



G-CLOUD - SERVICES AGREEMENT

Paving the way

THIS MASTER SERVICES AGREEMENT made on: The date of the last signature of this agreement
AGREEMENT NUMBER: MSA-LLC-XXX-01

BETWEEN

- (1) Limelight Business Consulting Limited ("Limelight Consulting").

whose registered office is at

167-169, Great Portland Street

5th Floor

London

England

W1W 5PF

(Registered in England under Number 12223181)

And

- (2) XXX ("the Customer")

Whose registered office is at

XXX

(Registered in England under Number XXX)

INTRODUCTION

The Parties wish to establish a Master Services Agreement to facilitate the formation of contracts for the provision of programme leadership, programme delivery and assurance services by Limelight Consulting to the Customer. Such contracts will be formed through the agreement and signature by both Parties of Statements of Work referencing and made under the auspices of this Agreement.

THIS AGREEMENT has been entered into on the date of the last signature appearing below.

Limelight Business Consulting LTD

By _____
Name _____
Position _____
Date _____

The Customer

By _____
Name _____
Position _____
Date _____

1. TERMS AND CONDITIONS

- 1.1 Definitions and Interpretation in this Agreement, the following defined terms shall have the meanings set out below:

"Agreement"	this agreement comprising these Terms, the Schedules and, where applicable, a SOW.
"Limelight Consulting"	Limelight Business Consulting Limited.
"Commencement Date"	The date of the last signature on this agreement.
"Confidentiality Agreement"	shall have the meaning ascribed to it in clause 5.
"Customer"	the customer identified as such on the title page of this document.
"Customer's Assets"	the Customer's Materials, the Customer's Software and the Customer's Operating Environment together with any other data, assets, equipment or other property which is owned by (or licensed to) the Customer or any Customer Group Company and which is, or may be used in connection with the provision or receipt of the Services.
"Customer's Operating Environment"	the Customer's and/or any Customer Group Company's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer and/or any Customer Group Company in connection with its use or receipt of the Services.
"Customer's Materials"	any data (including any personal data relating to employees, customers and/or suppliers of the Customer and/or any Customer Group Company), documents, text, drawings, diagrams, images, materials and/or other items (together with any database made up of those) (in whatever format or medium) provided by or on behalf of the Customer to Limelight Consulting, or which Limelight Consulting is required to generate, process, store or transmit pursuant to this Agreement and/or any SOW in connection with the provision of the Services including, without limitation, computer programs, data, reports and specifications.
"Daily Rates"	the daily rates or, if no applicable rate is specified, Limelight Consulting standard daily rates from time to time in force.
"Deliverables"	all information, data, documents, reports, designs, plans, strategies or other items (in whatever format) developed or provided by Limelight Consulting to the Customer pursuant to this Agreement and/or a SOW including, without limitation, computer programs, data, reports and specifications and software configurations.
"Group Company"	(a) in relation to a Party, a company (wherever incorporated) which is a subsidiary undertaking or parent undertaking of it, or any company which is a subsidiary undertaking of any such parent undertaking ("parent undertaking" and "subsidiary" undertaking having the

	meaning ascribed to them in sections 1159 to 1162 of the Companies Act 2006); and (b) without limiting the generality of the foregoing, in relation to Customer, includes its joint venture companies from time to time.
"IPRs"	all intellectual property rights including copyright, database rights, patents, trademarks (registered or unregistered), domain names, rights in designs (registered or unregistered) applications for, and rights to apply for, any of the foregoing, trade secrets and know-how and any other similar rights, in each case in any country together with all renewals and extensions.
"Key Personnel"	shall have the meaning ascribed to it in clause 3.3.
"Normal Working Hours"	the hours between 09:00 and 17:00 hours on each Working Day plus such additional hours as may reasonably be required to deliver the Services and/or Deliverables in accordance with the terms of this Agreement and any relevant SOWs.
"Party" or "Parties"	The Parties entering into this agreement as per the title page, but also extending to any Group Company.
"Policies"	the Customer's Code of Conduct, SHE, IT Security, IT Acceptable Use and Data Privacy policies accessible on the Customer's intranet, as may be varied from time to time.
"Pre-existing Materials"	those parts of the Deliverables that comprise documents, products and materials (in whatever format) which existed prior to the Commencement Date, were produced other than pursuant to this Agreement or are specified as Pre-existing Materials in a SOW.
"Project Plan"	the plan for the provision of project Services attached as Schedule 4 to this Agreement, as amended by the Parties in writing from time to time or pursuant to the operation of clause 7 of these Terms.
"Schedules"	the schedules to this Agreement.
"Services"	the services which Limelight Consulting is to provide to the Customer under this Agreement as set out in a SOW.
"Software"	computer programs, including scripts, templates, operating systems, application programs, macros, batch codes, databases, associated specifications, plans, methodologies, reports, processes, designs and know-how.
"Specification"	the specification for the Services and/or of a Deliverable set out in the applicable SOW or otherwise agreed in writing by the Parties.
"Statement of Work" or "SOW"	a statement of work signed by both Parties incorporating and referencing this Agreement. A statement of work template is at Schedule 3.
"Tax"	any country specific taxes.

"Terms"	the terms and conditions set out in this document.
"Timetable"	any timetable for the provision of the Services and/or a Deliverable set out or referred to in a SOW, Project Plan or otherwise agreed in writing by the Parties to ensure delivery to budgets and timescales defined in the Project Plan and documentation approved by the Customer's Board of Directors.
"Working Day"	any day other than a Saturday, Sunday or English statutory, bank or public holiday.
"Work Product"	Deliverables produced specifically for the Customer, as may be specified as "Work Product" in the relevant SOW.

1.2 In this Agreement:

- 1.2.1 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.2.2 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.
- 1.2.3 the headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.



2. STATEMENTS OF WORK (SOW)

- 2.1 The Parties may from time to time enter into Statements of Work under this Agreement. Such Statements of Work shall be in such form as the Parties may from time to time agree and shall take effect once signed by a duly authorised representative of each Party.
- 2.2 Each SOW shall set out any amendments to the Terms or Schedules of this Agreement for the purposes of the SOW. In the event of any conflict or inconsistency between a SOW and the Terms, the order of precedence shall be the SOW, then the Terms.

3. THE SERVICES

- 3.1 Limelight Consulting shall supply Services and/or Deliverables to the Customer upon and subject to the Terms of this Agreement (as modified (where relevant) by the terms of the applicable SOW).
- 3.2 Unless otherwise agreed by Limelight Consulting in writing, Services shall be provided during Normal Working Hours.
- 3.3 Where an SOW specifies that named individuals are to be appointed to identified roles ("Key Personnel"), Limelight Consulting shall not remove or replace any such Key Personnel unless:
 - 3.3.1 such appointment exposes either Limelight Consulting or the Customer to IR35 legislation; or
 - 3.3.2 requested to do so by the Customer; or
 - 3.3.3 the person is on long-term un-planned leave; or
 - 3.3.4 the person resigns from their employment with Limelight Consulting; or
 - 3.3.5 Limelight Consulting obtains the prior written consent of the Customer.
- 3.4 Limelight Consulting shall inform the Customer of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been

identified. The Customer shall be entitled to interview any such person and may object to any such proposed appointment within 10 (ten) Working Days of being informed of or meeting any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. A temporary replacement shall be identified with immediate effect from Limelight Consulting becoming aware of the role becoming vacant. If a replacement satisfactory to the Customer cannot be found, then the Customer may terminate this Agreement with immediate effect by notice in writing to Limelight Consulting (or such longer period of notice as may be agreed between the Parties).

- 3.5 The cost of effecting the replacement of any Key Personnel shall be borne by Limelight Consulting.

4. LIMELIGHT CONSULTING OBLIGATIONS

- 4.1 Limelight Consulting shall use its best endeavors to provide the Services and deliver any Deliverables in accordance with the Timetable.
- 4.2 Limelight Consulting shall ensure that its personnel engaged in the performance of the Services: (i) comply with the Policies, and (ii) while providing Services at the Customer's premises, comply with all security and health and safety rules and regulations that apply at those premises and that have been communicated to it under clause 6.7.1 below.
- 4.3 Limelight Consulting shall nominate a representative to liaise with the Customer on all matters relating to the Services and/or Deliverables and whose instructions, decisions and requests shall (where the same are agreed to by the Customer) be binding upon Limelight Consulting.
- 4.4 Limelight Consulting shall, and shall procure that its officers, employees, agents and sub-contractors shall, comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 and any anti-bribery policy the Customer may seek to impose on its suppliers and other business partners from time to time. Further, Limelight Consulting shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. A breach of this clause 4.4 shall be deemed a material breach incapable of being remedied.

5. CONFIDENTIALITY

- 5.1 The Parties agree to comply with their respective obligations under a separate confidentiality agreement entered into between the Parties dated XXX (the "Confidentiality Agreement"), which shall continue in full force and effect notwithstanding the entering by the Parties into this Agreement.

6. CUSTOMER OBLIGATIONS

The Customer shall:

- 6.1 nominate a representative to liaise with Limelight Consulting on all matters relating to the Services and/or Deliverables and whose instructions, decisions and requests shall (where the same are agreed to by Limelight Consulting) be binding upon the Customer;
- 6.2 carry out the tasks allocated to it in the SOW or as otherwise agreed by the Parties in writing and provide appropriately qualified and skilled personnel so to do;

- 6.3 use its best endeavours to perform its obligations under this Agreement in accordance with the Timetable or as reasonably requested by Limelight Consulting for the purpose of enabling Limelight Consulting to perform its obligations in accordance with the Timetable;
- 6.4 use its best endeavours to ensure (at no cost to Limelight Consulting) that those members of its staff who are allocated to attend such sessions, attend those training, workshop, planning and other sessions held by Limelight Consulting that are identified in the applicable SOW or Project Plan or otherwise agreed in writing by the Parties at such places as may be agreed by the Parties in writing;
- 6.5 promptly make available to Limelight Consulting such of the Customer's Assets as may be necessary to enable Limelight Consulting to perform its obligations under this Agreement and shall, if requested by Limelight Consulting, provide staff familiar with the relevant Customer's Assets, which staff shall co-operate fully with Limelight Consulting personnel in the performance by Limelight Consulting of its obligations under this Agreement;
- 6.6 use its best endeavours to ensure that, where applicable, the Customer's Assets are in working order on the date on which any Services are to be provided that involve the use of such Customer's Assets;
- 6.7 ensure prior to the date on which Limelight Consulting anticipates starting any Services at the premises of the Customer that:
- 6.7.1 it has notified Limelight Consulting in writing of all security and health and safety rules and regulations that are in place at those premises;
 - 6.7.2 such premises provide such adequate working space and facilities as Limelight Consulting employees, contractors or agents may reasonably require to carry out such Services;
 - 6.7.3 it has obtained all necessary consents to enable Limelight Consulting, its employees, contractors and agents to enter onto and remain upon the premises to carry out such Services; and
 - 6.7.4 it effects and maintains throughout the provision of such Services public liability insurance cover for, *inter alia*, the benefit of Limelight Consulting, its employees, contractors and agents.
- 6.8 maintain in force throughout the period of this Agreement such licences and other permissions in relation to the Customer's Assets as are required to enable Limelight Consulting lawfully to provide the Services.

7. CHANGE REQUESTS

- 7.1 The Customer may request changes to the Deliverables and/or Services by written notice served upon Limelight Consulting at any time prior to completion of the relevant Deliverables or Services.
- 7.2 Limelight Consulting shall respond to the Customer as soon as reasonably practicable (but in any event within 5 (five) Working Days) in writing indicating whether, acting reasonably and in good faith, it is able to make the requested change and, if so, providing a quotation setting out the changes to the fees, timescales and other terms of this Agreement that are reasonable, appropriate and necessary to accommodate the requested change(s). For the avoidance of doubt, any changes to fees will be based on the daily rates agreed for the SOW that is the subject of the requested change(s),
- 7.3 Upon receipt of such a quotation, the Customer shall, as soon as reasonably practicable, elect by notice in writing to Limelight Consulting either:

- 7.3.1 to accept such quotation, in which case this Agreement shall be amended accordingly; or
- 7.3.2 to withdraw the proposed variation, in which case this Agreement shall continue in force unchanged.
- 7.4 If no acceptance is received by Limelight Consulting within a period of 14 days from the Customer's receipt of the quotation, the Customer's proposed variation shall be deemed to be withdrawn.
- 7.5 Until such time as any variation is formally agreed between the Parties in accordance with this clause 7, the Parties shall continue to perform this Agreement as if such variation had not been requested.
- 7.6 Notices served by the Parties under this clause 7 shall be binding upon that Party only if signed by a director in the case of Limelight Consulting and the Customer's representative referred to at clause 6.1 above.
- 7.7 Limelight Consulting may charge, in accordance with the agreed daily charges for the relevant SOW, for time spent in considering and responding to change requests served by the Customer pursuant to this clause 7 and may obtain reimbursement of any expenses reasonably incurred, provided always that such charges and/or expenses have been agreed by the Customer in writing in advance.

8. RISK AND TITLE

- 8.1 The copyright and all other IPRs in Work Product (but not in any Pre-existing Materials incorporated within Work Product or upon which Work Product is based) shall belong to the Customer and Limelight Consulting hereby assigns with full title guarantee, by way of present and future assignment, all right, title and interest in such IPRs to the Customer, completely free from any encumbrances for the full period of such IPRs, including the right to sue for past infringements. Limelight Consulting shall, if requested by the Customer, execute all such documents and do such acts and things as are necessary to vest the legal and beneficial ownership to such IPRs in the Customer. Limelight Consulting irrevocably and unconditionally waives, and shall procure that all third Parties irrevocably and unconditionally waive, all moral rights in the Work Product and agrees that the Customer shall be entitled to, *inter alia*, modify, edit and revise the Work Product in any manner the Customer shall determine.
- 8.2 The copyright and all other IPRs of whatsoever nature in the Pre-existing Materials and the Deliverables other than Work Product shall be and remain owned by Limelight Consulting. Limelight Consulting hereby grants the Customer and its Group Companies, a perpetual, irrevocable, transferable, royalty-free, non-exclusive licence to use such Pre-existing Materials and Deliverables.
- 8.3 The IPRs in the Customer's Materials (and all improvements, modifications and adaptations to any part of the Customer's Materials) shall, as between the Parties, remain the property of the Customer and/or any or all of the Customer Group Companies (or its or their licensors). For the duration of this Agreement, the Customer grants to Limelight Consulting a non-exclusive, non-transferable, royalty-free licence to use such IPRs for the purpose of enabling Limelight Consulting to perform its obligations under this Agreement.
- 8.4 Risk in each Deliverable and physical title to each Deliverable (excluding software but including any media upon which software is delivered) shall transfer to the Customer on delivery to the Customer. To the extent that any IPRs in any of the Customer's Materials (and all improvements, modifications and adaptations to any part of the Customer's Materials) vest in Limelight Consulting by operation of law, such IPRs are hereby assigned by Limelight Consulting to the Customer by operation of this clause 8.4 immediately upon the creation of such Customer's Materials.

- 8.5 For the avoidance of doubt, the Customer's licence under this clause 8 to use any Deliverable that comprises an enhancement or modification to third party software is subject always to the terms of the licence that the Customer has received from such third party (or the third party's distributor or reseller) to use such software. Limelight Consulting shall use its best endeavours to help the Customer and/or any Customer Group Company to obtain any such required licence on reasonable commercial terms.

9. PRICES AND PAYMENT

- 9.1 Unless otherwise specified in the SOW, Limelight Consulting charges for the Services shall be calculated on a time and materials basis in accordance with the Daily Rates stipulated in the SOW. Limelight Consulting may not increase the Daily Rates for the purposes of the SOW before the expiry of a period of 12 months from the date of the SOW. The Daily Rates may be varied on written notice to the Customer annually thereafter. In the event that Limelight Consulting notifies the Customer of a material increase in the Daily Rates (being more than a 5% increase), the Customer shall have the right to terminate this Agreement, together with any SOWs to which such increase may apply, upon written notice to Limelight Consulting.
- 9.2 The Customer shall make payments for the provision of the Services to Limelight Consulting at such time or times as are set out in the SOW and without any deduction or set-off whatsoever. Where no such time or times are so specified, payment of Limelight Consulting charges shall be made within 30 days of the date the Customer receives Limelight Consulting's proper and valid Tax invoices in respect of the same accompanied by supporting timesheets.
- 9.3 Unless otherwise specified in the SOW, reasonable expenses wholly incurred by Limelight Consulting in connection with the provision of the Services shall be reimbursed by the Customer in addition to payment of the charges and may be invoiced at any time after they have been incurred (with payment due within 30 days of the date the Customer receives the invoice), provided always that Limelight Consulting's invoices for such expenses are supported by relevant receipts.
- 9.4 All prices are quoted exclusive of any Tax or any replacement Tax thereof and the Customer shall pay Tax at the appropriate rate from time to time in force in addition to payment of the price and all other charges.
- 9.5 If the Customer fails to make any payment to Limelight Consulting under a SOW by the due date and such payment is not the subject of a bona fide dispute previously notified by the Customer to Limelight Consulting in writing, then, without prejudice to any other right or remedy available to it, Limelight Consulting may:
- 9.5.1 upon serving not less than 14 days' written notice on the Customer of its intention so to do, suspend performance or further performance of any of its obligations under the relevant SOW together with any licences granted by Limelight Consulting to the Customer pursuant to clause 8.1, without liability to the Customer (Limelight Consulting obligations under any Timetable being amended accordingly to reflect such suspension), provided that payment is not made prior to the expiration of the 14-day notice period; and
 - 9.5.2 upon serving not less than 14 days' written notice on the Customer of its intention so to do, charge the Customer interest (both before and after any judgement) on any overdue sum on a daily basis at the rate of 2% above base rate of the Bank of England from time to time in force, such interest to be calculated from the due date for payment to the date of actual payment (both dates inclusive). Any interest payable shall be paid by the Customer on demand by Limelight Consulting.
- 9.6 For the avoidance of doubt, the Parties agree that without prejudice to its other rights and remedies under this Agreement and/or any relevant SOW, the Customer may withhold payment in respect of Services and/or Deliverables that do not comply with this Agreement and/or the

terms of any relevant SOW (including, without limitation the warranties set out in clause 10 of this Agreement).

10. WARRANTIES

- 10.1 Limelight Consulting warrants and represents that:
- 10.1.1 it will provide the Services with professional skill and care and according to the highest standards of quality observed in the industry for the same or similar services;
 - 10.1.2 it will take good care of any of the Customer's Assets in its possession or control;
 - 10.1.3 as at delivery each Deliverable will comply, in all material respects, with its Specification PROVIDED ALWAYS that, if Limelight Consulting shall be in breach of this warranty, its sole liability shall be limited to making, within a reasonable time, corrections or alterations to the Deliverable at its own cost in order to ensure that the same complies with the terms of this warranty;
 - 10.1.4 the provision of the Services and/or each Deliverable shall be in compliance with all applicable laws, statutory requirements, regulations and orders, Limelight Consulting also warranting and representing that it will obtain and at all times maintain all necessary licences, authorisations and consents required to provide the Services and/or the Deliverables.
- 10.2 Without prejudice to the warranty in clause 10.1, Limelight Consulting does not warrant that the operation of any software Deliverable shall be uninterrupted or error-free.
- 10.3 Limelight Consulting shall not be considered to be in breach of the warranties at clause 10.1 to the extent that what would otherwise be a breach arises from:
- 10.3.1 any defect or failure in any item of the Customer's equipment, provided such defect or failure was not caused by Limelight Consulting; or
 - 10.3.2 the Customer's non-compliance with any reasonable instruction of Limelight Consulting.
- 10.4 Limelight Consulting further represents and warrants to the Customer that:
- 10.4.1 Limelight Consulting has the right to grant all the rights and licences it grants or purports to grant to the Customer and/or the Customer Group Companies pursuant to and on the terms of this Agreement;
 - 10.4.2 the Customer's receipt of the Services and possession and use of each Deliverable in accordance with the terms of this Agreement shall not infringe any IPRs of any third party;
- 10.5 THE EXPRESS TERMS OF THIS AGREEMENT AND ANY SOW ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON-LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

11. LIABILITY

- 11.1 Without prejudice to its other liabilities under or in connection with this Agreement or a SOW, each Party shall accept liability to the other for any loss of or damage to any physical property or injury to or death of person caused by any negligent act or omission or willful misconduct of first-mentioned Party, its employees, agents or sub-contractors.
- 11.2 Subject to clause 11.5 and except for the types of liability referred to at clauses 11.1 and 11.6, the liability of each Party under or in connection with this Agreement and all SOWs in respect of each event or series of connected events shall not exceed £2,000,000 (two million GBP's).

- 11.3 Except for the types of liability referred to at clauses 11.1 and 11.6 and except for any other matters for which either Party's liability may not by law be restricted or excluded, each Party's total liability in respect of any contractual breach or representation, statement or tortious act or omission (including negligence) ("Default") arising under or in connection with this Agreement or a SOW shall not exceed the total sums paid or payable by the Customer under the relevant SOW in respect of the 12 month period preceding the Default (or, if a 12 month period has not elapsed at the time of the Default, the total sums paid or payable under the relevant SOW for the 12 month period starting on the commencement date for the relevant SOW).
- 11.4 Notwithstanding anything else contained in this Agreement and subject to clauses 11.5 and 11.6, neither Party shall be liable to the other in respect of any loss of profits, goodwill, loss arising from business interruption or for any type of special, indirect or consequential loss.
- 11.5 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for: (i) death or personal injury caused by negligence, or the negligence of either Party's personnel, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; and (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.6 Nothing in this Agreement and/or any SOW shall limit Limelight Consulting's liability under clauses 5, 13, 16 and 17, nor shall any amounts awarded or agreed to be paid under such clauses count towards the cap on Limelight Solution's liability under clauses 11.2 and 11.3.
- 11.7 Limelight Consulting shall maintain in force at least the following insurance policies with reputable insurance companies to cover its relevant potential liabilities in connection with this Agreement: (i) a public liability insurance policy with a limit of at least €10 million per claim; (ii) a professional indemnity insurance policy with a limit of at least €5 million per claim; and (iii) employer's liability insurance with a limit of at least €5 million for claims arising from a single event or series of related events in a single calendar year. At the written request of the Customer, Limelight Consulting shall provide the Customer with a copy of each insurance policy, together with evidence that the policy premiums are paid up to date.

12. FORCE MAJEURE

- 12.1 Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control which such Party (in the case of Limelight Consulting, being a prudent, professional and experienced provider of the Services) could not reasonably have been expected to safeguard against. Subject to the Party so delaying promptly notifying the other Party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such Party's obligations shall be suspended during the period that the said circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay, provided always that the delaying Party uses its best endeavours to mitigate the effects of the said circumstances and to reduce the length of the delay. Save where such delay is caused by the act or omission of the other Party (in which event the rights, remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Agreement and by law):

- 12.1.1 any costs arising from such delay shall be borne by the Party incurring the same;
- 12.1.2 the non-delaying Party may, if such delay continues for more than 30 days, terminate the Agreement forthwith on giving notice in writing to the other in which event neither Party shall be liable to the other by reason of such termination save for any rights accruing prior to the occurrence of such event of delay.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 13.1 Limelight Consulting shall indemnify the Customer and its Group Companies against all losses, damages, costs or expenses and other liabilities (including legal fees) suffered or incurred by the Customer and/or its Group Companies in relation to any claim that the Customer's or its Group Companies' normal use or possession of any Deliverable or receipt of any Service in accordance with the terms of this Agreement infringes (or allegedly infringes) the IPRs of any third party PROVIDED THAT:
 - 13.1.1 Limelight Consulting (or, if so directed by Limelight Consulting, its licensor) is given prompt and complete control of such claim taking into account the Customer's reasonable representations;
 - 13.1.2 the Customer does not knowingly prejudice Limelight Consulting (or, as applicable, its licensor's) defense of such claim;
 - 13.1.3 the Customer gives Limelight Consulting all reasonable assistance with such claim.
- 13.2 Subject to the Customer complying with the proviso at clause 13.1 above, if any claim arises to which clause 13.1 relates, Limelight Consulting may at its option and expense:
 - 13.2.1 procure for the Customer the right to continue to use the Deliverable or receive the Service;
 - 13.2.2 modify the Deliverable or Service so that it is non-infringing but still fully compliant with the terms of this Agreement and any relevant SOW; or
 - 13.2.3 if neither of the above can be accomplished on terms reasonably acceptable to Limelight Consulting, remove the Deliverable or cease providing the Service, terminate this Agreement (or, where applicable, this Agreement insofar as it relates to the relevant Deliverable or Service) and refund the sums paid by the Customer in respect of the Deliverable or as yet unperformed element of the Service.
- 13.3 Limelight Consulting obligations under clause 13.1 above shall not apply in the event that the claim results from:
 - 13.3.1 the use of the Deliverable or any part thereof with any equipment and/or software not supplied by Limelight Consulting or approved by it for use in connection with the Deliverable; or
 - 13.3.2 the use of the Deliverable other than as authorised under this Agreement.
- 13.4 The provisions of this clause 13 state the sole exclusive and entire liability of Limelight Consulting for the infringement of the IPRs of any third party.

14. TERM

- 14.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the other terms of this Agreement, or unless and until terminated by either Party giving not less than 1 months' written notice to the other.
- 14.2 Unless otherwise specified in a SOW, all SOWs may also be terminated by either Party giving not less than 1 months' written notice to the other.

- 14.3 In the event this Agreement is terminated pursuant to clause 14.1, any SOWs remaining in any part unperformed as at the date of termination shall automatically terminate.

15. TERMINATION

- 15.1 Limelight Consulting may forthwith by written notice to the Customer terminate an SOW in respect of which payment is due if the Customer fails to make any payment due to Limelight Consulting under such SOW by its due date, provided such payment is not the subject of a bona fide dispute previously notified by the Customer to Limelight Consulting in writing and the Customer does not make the overdue payment within 14 days of the service of a written notice from Limelight Consulting specifying the overdue payment and its intention to terminate if payment is not made within 14 days.
- 15.2 Either Party may terminate this Agreement or any SOW to which the breach relates, forthwith by written notice to the other if the other shall commit a material breach of this Agreement or a SOW and shall (in the case of a remediable breach) fail to remedy the same within 30 days of receipt of a written notice from the other Party specifying the breach and requiring it to be remedied.
- 15.3 Either Party may terminate this Agreement or any SOW forthwith by written notice to the other if the other Party shall have a receiver or administrative receiver appointed or shall have a bankruptcy order made against it or one of its partners or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall have an administrator appointed or shall enter into any voluntary arrangement with its creditors or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or shall cease or threaten to cease to carry on business or shall suffer any similar or analogous event in any jurisdiction.
- 15.4 Any termination of this Agreement under clauses 15.2 to 15.3 above shall automatically terminate any SOWs that remain wholly or partly unperformed as at the date of termination unless otherwise agreed by the Parties in writing.
- 15.5 Termination for any reason shall not affect either Party's rights and remedies accruing up to termination nor shall it affect the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
- 15.6 Upon termination of this Agreement, Limelight Consulting shall cease to use the Customer's Assets and shall return to the Customer such of the following as are in its possession or control: (i) all Customer's Assets (as applicable); (ii) all materials created by Limelight Consulting under this Agreement, the IPRs in which are owned by the Customer and/or the Customer Group Companies (or its or their licensors). In its discretion, the Customer may request that Limelight Consulting destroys (including removal from any hard disk) all or any of the Customer's Assets (as applicable) in its possession or control.

16. DATA PROTECTION

- 16.1 The Customer and Limelight Consulting shall comply with the data protection provisions set out in Schedule 2.

17. TUPE

- 17.1 In this clause 17, the "Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended.
- 17.2 If the Regulations apply on the commencement of this Agreement by reason of:

- 17.2.1 the Customer ceasing itself to undertake, or reducing the extent to which it undertakes, services similar to the Services; or
- 17.2.2 the Customer ceasing to obtain, or reducing the extent to which it obtains, services similar to the Services from a third party and, as a result, any employees of the Customer or the third party are transferred from the Customer to Limelight Consulting, then the Customer shall indemnify Limelight Consulting against all costs, claims, demands, awards, damages, liabilities and expenses arising against Limelight Consulting by reason of such transfer (including, without limitation, any such costs, claims, demands, awards, damages, liabilities and expenses arising on the termination by Limelight Consulting of the employment of any employee transferring to it in such circumstances).
- 17.3 If the Regulations apply on the termination of this Agreement by reason of Limelight Consulting ceasing to provide the Services and, as a result, any employees of Limelight Consulting (or any subcontractor) are transferred from Limelight Consulting to the Customer or to a new third party service provider appointed to carry out services similar to the Services ("New Supplier"), then Limelight Consulting shall indemnify the Customer and/or any New Supplier against all costs, claims, demands, awards, damages, liabilities and expenses incurred or suffered by the Customer and/or New Supplier by reason of such transfer (including, without limitation, any such costs, claims, demands, awards, damages, liabilities and expenses arising on the termination by the Customer or the New Supplier of the employment of any employee transferring to it in such circumstances).
- 17.4 Without prejudice to the generality of clause 11.6 above, the indemnity obligations in clauses 17.2 and 17.3 above shall continue to apply after termination of this Agreement for any reason.

18. NON-SOLICITATION

- 18.1 Neither Party shall, without the prior written consent of the other Party, approach, either directly or indirectly, during the term of this Agreement and for a period of six (6) months following its expiry or termination, any employee of the other Party who was engaged in the provision or receipt of the Services, with a view to offering them employment or any other form of engagement. Nothing in this clause 18 shall, however, prevent either Party (acting in a bona fide manner) from undertaking recruitment advertising in the national, local or industry press and offering employment or engagement to any such person who responds to such advertising.
- 18.2 Clause 18.1 shall not apply to the Customer offering employment to any Key Personnel whose employment is terminated by Limelight Consulting for whatever reason.

19. GENERAL

- 19.1 Neither Party may assign this Agreement (in whole or in part) without the prior written consent of the other Party, such consent not to be unreasonably withheld (including, without limitation, in the case of a proposed assignment of the entirety of the assigning Party's rights and obligations under this Agreement to a Group Company).
- 19.2 The Parties will use their best efforts to negotiate in good faith to settle any dispute that may arise out of or relate to this Agreement or any breach of it.
- 19.3 If any such dispute cannot be settled amicably through ordinary negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator (appointed by agreement, or in the event of no agreement by the Centre for Effective Dispute Resolution), before resorting to litigation. Such mediation shall be undertaken in accordance with the CEDR Model Mediation Procedure.

- 19.4 All negotiations connected with the relevant dispute(s) will be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.5 If the Parties agree on a resolution of the dispute at mediation, the agreement shall be reduced to writing and, once signed by the duly authorised representatives of both Parties, shall be final and binding on them. The Parties shall bear the costs and expenses of mediation equally.
- 19.6 If the Parties fail to resolve the dispute(s) within 60 days (or such longer term as may be agreed between the Parties) of the mediator being appointed, or if either Party withdraws from the mediation procedure, then either Party may exercise any right to seek a remedy through litigation.
- 19.7 This Agreement and all non-contractual obligations arising out of or in relation to it shall be governed by English Law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 19.8 Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.
- 19.9 The waiver by either Party of a breach or default of any term of this Agreement by the other Party must be in writing and shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall a delay or omission on the part of either to exercise or avail itself of any right or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.
- 19.10 Except as set out in clause 19.11, a person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 19.11 Limelight Consulting acknowledges that the Services are for the benefit of the Customer and its Group Companies and agrees that: (i) the Customer's Group Companies shall each be entitled to enforce the terms of this Agreement subject to, and in accordance with, the Contracts (Rights of Third Parties) Act 1999 and the terms of this Agreement; and/or (ii) the Customer shall be permitted to enforce any term of this Agreement on behalf of any of its Group Companies and any loss, damage, costs or expense ("Loss") being suffered by any of the Customer's Group Companies will be treated, for the purposes of this Agreement, as if it had been suffered by the Customer.

20. NOTICES

- 20.1 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served:
- 20.1.1 if by hand when delivered,
- 20.1.2 if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

21. ENTIRE AGREEMENT

- 21.1 This Agreement, together with the Confidentiality Agreement, sets out the entire agreement between the Parties and supersedes all prior agreements, understandings and arrangements between them, and representations by them, whether oral or written, which relate to the subject matter of this Agreement; and 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, PROVIDED THAT nothing contained in this Agreement shall exclude or limit liability for fraud.



SCHEDULE 1 - DATA PROTECTION

1. For the purposes of this Schedule, the following terms have the following meanings:

The terms “personal data”, “controller”, “processor”, “processing”, “data subject” and “supervisory authority” shall have the meanings ascribed to them under the European Data Protection Directive (95/46/EC) or the Regulation (defined below), as applicable.

“Data Protection Law” means the Regulation and the Directives (as defined below), as amended or replaced from time to time, and all other national, international, regional, federal or other laws related to data protection and privacy that are applicable to any territory where Limelight Consulting processes personal data, where the Services are provided or received or where the Customer or Limelight Consulting are established.

“Directives” means the European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

“Customer Data” means all personal data in whatever form or medium which is (i) supplied, or in respect of which access is granted, to Limelight Consulting (or any Sub-processor permitted pursuant to section 4(g) of this Schedule) whether by the Customer or otherwise in connection with this Agreement, or (ii) produced or generated by or on behalf of Limelight Consulting (or any permitted Sub-processor) in connection with this Agreement.

“Regulation” means Regulation (EU) 2016/679 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 (General Data Protection Regulation), which is applicable on and from 25 May 2018.

“Reportable Breach” means any unauthorised or unlawful processing, disclosure of, or access to, the Customer Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of the Customer Data.

“Sub-processor” means any subcontractor or other Party engaged by Limelight Consulting in relation to the Services who is or will be processing the Customer Data.

2. Where processing is taking place under an SOW, the Parties shall set out the following information in the SOW, as required by the Regulation: (a) subject matter of processing; (b) duration of processing; (c) nature of processing; (d) purpose of processing; (e) type of personal data being processed; and (f) categories of data subjects about whom data is being processed.
3. Limelight Consulting and the Customer hereby agree that for the purposes of this Agreement and Limelight Consulting's processing of the Customer Data in connection with the Services, Limelight Consulting (and any Sub-processor permitted pursuant to section 4(g) of this Schedule) shall be a data processor.
4. Limelight Consulting, acting as data processor, shall:
 - (a) only process the Customer Data in compliance with, and shall not cause itself or the Customer to be in breach of, Data Protection Law;
 - (b) only process the Customer Data on the documented instructions of the Customer, including with regard to transfers of personal data to a third country or international organisation, and otherwise as necessary to perform its obligations under this Agreement or as required

by any law applicable to Limelight Consulting (provided that Limelight Consulting first informs the Customer of that legal requirement before processing unless that law prohibits this on important grounds of public interest);

- (c) comply with any request from the Customer requiring Limelight Consulting to amend, transfer or delete the Customer Data as soon as possible;
- (d) take all reasonable steps to ensure the reliability of any staff who may have access to, or are authorised to process, the Customer Data and ensure such staff have committed themselves to appropriate obligations of confidentiality or are under appropriate statutory obligations of confidentiality and at all times act in compliance with Data Protection Law and the obligations of this Schedule;
- (e) maintain all appropriate technical and organisational measures to ensure security of the Customer Data including protection against unauthorised or unlawful processing (including, without limitation, unauthorised or unlawful disclosure of, access to and/or alteration of the Customer Data) and against accidental loss, destruction or damage and so that the processing of the personal data shall meet the requirements of the Regulation and ensure the protection of the rights of data subjects. Such measures shall ensure best practice security and be compliant with Data Protection Law at all times and comply with the Customer's applicable IT security policies (to the extent they have been provided to Limelight Consulting or are accessible on the Customer's intranet). Limelight Consulting shall also take all measures required by, and provide all reasonable assistance to the Customer so it can demonstrate compliance with, Article 32 (Security of Processing) of the Regulation;
- (f) assist the Customer by appropriate technical and organisational measures for the fulfillment of the Customer's obligation to respond to requests for exercising of data subject rights (including access requests) set out in the Directives and Chapter III of the Regulation (Rights of the data subject);
- (g) not engage any Sub-processor or transfer and/or disclose any Customer Data to any Sub-processor, without the prior specific written authorisation of the Customer. Before engaging a Sub-processor, Limelight Consulting shall conduct appropriate due diligence in respect of the Sub-processor's practices and procedures for processing personal data. Limelight Consulting shall enter into a written agreement with all Sub-processors authorised by the Customer under this section 4(g) containing obligations on such Sub-processor which are equivalent to, and no less onerous than, those set out in this Schedule and Limelight Consulting shall remain fully liable to the Customer for the performance of that Sub-processor's obligations;
- (h) not transfer any Customer Data outside the European Economic Area ("EEA") (whether by virtue of Limelight Consulting (or any associated/group company) having operations outside the EEA or by virtue of Limelight Consulting engaging a Sub-processor outside the EEA pursuant to section 4(g)) without obtaining the express prior written consent of the Customer. If the Customer so consents, Limelight Consulting shall ensure that the transfer is made in accordance with Data Protection Law and that the organisations to which the Customer Data is transferred ensure an adequate level of protection;

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- A green arrow pointing downwards, located on the left margin of the page.
- (i) permit the Customer, or a third-Party auditor acting under the Customer's direction, to conduct data protection and /or security audits, assessments and inspections concerning Limelight Consulting's data protection and security procedures relating to the processing of the Customer Data, its compliance with this Schedule and Data Protection Law. The Customer may, in its sole discretion, require Limelight Consulting to make available all information, access to premises, systems and staff necessary to demonstrate evidence of Limelight Consulting's compliance with these procedures, this Schedule and Data Protection Law in lieu of, or in addition to, conducting such an audit, assessment or inspection. Where the Customer exercises its rights under this section 4(i), each Party shall bear its own costs in relation to the resulting audit, assessment, inspection or provision of evidence;
 - (j) provide all reasonable assistance to the Customer in relation to Article 33 (Notification of personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject) of the Regulation and provide written notification to the Customer (both Limelight Consulting's main customer contact(s) at the Customer and the Customer's Group Head of Legal at its London Head Office) without undue delay and in any event no later than 12 hours after becoming aware of, any Reportable Breach and provide the Customer, as soon as possible, with complete information relating to a Reportable Breach, including, without limitation, the nature of the Reportable Breach, the nature of the personal data affected, the categories and number of data subjects concerned, the categories and number of personal data records concerned, the possible consequences of the Reportable Breach, the measures taken to, or proposed to be taken, to address the Reportable Breach and mitigate its possible effects. Limelight Consulting shall maintain a log of Reportable Breaches including facts, effects and remedial action taken. Limelight Consulting shall take all steps to restore, re-constitute and/or reconstruct any Customer Data which is lost, damaged, destroyed, altered or corrupted as a result of a Reportable Breach as if they were Limelight Consulting's own data at its own cost with all possible speed and shall provide the Customer with all reasonable assistance in respect of it;
 - (k) notify the Customer, prior to adopting any new type of processing in respect of the Customer Data (including, without limitation, the use of new technology or processes to continue current processing). At the Customer's request, Limelight Consulting shall participate in, and provide all reasonable assistance with, a Privacy Impact Assessment, a data protection impact assessment or prior consultation including under Article 35 (Data protection impact assessment) and Article 36 (Prior consultation) of the Regulation in respect of the new type of processing proposed, in accordance with Data Protection Law;
 - (l) not, and shall ensure that no third party appointed by Limelight Consulting to assist in the provisions of the Services shall, dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store the Customer Data or any other data that has been generated, obtained, held, used or stored for the purposes of this Agreement without ensuring that such data has been entirely removed, or otherwise securely obliterated;
 - (m) on termination or expiry of the relevant processing or this Agreement, for whatever reason, cease all use of the Customer Data and shall, at the Customer's election, either destroy all

the Customer Data or transfer all the Customer Data to the Customer or a nominated third party (in a mutually agreed format and by a mutually agreed method);

- (n) comply with its own obligations under Data Protection Law at all times including maintenance of records of processing as required by Article 30 (Records of processing activities) as applicable to the Customer Data and using a format and systems as specified by the Customer;
- (o) inform the Customer immediately of any enquiry, complaint, notice or other communication it receives from any supervisory authority, other organisation or any individual, relating to either the Services or third Parties who are appointed by Limelight Consulting in connection with the Services or the Customer's compliance with Data Protection Law. Limelight Consulting shall provide all necessary assistance to the Customer to enable it to respond to such enquiries, complaints, notices or other communications and to comply with Data Protection Law. For the avoidance of doubt, Limelight Consulting shall not respond to any such enquiry, complaint, notice or other communication without the prior written consent of the Customer.

5. Limelight Consulting will provide the Customer with such assistance and co-operation as the Customer may reasonably request to enable the Customer to comply with any obligations imposed on the Customer by Data Protection Law in relation to the Customer Data processed by Limelight Consulting, including, but not limited to:

- (a) on request of the Customer, promptly provide written information regarding the technical and organisational measures which Limelight Consulting has implemented to safeguard the Customer Data;
- (b) disclosing full and relevant details in respect of any and all government access controls which it has implemented; and
- (c) notifying the Customer as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns the Customer Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other competent authority. For the avoidance of doubt and as far as it is legally permitted to do so, Limelight Consulting shall not disclose or release any Customer Data in response to such request without first consulting with and obtaining the written consent of the Customer.

6. Limelight Consulting shall, immediately on demand, fully indemnify the Customer and keep the Customer fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses, loss or corruption of data, loss of reputation, goodwill and profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Customer or its affiliates in connection with any failure of Limelight Consulting or any third party appointed by Limelight Consulting to comply with the provisions of this Schedule and/or Data Protection Law in respect of its processing of the Customer Data. Any limitation of liability and exclusion of loss provisions in the Agreement shall not apply to this indemnity.

7. Subject to any limitation of liability provisions in the Agreement, to the extent that Limelight Consulting has an entitlement under Data Protection Law to claim from the Customer compensation paid by Limelight Consulting to a data subject as a result of a breach of Data Protection Law to which the Customer contributed, the Customer shall be liable only for such amount as it directly relates to its responsibility for any damage caused to the relevant data subject. For the avoidance of doubt the Customer shall only be liable to make payment to Limelight Consulting under this section 7 upon receipt of evidence from Limelight Consulting, to the Customer's reasonable satisfaction, that clearly demonstrates the Customer:
- (a) has breached Data Protection Law;
 - (b) that such breach contributed (in part or in full) to the harm caused and entitling the relevant data subject to receive compensation in accordance with Data Protection Law; and
 - (c) the proportion of responsibility for the harm caused to the relevant data subject which is attributable to the Customer.

SCHEDULE 2 – EXAMPLE STATEMENT OF WORKS (SOW)

STATEMENT OF WORK

Title:- <SOW Title>

Dated: <Date of SOW>

PARTIES

1. Limelight Business Consulting LTD, a company registered in England under company number 12223181 whose registered office is at 5th Floor, 167-169, Great Portland Street, London, England, W1W 5PF ("Limelight Consulting"); and
2. XXX, a company registered in England under company number XXX whose registered office is at XXX ("the Customer")

BACKGROUND:

- (A) The Parties are Parties to a Master Services Agreement ("MSA") dated <MSA DATE> under reference MSA-LLC-XXX-01.
- (B) The Parties have agreed that Limelight Consulting will provide further services to the Customer upon the terms set out in the MSA and this Statement of Work ("SOW").

1. INCORPORATION OF MSA TERMS AND INTERPRETATION

- 1.1 This SOW establishes an agreement ("Agreement") comprising:
 - 1.1.1 the terms set out in this SOW and its Schedules; and
 - 1.1.2 the terms set out in the MSA except insofar as disappplied or modified by this SOW.
- 1.2 In this SOW, except where the context otherwise requires:
 - 1.2.1 except where the term is re-defined below, terms defined in the MSA shall have the same meaning when used in this SOW; and the following terms shall have the following meanings:

"Agreement"	has the meaning given to in clause 1.1 above;
"Charges"	the amounts and rates charged for the Services set out in Schedule 2. Such Charges are unless otherwise agreed to be provided on a time & materials basis.
"Effective Date"	<DATE>
"Schedule"	a schedule to this SOW.
"Services"	the services described in Schedule 1 and any other services provided by Limelight Consulting under this SOW.
"Working Day"	any day other than a Saturday, Sunday or English statutory, bank or public holiday.
 - 1.2.2 In the event of any conflict or inconsistency between the terms of this SOW and/or the terms of the MSA, the order of precedence shall be the terms set out in this SOW, then the terms of the MSA.

2. SERVICES

- 2.1 In consideration of the Charges, Limelight Consulting shall supply the Services and the Deliverables to the Customer and shall use its best endeavours to perform its obligations under this Agreement so as to achieve the timescales set out in the Timetable.

- 2.2 Unless otherwise agreed by Limelight Consulting, Services shall be provided during Normal Working Hours.

3. CHARGES

- 3.1 Clause 9 of the MSA applies except that the Charges are set out in Schedule 2 to this SOW.

4. CHANGE CONTROL

- 4.1 Clause 7 of the MSA ("Change Control") shall apply to this Agreement with the following amendments:
- 4.1.1 Clauses 7.3.1 are amended to read: "to accept such quotation in which case an addendum shall be made to the Terms and/or Schedules of this Agreement to reflect the change;"

5. TERMINATION

- 5.1 This Agreement shall be deemed to have commenced on the Effective Date and shall continue, until terminated in accordance with clauses 14 or 15 of the MSA.

SCHEDULE 1 - SERVICES

<Description of services provided>

SCHEDULE 2 - CHARGES, TIME

The daily rates in respect of this SOW for any Services that are provided on a <fixed price / time and materials> basis are: -

Role	Onshore daily rate (GBP)	Offshore daily rate (GBP)
<Role / Deliverable>	<Cost>	<Cost>

In accordance with clause 9.4 of the MSA all rates exclude Tax.

In accordance with clause 9.3 of the MSA, the customer shall reimburse Limelight Consulting for any reasonable travel and subsistence expenses (i.e. meals, hotels etc.) Rail and air travel (where applicable) will be re-charged at standard class rates respectively. As at the date of this agreement, motor vehicle expenses are re-charged at the rate of 50 cents per mile.

THIS SOW has been entered into on the date of the last signature appearing below.

Limelight Business Consulting LTD

By

.....

Name

.....

MASTER SERVICES AGREEMENT

Position

Date

The Customer

By

Name

Position

Date

