

Master Services Agreement (MSA)

Master agreement governing all projects and managed services by Ostratto.

1.0 Parties & Structure

This Master Services Agreement ("Agreement" or "MSA") is entered into by and between Ostratto Ltd, a company incorporated in England and Wales with its registered office at 2440 The Quadrant, Aztec West, Bristol, BS32 4AQ, United Kingdom ("Ostratto", "we", "us", or "Provider"), and the customer identified on a Proposal/Estimate, Order Form, Statement of Work (SOW), or digital acceptance form that references this Agreement ("Customer").

This Agreement governs Customer's purchase of:

- Resold software and cloud subscriptions (e.g., Google Workspace, Zoho); and
- Professional and managed services (e.g., implementation, configuration, migration, training, support, managed devices, and security services) delivered by Ostratto.

Service-specific terms may be set out in Service Schedules attached to this Agreement and/or in Statements of Work. Proposals/Estimates and Order Forms incorporate and are governed by this Agreement.

2.0 Relationship with General Terms & Conditions (GTC)

2.1 Reference. This Agreement is to be read together with Ostratto's General Terms & Conditions (GTC) available at <https://www.ostratto.com/gtc> (as updated from time to time).

2.2 No Overlap. To avoid duplication, the GTC governs general commercial terms (including invoicing & payment methods, taxes, late payments, general termination rights unrelated to service-specific issues, and general limitations of liability) unless expressly varied by this Agreement.

2.3 Precedence. If there is any inconsistency:

- Service-specific matters (including subscription mechanics, scope of services, deliverables, acceptance, vendor-specific obligations, and service

levels) are governed by this Agreement and the relevant Service Schedule;
and

- General commercial terms are governed by the GTC.

3.0 Orders, SOWs and Changes

3.1 Ordering. Customer may order subscriptions and/or services via a ticket request, an Ostratto Order Form, Proposal/Estimate, or SOW referencing this Agreement. The document will state the scope, term, fees, and any service-specific assumptions.

3.2 SOWs. For project-based work, an SOW will describe requirements, milestones, fees, acceptance criteria, and Customer responsibilities. Templates are provided in Annex A.

3.3 Change Control. Any change to scope, timeline, or assumptions must be agreed in writing (email is sufficient) and may adjust fees and delivery dates accordingly.

4.0 Subscriptions Resold by Ostratto

4.1 Third-Party Vendors. Where Ostratto resells third-party subscriptions (e.g., Google, Zoho), Customer's use of such software/services is also subject to the vendor's own terms, policies, and SLAs. The relevant links are provided in the applicable Service Schedule.

4.2 Provisioning & Administration. Ostratto may assist with provisioning, configuration, and administration as described in an SOW or Service Schedule. Unless otherwise stated, the vendor provides the core software support and uptime under its SLA; Ostratto's support obligations are as defined in the applicable Support Plan or SOW.

4.3 Plans, Quantities & Renewals. Plan selections, licence quantities, billing frequency, renewals, and suspension/termination mechanics for each vendor are set out in the relevant Service Schedule and/or the GTC.

5.0 Professional & Managed Services

5.1 Scope. Services may include configuration, data migration, integration, training, advisory/consulting, ongoing support, managed services (including device and security management), and related deliverables, as set out in the Order Form or SOW.

5.2 Customer Responsibilities. Customer will provide timely access to personnel, systems, data, and environments; appoint a project lead; review/approve deliverables promptly; and maintain required vendor subscription tiers or prerequisites.

5.3 Delays. If Customer or its third parties delay inputs/approvals or do not meet prerequisites, timelines will extend on a like-for-like basis and Ostratto may charge for additional time/costs reasonably incurred.

5.4 Acceptance. Deliverables will be deemed accepted upon the earlier of: (a) Customer's written acceptance; (b) successful completion of acceptance tests; or (c) 10 business days after delivery if no material non-conformities are reported with reasonable detail.

6.0 Fees & Payment

6.1 Fees. Fees are set out in the Order Form, Proposal/Estimate, or SOW. Subscription fees may be charged in advance; services may be time-and-materials, milestone-based, or fixed-price as stated.

6.2 Invoicing & Payment Terms. As set out in the GTC, unless expressly varied in a Service Schedule or SOW.

6.3 Expenses. Reasonable, pre-approved travel and out-of-pocket expenses will be invoiced at cost.

7.0 Intellectual Property

7.1 Vendor IP. Third-party software and platforms remain the property of their respective vendors and are licensed to Customer under vendor terms.

7.2 Ostratto Deliverables. Unless otherwise stated in an SOW, Ostratto retains ownership of deliverables, tools, templates, and methodologies created or used in providing the services. Subject to full payment, Ostratto grants Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use such deliverables solely for Customer's internal business purposes.

7.3 Customer Materials. Customer retains ownership of all data, content, and materials it provides. Customer grants Ostratto a limited licence to use such materials solely to deliver the services.

7.4 Residuals. Ostratto may use general know-how, ideas, and skills retained in the unaided memory of its personnel, provided no Customer Confidential Information is disclosed.

8.0 Confidentiality & Data Protection

8.1 Confidentiality. Each party will protect the other's Confidential Information with at least reasonable care and use it only for purposes of this Agreement.

8.2 Data Protection. Where Ostratto processes Personal Data on behalf of Customer in providing the services, the parties will enter into a Data Processing Addendum (DPA) incorporating UK GDPR/UK Data Protection Act 2018 requirements. Vendor platforms process Personal Data under their own terms and privacy notices.

9.0 Warranties & Disclaimers

9.1 Services Warranty. Ostratto warrants that services will be performed with reasonable skill and care in accordance with good industry practice.

9.2 Software. Third-party software and cloud services are provided subject to the vendor's warranties and SLAs; Ostratto does not control vendor platforms and provides no additional warranties for them.

9.3 Disclaimer. Except as expressly stated, all conditions, warranties, or representations (express or implied) are excluded to the fullest extent permitted by law.

10.0 Indemnities

10.1 IP Indemnity (Ostratto Deliverables). Ostratto will defend Customer against third-party claims that Ostratto-owned deliverables (as supplied, unmodified) infringe UK intellectual property rights and will pay any resulting damages finally awarded or agreed in settlement, provided Customer promptly notifies Ostratto, grants control of the defence, and reasonably cooperates.

10.2 Customer Indemnity. Customer will defend Ostratto against claims arising from Customer data, instructions, or combinations not supplied by Ostratto; or Customer's breach of law or third-party terms.

10.3 Remedies. Ostratto may (at its option) modify or replace infringing deliverables, or refund the affected fees for the infringing item's most recent 12 months of use, in which case Customer will cease use of the affected item.

11.0 Liability

11.1 Exclusion. Neither party is liable for: loss of profit, revenue, business, goodwill, or any indirect or consequential loss.

11.2 Cap. Ostratto's aggregate liability under this Agreement (whether in contract, tort, or otherwise) is capped at the total fees paid or payable by Customer to Ostratto for the 12 months preceding the event giving rise to liability.

11.3 Unlimited Liabilities. Nothing limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited by law.

12.0 Term & Termination

12.1 Term. This Agreement commences on the Effective Date and continues until terminated. Individual subscriptions or SOWs have their own terms.

12.2 Termination for Cause. Either party may terminate this Agreement or any Order/SOW for material breach not cured within 14 days of written notice.

12.3 Effect of Termination. Upon termination, Customer will pay for services performed and subscriptions provided up to the termination date. Ongoing vendor subscription terms (including renewals and data export) are governed by the vendor and applicable Service Schedule.

12.4 Survival. Clauses relating to fees, confidentiality, IP, indemnities, liability, and governing law survive termination.

13.0 Compliance & Personnel

13.1 Subcontracting. Ostratto may use affiliates or subcontractors; Ostratto remains responsible for delivery.

13.2 Non-Solicitation. During the engagement and 6 months thereafter, neither party will solicit employment of the other's personnel directly involved in the services, save for responses to public advertisements.

14.0 Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control (including outage/failure of third-party platforms), provided the affected party takes reasonable steps to mitigate the impact.

15.0 Notices

Formal notices must be sent by email to the addresses specified in the Order/SOW (or subsequently notified) and are deemed received on the next business day after sending, absent bounce-back.

16.0 Governing Law & Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

17.0 Acceptance & Execution

Ways to Accept:

- Click-through acceptance using the acceptance form on this page
- Explicitly written acceptance
- Electronic signature
- Acceptance of an Ostratto Proposal/Estimate/Order Form that references this Agreement
- Payment or continued use of services following reasonable notice of this Agreement

Effective Date of Acceptance is the earliest of the above events.

Ostratto will keep an auditable record of acceptance and the MSA version number in force at the time of acceptance.

Service Schedules

The following schedules apply where the corresponding services are purchased. If there is a conflict between a Schedule and the main body of this Agreement, the Schedule prevails for that service.

Schedule 1: Google Workspace Resale & Administration

1. Vendor Terms & SLA. Customer's use of Google Workspace is subject to Google's terms and policies, including the applicable Service Level Agreement and Admin Console policies. Ostratto does not control Google's platform or service roadmap.

2. Plans & Billing. Customer may choose Flexible or Annual plans, with billing frequency and licence counts as set in the Order or Admin Console. Licence increases during a term increase fees pro-rata; decreases to licence counts on an Annual plan generally do not reduce the committed fees within the current term. Renewals follow the then-current Google renewal mechanics.

3. Payment & Suspension. Failure to pay fees when due may result in suspension; on Flexible plans, fees pause during suspension; on Annual plans, fees may continue to accrue during suspension. Service restoration occurs promptly after full settlement.

4. Administration. Customer manages end-user accounts via the Admin Console. Ostratto may perform administration on Customer's written request or as set out in an SOW or Support Plan.

5. Data & Exit. Data export and tenant transfers are governed by Google's tools and policies. Customer is responsible for initiating off-boarding actions before subscription end/termination.

6. Support. Platform support is provided by Google. Ostratto provides support only as described in an Ostratto Support Plan or SOW.

Schedule 2: Zoho Subscriptions & Implementation

1. Vendor Terms. Customer's use of Zoho services is subject to Zoho's Terms of Service and service-specific terms.

2. Licences & Plans. Plan tiers, licence quantities, billing frequency, and renewals are set in the Order Form and/or Zoho's billing portal for Customer's tenant. In-term licence increases are charged pro-rata; in-term licence reductions may not reduce committed fees unless allowed by Zoho.

3. Implementation & SOW. Where Ostratto provides configuration, migration, integration, or training, scope will be defined in an SOW. Assumptions and Customer responsibilities (including timely inputs and decision-making) apply. Acceptance will follow the SOW acceptance criteria or clause 5.4 above.

4. IP & Deliverables. As per clause 7, Ostratto retains IP in implementation artefacts and grants Customer a licence to use them internally.

5. Support. Platform support is provided by Zoho; Ostratto's support is as per the applicable Support Plan or SOW.

Schedule 3: Managed Services (Devices, Security, Monitoring)

1. Scope. As defined in the Order or SOW, which may include endpoint protection, MDM, patching, monitoring, and response.

2. Prerequisites. Customer must maintain compatible OS versions, vendor subscriptions, and reasonable security practices (e.g., MFA) as prerequisites to service delivery.

3. Response & SLAs. Any response targets or service levels will be set out in the Support Plan or SOW.

4. Changes. Device counts and service scope may vary month-to-month; fees adjust accordingly.

Schedule 4: Sophos Security Services

1. Scope. Where Customer purchases Sophos products or services via Ostratto, services may include the resale, deployment, configuration, monitoring, and

ongoing administration of Sophos solutions such as Sophos Endpoint, Sophos Intercept X, Sophos Mobile, Sophos Firewall, Sophos MDR, and Sophos Central (collectively, "Sophos Services"), as specified in the applicable Order Form, Support Plan, or Statement of Work (SOW).

2. Vendor Terms & Platform Control. Customer's use of Sophos Services is subject to Sophos Limited's end user licence agreements, service-specific terms, acceptable use policies, and privacy notices, as updated from time to time. Sophos owns and operates the Sophos platform and retains sole responsibility for core platform availability, threat intelligence, updates, and security content.

3. Licensing, Plans & Renewals. (a) Sophos licences are typically sold on a term-based subscription (monthly or annual) per user, device, or appliance, as applicable. (b) Licence quantities, features, and term lengths are defined in the Order Form. (c) During a subscription term, increases to licence quantities may result in additional pro-rated fees; reductions generally do not reduce committed fees until renewal, unless expressly permitted by Sophos. (d) Subscriptions will renew in accordance with the Order Form or Sophos renewal rules unless notice is given in line with the GTC.

4. Provisioning & Administration. (a) Ostratto may provision and administer Sophos Services via Sophos Central where agreed. (b) Customer remains responsible for endpoint availability, network connectivity, user behaviour, and compliance with Sophos security recommendations. (c) Ostratto's administrative activities are limited to the scope defined in the applicable Support Plan or SOW.

5. Monitoring, Alerts & MDR. (a) Where Sophos Managed Detection and Response (MDR) or monitoring services are included, detection, investigation, and response actions are primarily delivered by Sophos in accordance with Sophos's published service descriptions. (b) Ostratto may act as a coordination point for alerts, remediation guidance, and escalation, but does not guarantee prevention of all security incidents.

6. Limitations & Exclusions. (a) Sophos Services reduce risk but do not guarantee immunity from cyber threats, malware, data loss, or unauthorised access. (b) Ostratto is not responsible for incidents caused by unsupported systems, delayed patching, disabled security features, or Customer's failure to follow reasonable security guidance.

7. Data, Logs & Privacy. (a) Security telemetry, logs, and threat data are processed by Sophos under Sophos's privacy and data protection terms. (b) Customer acknowledges that such data may be processed outside the UK/EU in accordance with Sophos's safeguards.

8. Suspension & Termination. (a) Non-payment of fees may result in suspension or termination of Sophos licences, which may immediately reduce protection coverage. (b) Upon termination or expiry, Customer is responsible for uninstalling Sophos agents and exporting any required logs or reports prior to licence end.

9. Support Responsibilities. (a) Sophos provides platform-level support, updates, and threat intelligence. (b) Ostratto provides support, advice, and administration only as defined in the applicable Support Plan or SOW.

10. Priority & Precedence. In the event of any conflict between this Schedule and Sophos vendor terms, Sophos vendor terms prevail in relation to the Sophos platform and services; this Schedule governs Ostratto's resale and service obligations only.