

DATED

(1) Beebot AI Ltd

(2) [CLIENT]

MASTER SERVICES AGREEMENT

Beebot AI Ltd,

Head Office: 3 4 Oriel Court, Claremont Road, Sale M33 7DF

Parties

- (1) Beebot AI Ltd a company registered in England under number 11702852 whose registered office is at Alex House, Chapel Street, Salford, Manchester, United Kingdom, M3 5JZ ("Beebot") and.
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Client)

Background

- (A) Beebot is in the business of providing intelligent automation platform solutions and supporting services.
- (B) The Client wishes to obtain and Beebot wishes to provide the solutions and services on the terms set out in this agreement.

1. Definitions and Interpretation

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

Admin Portal: means the secure web-based site that may be made available to the Client to access an analytics dashboard for the review of certain key metrics related to the performance of the Platform and associated Solution Interventions; and the configuration of certain available Platform functions, such as live-agent control.

Audience: means the target participants of a Client's Solution Intervention which may include its customers, employees or other potential stakeholders.

Authorised User: means an individual whom the Client has authorised to have access to the Beebot AI Platform Admin Portal for normal business purposes of the Client.

Beebot AI Platform or Platform: means the SaaS based software modules and tools required to design and host intelligent Client conversational AI and workflow-based Solution Interventions

Change Order: means a document setting out the proposed changes to the relevant Order Form and the effect that those changes will have on the Platform and/or Services; the Charges; the timetable for the Platform and/or Services; and any of the other relevant terms.

Charges: means the charges set out in the Order Form, including without limitation fees, expenses and other costs.

Client: means the party who purchases or agrees to purchase from Beebot the Platform and/or Services identified in the Order Form.

Commencement Date: means the start date for the Services and/or Platform stated in the Order Form.

Conditions: means the standard terms and conditions contained in this MSA.

Confidential Information: means in the case of either Party all information (in any media) of a confidential nature disclosed by a Party's employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives.

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Contract: means a contract formed between Beebot and Client for the provision of the Platform and Services comprising the terms of the Conditions of this MSA and each individual Order Form.

Client IP: means all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Beebot in connection with the Platform and the Services

Data Processing Addendum: means the Data Processing Addendum and its associated exhibits as set out in Schedule 2. DPA

Data Protection Legislation: means:

- a. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- b. To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of Personal Data.

Documents: means any and all drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, training materials promotional materials etc. prepared by or on behalf of Beebot.

Effective Date: means the date when each Order Form has been signed by both Parties and the Contract becomes legally binding.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Exit Services: means any services, including but not limited to the transfer of data from Beebot to the Client and any other services relating to the handover from Beebot to the Client or any third party, that the Client requests Beebot to provide after the end of the Term, howsoever arising.

Exit Services Charges: means the charges charged by Beebot in relation to the Exit Services, which shall be payable on a time and materials basis at Beebot's then current standard rates, which Beebot shall provide to the Client on request.

Intellectual Property or IP: means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trademark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

Order Form: means Beebot's Order Form in the template form set out in Schedule 1 of this MSA. An Order Form shall be used to detail any Platform and Services, or content that shall be subject to the terms of the Conditions in this MSA, and any Special Terms contained within the Order Form.

Personal Data: means personal data as defined in the Data Processing Addendum.

Party: means Beebot and Client, each a Party to the Contract.

Payment Schedule: means the payment schedule as detailed in the Order Form.

Premises: means the Client's premises at which certain Services may be provided (if applicable).

Quotation: means a quotation for the supply of Platform and Services provided by Beebot to the Client that may be created from time to time.

SaaS: means software as a service which is a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers.

Service Levels: means the service levels to which the Platform is to be provided as set out in Schedule 3. Service Level Agreement, (SLA).

Services: means any professional services to be provided to Client by Beebot specified in the Order Form.

Solution Interventions means an individual configuration of various Platform modules to deliver a Client business communication and process improvement for its various Audience's as more particularly described in an Order Form.

Special Terms: means any additional terms agreed between the Parties in the Order Form that will apply and take precedence over these Conditions for that Contract.

Term: means the term of the Contract beginning on the Commencement Date and ending on the date stated in the Term section of the Order Form, unless terminated earlier in accordance with the Contract.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: means Monday to Friday consisting of 8 hours between the hours of 08:30am and 17:30pm (inclusive) excluding Bank Holidays and other days when clearing banks are not open for business.

- 1.2. Use of the terms **include, including**, and any similar expressions, will be read without limitation.
- 1.3. Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email (subject to proof of dispatch by the sender) but not fax.
- 1.4. References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.
- 1.5. Any Quotation given by Beebot shall not constitute a binding offer and is only valid for a period of 60-days from its date of issue (unless otherwise agreed by Beebot and/or stated on the Quotation). Beebot shall be entitled to vary or withdraw a Quotation at its discretion at any time and the Quotation or any prior representations are expressly excluded from the Contract.
- 1.6. The Conditions of this MSA shall bind when Beebot receives a completed Order Form from the Client. Each signed Order Form, in conjunction with the terms of these Conditions and its referenced Schedules, shall form a separate contract between the Parties and shall be in substitution for any ongoing arrangement made between Beebot and the Client and shall prevail over any terms or conditions contained in or referred to in a purchase order or other Client correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon Beebot unless specifically agreed to in writing and signed by a duly authorised representative of Beebot.
- 1.7. All the provisions of the Contract between Beebot and the Client are contained in or referred to in the Order Form, in these Conditions, (and its referenced schedules) and (where applicable) any Special Terms included within the Order Form. In no circumstances will any conditions of

purchase submitted at any time by the Client be applied to a Contract and any failure by Beebot to challenge any such terms and conditions does not imply acceptance of those terms and conditions.

- 1.8. In the event of any conflict between these Conditions and the Order Form, the Order Form shall take precedence and in the event of any terms contained in these Conditions and any Special Terms detailed in the Order Form, the Special Terms shall take precedence.

2. Agreement and Term

- 2.1. Beebot agrees to supply the Platform and/or the Services to Client from the Commencement Date in accordance with the Order Form, and Client agrees to purchase such Platform and Services from Beebot, on the terms of the Contract.

3. Platform and Services

- 3.1. Beebot shall have the right to make any changes to the Platform and Services which do not materially affect the nature or quality of the Platform and/or the Services and Beebot shall notify the Client of the relevant changes and any proposed consequent amendment to the Charges in any such event. Clause 4.5 shall apply in relation to any change in the Platform and Services. For the avoidance of doubt, any changes to the Platform and Services shall not affect the Client's obligation to pay for the Platform and Services in accordance with the terms of the Contract.

4. Charges and Payment

- 4.1. The Client shall pay the Charges in accordance with the Payment Schedule, as detailed in the Order Form, in full and in cleared funds within 30 days of the date of invoice, (unless otherwise stated in the Order Form), in pounds sterling by direct debit or BACS transfer into Beebot's account as notified in writing by Beebot from time to time. All Charges are exclusive of Value Added Tax (VAT) which the Client shall pay to Beebot in addition to the Charges (at the prevailing rate) upon receipt of a valid VAT invoice.
- 4.2. Beebot acknowledges a requirement for Beebot to pay its sub-contractors within 30 days and that counterparty to pay their sub-contractors within 30 days.
- 4.3. If the Client fails to make any payment due to Beebot under the Contract by the due date of payment, then the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.4. The Client shall reimburse Beebot on written demand for any costs (including without limitation legal costs) or losses sustained by Beebot arising directly or indirectly from the Client's breach of the Contract.
- 4.5. Notwithstanding any other terms of the Contract Beebot has the right to withhold or suspend the provision of the Platform and Services (in addition to any other remedy available to Beebot) without terminating the Contract if the Client has either (i) failed to pay the Charges in accordance with the Contract or (ii) materially breached the terms of the Contract including any applicable laws. Beebot shall provide 14 days written notice to remedy the foregoing at its sole discretion, unless the breach cannot be remedied.
- 4.6. All payments to be made by the Client for undisputed invoices under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

4.7. Client will only be required to pay Beebot's expenses incurred in connection with the performance of the Services where the expenses have been reasonably incurred and have been approved by Client in writing in advance. Such expenses will be reimbursed at cost upon Beebot furnishing Client with the relevant receipts evidencing their incurrence.

5. Beebot Obligations

5.1. In providing the Platform and Services, Beebot shall:

- 5.1.1. Use reasonable endeavours to meet any requested dates for the delivery of the Platform and Services, but such dates shall be estimates only and time shall not be of the essence for performance of Services.
- 5.1.2. Co-operate with the Client in all matters relating to the Platform and Services, and comply with all reasonable instructions of the Client, where applicable.
- 5.1.3. Perform the Services with reasonable care, skill and diligence and in accordance with good practice in Beebot's industry, profession or trade.
- 5.1.4. Use personnel who are suitably skilled and experienced to perform tasks assigned to them and use reasonable endeavours to supply sufficient numbers of staff to ensure that the Supplier's obligations are fulfilled in accordance with each Contract.
- 5.1.5. Use reasonable endeavours to ensure that the Platform and Services, made available to the Client, will be free from defects in workmanship, installation and design.
- 5.1.6. Obtain and maintain all licenses and consents which may be required for the provision of the Platform and Services.
- 5.1.7. Comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Platform and Services.
- 5.1.8. Beebot shall ensure that the Platform and Services will conform with all descriptions, including the description of the Services set out in the Order Form.

5.2. Beebot shall deliver, where applicable, Services defined within the Order Form against the Service Level Agreement.

5.3. Beebot shall hold and maintain insurance policies for Employers Liability £10m, Public Liability £5m, Professional Indemnity £2m with reputable providers and shall make copies of policies available to the client upon request.

6. Client Obligations

6.1. The Client will:

- 6.1.1. Ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records and Premises) required to enable Beebot and its agents and employees to provide the Platform and/or the Services in accordance with the Contract.
- 6.1.2. If required, ensure a safe working environment at its Premises for Beebot, its agents and employees; and ensure in the interests of health and safety that Beebot's personnel while on the Premises for the purpose of carrying out the Services have access at all times to a member of the Client's staff familiar with the Premises and safety procedures.
- 6.1.3. Be responsible for the accuracy and legality of all information from time to time provided to Beebot directly or stored within the Platform, ensuring that no information provided infringes the Intellectual Property of a third party, or defames any person, and to indemnify and to keep Beebot indemnified accordingly.

- 6.1.4. Perform its obligations in the Contract in a competent, prompt and diligent manner.
 - 6.1.5. Co-operate with Beebot in all matters relating to the Platform and Services.
 - 6.1.6. Comply with its data protection obligations as set out in Clause 7 of the Conditions.
 - 6.1.7. Permit Beebot to inspect and have reasonable access to any Premises (and to the computer equipment located in therein) at or on which the Admin Portal is being used, and have access to any records kept in connection with the Admin Portal for the purposes of ensuring that the Client remains compliant with the terms of this Contract.
- 6.2. The Client hereby acknowledges that the provision by Beebot of the Platform or the Services in accordance with the Contract will not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.
- 6.3. The Client agrees that Beebot shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents or employees. Beebot may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.
- 6.4. The Client will notify Beebot of any problems with the Platform and/or the Services within 5 Working Days of notification that the relevant Services have been completed. Where no such concerns are raised within this timeframe, the Client will have been deemed to have accepted the Services.
- 6.5. Where Beebot is providing Admin Portal access in accordance with the Contract, the Client shall and shall procure that any Authorised Users:
- 6.5.1. Use the Admin Portal only in accordance with Beebot's instructions for its use including but not limited: to attempting to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media by any means, attempt to de-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform, access the Platform to build a product or service which competes with the Platform and/or Services; license, sell rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Platform available to any third party except Authorised Users; introduce or permit the introduction of any virus or vulnerability into Beebot's network and information systems;
 - 6.5.2. supply and maintain an up-to-date version of the list of Authorised Users to Beebot promptly upon request; and
 - 6.5.3. issue to each of its Authorised Users the password from time to time provided by Beebot (keeping the password secure at all times) and notify Beebot as soon as it becomes aware of any unauthorised use of the Admin Portal.
- 6.6. In respect of the Client's use and any Authorised User's use of the Admin Portal, the Client shall comply with generally accepted principles of internet usage and ensure that:
- 6.6.1. The Admin Portal is not used fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material; and

6.7. The Client acknowledges and accepts that Beebot may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

7. Data Protection

7.1. Beebot and the Client will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Any defined terms in this Clause 7 shall, save unless defined elsewhere in the Contract, have the meanings given in the Data Protection Legislation.

7.2. Beebot shall process Personal Data in compliance with the terms of Schedule 2. Data Processing Addendum. The Data Processing Addendum shall form part of the Contract.

8. Reservation of Title and Intellectual Property, (IP)

8.1. Beebot shall retain legal and equitable ownership of anything (including but not limited to IP) relating to the Platform and Services and in any and all Documents, Systems, any other systems, methods, material and items created by or on behalf of Beebot whether specifically for the purposes of the Contract or otherwise.

8.2. The Client hereby acknowledges that Beebot shall have no liability for any misuse by or on behalf of the Client or any other person of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any other deliverables generated during the provision of the Services.

8.3. The Client shall retain ownership of its Client IP and hereby grants Beebot a royalty-free, non-exclusive and irrevocable license to copy and use any material provided by the Client for all reasonable purposes related to the Platform and Services. The Client shall not use the Platform, Documents, or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to use and receive the Platform and Services in its business.

8.4. Subject to Clause 8.2 and Clause 9.1, and provided the Client complies with clause 8.6, Beebot shall indemnify the Client from and against all claims, liabilities, losses, damages, and reasonably incurred costs and expenses that are sustained or incurred by Client as a result of the receipt and/or the use (in accordance with the terms of the Contract) of the Platform and Services by Client infringing the rights (including the Intellectual Property rights) of any third party (an "**Infringement Claim**").

8.5. Beebot will not be liable under Clause 8.4 to the extent that the Infringement Claim arises as a result of the use by the Client (or one of its third-party suppliers) of the Platform and Services in combination with goods or materials that have not been supplied, made available or approved by (or on behalf of) Beebot, where without such combination the claim would not have arisen.

8.6. In respect of an Infringement Claim:

- a) upon becoming aware of the claim, Client will promptly notify Beebot in writing.
- b) each Party will (at Beebot's sole cost and expense) provide reasonable co-operation to the other Party in the defence and settlement of the claim; and
- c) Beebot will, upon its written request, be given sole authority to defend or settle such claim, provided that (a) Beebot keeps Client informed of the progress of its defence or settlement; and (b) Beebot does not compromise or settle such claim without unconditionally releasing each member of the Client Group of all liability in respect of such claim.

8.7. Beebot hereby grants to the Client,

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8.7.1. a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Admin Portal during the Term for the Clients internal business operations,

8.7.2. A perpetual, royalty-free, irrevocable, non-exclusive licence to use all materials created in the provision of the services.

9. Limitation of Liability and Remedies

9.1. Subject to Clause 9.3 and clause 9.4 and notwithstanding Clause 9.2, both Party's maximum total aggregate liability in connection with a Contract will not exceed 125% of the total amount of the Charges paid or payable by the Client under the Contract during (i) the 12 months immediately preceding the date on which the claim arose; or (ii) for a claim arising before the first anniversary of the Commencement Date, the 12 month period starting on the Commencement Date. Beebot's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

9.2. Subject to Clause 9.3, Either Party will not in any circumstances have any liability (whether direct or indirect) for: (i) loss of business or business opportunity, (ii) loss of revenue, (iii) loss of profits, (iv) loss of anticipated savings, (v) loss of or damage to data, (vi) loss of goodwill or injury to reputation (vii) any third party claims (viii) loss which could have been avoided by the Client through reasonable conduct or by the Client taking reasonable precautions or (ix) any consequential or indirect loss.

9.3. Nothing in the Contract seeks to exclude or limit any liability of either Party for death or personal injury caused by its negligence or for its fraudulent misrepresentation or for willful misconduct or deliberate default or breach of IP rights or TUPE regulations or damage to Clients premises or any liability that cannot be excluded or limited by law.

9.4. Beebot's maximum total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any breach of cybersecurity or data protection will not exceed £1,000,000.

9.5. The Client hereby acknowledges and agrees that the limitations of liability referred to in Clauses 9.1, 9.2 and 9.4 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by Beebot and are just and equitable having full regards to the extent of Beebot's responsibility for any loss or damage suffered. The Charges are based on the risk that Beebot accepts pursuant to this Clause 9. If the Client requires Beebot to carry more risk then an amendment to Charges can be negotiated.

9.6. Except as expressly and specifically provided in this Contract (i) the Client assumes sole responsibility for results obtained from the use of the Platform and/or the Services and the Documentation by the Client, and for conclusions drawn from such use. Beebot shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Beebot by the Client in connection with the Platform and/or Services, or any actions taken by Beebot at the Client's direction; (ii) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and (iii) the Platform and/or Services and Documentation are provided to the Client on an 'as is' basis.

10. Confidential Information

10.1. Each Party shall keep in strict confidence and treat the other Party's Confidential Information as confidential and to use it only for the purposes of the Contract except in so far as may be

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necessary for the performance of any obligations of the Contract or to the extent that such information is generally available to the public or to the extent that disclosure of information is required to be made by law.

10.2. Each Party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of any Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.

11. Force Majeure

11.1. Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

11.2. If the period of delay or non-performance continues for 8 weeks, the Party not affected may terminate this agreement by giving 14 days' written notice to the affected Party.

12. Termination and Suspension

12.1. A Party may terminate the Contract forthwith by notice to the other Party and without liability in respect of that termination if:

12.1.1. the other Party is in material breach of the Contract and either in the reasonable opinion of the non-defaulting Party that breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of written notice of the breach being received: or

12.1.2. the other Party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the Client's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the Client for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the Client ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;

12.1.3. the other Party ceases or threatens to cease trading or in the reasonable opinion of the non-defaulting Party is likely to cease trading; or

12.1.4. the Client fails to make any payment in accordance with the terms of the Contract.

12.2. Upon termination of any Contract howsoever occurring: -

12.2.1. the Client's right to access and/or use the Platform and associated Solution Interventions shall cease immediately:

12.2.2. both parties shall return or dispose any of the other's Confidential Information and all copies thereof, including deletion of all personal data; and

12.2.3. the Client shall remain liable to pay Beebot any Charges outstanding and for any Platform or Services already delivered prior to the date of termination.

12.3. Except where the Contract is terminated by the Client pursuant to Clause 12.1, in which case no Exit Services Charges shall be chargeable, if Beebot agrees to provide Exit Services to the Client, the Client shall pay the Exit Services Charges then in force, unless the parties agree a different fee for the services in writing and in advance of the start of the Exit Services.

- 12.4. Beebot shall be under no obligation to provide Exit Services unless it agrees to do so, and shall be entitled to require payment up front in full and in cleared funds of any applicable Exit Services Charges
- 12.5. Termination of the Contract for any reason shall be without prejudice to any rights of either Party which may have accrued up to the date of termination.
- 12.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect, including clauses, 4, 5.3, 6, 7, 8, 9, 10, , 12.2, 12.3, 12.4, 12.5 and 16.

13. Multi-tiered dispute resolution procedure

- 13.1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- 13.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Relationship Manager of the Client and Account Manager of Beebot shall attempt in good faith to resolve the Dispute;
- 13.1.2. if the Relationship Manager of the Client and Account Manager of Beebot are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Senior Officer of the Client and Senior Account Manager of Beebot who shall attempt in good faith to resolve it; and
- 13.1.3. if the Senior Officer of the Client and Senior Officer of Beebot are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.
- 13.2. No party may commence any court proceedings under **Error! Bookmark not defined.**16.13 in relation to the whole or part of the Dispute until 90 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 13.3. If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with **Error! Bookmark not defined.**16.13.

14. Change Control

- 14.1. Either party may propose changes to the Order Form but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.

15. Publicity

Beebot shall have the option with the Client's prior consent to prepare, publish, distribute a press release (in any such form) and/or engage the Client in agreed promotional activities describing the benefits of the use of the Platform and/or Services to the Client.

16. General

- 16.1. The Contract contains the entire understanding between the parties in connection with the matters therein contained and supersedes any previous agreements or undertakings (whether

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written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into any Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in any Contract.

- 16.2. A waiver by Beebot of any right under the Contract or of any failure to perform or breach hereof by the Client shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by the Client, whether of a similar or dissimilar nature.
- 16.3. No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties.
- 16.4. For the purposes of the Contract, Beebot shall be an independent contractor, and neither Beebot nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Client.
- 16.5. Except in the event of a local authority restructure, either Party shall not assign or novate the Contract in whole or in part without the prior approval of the other Party (such approval not to be unreasonably withheld or delayed).
- 16.6. A person who is not a Party to the Contract shall not have any rights under or in connection with it.
- 16.7. Each Party shall comply, and shall ensure that each of its subcontractors, agents and personnel in performing their obligations under this agreement comply with any relevant and applicable anti-slavery, anti-bribery and corruption, Freedom of Information, Health and Safety, Equality, Counter Terrorism and Security laws, regulations and/or directives related to the provision and receipt of the Services.
- 16.8. Each Party warrant to the other Party that it has not and shall not, in connection with the Services contemplated by any Contract or in connection with any other business transactions involving the Parties, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist that Party in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by the Client to comply with this Clause shall constitute a material breach of the Contract.
- 16.9. The Client agrees that it will not at any time during the Term or for 6 months thereafter, without the prior written consent of Beebot, directly or indirectly solicit, induce or entice away from Beebot or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Beebot to perform services substantially similar to the Services.
- 16.10. Any notice under the Contract must be given in writing to the addresses set out in the Order Form and if no address is given, the registered office of such Party. Any such notices shall be

effective if delivered by hand, at the time of delivery, if sent by email, on the first Working Day after sending and if sent by post, 2 days after the date of posting.

- 16.11. Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the
- 16.12. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 16.13. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with the law of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULES REFERENCES

This Master Services Agreement has been executed by the Parties on the date(s) stated below:

Signed on behalf of **Beebot AI Ltd**

Signed on behalf of **[Client]**

[Insert Name]:

[Insert Name]:

[Insert Title]:

[Insert Name]:

Date:

Date:

Beebot AI Ltd,

Head Office: 3 4 Oriel Court, Claremont Road, Sale M33 7DF

Schedule 1: Order Form Template

This Order Form is only valid and binding on the parties when executed by both parties, at which point this Order Form creates a contract which is subject to the terms and conditions provided within the Master Services Agreement ref: **[INSERT MSA REF]** and its Schedules (to the exclusion of any other terms that the Client may seek to impose or incorporate).

This agreement is made between:

2. Beebot AI Ltd, a company with registered offices at Alex House, Chapel Street, Salford, Manchester, United Kingdom, M3 5JZ, Company Registration Number 11702852, (**"Beebot"**), and
3. **[COMPANY NAME]**, a company with registered offices at **[ADDRESS – adjust if not registered address]**, Company Registration Number **[REG No. delete if not required]**, (the **"Client"**).

Each a Party to this agreement.

Order Details

Order Number:	[TBA]
Commencement Date:	Effective date of last signature below
Term:	Insert definition of the term
Services:	Title of Subscription Package Please refer to the <u>Solution Scope</u> provided in document reference, <i><u>[insert reference documents IF appropriate]</u></i> for a full description of the included solution components and individual component pricing.
	Beebot Support Services Detail Support Services
	Other Detail other Services, if any.
Charges: In £ Sterling and exclusive of VAT	1. TITLE] Solution Annual Subscription Short explanation including licensing details. Annual Subscription = £xx,xxxp.a. Total price for a full 3-year term = £xx,xxx

Beebot AI Ltd,

Head Office: 3 4 Oriel Court, Claremont Road, Sale M33 7DF

	2. Beebot Support Services Short Support Services description. Support Service and Promotional video = £yyyy.
Payment Schedule:	Insert payment schedule details. Excludes VAT.

Special Terms

Insert any special conditions that apply to this Order Form

This Order Form has been executed by the Parties on the date(s) stated below:

Signed on behalf of **Beebot AI Ltd**

Signed on behalf of [CLIENT]

Dave Inman

[Name]

Commercial Director

[Title]

Date:

Date:

Beebot AI Ltd,

Head Office: 3 4 Oriel Court, Claremont Road, Sale M33 7DF

Schedule 2: Data Processing Agreement (DPA)

Refer to separate file, *Beebot AI Data Processing Addendum, (DPA) August 2023*

Schedule 3: Service Level Agreement (SLA)

Refer to separate file, *Beebot SLA 20230414*