



MANAGED SERVICES AGREEMENT

STADIA CONSULTING GROUP LTD

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BACKGROUND

SUPPLIER: STADIA CONSULTING GROUP LTD, incorporated and registered in England and Wales with company number 12469686 whose registered office is at ORION HOUSE, 15 BESSEMER ROAD, WELWYN GARDEN CITY, HERTFORDSHIRE, ENGLAND, AL7 1HU.

CLIENT: [CLIENT COMPANY NAME], incorporated and registered in England and Wales with company number [CLIENT COMPANY REG NO] whose registered office is at [CLIENT REGISTERED OFFICE].

By entering into this Managed Services Agreement and by signing below, the Client acknowledges and agrees to the terms of the Master Services Agreement as set out at <https://irp.cdn-website.com/6ca8aee4/files/uploaded/MSA+v1.7+20.01.2026.pdf> ("**Master Services Agreement**") and that such terms are incorporated by reference herein.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Agreement: means this Managed Services Agreement.

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

Business Hours: means the period from 8.00 am to 6.00 pm local UK time zone on any Business Day.

Change(s): means a modification or modifications to the Services.

Contract Change Notification: means a written response to a Change Request setting out the delays and additional cost, if any, that would arise as a result of the requested Change and any other effects that such Change will have on the Services.

Change Request Procedure: means the procedure for making amendments to this Agreement, as set out in the clause titled "change request procedure".

Change Request: means a request from either party to the other party to make Changes to the Services or other aspects of the Agreement.

Charges: means the charges payable in respect of the Services, as set out in the clause titled "charges and payment" or as otherwise agreed in writing, as may be varied from time to time pursuant to the terms of this Agreement.

Client Portal: means the Supplier's online portal made available to the Client for the purposes of service interaction, information access, and management of services, as updated by the Supplier from time to time.

Confidential Information: means all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with, this Agreement and any information used in or relating to the business of the parties (including information relating to the parties' products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs), and which are for the time being confidential to the disclosing party.

Data Protection Laws: means all applicable data protection and privacy legislation in force in the United Kingdom including:

- (a) the UK GDPR as defined in section 3(10) of the Data Protection Act 2018, and supplemented by section 205(4) ("**UK GDPR**");
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426), in each case as amended, replaced or superseded from time to time. **Personal Data** and **processing** shall have the meanings set out in the UK GDPR.

Effective Date: means the date that this Managed Services Agreement has been signed by both parties.

Fair Usage Policy: The Services are provided on an unlimited incident basis, subject to this Fair Usage Policy. Under the Fair Usage Policy, the Client is entitled to a maximum number of support hours per calendar month, as defined in the applicable Statement of Work.

Where the total support hours consumed exceed the agreed monthly threshold in any given month, the Parties shall, within fourteen (14) days, review the incidents raised and agree an appropriate course of action. This may include actions to reduce incident volumes or an amendment to the agreed monthly threshold together with any associated charges.

Where agreement is not reached within this timeframe, the Supplier reserves the right to invoice the Client for any additional support hours consumed at a rate of £150 per hour, unless otherwise agreed in writing.

Good Industry Practice: means the exercise of the degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances.

Incident: An Incident is an unplanned interruption to a service, a reduction in the quality of a service, or a failure of a service component that could impact service delivery.

Initial Term: means the period commencing on the Effective Date and ending on the date as specified in the Statement of Work.

Intellectual Property Rights: means copyright, patents, rights in confidential information, know-how, trade secrets, trademarks, trade names, design right, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and wherever existing.

Key Materials: means the content, information and other materials in any form created or supplied by the Client and made available to the Supplier to provide the Services.

Managed Support Services: comprise reactive incident resolution and operational support for technologies and platforms expressly identified as in scope in the applicable Statement of Work. Managed Support Services are delivered on a remote first basis unless otherwise agreed in writing.

Remote support: Remote Support is the provision of technical assistance and incident resolution via telephone, secure remote access, or electronic communication.

The Supplier will use reasonable endeavors to resolve incidents remotely. Where remote resolution is not reasonably possible, onsite support may be required and shall be subject to the terms of the applicable Statement of Work.

Renewal Term: means 12 months commencing on the last day of the Initial Term or previous Renewal Term.

Service Catalogue: means the catalogue of optional or additional services made available by the Supplier to the Client via the Client Portal, including service descriptions and applicable charging models, as updated by the Supplier from time to time.

Service Credits: means the credits which become payable to the Client by way of a reduction in the Charges or payment where the Service Levels are not achieved, as set out in the clause titled "service credits".

Services: means the services described in the Service Specification to be performed by the Supplier during the Term in accordance with this Agreement.

Service Levels: means the levels of service required of the Supplier as specified in the clause titled "service provision and service levels".

Service Specification means the specification describing the Services in the Statement of Work provided by the Supplier to the Client, or as otherwise agreed in writing between the parties.

Supplier Materials: means all Intellectual Property Rights, know-how, information, methodologies, techniques, tools, schemata, diagrams, ways of doing business, trade secrets, instructions manuals and procedures (including, but not limited, to software, documentation, and data of whatever nature and in whatever media) owned, developed or controlled by the Supplier, provided by the Supplier to the Client in connection with this Agreement, which may have been created outside the scope, or independently of, the Services and/or this Agreement, and including all updates, modifications, derivatives

or future developments thereof.

Term: means the Initial Term and any Renewal Term, as applicable.

Third Party Products: means such third party products (if any) as specified in the Service Specification.

Virus: means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network. **Viruses** will be construed accordingly.

Vulnerability: means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** will be construed accordingly.

1.2 In this Agreement:

1.2.1 clause, schedule and paragraph headings shall not affect the interpretation of this Agreement;

1.2.2 references to statutes, regulations or other legislation or enactments referenced herein shall be deemed to be references to that enactment as amended, supplemented, re-enacted or replaced from time to time;

1.2.3 the words include, including and similar words or expressions will not limit the meaning of the words that come before them;

1.2.4 reference to writing or written includes e-mail but not any other form of electronic communication;

1.2.5 each of the parties shall be referred to as a party or together, the parties.

2 SERVICE PROVISION AND SERVICE LEVELS

2.1 In consideration for the payment of the Charges and subject to the terms of this Agreement, the Supplier will provide the Services as described in the Services Specification from the Effective Date of this Agreement.

2.2 The Supplier shall provide the Services strictly in accordance with the Statement of Work. ("**Service Levels**").

2.3 The Services shall only be available during the Supplier's Business Hours.

2.4 The Client shall remain responsible for the use of the Services under its control, including any use by its third parties.

2.5 The Supplier shall not be liable for any failure to provide the Services in accordance with the Service Levels if the Client fails to comply with the Supplier's instructions in relation to the Services.

2.6 The Client and the Supplier shall have regular meetings to monitor and review the performance of this Agreement, to discuss any changes proposed in accordance with the clause titled "change control procedure" and to review the performance of the Service Levels. In the event of any issues that arise that are not resolved during such meetings, the matter shall be resolved in accordance with the dispute resolution procedure outlined in the clause titled "dispute resolution".

2.7 The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the internet (or portions thereof) and the Client's use of the Services. Whilst the Supplier will use reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Supplier cannot guarantee that such events will not occur. Accordingly, the Supplier disclaims any and all liability resulting from or related to such events.

3 SERVICE CATALOGUE AND OPTIONAL SERVICES

3.1 The Supplier may make available a Service Catalogue via its Client Portal describing optional or additional services that may be requested by the Client.

3.2 The Service Catalogue is provided for reference and may be updated by the Supplier from time to time.

3.3 Any services requested by the Client from the Service Catalogue shall be provided subject to this Agreement and the applicable Statement of Work.

4 CLIENT RESPONSIBILITIES

4.1 The Client will, and will procure that its employees or sub-contractors will:

4.1.1 co-operate with the Supplier in all matters relating to the Services as reasonably requested by the Supplier;

4.1.2 make decisions and provide the Supplier with access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of its obligations under this Agreement;

4.1.3 provide such access as is reasonably required by the Supplier to the Client's premises, computer systems and facilities during Business Hours;

4.1.4 inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

4.1.5 notify the Supplier promptly if it becomes aware of any unauthorised use of all or part of the Services; and

4.1.6 comply with all applicable laws and regulations in relation to its activities under this Agreement.

4.2 The Client acknowledges and agrees to comply with the terms of any third-party agreement or licence terms relating to Third Party Products that are provided as part of the Services.

4.3 The Client agrees that if, in the course of performing the Services, it is necessary or desirable for the Supplier to access or use any Client-owned equipment or software, then it shall where it is able to under the terms of its existing licences, grant to the Supplier a non-exclusive, royalty-free licence, during the Term of the Agreement to use the same solely for the purpose of delivering the Services. The Client will also ensure it has suitable licences in place for any Third-Party Products required (which are not procured or provided by the Supplier) by the Supplier to deliver the Services.

4.4 The Client will be responsible for the accuracy and completeness of the Key Materials.

4.5 The Supplier's non-performance of its obligations under this Agreement shall be excused if and to the extent:

4.5.1 such Supplier non-performance results from the Client's failure to perform one or more of the Client's responsibilities specified in this clause 3 or as otherwise agreed by the parties in writing;

4.5.2 the Supplier provides the Client with written notice of such non-performance; and

4.5.3 the Supplier uses commercially reasonable efforts to perform its obligations notwithstanding the Client's failure to perform (with the Client reimbursing the Supplier for its reasonable and demonstrated additional expenses for such efforts provided such expenses are notified to the Client before they are incurred).

5 SUPPLIER RESPONSIBILITIES

5.1 The Supplier will:

5.1.1 perform the Services with reasonable care and skill;

5.1.2 provide the Services in accordance with Good Industry Practice;

5.1.3 use commercially reasonable endeavors to meet any quality standards set out in the Service Levels;

5.1.4 use its commercially reasonable endeavors to complete the Services in accordance with any dates specified in the Service Specification but any such dates shall be estimates only; and

5.1.5 commit sufficient resources to the provision of the Services to enable the delivery of the Services in accordance with the Agreement and Service Specification.

5.2 The Client confirms that the Supplier may employ sub-contractors without seeking the prior consent of the Client. Notwithstanding the foregoing, the Supplier shall at all times be responsible for and liable in respect of the performance of all obligations under this Agreement, whether such obligations are performed by the Supplier itself, or any sub-contractor engaged by the Supplier and under the supervision of the Supplier.

6 WARRANTIES

6.1 The Supplier warrants to the Client that:

6.1.1 it has the full capacity and authority to enter into this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier;

6.1.2 the Services will be performed with all due skill and care;

6.1.3 it owns or has obtained valid licences, consents, permissions and rights to enable the Supplier to comply with this Agreement and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under this Agreement including for the Client's use and receipt of the Services, and the Supplier shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

6.1.4 it will comply with all applicable laws in performing its obligations under this Agreement;

6.1.5 the Client's use of any Supplier Materials and/or third-party materials, including any materials supplied by the Supplier to the Client, shall not cause the Client to infringe the rights, including any Intellectual Property Rights, of any third party;

6.1.6 any software, system or telecommunications provided by or on behalf of the Supplier will be tested for Viruses and any identified Viruses deleted in accordance with Good Industry Practice before the date of delivery or use of such software, systems or telecommunications by the Supplier;

6.1.7 the Services will be performed in compliance with the Service Levels;

6.1.8 it will perform its obligations under this Agreement in a manner that does not disrupt the Client's business, except for necessary interruptions;

6.1.9 the Services will be performed on the dates specified in this Agreement unless otherwise agreed by the parties in writing;

6.1.10 the Supplier will meet any milestones specified in this Agreement unless otherwise agreed by the parties in writing.

6.2 Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the Services will be free from faults, interruptions or errors.

6.3 The Client warrants and represents to the Supplier that:

6.3.1 it has the full capacity and authority to enter into this Agreement and that this Agreement is executed by a duly authorised representative of the Client;

6.3.2 any Key Materials it provides do not and will not infringe upon third-party Intellectual Property Rights when used in accordance with this Agreement;

6.3.3 it will comply with, and use the Services in accordance with the terms of this agreement and all applicable laws;

6.3.4 it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to license to the Supplier, any Key Materials reasonably necessary for the fulfilment of its obligations under this agreement, including any third-party licences and consents related to any software that is owned, licensed to or controlled by the Client;

6.3.5 it has in place appropriate virus protection and information security measures to protect its own systems and the data in its possession and control.

7 SERVICE CREDITS

7.1 If the Supplier fails to comply with the Service Levels set out in the Statement of Work, the Client shall be entitled to claim the service credits if specified in the respective Statement of Work.

8 CHARGES AND PAYMENT

8.1 The Client agrees to pay the Supplier a fee as set out in the Statement of Work for the Services ("**Charges**").

8.2 The Supplier will issue invoices in respect of the Charges, and the Client will pay to the Supplier the Charges set out in such invoice within 30 days, except for any amount in respect of which there is a genuine dispute.

8.3 If the Client fails to make any payment due to the Supplier under this Agreement by the due date for payment, then, without limiting the Supplier's remedies, the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above Bank of England's base rate, but at 4% a year for any period when that base rate is 0% or below.

8.4 The Supplier reserves the right:

8.4.1 to increase the Charges on an annual basis with effect from each anniversary of the Effective Date of this Agreement in line with the percentage increase in the Consumer Price Index. For the purposes of this clause 8.4, the Consumer Price Index means the Consumer Price Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree (such agreement not to be

unreasonably withheld or delayed), acting reasonably, most closely resembles such index.

8.4.2 to increase the Charges on any Third-Party Products required (such as Microsoft Licenses) in line with the respective increases resulting from the third party where the terms of such agreements are below the duration of this agreement.

8.4.3 to increase the Charges as a result of any changes to client side users, services, equipment or resources that materially impact existing services, equipment or resources.

8.5 Neither party may withhold payment of any amount due to the other party because of any set-off, counter-claim, abatement, or other similar deduction.

9 CHANGE REQUEST PROCEDURE

9.1 Either party may submit a Change Request in respect of all or part of the Services at any time. Where such Change Request is submitted by the Client, the Client shall provide the Supplier with any information that the Supplier may reasonably request in connection with the Change Request. Any Change Request shall be made in writing.

9.2 Following submission of a Change Request by the Client, the Supplier shall notify the Client within 5 Business Days if it accepts or rejects the Change Request. If the Supplier accepts the Change Request, the Supplier shall submit a Contract Change Notification to the Client. The Supplier shall provide an estimate of the likely time required to implement the change within the Contract Change Notification.

9.3 Following receipt of a Contract Change Notification the Client may elect to accept the terms of the Contract Change Notification and shall notify the Supplier in writing or by email of its decision to accept or not to accept such terms within 5 Business Days.

9.4 Where a Change Request is submitted by the Client, the Supplier reserves the right to charge for time spent investigating the Change Request and preparing the Contract Change Notification at its then current rates.

9.5 Once duly agreed by both parties, the Change Request shall be deemed incorporated into this Agreement. The Supplier shall commence the performance of the Change Request in accordance with the Contract Change Notification.

10 NON-SOLICITATION

10.1 During the period this Agreement is in effect and for a period of 12 months thereafter, the Client agrees not to solicit or to offer employment to any employees of the Supplier or any sub-contractors used by the Supplier hereunder without the prior written consent of the Supplier.

10.2 The Client acknowledges that it would be difficult to measure the amount of damage arising from a breach or threatened breach of any provision of the preceding clause and that money damages would be an inadequate remedy. The Client therefore agrees that the

Supplier will be entitled to temporary and permanent injunctive relief to restrain the Client from any such breach or threatened breach.

10.3 Nothing in this Agreement will be construed as preventing the innocent party from pursuing any and all remedies available to it for a breach or threatened breach of any provision of this Agreement, including the recovery of monetary damages.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly stated in this clause 11, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

11.2 Subject to any other terms expressly agreed by the parties, each party grants the other a licence of its Intellectual Property Rights as are necessary to enable the other party to fulfil its obligations under this Agreement or make use of the Services supplied under this Agreement but not otherwise.

12 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

12.1 The Client shall pay and indemnify the Supplier, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by the Supplier, arising by reason of claims that (1) the Supplier's possession of or use of the Key Materials in connection with the provision of the Services infringes the Intellectual Property Rights of a third party; (2) the Client or any of its customers, modify, alter, replace or combine with any other data, code, documents or other software, which alters the Supplier's Intellectual Property Rights and such alterations infringe the Intellectual Property Rights of a third party.

12.2 If the Client ("**Indemnifying Party**") is required to indemnify the Supplier ("**Indemnified Party**") under this clause 12, the Indemnified Party shall:

12.2.1 notify the Indemnifying Party in writing of any claim made against it by a third party arising due to an infringement of the third party's intellectual property ("**IPR Claim**") in respect of which it wishes to rely on the indemnity at clause 12.1;

12.2.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim if the Indemnified Party elects to, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

12.2.3 provide the Indemnifying Party with such reasonable assistance and information regarding the IPR Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

12.2.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

13 DATA PROTECTION

13.1 The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.

13.2 Where required by Data Protection Laws, the parties will enter into a separate agreement covering their processing activities under Data Protection Laws.

14 CONFIDENTIALITY

14.1 Each party undertakes that it will not at any time during this Agreement, and for a period of 2 years after termination of this Agreement, disclose to any person any Confidential Information belonging to the other party except as permitted in the following clause.

14.2 Each party may disclose the other party's Confidential Information:

14.2.1 to those of its employees, officers, representatives 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 Agreement. Each party will ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information are aware of that party's obligations under this clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 The restrictions in clause 14.1 will not apply to such information that:

14.3.1 is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge, in each case other than by breach of this Agreement; or

14.3.2 subsequently comes lawfully into the possession of such party from a third party.

14.4 Neither of the parties shall use any of the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15 AUDIT

15.1 For the Term and for a period of 2 years from termination or expiry of this Agreement, the Supplier shall maintain such records relating to the Services provided to the Client under this Agreement as may be necessary to trace the supply chain of such Services and to enable the Client to determine the Supplier's compliance with this Agreement.

16 ANTI-BRIBERY

16.1 Each party shall ensure that it does not, by any act or omission, place the other party in breach of any applicable laws relating to bribery or anti-corruption ("**Bribery Laws**"), and shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery.

16.2 Neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and both parties shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

16.3 Each party shall immediately notify the other party as soon as it becomes aware of a breach of any of the requirements in this clause 16. Any breach of this clause 16 shall be deemed a material breach of this Agreement that is not remediable.

17 DISPUTE RESOLUTION

17.1 If a dispute arises under this Agreement ("**Dispute**"), including any Dispute arising out of any amount due to a party hereto, then before bringing any suit, action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting that it is resolved under this dispute resolution process ("**Dispute Notice**").

17.2 If the parties are unable to resolve the Dispute within 15 Business Days of receipt of the Dispute Notice, then each party will promptly (but no later than 5 Business Days thereafter):

17.2.1 appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement ("**Designated Representative**"); and

17.2.2 notify the other party in writing of the name and contact information of such Designated Representative.

17.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be honored.

17.4 If the parties are unable to resolve the Dispute within 15 Business Days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

18 LIMITATION OF LIABILITY

18.1 Neither party excludes nor limits any liability for:

18.1.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or willful default of a party or its employees;

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 any other liability to the extent it cannot be excluded or limited by law.

18.2 The Supplier shall not be liable for:

18.2.1 any loss of profits, anticipated profits, revenues, anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation, or loss of business opportunity (in each case, whether direct or indirect); or

18.2.2 any indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement, even if the Supplier has been advised of the possibility of such damages.

18.3 In no event shall the Supplier (including its respective agents and sub-contractors) be liable for:

18.3.1 any defect or default arising from or caused by any changes made to the Services by anyone other than the Supplier;

18.3.2 any unauthorised access to the Services by anyone other than the Supplier;

18.3.3 any use of the Services which is not in accordance with standard use for Services, or the Supplier's specific instructions; or

18.3.4 any failure of the Services that is due to any integration or interoperability issues arising with any Third Party Products or the Client's systems or legacy systems.

18.4 Subject to clause 18.1, each party's aggregate liability shall be limited to 100% of the total Charges paid for during the 12 months immediately preceding the date on which the claim arose (or where a claim arose within the first 12 months, the Charges that would be payable under this Agreement).

18.5 The liability cap set out in clause 18.4 shall apply to the indemnity provided under clause 12 (intellectual property rights indemnity).

18.6 Except as expressly and specifically provided in this Agreement and clause 6, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

18.7 In the event that the Supplier fails to comply with its obligations under this Agreement then it will be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Services hereunder.

18.8 Both parties accept that the limitations and exclusions set out in this Agreement are

reasonable having regard to all the circumstances.

19 TERM AND TERMINATION

19.1 This Agreement shall commence on the Effective Date and shall remain in full force for the Initial Term unless otherwise agreed by the parties or earlier terminated in accordance with this clause 19. Thereafter, this Agreement shall continue to automatically renew for successive Renewal Terms.

19.2 Either party may terminate this Agreement by giving notice in writing to the other party not later than 90 days before the end of the Initial Term or the relevant Renewal Term.

19.3 Either party may, without affecting its other rights under this Agreement, by notice in writing to the other party immediately terminate this Agreement if the other:

19.3.1 is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 90 days after receiving written notice requiring it to remedy that breach; or

19.3.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

19.3.3 ceases or suspends, or threatens to cease or suspend, the carrying on of any part of its business.

19.4 In the event of termination of this Agreement for any reason, each party will within 14 Business Days of such termination return (or, at the other party's option, destroy) all the other party's Confidential Information in its possession or under its control and all copies of such information.

19.5 On termination of this Agreement for any reason, all licences granted by the Supplier under this Agreement will terminate immediately unless otherwise agreed in writing.

19.6 Termination or expiry of this Agreement shall not affect 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 the Agreement which existed at or before the date of termination or expiry.

20 UNCONTROLLABLE EVENTS

20.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result

from any Uncontrollable Events.

20.2 In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

20.3 In this clause 20, "**Uncontrollable Events**" means an event outside the party's reasonable control including, without limitation: natural disaster, terrorist attack, civil war, civil commotion or riots, war or armed conflict, nuclear, chemical or sonic boom, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party) and non-performance by third party suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause).

21 GENERAL

21.1 Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

21.2 Costs: Each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

21.3 Survival of terms: The parties intend the following terms to survive termination: clauses 1, 8, 10, 11, 12, 13, 14, 18, 19, 20, 21 shall survive termination of this Agreement and all other clauses required for their interpretation.

21.4 Relationship of the parties: The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

21.5 Assignment:

21.5.1 The Supplier may assign or otherwise transfer the whole or any part of this Agreement, including any of its rights and obligations under this Agreement, without the prior written consent of the Client.

21.5.2 The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the Supplier's prior written consent. Any attempt by the Client to do so without consent shall be void and ineffective against the Supplier.

21.6 Change of Control:

21.6.1 For the purposes of this clause 21.6, "**Control**" has the meaning given in section 1124 of the Corporation Tax Act 2010, and a "**Change of Control**" occurs if a person who Controls

the Client ceases to do so, or persons acting together, acquire Control of the Client, in each case directly or indirectly.

21.6.2 For the purposes of this Agreement, any Change of Control of the Client shall be deemed an assignment requiring the Supplier's prior written consent. No Change of Control shall entitle the Client (or the Client's successor) to terminate this Agreement, nor to seek to renegotiate or modify the terms of this Agreement. The Client shall ensure that any purchaser, acquirer, or successor-in-title to the Client (whether by acquisition of shares, merger, or sale of the Client's business or assets) agrees in writing to be bound by this Agreement in full, without modification, as if such party were an original signatory. The Client's obligations and the Supplier's rights under this Agreement shall continue in full force notwithstanding any Change of Control of the Client.

21.7 Entire Agreement: This Agreement together with the Master Services Agreement, each Statement of Work (together with any documents referred to therein), 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

21.8 Variation: No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.

21.9 Severability: If any clause in this Agreement (or part of a clause) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part of it) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this agreement as soon as possible.

21.10 Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

21.11 Notices: Notices under this Agreement must be in writing and sent to the other party's address or email address, as set out in the Contract Details. Letters sent in the United Kingdom will be deemed delivered 3 Business Days (excluding English Bank Holidays), after sending. Emails will be deemed delivered the same day (or the next Business Day, if sent on a non-business day or after 5pm on any Business Day at the recipient's location).

21.12 Counterparts: This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed and dated will be an original, and such counterparts taken together will constitute one and the same agreement. This Agreement will not be effective until each party has signed one counterpart.

21.13 Governing law and jurisdiction: This Agreement is governed by the laws of England and Wales. All disputes under this Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

This Managed Services Agreement is agreed between the parties as of the date that it is signed by all parties (as indicated below).

Signed for and on behalf of the Client ([CLIENT COMPANY NAME]) by	
Name:	
Position:	
Date:	
Signature:	
Signed for and on behalf of the Supplier (STADIA CONSULTING GROUP LTD) by	
Name:	
Position:	
Date:	
Signature:	