

Master Service Agreement

Confidential

This MSA ("MSA") applies to all Order Forms placed by the Customer and accepted by Adroit Cloud Consulting Limited whose registered company number is 12447279 and whose registered address is King Arthurs Court Maidstone Road, Charing, Ashford, Kent, England, TN27 0JS ('Adroit').

A separate contract (a "Contract") will be formed by each Order Form, comprising the Order Form; the Order Acceptance, Project Plan (if applicable); and MSA, together with any schedules annexed thereto. In the event of any conflict or inconsistency between the documents comprising a Contract, they will prevail as follows: Order Acceptance; the Order Form, Project Plan (if applicable); and MSA.



AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

The following rules of interpretation apply in this MSA.

- 1.1 The clause, schedule and paragraph headings shall not affect the interpretation of this MSA or any Contract.
- 1.2 A person includes a natural person, company, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.4 A reference to a subsidiary or holding company is to be construed in accordance with section 1159 Companies Act 2006.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular, and a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to writing or written includes faxes but not e-mail (except where specifically stated).
- 1.8 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.9 The following definitions apply in this MSA, unless otherwise stated.

Acceptable Use Policy: means Adroit's acceptable use policy which may be amended and updated from time to time;

Accepted Standards: means using the standards practices and methods and exercising the skill, diligence, prudence, foresight, and judgement which would be expected from a highly skilled, qualified, and experienced person engaged in a similar undertaking under similar circumstances;

Applicable Law: means any relevant statute, statutory instrument, bye-law, order, directive, treaty, decree, or law (including any common law, judgment, demand, order or decision of any court, regulator, or tribunal); rule, policy, guidance, or recommendation issued by any governmental, statutory, or regulatory body; and/or industry code of conduct or guideline;

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

Commencement Date: means the date that the Order Form is executed by the Customer;

Confidential Information: means all confidential information (however recorded, stored, preserved or communicated, including orally) disclosed by a party or Adroit Representatives (a “disclosing party”) to the other party and that party's Representatives (a “receiving party”) including the trade secrets, operations, processes, plans, intentions, services, product information, know-how, designs, market opportunities, transactions, business affairs and any information (whether or not included in the above examples) which is either labelled as confidential or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure, and includes the terms of each Contract;

Contract: means each Order and Order Acceptance which is subject to the terms of this MSA;

CPE: means any equipment located or to be located on a Customer Site which is owned or leased by the Customer, and which is required for use of the Services;

Customer: the party on the Order Form and who enters into the Contract with Adroit;

Customer Data: all software programme data owned or licensed to the Customer and provided to Adroit by the Customer;

Customer Site: means any premises belonging to or occupied by the Customer at which it receives a Service;

DPA: means the Data Protection Act 2018;

Error: is a failure of a Service in any material respect to conform with the Contract;

Event: is an act, event, omission, or circumstance;

Facility: means any building belonging to or occupied by Adroit used for the provision of the relevant Services;

Fees: means all fees due to be paid to Adroit by the Customer for the Services;

Force Majeure: means any cause beyond Adroit's reasonable control including, without limitation, fires, floods, lightning, war, revolution, act of terrorism, riot, civil commotion, act of God, industrial disputes, strikes (of another person's employees), casualties, accidents, power failure, breakdown in equipment, failures of transportation, telecommunications failures or internet downtime or available bandwidth shortage;

Group Companies: in relation to a party, any subsidiaries or holding companies of that party, or subsidiaries of such holding companies;

Initial Term: the period for the supply of the Services indicated on the relevant Order Form starting from the Ready for Service date for, or if no Initial Term is specified on the relevant Order Form, a period of three (3) calendar years from the Ready for Service date;

Intellectual Property Rights: any and all trade and service marks or names, domain names, patents, utility models, design rights, copyright, database rights or other intellectual property rights, in each case whether registered or unregistered, whether capable of registration or not, including applications for registrations, anywhere in the world;

Invoice Due Date: means the date for payment set out on Adroit's invoice or in the Contract or if no date for payment is stated, thirty (30) days from the date of the invoice;

Order Acceptance: means the notice given to the Customer by Adroit confirming acceptance of the Order Form;

Order Form: means the order placed by the Customer for relevant Services, which shall be submitted on its standard order form or statement of work, unless otherwise agreed by Adroit and which shall be subject to this MSA and form part of the relevant Contract;

Project Plan: the plan to be developed to outline the provision of Services (including any set-up services) where applicable;

Rates: any fees or charges for additional services that are to be charged on an hourly or daily rate which shall be notified to the Customer and as determined by Adroit;

Ready for Service: the ready for service date is a date at which the Services are ready to be used under any Contract, as specified in the Contract, or otherwise agreed by the parties in writing and determined in accordance with the Contract;

Recurring Fees: any element of the Fees which is payable periodically (e.g., monthly, quarterly, annually) regardless of usage as set out in the Order Form;

Representatives: a party's employees, officers, representatives, advisers, or subcontractors;

Service: shall mean each individual service listed on an Order Form to be provided by Adroit subject to this MSA and the Contract;

Service Level: any service level standards which Adroit has agreed to in relation to a Service as set out in a Contract. This will be set out as being the Key Performance Indicator in the Contract, if any, and expressly identified as a Target Service Level;

Set-Up Fees: that element of the Fees which consists of initial one off fees as shown in the Order Form;

Supported Software: any operating system and software applications identified in the Order Form as being supplied by Adroit.

2. CONTRACT FORMATION

2.1 This MSA shall apply to and be incorporated into each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practise, or course of dealing, unless otherwise agreed by Adroit in writing.

2.2 No Contract shall be created between Adroit and the Customer for the provision of Services unless and until the Customer has signed the relevant Order Form and sent it to Adroit and Adroit has issued an Order Acceptance.

2.3 This MSA shall commence on the date that it or the first Order Form is executed by both parties. Each Contract shall commence on its respective Commencement Date. Both the MSA and the Contracts shall continue until

they expire in accordance with their terms, unless suspended or terminated earlier in accordance with Clause 17.

- 2.4 Each Contract shall continue for the Initial Term. Thereafter, unless otherwise expressly stated in the Contract, it shall automatically be extended for successive twelve (12) month periods (each an "Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless a party gives written notice to the other party to terminate, not later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, in which event the Contract will terminate at the end of that Initial Term or Extended Term as the case may be.
- 2.5 Either party may terminate an individual Service or Services under a Contract in accordance with Clause 2.4, in which event the Contract shall remain in full force and effect in relation to all of the Services not so terminated.
- 2.6 In the event of termination or cancellation by the Customer of any Contract or Service prior to the expiry of the Initial Term or an Extended Term other than in accordance with Clauses 2.4 or 2.5, the Customer remains liable to pay for the Services for the entire Initial Term and/or Extended Term except where the Customer rightfully terminates under Clauses 17.2 or 18.3.
- 2.7 Subject to the Fees being paid by the Customer on or before the Invoice Due Date and the performance of its obligations under the Contract, Adroit shall provide the Services to the Customer on and subject to the terms and conditions of the Contract.

3. THE SERVICES

- 3.1 Save as expressly provided in the relevant Contract, all representations, warranties, and other terms, whether express or implied by law or otherwise, are strictly excluded to the fullest extent permitted by law. In particular, Adroit does not give any warranties, guarantees or assurances regarding the performance of the Services when used with, or run in conjunction with, any particular operating systems and/or software including Supported Software and software of the Customer or any third parties.
- 3.2 The Customer shall use the Services in accordance with the Acceptable Use Policy (where applicable). Without prejudice to the foregoing, the Customer shall not use the Services for any purpose, or store, distribute or transmit any material through any part of the Services, that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; and
 - (d) constitutes a violation or infringement of the rights of any person, firm, or company (including, without limitation, rights of copyright and confidentiality).
- 3.3 Without prejudice to Clause 2, Adroit shall not be responsible for any Event, or for any failure to meet any Service Level, response time, threshold, or any obligation under any Contract, to the extent that such Event and/or failure is due to any:
- (a) act or omission of the Customer, its employees, agents, or subcontractors;
 - (b) failure of CPE and/or of any software other than Supported Software;

- (c) failure caused by CPE and/or of any software other than Supported Software;
- (d) Force Majeure;
- (e) failure of the Customer to report an Event in accordance with the relevant Contract; or
- (f) planned or emergency maintenance notified to the Customer in accordance with the applicable Contract or, if no such notice provisions are contained in the relevant Contract, upon reasonable notice, where possible.

4. AMENDMENTS AND ADDITIONAL SERVICES

- 4.1 Subject to clause 4.2, Adroit is entitled to change this MSA from time to time. Adroit will notify the Customer in writing of any material changes to the MSA sixty (60) days in advance and any such updates shall take effect at the end of such sixty (60) day period.
- 4.2 Where Adroit has given the Customer notice of a material change to the MSA in accordance with Clause 4.1 and where such change will have a materially adverse effect on the Customer, the Customer shall be entitled to terminate the Contract by giving Adroit not less than thirty (30) days' prior notice in writing to that effect, such notice to expire before the expiry of the sixty (60) day notice period referred to in Clause 4.1.
- 4.3 Adroit may, at its discretion, also provide from time to time additional services beyond the scope of the Services being provided to the Customer as at the Commencement Date, subject to prior written agreement between the parties. The pricing for such additional services will be set out and agreed in writing by the parties before such additional services commence.

5. NOTICES

- 5.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.
- 5.2 Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 5.3 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.

6. SET UP OF SERVICES

- 6.1 Where appropriate, the Customer and Adroit shall agree a Project Plan for the implementation and provision of Services.
- 6.2 Adroit shall use reasonable endeavours to meet the performance dates set out in the Contract, but any such dates shall be estimates only, and time shall not be of the essence in respect of its obligations.
- 6.3 When Adroit considers that the relevant Service is Ready for Service it shall so notify the Customer. Within three (3) Business Days of such notification the Customer shall review the operation of the Service to confirm

that there are no Errors. The Customer shall give Adroit a detailed description of any Error in writing within the three (3) Business Days review period.

- 6.4 Adroit shall use reasonable efforts to correct any Error within a reasonable time and, on completion, re-submit the Service to the Customer. The provisions of Clauses 6.3 and 6.4 shall then apply again.
- 6.5 If the Customer does not provide any written notification of Errors in the three (3) Business Days period described above, or if the Service is found to conform to the Contract, the Service shall be deemed accepted from the Ready for Service date.

7. ADROIT'S OBLIGATIONS

- 7.1 Adroit shall provide the Services in accordance with all material respects with the relevant Contract.
- 7.2 Adroit agrees to use its reasonable endeavours to respond to and comply with the Customer's reasonable requests and written instructions and act in a professional manner.
- 7.3 Notwithstanding the foregoing, Adroit does not warrant that the Customer's use of the Services will be uninterrupted or error free.
- 7.4 Adroit agrees not to use the CPE or any other equipment belonging to the Customer save for the purposes of performing its obligations under the Service Contract or otherwise as directed by the Customer in writing.
- 7.5 Adroit agrees to notify the Customer by email of any significant changes to its Acceptable Use Policy and afford the Customer a reasonable period of time to comply with such changed provisions.
- 7.6 Adroit shall appoint an account manager who shall have authority to contractually bind Adroit on all matters relating to the Contract.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall at all times:
- (a) co-operate with Adroit in all matters relating to the Services;
 - (b) provide to Adroit, in a timely manner and in any event no later than twenty eight (28) days after the date of request, such materials, documentation, instructions and other information ("Customer Materials") as Adroit may reasonably require in order to perform the Services, and ensure that the Customer Materials are complete and accurate in all material respects in order to carry out the Services, including Customer Data, security access information and software interfaces, to the Customer's other business applications.
 - (c) provide such personnel assistance, and access to and use of its premises, facilities and utilities as may be reasonably requested by Adroit from time to time and be responsible (at its own cost) for preparing the relevant premises for the supply of Services;
 - (d) ensure that all CPE is and remains in good working order and suitable for the purposes for which it is used and conforms to all Applicable Law;
 - (e) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner;
 - (f) ensure that:

- (i) prior to commencement of the Services, any CPE to be used by Adroit is clearly identified as belonging to the Customer and that the CPE is labelled and all individual components which make up the CPE is easily identifiable from the front and rear;
 - (ii) it has obtained and maintained all necessary licences and consents and complies with all relevant legislation in relation to its use of the Services, the installation of the CPE, the use of Customer Materials and the use of the CPE in relation to the Services; and
 - (iii) it maintains, at its own cost, with a reputable insurance company such insurance cover against all risks which would normally be insured against by a prudent business including insurance in relation to the use of the Service, any loss or damage caused to its property or to its employees, agents or subcontractors by the negligence or default of the Customer, or the Customer's employees or agents, or caused by any malfunctioning of the CPE, and any related loss or business interruption and shall upon reasonable request provide Adroit with evidence that such insurance has been effected and is and will be maintained;
- (g) comply with all Applicable Law, including applicable requirements relating to health and safety and electrical equipment;
 - (h) not hold itself out as being an agent, partner, representative or otherwise being entitled to bind Adroit;
 - (i) not publish or cause anything to be published, whether in hard copy or by any electronic medium, which contains adverse or derogatory comments about Adroit;
 - (j) provide Adroit with the names and e-mail addresses of all persons who are authorised to issue instructions to Adroit and, where any of those persons cease to be so authorised, notify Adroit immediately;
 - (k) ensure that no data received or transmitted via any of the Services will adversely affect, interfere with or be malicious to any of Adroit's or any third party networks, equipment, or software;
 - (l) ensure that the Customer will not at any time perform operations designed to intercept data not directly addressed to the Customer or otherwise breach or disrupt voice or internet communications and will be operated in accordance with Accepted Standards; and
 - (m) apply such security updates and patches as may, from time to time, be required to ensure compliance with the Contract and generally Accepted Standards of information security.

8.2 If Adroit's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to Adroit on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to Adroit confirming such costs, charges and losses to the Customer in writing.

8.3 The Customer shall not, without the prior written consent of Adroit at any time from the date of the Contract to the expiry of twenty four (24) months after the completion of the Services or termination of this agreement in accordance with clause 17 below, solicit or entice away from Adroit or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Adroit.

8.4 If the Customer acts in breach of clause 8.3 above and employs or engages an employee or sub-contractor of Adroit, it shall pay to Adroit, on demand, a liquidated damages figure equivalent to the then current annual remuneration of its employee or sub-contractor.

- 8.5 The parties confirm that the basis of calculation of liquidated damages set out in clause 8.4 above is a genuine pre-estimate of its loss arising from the Customer's breach of clause 8.3 above.
- 8.6 In addition, any consent given by Adroit in accordance with clause 8.3 shall be subject to the Customer paying to Adroit a sum equivalent to twenty percent (20%) of the then current annual remuneration of its employee or sub-contractor or, if higher, twenty percent (20%) of the annual remuneration to be paid by the Customer to such employee or sub-contractor.
- 8.7 In the event of any delays in the Customer's compliance with Clause 8.1, Adroit may adjust any timetable or delivery schedule set out in a Contract as reasonably necessary.

9. SYSTEM CAPACITY AND PERFORMANCE

- 9.1 Where capacity is fixed or limited should the Customer's usage of the Services, or any component of the Services, be in excess of capacity specifications which are detailed in the Contract, recommended by Adroit and/or published by any vendor of the relevant components, then Adroit will advise the Customer of any upgrades recommended by Adroit, and Adroit will not be liable for any degradation in Service caused by such usage.
- 9.2 If the Customer chooses not to upgrade as recommended by Adroit in accordance with Clause 9.1 then Adroit may notify the Customer in writing that all support in respect of such Services or component is thereafter provided on a best efforts, discretionary and no liability basis, and following such notice any provision to the contrary of the Contract shall be deemed to be suspended to that extent unless and until such time as Adroit's recommended upgrades are implemented.
- 9.3 Where the Service performance continues to be impacted due to a capacity issue as referred to in Clause 9.1 and as a result the Service is considered by Adroit to be unsustainable, then without prejudice to Clause 9.2 Adroit may at its sole discretion terminate the Contract in question upon giving no less than three (3) month's written notice to the Customer.

10. FEES AND PAYMENT

- 10.1 The Customer shall pay the Fees as set out in the relevant Contract, with effect from the Ready for Service date in relation to each Service.
- 10.2 The Customer shall reimburse Adroit for all actual and reasonable travel expenses including airfares, hotels and meals incurred by Adroit in performance of any set-up services.
- 10.3 Adroit shall be entitled to charge for any further Fees reasonably incurred for all time spent in reasonably resolving:
- (a) any complaints or reports received from any governmental or other competent authority or from any emergency service organisation in relation to the Equipment or the Customer's use of the Services. Save where prohibited from doing so by applicable law or regulation, Adroit:
 - (i) shall inform the Customer without delay of any such complaint or report;
 - (ii) wherever possible, shall not respond to the relevant authority or organisation without the Customer's prior consent (which shall not be unreasonably withheld or delayed); and
 - (iii) shall consult with the Customer with regard to such complaint or report;

- (b) any issues that have arisen as a result of the Customer's failure to use any software or equipment in accordance with applicable user instructions, or the Customer's unauthorised attempts to maintain or alter any software or equipment, or any use of software, equipment, or services other than in accordance with the Contract (including any breach of the Acceptable Use Policy) and in accordance with the Applicable Law.
- 10.4 The Customer shall pay the Fees by the Invoice Due Date. If the Customer has a genuine dispute about any Fees, it must provide details to Adroit within thirty (30) days of receipt of the relevant invoice, stating the invoice item which is disputed, and must pay all other elements of the relevant invoice by the Invoice Due Date.
- 10.5 If no notice of a disputed invoice is given within thirty (30) days referred to at Clause 10.4 , the Customer shall be deemed to accept the invoice in full.
- 10.6 Any sum payable under the Contract is exclusive of VAT which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the Customer of a valid VAT invoice.
- 10.7 Save where the Order Form states otherwise, the Customer shall pay (and Adroit may collect) all sums due under any Contract by way of variable direct debit in accordance with the direct debit mandate relevant to the Contract or as varied from time to time.
- 10.8 If any sum payable under a Contract is not paid on or before the Invoice Due Date then, without prejudice to any other rights it may have, Adroit will be entitled to charge the Customer interest on that sum at the rate of five per cent (5%) per annum above the base lending rate from time to time of HSBC from the Invoice Due Date until the actual date of payment, such interest to accrue on a daily basis. The Customer shall pay the interest together with the overdue amount.
- 10.9 The Customer shall reimburse all costs and expenses (including legal costs) incurred by Adroit in the collection of any overdue amount.
- 10.10 Subject to Clause 10.4, if the Customer fails to make full payment on the Invoice Due Date Adroit may notify the Customer in writing of such payment default (a "Payment Default Notice") and unless the amount of the invoice is paid in full within ten (10) Business Days of the Customer's receipt of the Payment Default Notice, Adroit may, without prejudice to any other rights it may have:
 - (a) suspend the Services immediately until it has received payment in full of all sums due; and/or
 - (b) terminate the Contract for material irremediable breach immediately.
- 10.11 Time for payment shall be of the essence of the Contract.
- 10.12 Not Used
- 10.13 Adroit shall have the right to alter the Rates in the Contract following the Initial Term subject to giving the Customer not less than four (4) weeks' notice in writing of any alteration.
- 10.14 All payments by the Customer shall be made in pounds sterling (£) and without deduction or set off of any amount except where the Order Form specifies otherwise.

10.15 Fees in relation to any particular Services may be amended at any time by Adroit giving not less than two (2) months' notice to the Customer if:

- (a) the scope of, or functionality required in, the Services changes or increases as a result of the Customer's changes, requirements, or instructions; or
- (b) there is any material increase in the cost of the Services or other items that Adroit must procure from third parties for the provision of the Services.

10.16 The Fees specified in the Order Form are exclusive of and may be increased without notice as a result of the imposition by any relevant authority of any tax, impost, levy, or charge including any 'green levy' such as the carbon reduction commitment or the climate change levy and non-domestic rates on fibre optic networks. For the avoidance of doubt, only the actual amount will be passed on to the Customer.

11. SERVICE CREDIT (NOT USED)

12. CHANGE CONTROL

12.1 If either party wishes to change the scope of the Services (including Customer requests for additional services), it shall submit details of the requested change to the other in writing.

12.2 If either party requests a change to the scope or execution of the Services, Adroit shall, within a reasonable time, provide a written estimate to the Customer the extent (if any) of:

- (a) the likely time required to implement the change;
- (b) any variations to the Fees arising from the change;
- (c) the likely effect of the change on the Project Plan; and
- (d) any other impact of the change on the terms of the relevant Contract.

12.3 If Adroit requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

12.4 If the Customer wishes Adroit to proceed with the change, Adroit has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its fees, the Project Plan, and any other relevant terms of the Contract to take account of the change.

12.5 Following any change pursuant to this Clause 12, the relevant Contract will be deemed amended accordingly in relation to the relevant Services and shall continue unamended in relation to all other Services. The change shall be recorded on an "Order Amendment Form", or other written document signed by both parties.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in relation to any and all scripts, software, or bespoke software tools ("Adroit's IP") written by Adroit shall be owned by Adroit or Adroit licensors. Adroit licenses all such Adroit's IP to the Customer free of charge and on a non-exclusive, worldwide basis for the term of the Contract to such extent as is necessary to enable the Customer to make reasonable use of the Services. If the Contract terminates, this licence shall automatically terminate SAVE to the extent that the Customer needs to use them for the continued use of the Service beyond termination or expiry of the Contract. Any other Intellectual Property Rights in relation to anything other than Adroit's IP ("Customer's IP") created by Adroit in the provision of the Services solely for

and bespoke to the Customer shall unless otherwise agreed in writing between the parties, be owned by the Customer provided that the scope of such Customer's IP is documented accordingly by the parties. The Customer licenses all such Customer's IP to Adroit free of charge and on a non-exclusive, worldwide basis for the term of the Contract to such extent as is necessary to enable Adroit to provide the Services.

14. CONFIDENTIALITY

- 14.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Customer by Adroit or its agents, and any other confidential information concerning Adroit business or Adroit products which the Customer may obtain.
- 14.2 The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to Adroit, and shall ensure that such employees, agents, or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 14.3 The Customer may disclose Confidentiality Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Adroit as much notice of such disclosure as possible.
- 14.4 All materials, equipment and tools, drawings, specifications, and data supplied by Adroit to the Customer shall at all times be and remain the exclusive property of Adroit but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Adroit and shall not be disposed of or used other than in accordance with Adroit's written instructions or authorisation.
- 14.5 Adroit reserves all rights in Adroit Confidential Information. No rights or obligations in respect of Adroit's Confidential Information other than those expressly stated in this MSA, or a Contract are granted to the Customer or may be implied.
- 14.6 This Clause 14 shall survive termination of the Contract, however arising.
- 14.7 The Customer and Adroit shall comply with the Applicable Data Protection Law provisions defined in and as set out in Schedule 1.

15. LIMITATION ON LIABILITY

- 15.1 This Clause 15 sets out the entire liability of Adroit (including, without limitation, any liability for the acts or omissions of its employees, agents, and subcontractors) to the Customer in respect of:
- (a) any breach of contract howsoever arising;
 - (b) any use made by the Customer of the Services; and
 - (c) any representation, misrepresentation (whether innocent or negligent), statement, tortious act, or omission (including negligence) or breach of statutory duty arising under or in connection with this MSA or a Contract.
- 15.2 Except as expressly and specifically provided in a Contract:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use; and
- (b) Adroit shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Adroit by the Customer in connection with the Services, or any actions taken by Adroit at the Customer's direction.

15.3 Nothing in any Contract excludes or limit the liability of Adroit for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which cannot lawfully be excluded or limited.

15.4 Further, no limitations on liability in a Contract apply to the Customer's liability to pay any Fees due under a Contract or interest due thereon.

15.5 The Contract states the Customer's full and exclusive rights and remedies, and Adroit's only obligations and liabilities in respect of the performance and/or availability of the Services to be provided thereunder, or their non-performance and non-availability.

15.6 Subject to Clauses 15.3 and 15.4, Adroit shall not in any circumstances be liable to the Customer or to any third party for:

- (a) indirect or consequential loss or damage;
- (b) any loss arising from or in connection with loss of revenues, profit, contracts, goods or business or failure to realise anticipated savings, direct or indirect;
- (c) any loss of use, goodwill, or reputation, direct or indirect;
- (d) any loss or corruption of data or information, direct or indirect; or
- (e) any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.

15.7 Subject to Clauses 15.3 and 15.4, the total liability of Adroit arising under or in connection with any Contract shall be limited to an amount equal to the Fees paid by the Customer under the relevant Contract in the twelve (12) months preceding the date on which such liability arose, in respect of any single event or series of connected events.

16. SUSPENSION OF THE SERVICES

16.1 Adroit may, at its sole discretion upon giving notice to the Customer as soon as reasonably possible either orally (confirming such notification in writing) or in writing, elect to suspend immediately the provisions of the Services until further notice where:

- (a) Adroit is entitled to terminate any Contract pursuant to Clause 17.1;
- (b) Adroit suspects that the Services are being used fraudulently or otherwise unlawfully;
- (c) Adroit is entitled to suspend provision of any other service under the terms of any other agreement between Adroit and the Customer; or

- (d) Adroit is obliged to do so in order to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority.

- 16.2 Any exercise by Adroit of its right of suspension in respect of an event referred to in this Clause shall not exclude its right subsequently to terminate a Contract or to claim any remedies in respect of the Customer's breach (if any).
- 16.3 Suspension of the Services for any reason will not alter the period of service for the current chargeable invoice and all fees and sections of each Contract will remain in effect.
- 16.4 In the event that a suspension is implemented as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse Adroit for all reasonable costs and expenses incurred in the implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

Adroit shall not be liable to the Customer for any fees incurred by the Customer for the use of other services, whether provided by Adroit or any other person during any period of unavailability, occurring as a result of implementing a suspension pursuant to Clause 16.1.

17. TERMINATION

- 17.1 Adroit shall be entitled to terminate any Contract at its immediate discretion in the event that:
 - (a) the Customer fails to pay any amount due under the Contract on the Invoice Due Date for payment and fails to pay such amount within fourteen (14) days after being notified in writing of such failure;
 - (b) the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention and/or ability to give effect to the terms of the Contract; or
 - (c) Adroit has terminated, or is entitled to terminate, any other contract that it has entered into with the Customer on any grounds which are the same as, or are analogous to, those set out in this Clause 17.
- 17.2 Either party shall be entitled to terminate a Contract on notice in writing to the other party if:
 - (a) the other party commits a material breach of the 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 admit inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, enters bankruptcy or (being a partnership) has any partner to whom any of the foregoing apply;
 - (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 (in the case of 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) 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 that other party (being a company) 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;

- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (f) the holder of a qualifying charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (g) 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;
- (h) 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;
- (i) 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 clauses 17.2 (a) – 17.2 (l) (inclusive);
- (j) the other party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the other party threatens, whether orally or in writing (whether in hard copy, by any electronic medium or otherwise) to adversely affect the on- going operations of the first party's business or that of any of its Group Companies (provided that this Clause shall not apply to any action taken by it in accordance with a Contract or at any time that the Customer has not paid the Fees by the due date or is otherwise in breach of a Contract).

17.3 If a party has the right to terminate any Contract pursuant to Clauses 17.1 or 17.2, it may instead elect to terminate one or more of the individual Services provided under that Contract, in which event such Services shall be so terminated but the Contract will continue in full force and effect in relation to all the other Services provided thereunder.

17.4 Any provision of a Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17.5 Termination of a Contract, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties accrued before the date of termination or expiry

17.6 On termination of a Contract for any reason, then without prejudice to any other right Adroit may have, the following provisions shall apply to such termination as appropriate:

- (a) Adroit shall immediately cease provision of the Services;
- (b) all amounts payable by the Customer to Adroit (including without limitation any charges incurred by Adroit from its subcontractor due to early termination of its contract with such subcontractors) shall become immediately due (subject to receipt by the Customer of a valid invoice in respect of the same);
- (c) not used;
- (d) not used
- (e) each party shall return and make no further use of any equipment, property, materials, and other items (and all copies of them) belonging to the other party; and

(f) Adroit may destroy or otherwise dispose of any of the Customer Data in its possession.

17.7 Notwithstanding its obligations in Clause 17, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under Clause 17, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain. Clause 14 shall continue to apply to any such retained documents and materials.

18. FORCE MAJEURE

18.1 The Customer acknowledges and agrees that Adroit does not and cannot control the flow of data to or from its networks or the storage of data held outside its networks. Such flow and/or storage depend, in large part, on the performance of internet services and/or telecommunications networks provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt its connections to the internet (or portions thereof) or such other platforms upon which access to the Services may be provided. Although Adroit will use reasonable efforts to take all actions reasonably necessary to remedy and avoid such events, Adroit cannot guarantee that such events will not occur. Accordingly, save as provided expressly in a Contract, Adroit gives no warranty in relation to such events and any occurrence of such will be classed as an Event of Force Majeure.

18.2 Each party will give notice forthwith to the other party upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

18.3 If a default due to an Event of Force Majeure shall continue for more than sixty (60) days, then either party will be entitled to terminate any affected Contracts by giving not less than thirty (30) days written notice to the other. Neither party shall have any liability to the other in respect of the termination of a Contract as a result of an Event of Force Majeure.

19. DATA PROTECTION

19.1 Each party undertakes to the other that it will take all necessary steps to ensure that it operates at all times in accordance with the DPA and all related Applicable Law.

19.2 Without limiting Clause 17.1, if either party (the "Data Provider") passes to the other party (the "Data Recipient"), or otherwise gives the Data Recipient access to Personal Data under a Contract:

- (a) the Data Recipient will not Process Personal Data held under the Contract except in accordance with the Contract or otherwise on the instructions of the Data Provider;
- (b) the Data Recipient will implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of or damage to Personal Data in compliance with the DPA;
- (c) the Data Recipient will only Process such Personal Data in accordance with the data protection principles set out in the DPA; and
- (d) the Data Recipient will comply promptly and in full of any request made by the Data Provider further to the Data Provider's statutory obligations pursuant to the DPA.

19.3 For the purposes of Clause 19.2, "Process" and "Personal Data" have the meanings given to them in the DPA.

20. TUPE

- 20.1 Both parties warrant that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), and each party hereby indemnifies the other party against all losses, damages, liabilities, and reasonable costs and expenses arising in connection with any claim (whether successful or not) arising under, or in connection with the application of TUPE.

21. ANTI-BRIBERY

- 21.1 Each party shall:
- (a) comply with all applicable laws, regulations, mandatory codes, and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Relevant Requirements");
 - (b) have and shall maintain in place throughout the term of each Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
 - (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of any Contract; and
 - (d) immediately notify the other party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first party (and the first party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of any Contract).
- 21.2 Any breach of this Clause 21 shall be deemed a material breach under Clause 17.
- 21.3 For the purposes of this Clause 21 a person associated with a party includes any subcontractor of that party.

22. WAIVER

- 22.1 No failure or delay by a party to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. CAPACITY

- 23.1 Each party warrants to the other that:
- 23.2 it has full capacity and authority to enter into and perform its obligations under any Contract; and
- 23.3 each Contract is executed by its duly authorised Representatives.
- 23.4 The Customer warrants that it is the owner or permitted user of the CPE and that any software on such equipment is properly licensed to the Customer on terms which allow it to be used as contemplated by the relevant Contract.

24. SEVERANCE

- 24.1 If any court or administrative body finds that any provision of a Contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 24.2 If any invalid, unenforceable or illegal provision of a Contract would be valid, enforceable, and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

25. ENTIRE AGREEMENT

- 25.1 Each Contract constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements between them relating to its subject matter.

26. ASSIGNMENT AND SUBCONTRACTING

- 26.1 The Customer shall not be entitled to assign or subcontract all or any of its rights or obligations under any Contract without the prior written consent of Adroit, such consent not to be unreasonably withheld or delayed.
- 26.2 Adroit shall be entitled to assign or subcontract all or any of its rights and obligations under any Contract to any person without the prior written consent of the Customer.

27. THIRD PARTY RIGHTS

- 27.1 Each Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.

28. DISPUTE RESOLUTION

- 28.1 The parties agree to use reasonable endeavours to resolve any dispute or claim relating to a Contract in accordance with this Clause 28 in good faith. Each party must follow the procedures in this Clause 28 before starting court proceedings (except for urgent injunctive or declaratory relief).
- 28.2 The provision of this clause 28 shall not apply to disputes arising from monies due from the Customer to Adroit.
- 28.3 If a dispute or claim arises between the parties that cannot be resolved promptly between the parties at an operational level, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within fifteen (15) Business Days of the date of the notice (or any other agreed period) to resolve the dispute or claim. In the event that the dispute is still not resolved within thirty (30) days of it being referred to them, then either party may proceed with any other available remedy.
- 28.4 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

29. Marketing

29.1 The Customer agrees that Adroit may use its works undertaken on behalf of the Customer (without disclosing any Customer Confidential Information) for the publishing of case studies. Furthermore, Adroit may mention the Customer's name in any such case studies.

30. Non-Solicitation

30.1 For the term of a Contract and a period of one year thereafter neither party shall, and shall procure that none of its Group Companies shall, entice or endeavour to entice away from the other party or employ, or make any offers of employment to, any person employed by the other party who is or was professionally associated with a Contract at any time during the period of nine months prior to the termination of the Contract, except as may be agreed in writing between the parties. For the purposes of this clause 30, "employ" means the engagement of such a person as an employee, director, sub-contractor or independent contractor to carry out duties which are identical or substantially similar to the duties for which such person has been employed or engaged by the other party to carry out, and the terms "employed", "employment" and "employee" shall be construed accordingly.

30.2 The estimate of the impact that breach of clause 31.1 would have is herein specified as liquidated damages in the amount of one year's salary of any such employee at the date of leaving the other party's employment to join the other party. The Customer accepts that this is a reasonable estimate of loss, and agrees to pay the same in the event of each and every breach by it of this clause 31. This provision is without prejudice to the right of each party to seek injunctive relief.

31. GOVERNING LAW AND JURISDICTION

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

31.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any Contract or its subject matter or formation (including non-contractual disputes or claims).

SIGNATURES:

CUSTOMER NAME

ADROIT CLOUD CONSULTING LIMITED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1

DATA PROCESSING SCHEDULE

1 Definitions and interpretation

1.1 In this Schedule, the following words and expressions shall have the following meanings:

“Applicable Data Protection Law” means the General Data Protection Regulation ((EU) 2016/679), and (b) Privacy and Electronic Communications (EC Directive) Regulations, as well as, for each of (a) and (b) above, any national implementing laws, regulations, and secondary legislation, as amended or updated from time to time. In the event, any such laws are repealed or replaced, the successor legislation to such repealed or replaced law(s) shall be deemed to constitute Applicable Data Law;

“Data Processing Details” means, in respect of the Relevant Service, the following information:

- (i) the purpose(s) for which Adroit shall process the Relevant Personal Data as the Customer’s processor;
- (ii) the duration, subject-matter, and nature of such processing;
- (iii) the types of personal data that are subject to such processing (the **“Relevant Personal Data”**); and
- (iv) the categories of data subjects to whom such personal data relate, and

which shall be as set out in the Order(s) that relate(s) to the Relevant Service.

“Instruction” means a written instruction made in accordance with clause 13 (Change Control Procedure) addressed to Adroit about how it, as Customer’s processor, shall process the Relevant Personal Data on behalf of the Customer;

“Relevant Service” means the Service provided by Adroit to the Customer which require Adroit to process the Relevant Personal Data on behalf of the Customer as the Customer’s processor, as more particularly described in the applicable Order; and

where defined in Applicable Data Protection Law, the terms “controller”, “data subject”, “data protection impact assessment”, “personal data”, “personal data breach”, “prior consultation”, “processor”, “processing”, “supervisory authority” shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

2 Data protection obligations

2.1 Customer, acting as controller, hereby appoints Adroit as Customer’s processor in relation to the processing of the Relevant Personal Data for the duration set out in the Data Processing Details.

2.2 Adroit and Customer shall comply with their respective obligations under Applicable Data Protection Law.

2.3 Adroit shall only process the Relevant Personal Data for the purpose(s) set out in the Data Processing Details and in accordance with Customer’s Instructions. The Parties agree that this MSA and the Service Order(s) that describe the Relevant Service set out the main Instructions of Customer. Notwithstanding the preceding sentences, in the event that Adroit is required by law to process the Relevant Personal Data other than in accordance with the Customer’s Instructions, Adroit shall provide the Customer with reasonable notice unless such law prohibit Adroit to provide such notice.

- 2.4 Adroit shall notify Customer in the event it reasonably believes any Instruction to be unlawful. It shall not be required to comply with such Instruction until Customer has either confirmed it in writing or amended it.
- 2.5 Adroit shall not transfer any Relevant Personal Data outside of the European Economic Area except:
- 2.5.1 in accordance with an Instruction;
 - 2.5.2 with the prior consent from the Customer;
 - 2.5.3 where the data subject has enforceable rights and effective legal remedies;
 - 2.5.4 where Adroit complies with its obligations under the Applicable Data Protection Law by providing an adequate level of protection to any Relevant Personal Data transferred;
 - 2.5.5 as part of engaging a subcontractor as described in paragraph 2.8 of this Schedule 1; and
 - 2.5.6 where such processing or transfer is in/to a territory which has offers an adequate level of protection of personal data, as confirmed by a European Commission decision in accordance with the Applicable Data Protection Law.
- 2.6 Adroit shall only engage personnel to process the Relevant Personal Data who are bound by appropriate confidentiality obligations.
- 2.7 Adroit shall apply appropriate technical and organisational measures (as may be further specified in the Service Order(s) relating to the Relevant Service) to ensure a level of security appropriate to the risks that are presented by it processing the Relevant Personal Data on the Customer's behalf as its processor. Adroit shall provide the Customer with details of such technical and organisational security measures for the Customer to review and approve upon the Customer's written request.
- 2.8 Adroit shall provide the Customer with reasonable prior notice of any proposed change to any agreement Adroit has entered into with any of its subcontractors duly, where such change is reasonably relevant to either Party's compliance with Applicable Data Protection Law and the Customer shall have thirty (30) days to reasonably object to such change. If the Customer fails to respond to such notice, the Customer shall be deemed to have consented to such change. Adroit shall ensure that the terms on which it appoints Subcontractors comply with Applicable Data Protection Law and are not less onerous than those set out in this Schedule 1.
- 2.9 Adroit shall notify the Customer:
- 2.9.1 as soon as reasonably possible, if it receives any requests or queries from supervisory authorities or data subjects relating to the Relevant Personal Data;
 - 2.9.2 without undue delay, if it becomes aware of a personal data breach, providing reasonable information.
- 2.10 Adroit shall provide reasonable assistance to the Customer where, in relation to the processing of the Relevant Personal Data, the Customer is required to:
- 2.10.1 respond to the exercise of any right afforded to a data subject under Applicable Data Protection Law, carry out a data protection impact assessment, undertake prior consultation with the relevant supervisory authority, or demonstrate its compliance with its obligations under Applicable Data Protection Law, and in each case such assistance shall be at Customer's request and cost; and

2.10.2 carry out an audit or an inspection of Adroit's processing operations and, notwithstanding such clause, where such audit or inspection concerns processing operations provided by Adroit's subcontractors, the scope of such audit and inspection shall be as permitted under the relevant agreement in place between Adroit and such subcontractor and, in any case, such assistance shall be at Customer's request and cost; and

2.10.3 file a notification of a personal data breach with the relevant supervisor authority and, where such personal data breach is not directly caused by Adroit's actions, such assistance shall be at Customer's request and cost.

2.11 At the end of the provision of the Relevant Service, as detailed in the Data Processing Details, Adroit shall delete all Relevant Personal Data. Notwithstanding the previous sentence, Customer may give Adroit an Instruction prior to the end of the provision of the Relevant Service to return the Relevant Personal Data to the Customer. For the avoidance of doubt and subject to any requirements under law as well as Adroit's archiving processes, Adroit shall not retain any copies of the Relevant Personal Data and, where such copies are retained as a result of Adroit's archiving processes, Adroit shall not process them for any purpose other than archiving and delete them immediately from its production systems should it need to restore such systems from its archives.