
MASTER SERVICES AGREEMENT

This licence is dated 7 May 2024

PARTIES

(1) SQEPTech LIMITED incorporated and registered in England and Wales with company number 11597068 whose registered office is at HEYBURY HOUSE, 2 HEBRIDGE LANE, PRESTBURY, CHESHIRE, UNITED KINGDOM, SK10 4HD (**Supplier**)

(2) [.....] incorporated and registered in [.....] with company number [.....] whose registered office is at [.....] (**Customer**)

BACKGROUND

(A) The Supplier is in the business of providing the Available Services.

(B) The Customer wishes to obtain and the Supplier wishes to provide the Available Services on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement:

Active User: means a user established on the Software with a designation of “active,” as determined by Customer.

Affiliate: means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.

Applicable Laws: all applicable laws, statutes, regulation and codes from time to time in force.

Available Services: the services as set out in [Schedule 1](#).

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

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in [Clause 8.1](#).

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer's Content: means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, documents, or URLs created and/or introduced by Client or its Affiliates that reside in the Software.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to [Clause 6.1\(d\)](#).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment).

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

Mandatory Policies: the Customer's business policies and codes attached in [Schedule 4](#), as amended by notification to the Supplier from time to time.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Reference Charges: the standard charges for the Available Services or the framework for calculating them as set out in [Schedule 3](#).

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a detailed plan, agreed in accordance with [Clause 3](#), describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in [Schedule 2](#).

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Works: the Available Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the Works.

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

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

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

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 A reference to **writing** or **written** includes fax and email.

1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

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

2. COMMENCEMENT AND DURATION

2.1 This agreement shall commence on the date on which both parties sign the agreement and shall continue, unless terminated earlier in accordance with Clause 15 (Termination), until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than 3 months before the notified termination date and shall expire on the completion of all Statements of Work entered into before the date on which it is served.

2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under [Clause 2.1](#), such notice shall terminate this agreement with immediate effect.

2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under [Clause 2.1](#).

2.4 The Customer may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to [Clause 3](#) (Statements of Work).

2.5 The Supplier shall provide the Works from the date specified in the relevant Statement of Work.

3. STATEMENTS OF WORK

3.1 Each Statement of Work shall be agreed in the following manner:

(a) the Customer shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;

(b) following receipt of the information requested from the Customer the Supplier shall, as soon as reasonably practicable either:

(i) inform the Customer that it declines to provide the requested Available Services; or

(ii) provide the Customer with a draft Statement of Work.

(c) if the Supplier provides the Customer with a draft Statement of Work pursuant to [Clause 3.1\(b\)\(ii\)](#), the Supplier and the Customer shall discuss and agree that draft Statement of Work; and

(d) both parties shall sign the draft Statement of Work when it is agreed.

3.2 Unless otherwise agreed, the SoW Charges shall be calculated in accordance with the Reference Charges.

3.3 The Supplier may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Supplier's daily fee rates as set out in [Schedule 3](#).

3.4 Once a Statement of Work has been agreed and signed in accordance with [Clause 3.1\(d\)](#), no amendment shall be made to it except in accordance with [Clause 8](#) (Change control) or [Clause 19](#) (Variation).

3.5 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. Not used.

5. SUPPLIER'S RESPONSIBILITIES

5.1 The Supplier shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.

5.2 The Supplier shall use reasonable endeavours to meet any performance dates or Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.

5.3 The Supplier shall appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Supplier on all matters relating to the relevant Works (including by signing Change Orders). The Supplier shall use all reasonable endeavours to ensure that the same person acts as the Supplier's manager throughout the term of the relevant Statement of Work, but may replace that person from time to time where reasonably necessary in the interests of the Supplier's business.

5.4 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it under [Clause 6.1\(e\)](#) and which are set out in [Schedule 4](#), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Works;

(b) appoint a manager in respect of the Works to be performed under each Statement of Work, such person as identified in the Statement of Work. That person shall have authority to contractually bind the Customer on all matters relating to the relevant Works (including by signing Change Orders);

(c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as [reasonably] required by the Supplier including any such access as is specified in a Statement of Work;

(d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete in all material respects;

(e) inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises. The Customer's requirements in this regard are set out in [Schedule 4](#). If the Customer wishes to make a change to those requirements which will materially affect provision of the Works, it can only do so via the change control procedure set out in [Clause 8](#) (Change control);

(f) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements.

(g) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment [insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment], in all cases before the date on which the Works are to start;

(h) keep, maintain and insure the Supplier's Equipment in accordance with the Supplier's instructions from time to time and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

6.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

7. NON-SOLICITATION AND EMPLOYMENT

7.1 Except in respect of any transfer of employees of the Supplier to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) the Customer shall not, without the prior written consent of the Supplier, at any time from the date on which any Works commence to the expiry of six months after the completion of such Works, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of such Works.

7.2 Any consent given by the Supplier in accordance with [Clause 7.1](#) shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee[, consultant or subcontractor].

8. CHANGE CONTROL

8.1 Either party may propose changes to the scope or execution of the Works but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Works;
- (b) the SoW Charges;
- (c) the timetable for the Works; and
- (d) any of the other terms of the relevant Statement of Work.

8.2 If the Supplier wishes to make a change to the Works it shall provide a draft Change Order to the Customer.

8.3 If the Customer wishes to make a change to the Works:

- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and

(b) the Supplier shall, as soon as reasonably practicable after receiving the information at [Clause 8.3\(a\)](#), provide a draft Change Order to the Customer.

8.4 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work; or
- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in [Clause 29](#) (Multi-tiered dispute resolution procedure).

8.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to [Clause 8.3](#) on a time and materials basis at the Supplier's daily rates specified in [Schedule 3](#).

9. CHARGES AND PAYMENT

9.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the SoW Charges.

9.2 Where the SoW Charges are calculated on a time and materials basis:

- (a) the Supplier's daily fee rates for each individual person as set out in [Schedule 3](#) are calculated on the basis of an eight-hour day, worked during Business Hours;
- (b) the Supplier shall be entitled to charge an overtime rate of 50% of the daily fee rate set out in [Schedule 3](#) on a pro rata basis for any time worked by individuals whom it engages on the Works outside Business Hours; and
- (c) the Supplier shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Supplier shall indicate the time spent per individual in its invoices.

9.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of

Work.

9.4 The SoW Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works; and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Works as such items and their cost are set out in the Statement of Work.

9.5 The Supplier may increase the Reference Charges and any SoW Charges not calculated in accordance with the Reference Charges on an annual basis with effect from each anniversary of the date of this agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the date of this agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.6 Any increase in the Reference Charges shall affect:

- (a) the SoW Charges (to the extent that they are calculated in accordance with the Reference Charges) in Statements of Work in force at the date the increase takes effect; and
- (b) the calculation of the SoW Charges for Statements of Work entered into after the date the increase takes effect.

9.7 The Supplier shall invoice the Customer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.

9.8 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

9.9 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:

- (a) the Customer shall 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 the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) the Supplier may suspend part or all of the Works until payment has been made in full.

9.10 All sums payable to the Supplier under this agreement:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. INTELLECTUAL PROPERTY RIGHTS

10.1 In relation to the Deliverables:

- (a) the Supplier and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;
- (b) the Supplier grants the Customer, or shall procure the direct grant to the Customer, a non-exclusive licence to use the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Works and the Deliverables in its business; and
- (c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in [Clause 10.1\(b\)](#):
 - (i) to its Affiliates and customers; and
 - (ii) subject to their entering into appropriate confidentiality undertakings, to third parties for the purpose of the Customer's receipt of services similar to the Works.

10.2 In relation to the Customer Materials, the Customer:

(a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and

(b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Works to the Customer.

10.3 The Supplier:

(a) warrants that the receipt, use and onward supply of the Works and the Deliverables by the Customer and its permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party;

(b) shall, subject to [Clause 14.5](#), indemnify the customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other [reasonable] professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt, use or onward supply of the Works and Deliverables.

(c) shall not be in breach of the warranty at [Clause 10.3\(a\)](#), and the Customer shall have no claim under the indemnity at [Clause 10.3\(b\)](#) to the extent the infringement arises from:

- (i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;
- (ii) any modification of the Works or any Deliverable, other than by or on behalf of the Supplier; and
- (iii) compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Supplier shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

10.4 The Customer:

(a) warrants that the receipt and use in the performance of this agreement by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

(b) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

10.5 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this [Clause 10](#), the Indemnified Party shall:

(a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at [Clause 10.3\(b\)](#) or [Clause 10.4\(b\)](#) (as applicable) (**IPRs Claim**);

(b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, 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;

(c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

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

11. COMPLIANCE WITH LAWS AND POLICIES

11.1 In performing its obligations under this agreement, the Supplier shall comply with:

(a) the Applicable Laws; and

(b) the Mandatory Policies, provided that the Customer shall give the Supplier not less than three months' notice of any change to such policies.

11.2 Changes to the Works required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in [Clause 8](#) (Change control).

12. DATA PROTECTION

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This [Clause 12](#) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the customer is the controller and the Supplier is the processor. Schedule 5 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

12.3 Without prejudice to the generality of [Clause 12.1](#), the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.

12.4 Without prejudice to the generality of [Clause 12.1](#), the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a personal data breach;

(g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this [Clause 12](#) [and allow for audits by the Customer or the Customer's designated auditor of such records and information] and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

12.5 The Customer consents to the Supplier appointing a third-party processor of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this [Clause 12](#) and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this [Clause 12](#).

12.6 Either party may, at any time on not less than 30 days' notice, revise this [Clause 12](#) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when

replaced by attachment to this agreement).

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by [Clause 13.2\(a\)](#).

13.2 Each party may disclose the other party's confidential information:

(a) to 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 shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this [Clause 13](#); and

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

13.3 No party shall use 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.

14. LIMITATION OF LIABILITY

14.1 The Supplier has obtained suitable insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

14.2 References in this [Clause 14](#) to liability include every kind of liability arising under or in connection with this agreement including [but not limited to] liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.4 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.5 Subject to [Clause 14.4](#), the Supplier's total liability to the Customer shall not exceed the amount paid under this Agreement to the Supplier.

14.6 This *clause* sets out specific heads of excluded loss and exceptions from them:

(a) subject to [Clause 14.4](#), the types of loss listed in [Clause 14.6\(c\)](#) are wholly excluded by the parties, but the types of loss and specific losses listed in [Clause 14.6\(d\)](#) are not excluded.

(b) If any loss falls into one or more of the categories in [Clause 14.6\(c\)](#) and also falls into a category, or is specified, in [Clause 14.6\(d\)](#), then it is not excluded.

(c) The following types of loss are wholly excluded:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

(d) The following types of loss and specific loss are not excluded:

- (i) sums paid by the Customer to the Supplier pursuant to this agreement, in respect of any Works not provided in accordance with the applicable Statement of Work;
- (ii) wasted expenditure;
- (iii) additional costs of procuring and implementing replacements for, or alternatives to, Works not provided in accordance

with the applicable Statement of Work. These include but are not limited to consultancy costs, additional costs of management time and other personnel costs, and costs of equipment and materials;

(iv) losses incurred by the Customer arising out of or in connection with any third-party claim against the Customer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Customer.

14.10 The Supplier has given commitments as to compliance of the Services with relevant specifications in [Clause 5.1](#). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

14.11 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;

(d) 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 any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [Clause 15.1\(c\)](#) to [Clause 15.1\(i\)](#) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.2 For the purposes of [Clause 15.1\(a\)](#) **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

(a) a substantial portion of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15.3 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) there is a change of Control of the Customer.

16. CONSEQUENCES OF TERMINATION

16.1 On termination or expiry of this agreement:

(a) all existing Statements at Work shall terminate automatically;

(b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(c) the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and

(d) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works.

16.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

16.3 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.

17. FORCE MAJEURE

17.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) 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);

(h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

(i) interruption or failure of utility service.

17.2 Provided it has complied with [Clause 17.4](#), if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

17.4 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

18. ASSIGNMENT AND OTHER DEALINGS

18.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

18.2 The Supplier may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that the Supplier gives prior written notice of such dealing to the Customer.

19. VARIATION

Subject to [Clause 8](#) (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. WAIVER

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

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

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

21. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

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

22.2 If any provision or part-provision of this agreement is deemed deleted under [Clause 22.1](#) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. ENTIRE AGREEMENT

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

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

24. CONFLICT

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

25. NO PARTNERSHIP OR AGENCY

25.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

26. THIRD PARTY RIGHTS

26.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

27. NOTICES

27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified in the Statement of Works.

27.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this [Clause 27.2\(c\)](#), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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

28. COUNTERPARTS

28.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

28.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Customer and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute. If for any reason they are unable to resolve the

Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.

29.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under [Clause 31](#) which clause shall apply at all times;

29.3 If the Dispute is not resolved within 28 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of days, or the mediation terminates before the expiration of the said period of days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause [Clause 31](#).

30. GOVERNING LAW

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

31. JURISDICTION

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

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

SCHEDULE 1

AVAILABLE SERVICES

Cornerstone OnDemand Implementation Services

Business Process Analysis
Portal Assessment
Governance Workshops
Project & Programme Management

Cornerstone OnDemand Implementation Services

- Recruitment
- Onboarding
- Learning
- Performance
- Succession
- Compensation
- Careers
- Core HR
- Extended Enterprise

Cornerstone OnDemand Technical Services

Business Process Analysis (incl. Technical Documentation)
Solution Architecture & Design
Technical Project Management

Cornerstone OnDemand technical services:

- Custom Login Pages UX/UI design & implementation
- Welcome Pages UX/UI design & implementation
- Single Sign On /Outbound Single Sign On
- Inbound /Outbound flat files data feeds
- Master & Historical data loads (Learning, Performance, Recruitment)

eSQEP Competency Assurance Application Implementation Services

- Skills & Competency Matrix

- Competency Assurance Verification Process
- SQEPpay UK Cloud Payroll SaaS Software Implementation**

Other Technical Services

Custom Integrations between Cornerstone OnDemand and other applications, e.g.:

- User & OU HRIS & Payroll Integrations
- Career sites platforms
- Content providers connectors
- Any client specific custom integrations

SCHEDULE 2 STATEMENT OF WORK TEMPLATE

1. Work Order Details:

W.O. # 0000XX
W.O. Effective Date Date of last signature below
W.O. Start Date DD MMM YYYY
W.O. Term/End Date DD MMM YYYY

Client Name:
Requested by:
Contact details:

This form is being submitted in connection with and subject to the Master Services Agreement by and between SQEPtech Ltd ("SQEPtech") and Client (the "Agreement"). Capitalised terms used, but not otherwise defined, herein shall have the same meaning assigned to those terms in the Master Services Agreement.

2. Deliverables

Phase	SQEPtech Deliverables	Client Deliverables
Build Prototype	Week One: - Collect any client process documentation (via completed process Questionnaire) - Prepare prototype configuration of the Live portal based upon client response to process Questionnaire - Project initiation call with client. Confirm project scope with client project team - Identify and communicate to client the most important online courses for the project scope - Create meeting schedule for project lifecycle - Establish and document project controls and processes for status reporting, issue resolution, and risk management processes - Schedule kickoff meeting - Communicate requirement to complete Organizational Units, Security preferences and training - Complete remote kick-off meeting	Weeks One: - Complete process questionnaire (if not already completed) - Provide branding and marketing requirements (if not already provided through questionnaire) - Deliver documented performance processes including process maps and supporting forms or documentation (if not already provided through questionnaire) - Deliver documented succession processes including process maps and supporting forms or documentation (if not already provided through questionnaire) - Deliver documented compensation processes including process maps and supporting forms or documentation (if not already provided through questionnaire) - Deliver documented recruiting processes including process maps and supporting forms or documentation (if not already provided through questionnaire)

Phase	SQEPtech Deliverables	Client Deliverables
	- Review technical projects in-scope - Deliver technical projects questionnaires - Deliver technical documentation (data design documents and templates) - Implementation Consultant schedules and leads Organizational Unit Workshop Week Two: - Deliver the Project Plan to Client - Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops - Complete options for any additional training that has been purchased - Review prototype with client - Deliver client tool kit for success - Comp Only - Load Salary Data (In Pilot post copy down)	- Deliver documented onboarding process including process maps and supporting forms or documentation - Deliver Cornerstone HR use cases and form approval workflows, and provide examples of currently used or proposed forms - Deliver documented social collaboration requirements, workflow and set up (if not already provided through questionnaire) - Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation (if not already provided through questionnaire) - Provide external user approval workflows (if not already provided through questionnaire) - Provide external training requirements (if not already provided through questionnaire) - Client completes administrator training as prescribed in the training plan - Participates in remote kick-off meeting - Assemble project team - Define measures of project success - Attend technical project kickoff calls - Provide organization chart(s) to assist in designing Organization Unit structure - Provides sample user profile record and definition - Client content provider listing and courses - Provide use case scenarios to model recommended configuration Week Two: - Attend remote sessions - Confirm Project Plan - Confirm meeting schedule - Take online training as needed - Complete design specifications for technical projects in scope.
Proof of Concept	Week Three: - Technical follow up meeting - Prep work for Proof of Concept sessions Week Four: - Conduct Proof of Concept sessions to review initial portal configuration - Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions - Scope of updates will be limited to: - Configure for Connect Module	Week Three: - Attend remote sessions - Complete administrator training as prescribed in the training plan Week Four: - Attend Proof of Concept remote sessions - Create customized acceptance test scripts - Complete administrator training as prescribed in the training plan - Complete setup in live portal including:

Phase	SQEPtech Deliverables	Client Deliverables
	- One (1) Community, one (1) Knowledge Bank Topic, examples of all posting types, examples of all membership types, badges and feedback, one (1) dynamic team - Configure for Learning Module - Platform preferences, email triggers - eLearning (SCORM/AICC) content load (1 course) and one (1) Level 1 evaluation - One (1) instructor-led training example - One (1) curriculum - One (1) material - One (1) video - One (1) proxy enrollment - One (1) test - One (1) training request form - One (1) approval workflow - Configure for Performance Module - Platform preferences, one (1) development plan template, one (1) review template, one (1) task - Configure for Compensation Module - Compensation preferences, email triggers, custom fields, one (1) template, one (1) tasks - One (1) compensation salary structure, one (1) adjustment guideline, one (1) share price - Configure for Extended Enterprise Module - One (1) self-registration group configured - Shopping cart and billing example - Configure for Recruiting Module - Job requisition and template example (1) - Assessment question example (1) - Application workflow example (1) - Career site example (1) - Configure sample data in pilot portal for Succession Module - Create one (1) succession metric for succession plans, one (1) succession template, one (1) task - Configure sample data in pilot for Onboarding module - If not available, create one (1) Job requisition and template example - As required, create one (1) extension and one (1) onboarding welcome page - As required, create onboarding learning curriculum/ Community (provided modules available) - Question and forms - Create one (1) Onboarding workflow for internals and (1) workflow for externals	- Global Configurations - emails triggers, security roles, welcome page, preferences - Language translations, as necessary - Configuration of additional client security roles Learning Module - Load eLearning course content and materials - Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications - Test content launching, tracking, and completion Connect - Load postings, creates topics created, assembles communities, and assigns community managers Performance Module - Create goals, competencies, competency models, development plans, review questions, review templates, tasks Succession Module - Create succession metrics for succession plans, succession templates and tasks - Create career center preferences and data for resumes, questions, and location bank Compensation Module - Create compensation salary structure, adjustment guidelines, share prices, templates, and tasks Extended Enterprise Module - Configure Extended Enterprise self-registration groups - Set shopping cart and billing preferences Recruiting Module - Create job requisition templates, job requisitions, and assessment questions - Create application workflows, configure career sites Onboarding Module - Create questions, forms and workflows - As required, create onboarding navigation Cornerstone HRs, extension and welcome pages - As required, set up onboarding curriculum / Community (provided modules available) Cornerstone HR Module - Create employee questions, forms and workflows - Create custom OUs as required - Create custom Fields to host employee data - Create self-service custom pages or incorporate Cornerstone HRs into welcome pages (if required) - Complete and implement technical projects in scope.

Phase	SQEPtech Deliverables	Client Deliverables
	• Configure sample data in pilot portal for Cornerstone HR Module ◦ Create custom Form workflows appropriate for client's use cases ◦ Creation of up to 3 Forms for Cornerstone HR. ◦ Provide virtual training (8 hours) to review the configurations and best practices with Cornerstone HR forms setup including employee data self-service areas within the portal ◦ Create custom OUs as required ◦ Provide guidance on custom Fields to host employee data • Deliver sample test scripts • Submit request for Client Success Manager • Deliver process maps for majority process • Configure Forms Functionality and assist client in the creation of up to (3) three forms. • Enable Effective Dating configurations and preferences	• Configuration of additional Forms • Configuration and understanding of data entry points for Effective Dating
Validate & Launch	Week Five: • Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT • Copy pilot to stage if you need to preserve Historic Data • Discuss User Acceptance Testing including test scripts and participants during on-site User Acceptance Testing workshop • Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager) • Solidify configuration with client in preparation for User Acceptance Testing in pilot • Complete technical projects in scope: Week Six through Seven: • Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager) • Triage (categorize and prioritize) reported issues and address prior to go-live • Finalize integration projects in production • Support Client during testing and validation Week Eight: • Complete Client Success Manager handoff • Technical Projects • Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)	Week Five: • Attend follow-up remote sessions • Attend User Acceptance Testing workshop • Create and complete user acceptance test scripts Week Six through Seven: • Attend all User Acceptance Testing calls • Review UAT feedback with Implementation team • Make corrections or configuration changes based on UAT findings in Live portal • Test system interfaces end-to-end • Populate specific test data like tasks and users • Create and complete client-specific test assessment template Week Eight: • Attend Client Success Manager transition meeting • Client makes configuration adjustments on Pilot and Live portals • Update Live portal configuration based on testing feedback • Post Live issue remediation (partner with Client Success Manager to assist) • Client Go-Live

Phase	SQEPtech Deliverables	Client Deliverables
	- Obtain named care admins from client - Support Client during testing and validation - SOW Review with Client Success Manager - Close out any open issues/items for Go Live - Client Go-Live - Discuss post live survey with client - Schedule and execute final Historical Data Loads - Conduct project close out	

TECHNICAL SERVICES

**** NOTE**** - technical services will be added based on specific requirements and modules purchased

3. Investment

Project Components			Investment
REF.	Description	Rate/Hour	Line Total
			XXX GBP
	Total Investment		XXX GBP

SCHEDULE 3 REFERENCE CHARGES AND PAYMENT TERMS

Projects and predefined work: defined as fixed cost based on requirements and captured in each Statement of Work

Payment terms: 30 days

SCHEDULE 4 MANDATORY POLICIES

The Mandatory Policies are:

- [Modern Slavery and Human Trafficking Policy].
- [Corporate and Social Responsibility Policy].
- [Data and Privacy Policy].
- [Ethics and Anti-Bribery Policy].

- [Security Policy].

SCHEDULE 5 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. DEFINITIONS

“Data Controller” Has the meaning given to ‘Data Controller’, or ‘Controller’ as appropriate, in the Data Protection Laws;

“Data Breach” Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

“Data Processor” Has the meaning given to ‘Data Processor’, or ‘Processor’ as appropriate, in the Data Protection Laws;

“Data Protection Laws” Means any and all laws, statutes, enactments, orders or regulations or other similar instruments of general application and any other rules, instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable the Data Protection Act 2018, the Data Protection Bill, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC

Directive) Regulations 2003 (SI 2426/2003) and the GDPR (Regulation (EU) 2016/679), as amended or superseded;

“GDPR” Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from the time to time;

“Personal Data” Has the meaning given in the Data Protection Laws.

2. DATA PROCESSING

Where Supplier, pursuant to this Agreement, processes Personal Data on behalf of the Customer, Supplier acknowledges that the Customer is the Data Controller and the owner of such Personal Data, and that Supplier is the Data Processor.

3. COMPLIANCE WITH DATA PROTECTION LAWS

The Data Processor warrants that it has complied, and shall continue to comply, with the requirements of the applicable Data Protection Laws and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Agreement.

4. GROUNDS FOR PROCESSING

The Data Controller shall, for all categories of personal data (including special categories) processed under this Agreement, either:

- a) obtain the consent of the data subject to the processing; or
- b) confirm the ground upon which the Personal Data is being processed.

The Data Controller shall indemnify the Data Processor against all liabilities, costs, expenses, damages and losses (including reasonable professional costs and expenses) suffered or incurred by the Data Processor as a result of the Data Controller’s breach of its obligations pursuant to paragraph above.

5. DATA PROCESSING OBLIGATIONS

In respect of any Personal Data to be processed by the Data Processor pursuant to this Agreement for which the Customer is Data Controller, the Data Processor shall:

- a) have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk;
- b) not engage any new sub-processor without giving notice of at least 30 days in advance of providing that new sub-processor with access to Customer Data. A list of current sub-processors can be found at 7
- c) ensure that each of the Data Processor's employees, agents, consultants, subcontractors and sub-processors are made aware of the Data Processor's obligations under this Schedule and enter into binding obligations with the Data Processor to maintain the levels of security and protection required under this Schedule. The Data Processor shall ensure that the terms of this Schedule are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Data Processor under this Schedule. The Data Processor shall at all times be and remain liable to the Customer for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Data Processor under this Schedule;
- d) process that Personal Data only on behalf of the Customer in accordance with the Customer's instructions and to perform its obligations under this Agreement or other documented instructions and for no other purpose save to the limited extent required by law;
- e) Upon the request of the Customer, within 30 days of expiry or termination of this agreement, Supplier shall make available to the Customer for download a full and complete file of the Customer Data. After the expiry of the 30-day period, Supplier shall, unless required otherwise by law, delete all of the Customer Data in its systems or otherwise in its possession or control;
- f) ensure that all persons authorised to access the Personal Data are subject to obligations of confidentiality and receive training to ensure compliance with this Agreement and the Data Protection Laws;
- g) make available to the Customer all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this Schedule and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; provided that, in respect of this provision the Data Processor shall immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws;
- h) taking into account the nature of the processing, provide assistance to the Customer, within such timescales as the Customer may require from time to time, in connection with the fulfilment of the Customer's obligation as Data Controller to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- i) provide the Customer with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Customer, taking into account the nature of the processing and the information available to the Data Processor;
- j) notify the Customer in writing within 72 hours about:
- k) any Data Breach or any accidental loss, disclosure or unauthorised access of which the Data Processor becomes aware in respect of Personal Data that it processes on behalf of the Customer;
- l) any request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited);
- m) any access request or complaint received directly from a data subject (without responding other than to acknowledge receipt).
- n) maintain a record of its processing activities in accordance with Article 30 of the GDPR; and

- o) indemnify the Customer against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer or for which it may become liable as a result of or in connection with any failure of the Data Processor, its employees, agents, consultants, subcontractors or sub-processors to comply with this Schedule.

The Data Processor shall, at the Customer's expense to be calculated based upon the Data Processor's standard hourly charge out rates:

- a) deal promptly and properly with all enquiries or requests from the Customer relating to the Personal Data and the data processing activities, promptly provide to the Customer in such form as the Customer may request, a copy of any Personal Data requested by the Customer; and
- b) assist the Customer (where requested by the Customer) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Personal Data.

6. INTERNATIONAL DATA TRANSFERS

In respect of any Personal Data to be processed by a party acting as Data Processor pursuant to this Agreement for which the other party is Data Controller, the Data Processor shall not transfer the Personal Data outside the EEA or to an international organisation without:

- a) obtaining the written permission of the Data Controller;
- b) ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Personal Data in accordance with the Data Protection Laws;
- c) notifying the Data Controller of the protections and appropriate safeguards in clause 5; and
- d) documenting and evidencing the protections and appropriate safeguards in clause 5 and allowing the Data Controller access to any relevant documents and evidence.

Customer	SQEPtech Ltd
Signature:	Signature:
Name:	Name: Roberta King
Title:	Title: CEO & Co-founder
Date:	Date: