PRESIDIO®

MASTER SERVICES AND PRODUCT AGREEMENT

This Master Services and Product Agreement ("Agreement") is entered into on , between [insert applicable UK Arkphire entity], a United Kingdom , with offices located at ("ARKPHIRE") and , a , with offices located at ("CLIENT"). The parties acknowledge and agree that ARKPHIRE, its parent company, its subsidiaries and its affiliated entities, including but not limited to Presidio, Inc., a Delaware corporation ("PRESIDIO") are permitted to sell and deliver Services and/or Products (each as defined below) to CLIENT under this Agreement.

ARTICLE 1: SERVICES. ARKPHIRE shall use commercially reasonable efforts to provide the professional services specified on any statement of work ("Services") agreed to in writing by ARKPHIRE and CLIENT ("SOW"), each attached hereto as Attachment A and incorporated herein by reference. The Services performed by ARKPHIRE shall be deemed accepted as performed unless otherwise established in an applicable, mutually agreed upon SOW.

ARTICLE 2: PRODUCT PURCHASES. ARKPHIRE shall provide those products specified on a ARKPHIRE quote ("Products") which is agreed to in writing by ARKPHIRE and CLIENT ("Quote"), each of which shall be attached hereto as Attachment A and incorporated herein by reference. All Products delivered to CLIENT hereunder shall be shipped FOB shipping point, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products are deemed automatically accepted on date of delivery, subject to the applicable OEM returns policy.

ARTICLE 3: PURCHASE ORDERS. Changes to purchase orders will only be made if agreed upon in writing by both parties. No preprinted, additional or different terms submitted by either party (in a purchase order or other document) shall operate to modify this Agreement, any SOW or Quote.

ARTICLE 4: PAYMENT. CLIENT shall make payment within thirty (30) days from the date of invoice or such shorter time period set forth in an SOW. CLIENT agrees to pay any applicable taxes, fees duties, customs charges, import fees or other charges imposed or assessed with respect to the Services or Products ordered hereunder.
This includes any value added tax or any similar tax or fees imposed with respect to the supply of goods or services.

ARTICLE 5: TERM AND TERMINATION. This Agreement shall commence upon the execution of this Agreement and shall remain in effect until terminated as follows: (a) by ARKPHIRE if CLIENT fails to pay a past due balance within five (5) days after written notice from ARKPHIRE; (b) by either party if the other party fails to cure any breach of this Agreement within thirty (30) days after written notice to the breaching party; and (c) by either party immediately upon written notice to the other party if such other party: (i) becomes insolvent; (ii) is involved in a liquidation or termination of its business; (iii) files a bankruptcy petition or has an involuntary bankruptcy petition filed against (if not dismissed within thirty (30) days of filing); or (iv) makes an assignment for the benefit of its creditors.

ARTICLE 6: INSURANCE REQUIREMENTS. CLIENT shall maintain transit insurance coverage sufficient to cover the replacement of the Products in the event of damage or loss during transit. CLIENT agrees to hold ARKPHIRE harmless from any loss of Product(s) or any damage to Product(s) occurring at any time during the transportation of Products from the applicable OEM, whether to a ARKPHIRE warehouse for staging or to CLIENT and/or CLIENT'S designated site, and/or during the transportation of Products from ARKPHIRE to CLIENT and/or CLIENT's designated site.

ARTICLE 7: OWNERSHIP RIGHTS AND RESTRICTIONS. Subject to the terms of this Agreement and upon receipt by ARKPHIRE of full payment of all fees and charges hereunder, CLIENT will own and have all right, title and interest to any items delivered by ARKPHIRE pursuant to an SOW ("Deliverables"), excluding Background IP (as defined below). ARKPHIRE, its affiliated entities, or its third party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, Third Party Software, technology, systems, strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by ARKPHIRE hereunder, whether pre-existing or conceived, created or developed by ARKPHIRE, its affiliated entities, or its third party licensors, alone or with CLIENT or others, in the course of its performance under this Agreement, whether embodied or otherwise encompassed in the Deliverables, and including all improvements or derivatives thereof. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, ARKPHIRE grants CLIENT a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with CLIENT's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under an applicable SOW, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, ARKPHIRE grants CLIENT a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for CLIENT's internal business purposes only. Accordingly, CLIENT shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. "Source Code" means a text listing of commands to be compiled or assembled into an executable computer program, which is licensed to CLIENT by ARKPHIRE pursuant to an SOW.

ARTICLE 8: THIRD PARTY SOFTWARE. Certain Deliverables may contain or require the use of Third Party Software (as defined below). ARKPHIRE makes no representation, warranty, or condition of any kind, express or implied, fundamental, serious, or otherwise, with respect to any Third Party Software. Accordingly, ARKPHIRE shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Third Party Software, and same are hereby waived by CLIENT. Any Third Party Software delivered to CLIENT by ARKPHIRE is delivered "AS IS" and with "ALL FAULTS". "Third Party Software" means all software and documentation that is not owned by ARKPHIRE or its affiliated entities which is incorporated into or used with a Deliverable. All Third Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to CLIENT upon request from such third party, contained in such third party's software installation package, and/or available on such third party's website. CLIENT hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Third Party Software which is identified as a Deliverable under an applicable SOW, CLIENT shall be solely responsible for obtaining and maintaining licenses for all other Third Party Software. Further, ARKPHIRE or its affiliated entities shall not be responsible for any royalties or other consideration that may become due and payable with respect to CLIENT's use, licensing or integration of Third Party Software.

ARTICLE 9: CONFIDENTIAL INFORMATION. The parties agree that "Confidential Information" means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation personnel information, customer information, or other information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Agreement, and shall not disclose any Confidential Information except to the receiving party's employees, agents and contractors having a need-to-know (provided that the receiving party shall be responsible for the breach hereof by any such persons). Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care. Confidential Information does not include information that can be demonstrated to have been (i) or becomes part of the public domain through no act or omission of the receiving party; (ii) rightfully in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) lawfully disclosed to the receiving party by a third party without restriction; or (iv) independently developed by the receiving party without use of any Confidential Information received from the disclosing party. A receiving party may disclose Confidential Information pursuant to a court order, provided that the receiving party shall use reasonable efforts to limit disclosure and obtain confidential treatment or a protective order, and shall, promptly after receiving notice of such action, notify the disclosing party thereof and give the disclosing party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence. Notwithstanding the foregoing, the parties acknowledge that ARKPHIRE is a subsidiary of PRESIDIO and CLIENT acknowledges and agrees that, from time to time, ARKPHIRE may share Client Data (as defined below) with PRESIDIO or any of its affiliated entities in order to: (i) perform the Services hereunder; (ii) send CLIENT information related to the transactions contemplated hereby under the applicable SOW or purchase order; and (iii) send CLIENT marketing, promotional, or other related materials relating to products or services offered by ARKPHIRE, PRESIDIO, or any of their affiliated entities. For purposes of this Agreement, "Client Data" means personal or CLIENT data made available to, shared with, or otherwise disclosed to ARKPHIRE by or on behalf of CLIENT.

ARTICLE 10: WARRANTY; WARRANTY DISCLAIMERS. EACH OF THE SIGNATORIES HERETO WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. ARKPHIRE WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. ARKPHIRE SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD ARKPHIRE SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO CLIENT AS CLIENT'S SOLE AND EXCLUSIVE REMEDY. ALL PRODUCTS PROVIDED BY ARKPHIRE ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ARKPHIRE MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FUNDAMENTAL, SERIOUS, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF SALE BY DESCRIPTION, QUALITY OR FITNESS, OR SALE BY SAMPLE SET FORTH IN SECTIONS 13, 14, AND 15 OF THE SALE OF GOODS ACT OF 1979, AS AMENDED ("SGA"), AS WELL AS ANY WARRANTY OR CONDITION OF CARE AND SKILL, TIME FOR PERFORMANCE, AND CONSIDERATION SET FORTH IN SECTIONS 13, 14, AND 15 OF THE SUPPLY OF GOODS AND SERVICES ACT OF 1982, AS AMENDED. ARKPHIRE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER ("OEM") WARRANTIES, CONDITIONS, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO CLIENT. ARKPHIRE SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND CLIENT TO ENFORCE SUCH PASSED THROUGH WARRANTIES OR CONDITIONS, IF ANY. CLIENT AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY ARKPHIRE WILL CARRY THE WARRANTY OR CONDITION PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND ARKPHIRE MAKES NO INDEPENDENT WARRANTY OR CONDITION WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

ARTICLE 11: LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ARKPHIRE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES, OR CONSEQUENTIAL LOSSES (AS DEFINED BELOW) WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, REVENUE, DATA, USE, GOODWILL OR BUSINESS INTERRUPTION INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARKPHIRE'S ENTIRE LIABILITY HERUNDER AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAID BY CLIENT TO ARKPHIRE FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED (IN RESPECT THEREOF, CLIENT HEREBY ACKNOWLEDGES THAT SUCH LIMITATION OF LIABILITY IS NOT SUBJECT TO THE PROVISIONS OF SECTIONS 53 AND 54 OF THE SGA, AND IF TO THE EXENT SUCH SECTIONS MAY BE APPLICABLE, WAIVES APPLICATION OF SUCH). ARKPHIRE OR ITS AFFILIATED ENTITIES SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE CLIENT OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION OF, CLIENT'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF CLIENT, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "CLIENT COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK; (IV) A BREACH IN THE SECURITY OF ANY OF CLIENT COMPUTER SYSTEMS; (V) THE INTEGRITY OR AUTHENTICITY OF CLIENT'S, ITS USERS' OR THIRD PARTIES' CONENT, DATA, OR INFORMATION, (VI) CLIENT'S FAILURE TO COMPLY WITH ARTICLE 13 BELOW, or (VII) CLIENT'S FAILURE TO IMPLEMENT ANY SECURITY RECOMMENDATIONS MADE BY ARKPHIRE. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OF THE AGREEMENT BY ARKPHIRE. The term "Consequential Loss" means (i) consequential or indirect loss under English law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in the meaning of consequential or indirect loss under English law, and whether or not foreseeable upon the submission of an order by CLIENT.

ARTICLE 12: AGREEMENT NOT TO SOLICIT EMPLOYEES AND/OR OTHERS. During the term of the Agreement and for a period of twelve (12) months thereafter, CLIENT agrees not to solicit for a permanent or other position any employee or subcontractor of ARKPHIRE to whom CLIENT was introduced or who worked on a project involving the parties pursuant to this Agreement. Should CLIENT solicit and/or hire such an employee or subcontractor from ARKPHIRE, the CLIENT shall pay to ARKPHIRE an administrative fee equal to the most recent year's aggregate employee's compensation with ARKPHIRE or the subcontractor as applicable. This fee would be payable at the time of the individual's acceptance of employment from CLIENT.

ARTICLE 13: CLIENT RESPONSIBILITIES. In addition to any responsibilities specified in an SOW, CLIENT shall establish, implement and maintain its own (i) procedures for the reconstruction of lost or altered files, backup or saving of data or programs, and (ii) organizational security protocols and governance consistent with industry practices governing CLIENT'S, its employees, subcontractors, or third parties' access and use of the Client Computer Systems. CLIENT shall be responsible for obtaining the requisite consent in accordance with applicable law from all individuals whose personal data may be shared with ARKPHIRE or any of its affiliated entities (as discussed in Article 9) to permit such transfer and use of the Client Data in accordance with the terms hereunder. CLIENT shall be solely responsible for any claims made by any individuals against ARKPHIRE, PRESIDIO or any of their affiliated entities with respect to such transfer and or use of Client Data in accordance with the terms hereunder. The CLIENT, as owner or controller of the Client Data, represents and warrants that its data processing instructions and procurement of the contracted services under this Agreement complies with all applicable law.

ARTICLE 14: EXPORT LAW AND ANTI-BRIBERY COMPLIANCE. CLIENT has been advised that any software, technical information, Products or other Deliverables provided to CLIENT via this Agreement may be subject to the U.S. Export Administration Regulations and/or the U.K. Export Control Act of 2002, as amended, and other applicable laws and regulations. CLIENT agrees to comply with all applicable United States and United Kingdom export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce, the United States Department of State, and Her Majesty's Revenue and Customs of the United Kingdom. The parties to this Agreement shall comply with all applicable anti-bribery and anti-corruption laws and regulations including, but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act of 2010 (the "Anti-Bribery Laws") and shall ensure that their respective officers, shareholders, employees, agents and other individuals or entities acting on their behalf in connection with this Agreement comply with the Anti-Bribery Laws.

ARTICLE 15: MISCELLANEOUS PROVISIONS. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by certified mail, return receipt requested, postage prepaid to the addresses above, or as changed through written notice to the other party. The parties understand and agree that their duties and responsibilities under this Agreement shall not be assigned, transferred, or shared by either party with any other person, corporation, or entity without the prior written approval of the other party. Notwithstanding the foregoing, CLIENT agrees that ARKPHIRE may assign this Agreement without such approval to an affiliate or in connection with a merger, acquisition, consolidation, corporate reorganization, sale of a substantial block of its stock, or the sale of all or substantially all of its assets. It is expressly agreed that ARKPHIRE, its employees, agents and/or subcontractors are independent contractors of CLIENT. ARKPHIRE shall not be liable for delays or failure to perform with respect to this Agreement due to acts of God, terrorism, war, riots, labor or materials shortages, or other causes beyond its reasonable control. This Agreement: (i) supersedes all prior agreements between the parties with respect to the same subject matter, and fully sets forth the understanding of the parties with respect to the subject hereof and there is no other promise, representation, warranty, usage or course of dealing affecting it; (ii) shall not be modified except by written agreement of the parties; (iii) shall be interpreted in accordance with the laws of England and Wales, without regard to its conflict of laws or comity of nations provisions and this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods; and (iv) shall control the resolution of a conflict between the terms and conditions of this Agreement and any SOW. Any dispute, directly or indirectly, relating to this Agreement shall be brought in a court of competent jurisdiction in the United Kingdom and the parties hereto consent to such jurisdiction and venue as the exclusive venue for all such disputes. The respective obligations of the CLIENT and ARKPHIRE which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding confidentiality, warranty, warranty disclaimers, employee non-solicitation, limitations of liability, and Article 13, shall survive termination or expiration.

ARKPHIRE shall have authority to issue a press release describing, and otherwise publicly disclose, the general relationship of the parties shall also have the right to use the name and logo of CLIENT as a customer of ARKPHIRE in promotional materials.

ARTICLE 16: SHARED DRAFTING. The parties hereto recognize that this Agreement is the product of shared drafting and agree that any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Agreement. **BEFORE SIGNING THIS AGREEMENT, BOTH PARTIES HERETO SHOULD READ IT CAREFULLY AND EACH ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO REVIEW WITH THE ASSISTANCE OF LEGAL COUNSEL.**

	[INSERT APPLICABLE UK ARKPHIRE ENTITY]
Authorized Signature	Authorized Signature
Printed or Typed Name	Printed or Typed Name
Title	Title
Date	Date

PRESIDIO®

ATTACHMENT A
STATEMENT OF WORK AND/OR QUOTE