of the Services and the Deliverables (excluding any Client Background IPR and/or Client Materials). This indemnity shall be the Client's sole and exclusive remedy in respect of CloudRock's liability under this clause 5 and in respect of any claims made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights.
- 5.7. If any third party makes a claim, or notifies an intention to make a claim, against the Client which may reasonably be considered likely to give rise to a liability under the indemnity at clause 5.6 (**Claim**), the Client shall:
- (a) as soon as reasonably practicable, give written notice of the Claim to CloudRock, specifying the nature of the Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of CloudRock;
 - (c) give CloudRock and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client, so as to enable CloudRock and its professional advisers to examine them and to take copies (at CloudRock's expense) for the purpose of assessing the Claim; and
 - (d) be deemed to have given to CloudRock sole authority to avoid, dispute, compromise or defend the Claim.

- 5.8.** CloudRock shall have no liability under the indemnity at clause 5.6 where such Claim arises from:
- (a) any modification of the Services and/or Deliverables by anyone other than CloudRock;
 - (b) use of Services and/or Deliverables inconsistent with the terms of the relevant SOW;
 - (c) use of the Services and/or Deliverables in combination with any other product or service; or
 - (d) where such Claim arises as a result of any incorporation of the Client Materials and/or any Client Background IPR to the Services and/or Deliverables.
- 5.9.** The Client shall indemnify CloudRock in full against all damages awarded by a court of competent jurisdiction or agreed to be paid in settlement of a claim made against the Client for actual infringement of a third party's Intellectual Property Rights arising out of the receipt or use of any Client Background IPR and/or Client Materials.
- 5.10.** If any third party makes a claim, or notifies an intention to make a claim, against CloudRock which may reasonably be considered likely to give rise to a liability under the indemnity at clause 5.9 (**IPR Claim**), CloudRock shall:
- (a) as soon as reasonably practicable, give written notice of the IPR Claim to the Client, specifying the nature of the IPR Claim in reasonable detail;
 - (b) not make any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of the Client;
 - (c) give the Client and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of CloudRock, so as to enable the Client and its professional advisers to examine them and to take copies (at the Client's expense) for the purpose of assessing the IPR Claim; and
 - (d) be deemed to have given to the Client sole authority to avoid, dispute, compromise or defend the IPR Claim.

6. Limitation of Liability

- 6.1.** The restrictions on and exclusions of liability in this clause 6 apply and all references to "liability", "liabilities" and "liable" in this clause 6 shall be deemed to include a reference to every liability arising out of or in connection with this Contract including but not limited to liability arising in contract, tort (including negligence), misrepresentation, restitution or otherwise howsoever arising.
- 6.2.** Nothing in this Contract shall limit or exclude CloudRock's or the Client's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability which cannot be limited or excluded by applicable law;
 - (d) any liability arising under the indemnities set out in Schedule 3 (TUPE);
- and CloudRock's liability under clause 5.6 (Third Party IPR Indemnity) and the Client's liability under clause 5.9 (Third Party IPR Infringement Indemnity) of this Schedule 1 shall be unlimited.
- 6.3.** Nothing in this Contract shall limit or exclude the Client's obligation to pay the Charges.
- 6.4.** Neither Party shall have any liability under this Contract in respect of any act or omission committed by either Party in connection with the Framework Agreement (including any breach of the Framework Agreement). Any liability arising under or in connection with the Framework Agreement shall be governed by clause 4 of the Framework Agreement.
- 6.5.** Subject to clause 6.2 (Liabilities which cannot legally be limited), the total aggregate liability of CloudRock, howsoever arising out of or in connection with this Contract, shall in no circumstances in any calendar year exceed a sum equal to one hundred percent (100%) of the Charges payable by the Client in such calendar year.
- 6.6.** Neither Party shall be liable for:
- (a) loss of profits;

- (b) loss of sale or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill,
(whether direct or indirect); and
- (g) any indirect or consequential losses.

6.7. CloudRock shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by CloudRock.

6.8. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7. Insurance

7.1. During the term of this Contract, CloudRock shall maintain in force, with a reputable insurance company:

- (a) professional indemnity insurance in an amount not less than £5,000,000 in the aggregate;
- (b) cyber security insurance in an amount no less than £1,000,000 in the aggregate;
- (c) public and product liability in respect of claims arising in the United Kingdom in an amount no less than £10,000,000 in the aggregate; and
- (d) employer's liability insurance in respect of claims arising in the United Kingdom in an amount no less than £10,000,000 in the aggregate.

8. TUPE

The parties shall comply with the provisions of Schedule 3.

9. Charges and payment

9.1. The Client shall pay the Charges to CloudRock in accordance with the provisions of the SOW.

9.2. CloudRock shall invoice the Client for Charges due in accordance with the provisions of the SOW.

9.3. The Client shall pay each invoice submitted to it by CloudRock within 30 calendar days of receipt to a bank account nominated in writing by CloudRock.

9.4. All payments required to be made pursuant to a Contract by the Client shall be made in the currency set out in the SOW in cleared funds to nominated bank account.

9.5. Where any payment pursuant to a Contract is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

9.6. Without prejudice to any other right or remedy CloudRock may have, any sums which remain unpaid following 30 calendar days of invoice receipt referenced in clause 9.3 above shall incur interest on a daily basis at 3% above the base rate of Bank of England from time to time until payment is made in full of any such outstanding sums.

9.7. Without prejudice to any other right or remedy it may have, where any sums remain unpaid for a period of 30 calendar days following the date of the relevant invoice, CloudRock may suspend all or part of the Services until such outstanding sums have been paid in full (including interest due in accordance with clause 9.6 above).

9.8. Unless otherwise stipulated in a SOW, CloudRock may, at any time upon notice to the Client, increase the Charges in line with the rate of United Kingdom Consumer Price Index published by the Office for National Statistics plus two percent (2%).

10. Termination of SOW

10.1. Without affecting any other right or remedy available to it, either Party to this Contract may terminate it with immediate effect by giving written notice to the other Party if:

- (a) The other Party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (d) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);
- (g) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (i) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(b) to clause 10.1(i) (inclusive);
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

11. Consequences of termination and expiry

- 11.1. Termination or expiry of this Contract shall not affect any other Contracts made pursuant to the Framework Agreement, or the Framework Agreement.
- 11.2. Where CloudRock terminates this Contract pursuant to its rights under clause 10.1(a), without limiting or affecting any other right or remedy available to it, CloudRock shall be entitled to raise an invoice in accordance with clause 9 (Charges and Payment) for any Charges which would have been due had CloudRock carried out the Services in accordance with the terms of this Contract for the duration of its term.
- 11.3. On termination or expiry of this Contract:
 - (a) the Client shall immediately pay to CloudRock all of CloudRock's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, CloudRock may submit an invoice, which shall be payable in accordance with clause 9;

- (b) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry shall not be affected; and
- (c) the following clauses shall continue in force: 1 (Interpretation), 5.2, 6 (Limitation of Liability), 11 (Consequences of termination and expiry), 12 (Non-solicitation), 13 (Confidentiality), 18 (Waiver), 19 (Severance) 23 (Governing law) and 24 (Jurisdiction).

12. Non-solicitation

- 12.1. Neither Party shall, for the duration of the Contract and for a period of 12 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time without the express written consent of that Party, other than by means of a national advertising campaign open to all-comers and not specifically targets at such staff of either Party.

13. Confidentiality

- 13.1. Each Party undertakes that it shall not at any time during this Contract, and for a period of two years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 13.2.
- 13.2. Each Party may disclose the other Party's confidential information:
 - (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Contract. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. Entire agreement

- 14.1. This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

15. Third party rights

- 15.1. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 15.2. The rights of the Parties to rescind or vary this Contract are not subject to the consent of any other person.

16. Force Majeure

- 16.1. Neither Party will be liable to the other Party if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Contract due to a Force Majeure Event.
- 16.2. In the event that a Party cannot perform their obligations under this Contract as a result of a Force Majeure Event for a continuous period of one (1) month, the other Party may at its discretion terminate this Contract by giving the other Party thirty (30) days' written notice. In the event of such termination, CloudRock shall be entitled to raise an invoice for all Services provided up to and including the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Contract.

17. Changes

- 17.1. Any required for a Change shall be subject to the Change Control Procedure.

- 17.2.** Without prejudice to Schedule 5 (Change Control Procedure), no variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

18. Waiver

- 18.1.** A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.2.** A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

- 19.1.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.
- 19.2.** If any provision or part-provision of this Contract is deemed deleted under clause 19.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Assignment and other dealings

- 20.1.** Subject to clause 20.2, neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 20.2.** Subject to clause 20.3, CloudRock may assign or sub-contract any of its obligations under this Contract to any of its Affiliates without the prior written consent of the Client. Where CloudRock subcontracts any of its obligations under this Contract, CloudRock shall remain responsible for the performance of such obligations.
- 20.3.** CloudRock may only sub-contract its obligations under the Data Processing Agreement in accordance with the terms of the Data Processing Agreement.

21. No partnership or agency

- 21.1.** Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any part the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 21.2.** Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Counterparts

- 22.1.** This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. Governing law

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 2 STATEMENT OF WORK PROFORMA**STATEMENT OF WORK**REF: **[INSERT]****BETWEEN:**

- (1) **CLOUDROCK PARTNERS LTD** incorporated and registered in **England**, under registration number **11123511** whose registered office is at 73 Cornhill, London, EC3V 3QQ (“**CloudRock**”); and
- (2) **[CUSTOMER LEGAL NAME]**, a company registered in **[LEGAL LOCATION]** (company number **[COMPANY NUMBER]**), whose registered office is at **[REGISTERED ADDRESS]** (“**Client**”).

BACKGROUND

- (A) Client and CloudRock have entered a Framework Agreement dated **[]** (the “**Framework Agreement**”).
- (B) The Parties have agreed to enter into this SOW pursuant to the Framework Agreement.

1. Structure of this SOW

- (a) The provision of the Services, and each Party’s obligations under this SOW, shall be governed by the terms and conditions set out in Schedule 1 to the Framework Agreement and the additional terms and conditions of this SOW.
- (b) In the event of any conflict or dispute between the terms and conditions of the Framework Agreement and the additional terms and conditions of this SOW, the terms and conditions of this SOW shall prevail. All capitalized terms, unless otherwise stated herein, shall have the meaning as set forth in the Framework Agreement.

2. Services and Deliverables *[Delete sections as appropriate based on whether they are being used or not]*

Project ID	[Hubspot ID] <i>[The deal id is the number at the end of the URL when the deal is open in Pipedrive or visible when viewing pipeline in tabular form]</i>
Purchase Order Number	TO BE ADDED BY CLIENT PRE-SIGNATURE
Definitions	In this SOW the following words will have the following meanings: <i>[Insert any additional definitions (specific to this SOW only) that are not defined in the Framework Agreement, e.g., technical terms]</i>
SOW Services Commencement Date	<i>[Please insert the date that the services will commence here]</i>
SOW End Date	<i>[Please insert the expiry date of the SOW here]</i>
Location	<i>[Please enter location of the service delivery e.g. Onsite / Remote / Hybrid]</i> Hybrid Model

	<i>Remote based out of UK, India & Portugal, or onsite in Client office(s) as required and where appropriate.</i>																																																
Description of Services	<i>[Description of the Services to be included here]</i>																																																
Roles, Responsibilities and Deliverables	Please see Annex 1 of this SOW for further details.																																																
Client dependencies	<i>[Please list here any inputs required from the Client in order to perform the Services and Deliverables (they should be drafted as obligations on the Client for example, the Client will provide X, Y and Z) in accordance with the [project plan]/ in sufficient time to allow CloudRock to fulfil its obligations under this Contract.]</i>																																																
Assumptions & Assertions	The provision of the Services and Deliverables in accordance with the Contract is subject to the following assumptions being met: <i>[Please Insert any constraints and assumptions, e.g., critical path, time constraints, access constraints, specific method etc.]</i>																																																
Training / Handover	<i>[Please insert details of any handover or training requirements to be completed by CloudRock on completion of the Deliverables]</i>																																																
Total Charges	<i>[Please insert the total charges here (if applicable)]</i>																																																
Charges (breakdown)	Time & Materials (T&M) Services under this SOW are to be provided on a T&M basis in accordance with CloudRock's hourly fee rates, as detailed below and the remainder of this section. <table border="1"> <thead> <tr> <th>Resource</th><th>Estimated Hours</th><th>Hourly Rate</th><th>Total</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> CloudRock shall invoice monthly in arrears for its Charges and expenses in respect of the actual time incurred by it personnel carrying out the Services (which may be more or less than any estimated hours set out in the table above), at the hourly rate(s) (see out in the table above).	Resource	Estimated Hours	Hourly Rate	Total																																												
Resource	Estimated Hours	Hourly Rate	Total																																														

	CloudRock will maintain accurate electronic records of the time spent in the performance of the Services and copies will be provided as soon as reasonably practicable following the Client's request for the same. The Services will be carried out remotely. Where travel to Client premises is agreed, reasonable travel time, expenses and subsistence allowances are chargeable and will be invoiced monthly in arrears to the Client. The Hourly Rate (set out in the table above) will be billed in a minimum of half hour increments and rounded up to the nearest half hour Any estimated costs and staff profiles set out in a SOW are indicative only and are not binding. Where a budget is agreed with a Client, CloudRock is not responsible for completing or continuing to provide any Services when such budget has been reached and shall have no liability (as defined in clause 6.1 of the SOW Terms) in relation to its failure to, or delay in carrying out, such Services in this situation. All charges exclude VAT which if applicable will be added at the prevailing rate.
Change Requests	CloudRock will endeavour to accommodate the Client's reasonable Change Controls. Where CloudRock agrees to carry out a Change Control, the Parties will confirm the scope of and charges for the Change Control Note, any related assumptions or dependencies and any special terms and conditions will be documented using the Change Control Note template. For the avoidance of doubt, any reference to Change Control above is not related to business change management.
Special Conditions	<i>[Please include details of any special conditions here (if any). If there is a change to the terms of the Framework Agreement, such change should be referred to using the text below:]</i> <i>[(a) Clause [NUMBER] deleted: The entire text of clause [NUMBER] is deleted and replaced with the words "Not used".]</i> <i>[(b) Clause [NUMBER] added: This clause is inserted into the Conditions: [NEW CLAUSE].]</i> <i>[(c) Clause [NUMBER] amended: This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].]</i>

ANNEX 1 – Requirements and Deliverables

1. Deliverables

Deliverable	Delivery date or milestone	Acceptance criteria
<i>[Insert description of the Deliverable in detail if applicable]</i>		<i>[Outline the acceptance criteria to ensure it is clear when Deliverables have been met. Insert specific conditions that must be met before the work can be completed including functional, performance, open issues/defects, Standards to be adhered to, etc.]</i>

2. Requirements

[Insert a detailed description of the requirement and insert specifications and/or relevant Standards for each element of the work – please include any attachments, e.g., plans, diagrams etc.]

IN WITNESS WHEREOF, each of the Parties hereto has caused this SOW to be entered into on the day and year first before written.

Signed by CloudRock

Signed by Client

Date Signed:

Date Signed:

Name:

Name:

Position:

Position:

Company: CloudRock Partners Ltd

Company: [.]

SCHEDULE 3 TUPE

1. Interpretation

The following definitions and rules of interpretation apply to this Schedule.

The terms **Contract** and **TUPE** have the meanings given to them in the Framework Agreement.

2. Tupe On Entry

- 2.1. The Parties do not anticipate that any person will transfer from the Client or any of its sub-contractors to CloudRock pursuant to TUPE as a result of entering into the Framework Agreement or any Contract. Accordingly, the Client shall indemnify and keep indemnified CloudRock against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by CloudRock (or any of its subcontractors (each a "CloudRock Subcontractor") in connection with or as a result of any claim by any such person that they have transferred to CloudRock or any CloudRock Subcontractor including in relation to: (i) any claim or demand by any person or a trade union or other body or person representing such person (whether in contract, tort, under statute) by any person who was employed by the Client or any of its subcontractors arising from any act, fault or omission of the Client or any of its sub-contractors on or before the date on which such person claims to have transferred, or (ii) any failure by the Client to comply with its legal obligations in relation to any transfer of any person from the Client or any of its sub-contractors pursuant to TUPE.
- 2.2. In the event of any transfer pursuant to TUPE of the employment of any person employed by the Client to the CloudRock or any of its subcontractors then if CloudRock or any of its subcontractors serves a notice terminating the employment of such person within six months after the date of such transfer, the Client shall indemnify and keep indemnified CloudRock in respect of any costs, claims, liabilities and expenses (including reasonable legal expenses) arising out of such termination, including any amounts payable in respect of such person (including any statutory or contractual redundancy payment) and any compensation or damages which the CloudRock or any of its subcontractors are obliged to pay to such person for unfair and/or wrongful dismissal or settlement of a claim for such compensation or damages.
- 2.3. References in this clause to "the Services" shall where applicable be read as a reference to the relevant part of the Services which are the subject of the Framework Agreement or Contract.

3. Tupe On Exit

- 3.1. The Parties do not anticipate that any person will transfer from CloudRock or any of its sub-contractors to the Client pursuant to TUPE as a result of the termination or expiry of any of the Services. Accordingly, CloudRock shall indemnify and keep indemnified the Client against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Client and/or any third party that provides any of the Services in place of CloudRock (a "**New Supplier**") in connection with or as a result of any claim by any such person that they have transferred to the Client or any New Supplier including in relation to: (i) any claim or demand by any person or a trade union or other body or person representing such person (whether in contract, tort, under statute) by any person who was employed by CloudRock or any of its sub-contractors arising from any act, fault or omission of CloudRock or any of its sub-contractors on or before the date on which such person claims to have transferred, or (ii) any failure by CloudRock to comply with its legal obligations in relation to any transfer of any person from CloudRock or any of its sub-contractors pursuant to TUPE.
- 3.2. In the event of any transfer pursuant to TUPE of the employment of any person employed by CloudRock to the Client or any New Supplier then if the Client or such New Supplier serves a notice terminating the employment of such person within six months after the date of such transfer, CloudRock shall indemnify and keep indemnified the Client (for itself and a New Supplier) in respect of any costs, claims, liabilities and expenses (including reasonable legal expenses) arising out of such termination, including any amounts payable in respect of such person (including any statutory or contractual redundancy payment) and any compensation or damages which the Client or any New Supplier is obliged to pay to such person for unfair and/or wrongful dismissal or settlement of a claim for such compensation or damages.
- 3.3. References in this clause to "the Services" shall where applicable be read as a reference to the relevant part of the Services which are the subject of such termination or expiry.

SCHEDULE 4 DATA PROCESSING AGREEMENT

BACKGROUND

- (A) The Services under the Framework Agreement will require CloudRock to process Personal Data on behalf of the Client as a Processor.
- (B) This Schedule sets out the terms, requirements and conditions on which CloudRock will process Personal Data when providing services to the Client under the Framework Agreement.

IT IS HEREBY AGREED

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Schedule.

1.1 Definitions:

Authorised Persons: the persons or categories of persons that the Client authorises to give CloudRock written personal data processing instructions as identified in Annex A and from whom CloudRock agrees to accept such instructions.

Business Purposes: the services to be provided by CloudRock to the Client as described in the Framework Agreement and any other purpose specifically identified in Annex A.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data Breach, processing and cognate terms: have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a Party.

Personal Data: means personal data as defined in the Data Protection Legislation that is processed by CloudRock on behalf of the Client as a result of, or in connection with, the provision of the services under the Framework Agreement.

EEA: the European Economic Area.

IDTA: the Commissioner's International Data Transfer Agreement for the transfer of personal data from the UK

Records: has the meaning given to it in clause 12.

Term: has the meaning given to it in clause 10.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 This Schedule is part of the Framework Agreement and is incorporated into the Framework Agreement. Interpretations and defined terms set forth in the Framework Agreement apply to the interpretation of this Schedule.

1.3 The Annexes form part of this Schedule and will have effect as if set out in full in the body of this Schedule. Any reference to this Schedule includes the Annexes.

1.4 A reference to writing or written includes email.

1.5 In the case of conflict or ambiguity between:

- (a) any provision contained in the body of this Schedule and any provision contained in the Annexes, the provision in the body of this Schedule will prevail;
- (b) the terms of any accompanying invoice or other documents annexed to this Schedule and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
- (c) any of the provisions of this Schedule and the provisions of the Framework Agreement, the provisions of this Schedule will prevail in relation to the processing covered by this Schedule.

2. PERSONAL DATA TYPES AND PROCESSING PURPOSES

2.1 The Client and CloudRock agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) The Client is the Controller and CloudRock is the Processor.
- (b) the Controller retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to CloudRock.
- (c) Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which CloudRock may process the Personal Data to fulfil the Business Purposes.

3. CLOUDROCK'S OBLIGATIONS

3.1 CloudRock will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's written instructions from Authorised Persons. CloudRock will not process the Personal Data for any other purpose or in a way that does not comply with this Schedule or the Data Protection Legislation. CloudRock must promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Legislation.

3.2 CloudRock must comply promptly with any Client written instructions from Authorised Persons requiring CloudRock to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 CloudRock will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless the Client or this Schedule specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires CloudRock to process or disclose the Personal Data to a third party, CloudRock must first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

3.4 CloudRock will reasonably assist the Client, at no additional cost to the Client, with meeting the Client's and the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of CloudRock's processing and the information available to CloudRock, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.

4. CLOUDROCK'S EMPLOYEES

4.1 CloudRock will ensure that all of its employees:

- (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- (b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
- (c) are aware both of CloudRock's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule.

4.2 CloudRock will take reasonable steps to ensure the reliability, integrity and trustworthiness of all of CloudRock's employees with access to the Personal Data.

5. SECURITY

5.1 CloudRock must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

5.2 CloudRock must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. PERSONAL DATA BREACH

- 6.1** CloudRock will within twenty-four hours and in any event without undue delay notify the Client if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. CloudRock will restore such Personal Data at its own expense as soon as possible;
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 6.2** Where CloudRock becomes aware of (a), (b) and/or (c) above, it shall, without undue delay, also provide the Client with the following information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 6.3** Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, CloudRock will reasonably co-operate with the Client in the Client's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Client with physical access to any facilities and operations affected;
 - (c) facilitating interviews with CloudRock's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Client; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4** CloudRock will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Client's written consent, except when required to do so by domestic law.
- 6.5** CloudRock agrees that the Client has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Client's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6** CloudRock will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 inclusive unless the matter arose from the Client's specific written instructions, negligence, wilful default, breach of this Schedule or breach of the Data Protection Legislation, in which case the Client will cover all reasonable expenses.

7. CROSS-BORDER TRANSFERS OF PERSONAL DATA

- 7.1** CloudRock (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK and EEA without obtaining the Client's prior written consent. The Client hereby gives such consent to Personal Data being transferred to and processed by CloudRock Partners India Private Limited ("CloudRock India") in India.
- 7.2** Where such consent is granted, the CloudRock may only process, or permit the processing, of the Personal Data outside the EEA under the following conditions:

- (a) CloudRock is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. CloudRock must identify in Annex A the territory that is subject to such adequacy regulations; or
 - (b) CloudRock participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that CloudRock (and, where appropriate, the Client) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR. CloudRock must identify in Annex A the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and CloudRock must immediately inform the Client of any change to that status; or
 - (c) the transfer otherwise complies with the Data Protection Legislation for the reasons set out in 0.
- 7.3** In compliance with paragraph 7.2(b), if Personal Data is to be transferred from CloudRock to CloudRock India, CloudRock and CloudRock India shall complete all relevant details in, and execute, an IDTA. A copy of such IDTA shall be provided to the Client upon request.

8. SUBCONTRACTORS

- 8.1** Other than those subcontractors as set out in Annex A, CloudRock may not authorise any other third party or subcontractor to process the Personal Data unless:
- (a) the Client is provided with an opportunity to object to the appointment of each subcontractor within 30 working days after CloudRock supplies the Client with full details in writing regarding such subcontractor;
 - (b) CloudRock enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Schedule, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;
 - (c) CloudRock maintains control over all of the Personal Data it entrusts to the subcontractor; and
 - (d) the subcontractor's contract terminates automatically on termination of this Schedule for any reason.
- 8.2** Those subcontractors approved as at the commencement of this Schedule are as set out in Annex A. CloudRock must enter into a written contract with such approved subcontractors as described at **Error! Reference source not found.** prior to such subcontractor processing any Personal Data. CloudRock must list all approved subcontractors in Annex A and include any subcontractor's name and location.
- 8.3** Where the subcontractor fails to fulfil its obligations under the written agreement with CloudRock which contains terms substantially the same as those set out in this Schedule, CloudRock remains fully liable to the Client for the subcontractor's performance of its agreement obligations.
- 8.4** The Parties agree that CloudRock will be deemed to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

9. COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

- 9.1** CloudRock must take appropriate technical and organisational measures, and promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Client by the Commissioner or other relevant regulator under the Data Protection Legislation.
- 9.2** CloudRock must notify the Client promptly in writing if it receives any complaint, notice or communication that relates directly to the Processing of the Personal Data or to either Party's or the Controller's compliance with the Data Protection Legislation in relation to the processing of the Personal Data.
- 9.3** CloudRock must notify the Client within five Business Days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4** CloudRock will give the Client reasonable co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 CloudRock will cover all reasonable expenses associated with the performance of the obligations under clause 9.1 to clause 9.4 inclusive unless the matter arose from the Client's specific written instructions, negligence, wilful default, breach of this Schedule or breach of the Data Protection Legislation, in which case the Client will cover all reasonable expenses.

9.6 CloudRock must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with the Client's instructions, or as required by domestic law.

10. TERM AND TERMINATION

10.1 This Schedule will remain in full force and effect so long as:

- (a) the Framework Agreement remains in effect; or
- (b) CloudRock retains any of the Personal Data, or the ability to access the Personal Data ("**Term**").

10.2 Any provision of this Schedule that expressly or by implication should come into or continue in force on or after termination of the Framework Agreement to protect the Personal Data will remain in full force and effect.

10.3 If a change in any Data Protection Legislation prevents either Party from fulfilling all or part of its Framework Agreement obligations, the Parties may agree to suspend the Processing of the Personal Data until that Processing complies with the new requirements. If the Parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 30 Business Days, either Party may terminate the Framework Agreement on not less than 10 Business Days on written notice to the other Party.

11. DATA RETURN AND DESTRUCTION

11.1 At the Client's request, CloudRock will give the Client, or a third party nominated in writing by the Client, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Client.

11.2 On termination of the Framework Agreement for any reason or expiry of its term, CloudRock will securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any of the Personal Data related to this Schedule in its possession or control.

11.3 If any law, regulation, or government or regulatory body requires CloudRock to retain any documents or materials or Personal Data that CloudRock would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

11.4 CloudRock will certify in writing to the Client that it has destroyed the Personal Data within five Business Days after it completes the deletion or destruction.

12. RECORDS

12.1 CloudRock will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the Processing purposes, categories of Processing and a general description of the technical and organisational security measures referred to in clause 5.1 ("**Records**").

12.2 CloudRock will ensure that the Records are sufficient to enable the Client to verify CloudRock's compliance with its obligations under this Schedule and CloudRock will provide the Client with copies of the Records on request.

12.3 The Client and CloudRock must review the information listed in the Annexes to this Schedule at least once a year to confirm its current accuracy and update it when required to reflect current practices.

13. AUDIT

13.1 CloudRock will permit the Client and its third-party representatives to audit CloudRock's compliance with its obligations under this Schedule, on at least seven Business Days' notice, during the Term. CloudRock will give the Client and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

- (a) physical access to, remote electronic access to, and copies of the Records and any other information held at CloudRock's premises or on systems storing the Personal Data;
- (b) access to and meetings with any of CloudRock's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

- (c) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process the Personal Data.

13.2 The notice requirements in clause 13.1 will not apply if the Client reasonably believes that a Personal Data Breach in relation to the Personal Data has occurred or is occurring, or CloudRock is in breach of any of its obligations under this Schedule or any Data Protection Legislation.

13.3 If a Personal Data Breach occurs or is occurring, or CloudRock becomes aware of a breach of any of its obligations under this Schedule or any Data Protection Legislation, CloudRock will:

- (a) promptly, conduct its own audit to determine the cause;
- (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
- (c) provide the Client with a copy of the written audit report; and
- (d) remedy any deficiencies identified by the audit within ten Business Days.

14. WARRANTIES

14.1 CloudRock warrants and represents that:

- (a) its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Framework Agreement's contracted services; and
- (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 5.1.

14.2 The Client warrants and represents that to the best of its knowledge and belief CloudRock 's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Client will comply with the Data Protection Legislation.

15. INDEMNIFICATION

15.1 CloudRock agrees to indemnify, keep indemnified and defend at its own expense the Client against all costs, claims, damages or expenses incurred by the Client or for which the Client may become liable due to any failure by CloudRock or its employees, subcontractors or agents to comply with any of its obligations under this Schedule or the Data Protection Legislation.

15.2 CloudRock's liability to the Client in respect of clause 15.1 is subject to the limitation of liability stipulated in clause **4.4(a)** of the Framework Agreement.

ANNEX A - PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject matter of processing:	As detailed in the “ <i>Description of Services</i> ” section of the relevant SOW(s)
Duration of processing:	The period for which CloudRock retains any Personal Data, or the ability to access the Personal Data, in order to deliver the Services as described in the relevant SOW(s)
Nature of processing:	As detailed in the “ <i>Description of Services</i> ” section of the relevant SOW(s)
Business Purposes:	As detailed in the “ <i>Description of Services</i> ” section of the relevant SOW(s)
Personal Data Categories:	As detailed in “ <i>Categories of Personal Data</i> ” section of the relevant SOW(s)
Data Subject Types:	As detailed in the “ <i>Data Subject types</i> ” section of the relevant SOW(s)
Authorised Persons:	
CloudRock’s legal basis for processing Personal Data outside the UK and EEA	The ICO's International Data Transfer Agreement for the transfer of personal data from the UK and transfer risk assessment
Approved Sub-Contractors	Cloudrock Partners, Unipessoal, Lda Portugal 515761702 Av. António Augusto de Aguiar 122C, 8th floor, 8.1, 1050-046 Lisbon
	CloudRock Partners India Private Limited India U74999MH2021FTC369337 A 1401 and 1402 Lotus Corporate Park Jay Coach Junction Off Western Express Highway Goregaon East Mumbai, 400063

SCHEDULE 5 CHANGE CONTROL PROCEDURE

1. Principles

- 1.1.** Where the Client or CloudRock sees a need to change a Contract, the Client may at any time request, and CloudRock may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule.
- 1.2.** Until such time as a Change is made in accordance with the Change Control Procedure, the Client and CloudRock shall, unless otherwise agreed in writing, continue to perform their obligations under the Contract in compliance with its terms before such Change.
- 1.3.** Any discussions which may take place between the Client and CloudRock in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.

2. Procedures

- 2.1.** Discussion between the Client and CloudRock concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change the relevant Contract by the Client; or
 - (c) a recommendation to change the relevant Contract by CloudRock.
- 2.2.** Where a written request for an amendment is received from the Client, CloudRock shall, unless otherwise agreed, submit two copies of a Change Control Note signed by CloudRock to the Client within three (3) weeks of the date of the request.
- 2.3.** A recommendation to amend the relevant Contract by CloudRock shall be submitted directly to the Client in the form of two copies of a Change Control Note signed by CloudRock at the time of such recommendation. The Client shall give its response to the Change Control Note within three (3) weeks.
- 2.4.** Each Change Control Note shall contain:
 - (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) full details of the Change, including any specifications;
 - (e) the price, if any, of the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) a schedule of payments if appropriate;
 - (h) details of the impact, if any, of the Change on other aspects of this Contract including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements; and
 - (vii) other contractual issues;
 - (i) the date of expiry of validity of the Change Control Note; and
 - (j) provision for signature by the Client and CloudRock.
- 2.5.** For each Change Control Note submitted by CloudRock the Client shall, within the period of the validity of the Change Control Note:
 - (a) allocate a sequential number to the Change Control Note; and
 - (b) evaluate the Change Control Note and, as appropriate:

- (i) request further information; or
- (ii) arrange for two copies of the Change Control Note to be signed by or on behalf of the Client and return one of the copies to CloudRock; or
- (iii) notify CloudRock of the rejection of the Change Control Note.

2.6. A Change Control Note signed by the Client and by CloudRock shall constitute an amendment to the relevant Contract.

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

Signed by CloudRock

Signed by Client

Date Signed:

Date Signed:

Name:

Name:

Position:

Position:

Company: CloudRock Partners Ltd

Company: [REDACTED]