

This Master Services Contract ("MSA"), dated xx xx 2026 is issued pursuant to and incorporates the terms for Products and Services between Fusion Practices Limited and XXX University ("XXX"), a Higher Education Corporation in England having its registered office at XXX XXX, United Kingdom and Fusion Practices Limited having its registered office at 24 St John St, Barbican, London EC1M 4AY, United Kingdom ("FPL").

Definitions

"Customer" also known as Client means a third party customer of Fusion Practices that is entitled to use the Service pursuant to a Solution Agreement.

"Supplier" means Fusion Practices

"Customer Data" means all electronic data or information submitted by Customer or by Fusion Practices on behalf of Customer to the Service.

"Feature Listing" means the features and functionality of the Service as described in any online user or technical documentation, made available and updated from time to time.

"Instance" means an account linked to the Service within the Service to manage a specific Customer's data and implementation of the Service.

"Purchase Authorisation Schedule" means the ordering documents representing the initial purchase of the Service as well as any renewals or subsequent purchases agreed to between the parties in writing from time to time, that are executed hereunder and deemed incorporated into Schedule A from time to time and that specify, among other things, the number of subscriptions ordered, the Subscription Start Date, the Subscription Term and the applicable fees.

"Service" means the online platform developed and currently hosted by Fusion Practices which enables customers to manage their pre-awards processes.. The Platform and Service is currently known as GrantsNow.

"Solution Agreement" means the agreement by and between Fusion Practices and Customer pursuant to which the Customer may use the Service

"Subscription Start Date" means the date that the Customer is notified (via email) by Supplier that the Service is ready for use by the Customer and Instances for Users have been created pursuant a Purchase Authorisation Schedule.

"Subscription Term" means the period of use specified in the Purchase Authorisation Schedule, or if none is specified 12 months from the Subscription Start Date, or any extension thereto.

"User Subscription" means the fees and charges which Customer is charged for use of the Service during the Subscription Term together with any additional fees which may be due under this Agreement.

"Users" means Customer's employees, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by Customer or by Fusion Practices.

1. SERVICE

Provision of Service. During the Subscription Term, Fusion Practices grants to Customer a limited, personal, non-exclusive, non-transferable, time limited, non-sub-licensable right to access and use the Service, identified in any and all Purchase Authorisation Schedules executed pursuant this Agreement, in accordance with the terms of this Agreement

Backups. The Service will be subject to on-site backups every business day (recycled after one year).

Availability. The Service is intended to be available 24 hours a day, 7 days a week except for: (a) any planned downtime which includes weekly maintenance every Sunday between the hours of 3:00a.m. GMT to 9:00a.m GMT (the "Standard Maintenance Window"), (b) emergency maintenance if deemed necessary and (c) down time caused by an event of force majeure. Fusion Practices will use commercially reasonable efforts to notify Customer four (4) days in advance of downtime planned for a Standard Maintenance Window.

Change of Hosting Provider. Fusion Practices reserves the right to change the Hosting Provider to another party within the EU, by notifying the customer 90 days in advance.

Fusion Practices host GrantsNow on the Oracle PaaS Cloud Service. Therefore the Service Levels are as follows: <https://docs.oracle.com/enus/iaas/Content/General/Reference/servicelevelobjectives.htm>

Acceptable Use Policy: The Service is provided in a shared hosted environment. Fusion Practices reserves the right to introduce or modify any Acceptable Use Policy which it deems reasonable in order to preserve the benefits of the Service for all users generally by giving 14 days written notice. In the event that a user of the Service is in Fusion Practices' reasonable opinion using the Service in a way that is using abnormal resources and is detrimental to other users, then Fusion Practices may contact the user, explain the problem and the user will promptly take such action as is necessary to cease or reduce the activity which is causing the degradation of the Service for other users.

2. RESPONSIBILITIES AND USE OF THE SERVICE

Fusion Practices shall be responsible for:

- 2.1. providing Customer with an Instance of GrantsNow for the modules specified in the Statement of Work "SOW"
- 2.2. providing support consisting of telephone help desk or online support to the Customer's two designated support contacts
- 2.3. using all reasonable efforts to maintain the security and integrity of the Service and the Customer Data, and
- 2.4. not disclosing the Customer Data to any third party, other than Fusion Practices and its hosting provider.
- 2.5. Clarification of Fusion Practices Responsibility. Notwithstanding anything else in this Agreement, Fusion Practices shall have no responsibility for:
- 2.6. any acts or omissions of Customer's employees, agents, contractors or representatives that result in failure of or disruption to the Service ,
- 2.7. Customer's or end user's own equipment, phones or data lines which are used to access the Service
- 2.8. the accuracy, quality, integrity, legality, reliability, and appropriateness of any Customer Data.
- 2.9. Customer Responsibilities. Customer shall be responsible for:

- 2.10. All activities that occur under Customer's User accounts,
- 2.11. use commercially reasonable efforts to prevent unauthorised access to, or use of, the Service, and notify Fusion Practices promptly of any such unauthorised use,
- 2.12. identify two Customer representatives who will serve as Customer's sole representatives for interacting with Fusion Practices 'customer support,
- 2.13. comply with all applicable laws in using the Service, and
- 2.14. abide by any Acceptable Use Policy which may be implemented.
- 2.15. Use Restrictions. Customer shall use the Service solely for business purposes relating to its own organisation as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Service; or (iii) except as permitted by law, decompile, engineer, modify or derive source code from any software which forms part of the Service.
- 2.16. Acceptable Use Policy. Fusion Practices reserves the right to introduce an Acceptable Use Policy designed to benefit the smooth running of the Service for all users and to prevent any behaviour, which may discredit or degrade the Service.

3. TERM AND TERMINATION

- 3.1. Term of Agreement. This Agreement will commence upon the Effective Date and continues until all the Subscription Term(s) and any extensions thereto granted in accordance with this Agreement have expired or been terminated.
- 3.2. Term of Subscription Term. Unless otherwise set forth in the Purchase Authorisation Schedule issued by Fusion Practices and signed by Customer, User Subscriptions to the Service shall commence on the Subscription Start Date and shall continue for the Subscription Term specified in the Purchase Authorisation Schedule. Subscription Terms shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless either party gives notice of termination to the other at least thirty (30) days prior to the end of the relevant Subscription Term.
- 3.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 3.4. Survival of Termination. Sections 5, 6 and 10 shall survive termination of this Agreement.
- 3.5. Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Fusion Practices prior to the effective date of termination.
- 3.6. Destruction of Customer Data. The Customer Instance shall be disconnected upon termination of this Agreement and backup activities on the Instance shall cease as of such date. Customer Data will remain on tape for a period of sixty (60) days from date of backup through complete deletion. Upon written request by the Customer Fusion Practices may notify Customer when the Instance has been deleted.

4. OWNERSHIP

- 4.0. Intellectual Property. Customer shall make no claim to title or ownership of any intellectual property rights including, without limitation, any patent, trademark, copyright or intellectual or industrial property right, relating to the Service and software used in support thereof. Customer expressly acknowledges that it does not have and shall not, by virtue of this Agreement, acquire any proprietary rights whatsoever of any kind in or over any adaptation, modification, derivation, addition or extension to the Service, whether made by Fusion Practices, Fusion Practices or Customer, and that Customer's sole right to the Service is as set forth in this Agreement. This Agreement does not authorise Customer to use Fusion Practices's name, Fusion Practices 'name or any of Fusion Practices's or Fusion Practices 'trademarks or those of its suppliers and/or licensors in any manner whatsoever, without prior written approval by Fusion Practices or Fusion Practices, as appropriate.

5. CONFIDENTIAL/PROPRIETARY INFORMATION AND DATA PROTECTION

- 5.0. Restrictions. The parties acknowledge that, in the course of their dealings, each party may acquire confidential Information of the other party. Neither party shall use or disclose any Confidential Information of the other party except as permitted by or in furtherance of the purposes of this Agreement. Confidential Information of a party will be maintained under secure conditions by the other party using reasonable security measures and in any event not less than the same security measures used by the receiving party for the protection of its own Confidential Information of a similar kind.
- 5.1. Definition of Confidential/Proprietary Information. As used herein, "Confidential Information" means trade secrets, the Customer Data, the Service and other non-public information of or concerning such party or its business, products, or services. With the exception of Customer Data, information will be considered to be Confidential Information if it (a) is marked as confidential, proprietary, or the equivalent, (b) is identified by the disclosing party as confidential or proprietary before, during, or promptly after the presentation, communication, or other disclosure thereof, or (c) reasonably should be understood to be confidential or proprietary based on the circumstances surrounding disclosure and/or the manner such information is treated in the industry. Notwithstanding the foregoing, information shall not be considered to be Confidential Information to the extent that it (i) is already known to the receiving party on a non-confidential basis at the time it is first obtained from the disclosing party, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) is rightfully received by the receiving party from a third party without restriction on use or disclosure, or (iv) was independently developed by the receiving party without the use of any Confidential Information of the disclosing party.
- 5.2. Compelled Disclosure. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing party's cost, if the disclosing party wishes to contest the disclosure.
- 5.3. Remedies. If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 6, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.
- 5.4. Data Protection. It is acknowledged by the parties that Fusion Practices is acting as a data processor (as such term is defined in the Data Protection Act 1998) on behalf of the Customer (being the Data Controller) and that Fusion Practices is also acting as a data processor. Fusion Practices will comply with all obligations imposed on it by the Data Protection Act 1998 or any amendments thereto. and will secure undertakings from Fusion Practices to do likewise. Fusion Practices will only act on Customer's instructions in relation to the processing of data under this Agreement. Fusion Practices will secure

similar undertakings from Fusion Practices in relation to the processing of Customer's data. Neither Fusion Practices nor Fusion Practices shall have any liability to Customer if such instructions should constitute a breach of this Agreement.

6. FEES AND PAYMENT

- 6.1. Service Fees. Customer shall pay all User Subscriptions specified in all executed Statements of Work or Purchase Authorisation Schedules hereunder and any other charges agreed between the parties. Except as otherwise provided, all amounts payable to Fusion Practices under this Agreement are stated and shall be paid in Great British Pounds (GBP). User Subscriptions are based on the population or user base governed by the Client. Fusion Practices reserves the right to amend the User Subscriptions on 30 days written notice should the population or user base change such that it would fall into a different price banding.
- 6.2. Payment. User Subscriptions will be invoiced in advance or as they become known or otherwise in accordance with the terms set forth in the relevant Purchase Authorisation Schedule. Unless otherwise stated in the Purchase Authorisation Schedule, all invoices are due net thirty (30) days from the invoice date. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify Fusion Practices in writing of its objection within ten (10) days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice which is not in dispute. Any undisputed amounts not paid within the period set forth above shall bear interest at a rate equal to the lower of ten percent (10%) per annum or the maximum rate of interest allowable under applicable law. All costs incurred for outside collection and related bank charges of overdue debts shall be paid by Customer. Prices are quoted exclusive of VAT and Customer shall pay any sales, use or other taxes of any nature, assessed upon or with respect to the Service which are imposed by any entity, but excluding taxes based on Fusion Practices' net income.
- 6.3. Suspension of Service. If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Fusion Practices reserves the right upon ten (10) days prior written notice to Customer, to suspend the Service, and the provision of consulting and training services under any other agreement, without liability to the Customer, until Customer pays all overdue amounts in full. Suspension of the Service shall not relieve Customer of its obligation to pay any fees for the Service or other amounts due to Fusion Practices nor shall it extend the Subscription Term.

7. LIMITED WARRANTY

- 7.1. Authority and Performance. Each party represents and warrants that (i) it has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement, and (ii) the performance of its obligations and its use of the Service will not violate any applicable laws, regulations, or cause a breach of any agreements with any third parties.
- 7.2. Warranty. Fusion Practices warrants that (i) the Service will operate in all material respects at least in accordance with the applicable Feature Listing as of the Subscription Start Date, and (ii) the Service will be available to customers for normal use for at least 99% of the time each quarter, excluding any downtime during a Standard Maintenance Window. In the event of any breach of the warranties under this Section 8.2, then subject to the remainder of this Section 8.2, Fusion Practices' sole and exclusive responsibility shall be for Fusion Practices to make all reasonable efforts to have any reported failure of the Service causing a breach of this warranty corrected as soon as practical. However, if within 10 business days, such defects are not corrected, then Customer's sole and exclusive remedy shall be to terminate this Agreement and to receive a refund of the prepaid fees. NO OTHER REMEDIES SHALL BE AVAILABLE TO CUSTOMER FOR BREACH OF WARRANTIES UNDER THIS SECTION 8.2.

- 7.3. Disclaimer Of All Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND FUSION PRACTICES DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT FUSION PRACTICES KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

- 8.0. Direct Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR LIABILITY ARISING FROM SECTIONS 6.1, 10.1 and 10.2, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY FOR ANY BREACH OR DEFAULT UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY BREACH OF ANY WARRANTY GIVEN BY FUSION PRACTICES UNDER THIS AGREEMENT) SHALL BE LIMITED TO THE AMOUNT OF SUCH PARTY'S DIRECT DAMAGES RESULTING FROM SUCH BREACH OR DEFAULT, NOT TO EXCEED THE AMOUNTS PAID TO FUSION PRACTICES BY CUSTOMER WITHIN THE LAST TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE OR IF THE AGREEMENT HAS BEEN RUNNING FOR LESS THAN 12 MONTHS, THEN THE ANNUALISED EQUIVALENT. WHERE CUSTOMER HAS A LIABILITY TO FUSION PRACTICES, THIS LIMITATION SHALL BE IN ADDITION TO ANY SUMS ALREADY INVOICED AND DUE TO FUSION PRACTICES.
- 8.1. Indirect Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS OR FAILURE TO REALISE SAVINGS OR OTHER BENEFITS) ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR THE OPERATION OR USE OF THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 8.2. Limitation of Action. Except for actions for non-payment or liability arising from Section 10, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.
- 8.3. Exclusion from Liability Limitation. Notwithstanding anything within this Agreement, neither party's liability: (a) for death or personal injury caused by its negligence or the negligence of its employees or agents; (b) for fraudulent misrepresentation; or (c) for any action that may not be excluded or limited by applicable law; is excluded or limited by this Agreement.

9. INDEMNIFICATION

9.1 Indemnification by Customer. Subject to the provisions of Section 9.3, Customer shall indemnify, defend and hold harmless Fusion Practices, Fusion Practices and its hosting provider, and any director, officer or employee thereof, against all costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against Fusion Practices, Fusion Practices and the hosting provider of the Service (if different) arising from Customer's use of the Service contrary to the terms of this Agreement or any applicable law.

9.2. Indemnification by Fusion Practices Subject to the provisions of Section 10.3, Fusion Practices shall indemnify, defend, and hold harmless Customer against any Action brought against Customer by a third party to the extent that the Action is based upon a claim that Customer's use of the Service in accordance with the terms of this Agreement infringes any copyright or patent in the European Union or misappropriates any trade secret, and Fusion Practices will pay those costs and damages finally awarded against Customer in any such Action that are specifically attributable to such claim or those costs and

damages agreed to in a monetary settlement of such Action made by Fusion Practices. If the Service becomes, or in Fusion Practices' opinion is likely to become, the subject of an infringement or misappropriation claim, Fusion Practices may, at its option and expense, either: (i) procure for Customer the right to continue using the Service, (ii) replace or modify the Service so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Service's functionality), or (iii) if (i) or (ii) are not commercially practicable despite Fusion Practices using commercially reasonable efforts, terminate this Agreement and pay to customer a sum equal to the total of any fees which Customer has paid to Fusion Practices during the twelve months prior to Fusion Practices' first notification to Customer that the Software may become subject to an infringement or misappropriation claim. Fusion Practices' obligations under this Section 10.2 shall constitute its only obligations in the event that any claim or action is brought against Fusion Practices alleging that the Software infringes, misappropriates, or otherwise violates the rights of any third party.

9.3 Notification and Cooperation. The obligations under this Section 10 are conditioned on: (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defence thereof and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in such defence.

10. GENERAL

- 10.0. **Miscellaneous.** To the extent that any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, it shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect. No failure or delay by either party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing signed by a duly authorised representative of the party issuing such waiver. Fusion Practices are entitled to promote the adoption of the GrantsNow software by the customer for marketing purposes, and this will not be unreasonably withheld by the customer at any time.
- 10.1. **Assignment.** This Agreement is binding upon the parties respective representatives, successors, and assigns; provided, however, neither party shall assign this Agreement without the prior written consent of the other party not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party shall be permitted to assign this Agreement upon thirty (30) days prior written notice in the event of change of control, corporate reorganisation, merger, acquisition or, divestiture of all or substantially all of such party's assets.
- 10.2. **Notices.** Any written notice required to be given to a party under this Agreement shall be given by personal delivery to such party, or mailed by registered or certified mail, return receipt requested, postage prepaid, or shipped by a nationally-recognised carrier, shipping prepaid, to such party at such party's address set forth at the beginning of this Agreement, or as subsequently notified in writing.
- 10.3. **Governing Law and Jurisdiction.** This Agreement will be interpreted and construed in accordance with the Laws of England and Wales and any legal action resulting from any dispute shall be heard in a court in England.
- 10.4. **Force Majeure.** Except for the obligation to make payments, neither party shall be liable for delays or breaches in its performance under this Agreement due to causes beyond its reasonable control, such as acts of vendors, acts of god, acts or omissions of civil or military authority, government priorities, fire, earthquakes, strikes or other labour problems, floods, epidemics, quarantine restrictions, riots, war, acts of terror, computer or telecommunications failures over which neither Fusion Practices nor its service providers have control, network intrusions or denial of service attacks and delays of transportation ("Force Majeure").

- 10.5. Entire Agreement. This Agreement, including all schedules and addenda hereto, along with all Purchase Authorisation Schedules executed hereunder, constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any of the terms or conditions of this Agreement conflict with any of the terms or conditions of any Schedule, then, unless otherwise provided herein, the terms and conditions of such Schedule will control solely with respect to the services covered by such Schedule.
- 10.6. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

11. DATA PROTECTION PARTICULARS

- 11.1. To the extent supplier may have access to Customer Data, the following data privacy clauses are incorporated into and form a part of the Contract by and between supplier and customer for the support services for this SAAS application provided by the supplier
- 11.2. OBLIGATIONS OF THE DATA PROCESSOR
- 11.3. Customer and Supplier acknowledge that, for the purposes of the Applicable Data Protection Law, Customer is the Data Controller and Supplier is the Data Processor. The Data Processor shall (a) process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of fulfilling its obligations under the Contract and in accordance with Customers instructions from time to time and shall not process Personal Data for any other purpose; (b) keep a record of any processing of Personal Data it carries out on behalf of Customer; (c) promptly comply with any request from Customer requiring the Data Processor to amend, transfer or delete Personal Data; (d), if the Data Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data or to either party's compliance with the Applicable Data Protection Law, immediately notify Client and provide Customer with full cooperation and assistance in relation to any such complaint, notice or communication; (e), at Customers request, provide to Customer a copy of all Personal Data held by it in the format and on the media reasonably specified by Customer; (f) not transfer Personal Data without the prior written consent of Customer; and (g) promptly inform Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable, and restore such Personal Data at its own expense.
- 11.6. DATA PROCESSOR'S EMPLOYEES
- 11.7. The Data Processor shall ensure that access to Personal Data is limited to (a) those employees who need access to Personal Data to meet the Data Processor's obligations under the Contract to provide support to the SAAS platform; and (b) in the case of any access by any employee, such part or parts of Personal Data as is strictly necessary for performance of that employee's duties. The Data Processor shall ensure that all employees (a) are informed of the confidential nature of Personal Data; (b) have undertaken training in the laws relating to handling Personal Data; and (c) are aware both of the Data Processor's duties and their personal duties and obligations under such laws and these Clauses. The Data Processor shall take reasonable steps to ensure the reliability of any of the Data Processor's employees who have access to Personal Data.
- 11.8. RIGHTS OF THE DATA SUBJECT

The Data Processor shall notify Client within two (2) working days if it receives a request from a Data Subject for access to that person's Personal Data. The Data Processor shall provide Client with full cooperation and assistance in relation to any request made by a Data Subject to have access to that person's

Personal Data. The Data Processor shall not disclose Personal Data to any Data Subject or to a third party other than at the request of Client or as provided for in these Clauses.

11.9. RIGHTS OF THE CLIENT

Client is entitled, on giving at least (two (2) days' notice to the Data Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Data Processor; however, the foregoing requirement to give notice will not apply if Client believes that the Data Processor is in breach of any of its obligations under these Clauses. contact@fusionpractices.com

11.10. WARRANTIES

The Data Processor warrants that (a) it will process Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and (b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure Client's compliance with the Applicable Data Protection Law. The Data Processor shall notify Client immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of Personal Data.

21.6 NON DISCLOSURE

21.6.1 CONFIDENTIAL INFORMATION

Confidential Information means any data or proprietary information of the client that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases.
- (iii) any plans, financial information, or projections, operations, estimates, business plans and performance results relating to the Client's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies.
- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognised as Confidential Information by the client.

The client and the supplier agree hereby that Confidential Information needs to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the supplier of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.



The supplier hereby acknowledge that the Confidential Information proprietary of the client has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

Executed by the parties hereto as an instrument

Fusion Practices Ltd.

Signature

Signature

Date:

Date:

Name: Anil Passi

Name:

Title: Director

Title: