

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), is made and signed on this ___ day of _____, 202_ ("Effective Date") by and between _____, with a principal place of business at _____ ("Client"), and **High Point Solutions Limited**, High Point Solutions Limited (registered in England under number 07507878) with its registered office at 5 Ockham Drive, Greenford Park, Greenford, Middlesex, UB6 0FD ("HighPoint"). This Agreement sometimes refers to Client and HighPoint individually as a "Party" and collectively as the "Parties."

Client, on the provisions in this Agreement, desires that HighPoint perform certain services for Client's benefit. HighPoint, on the provisions in this Agreement, desires to provide the services to Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth, and intending to be legally bound, HighPoint and Client agree as follows.

1. **DEFINITIONS.** In this Agreement:

"Business Day" means any day other than (a) a Saturday or Sunday; or (b) a day on which banking institutions are closed in London.

"Client Data" means data pertaining to financial, operational, marketing, human resources and billing information provided to HighPoint by Client in the performance of this Agreement.

"Commencement Date" means the effective date of the applicable SOW.

"Confidential Information" has the meaning given in Section 8.

"Consequential Loss" means pure economic loss, loss of profit, loss of use of trade marks, loss of business, loss of reputation and like loss.

"Expenses" means the out-of-pocket expenses incurred by HighPoint, its employees or contractors (including travel costs) in connection with the Services.

"Hardware" means any equipment or hardware which the SOW identifies as such in a SOW and which is manufactured by a third party (whether or not supplied by HighPoint).

"Intellectual Property" means all (a) patents, patent applications, patent disclosures and inventions (whether patentable or not); (b) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications thereof; (c) trade secrets, know-how and other confidential information; (d) waivable or assignable rights of publicity, and waivable or assignable moral rights; and (e) all other forms of intellectual property, such as rights in databases.

"Services" has the meaning given in Section 2.1.

"Statement of Work" or "SOW" means (a) a statement of work relating to the supply of Services and Hardware by Highpoint that may be in the form attached to this Agreement as Attachment A; or (b) a paper or electronic purchase order or other similar record relating to the supply of Services and Hardware submitted by Client and accepted by HighPoint during the Term.

"Term" has the meaning given in Section ~~6.16-1~~.

2. SCOPE OF AGREEMENT.

2.1. Services. HighPoint, subject to the provisions of this Agreement, will provide to Client the services specified by the SOW attached as Attachment A (if any) and each additional SOW the Parties execute from time to time during the Term (the "Services"). Each SOW will constitute a separate contract between the Parties, each of which will be governed by the provisions of this Agreement. This Agreement and each SOW, to the greatest extent reasonably practicable, will be construed as consistent with each other; provided, that if this Agreement and any SOW cannot reasonably be construed as consistent with each other, the SOW will control regarding its subject matter. As a condition precedent to performing any Services, HighPoint shall be entitled to require Client to provide HighPoint with a purchase order in respect of those services. HighPoint shall be entitled to charge Client Additional Charges for the preparation of a SOW where the preparation of the SOW requires more than eight (8) hours of effort.

2.2 Change Requests.

2.2.1 Any request to change an aspect of the Service, Hardware or Statement of Work may be made at any time by either Party and shall be processed in accordance with the change control procedure set out below.

2.2.2 HighPoint and Client shall discuss in good faith any change to an aspect of the Service, Hardware or Statement of Work or for a new Statement of Work (a '**Change**') proposed by a Party and such discussion may result in either:

2.2.2.1 a written request for a change by Client; or

2.2.2.2 a written recommendation for a change by HighPoint (which may be in the form of a formal new Statement of Work or an outline recommendation) (in either case, a 'Change Control Note').

2.2.3 For the avoidance of doubt, in this Section 2 a "Change Control Note" may also be set out in an exchange of emails.

2.2.4 If neither Client nor HighPoint submits a request or recommendation, the proposal for the Change will not proceed.

2.2.5 Where a written request for a Change is received from Client, HighPoint shall, unless otherwise agreed, submit a Change Control Note to Client within a reasonable period from the date of receipt of such request, or inform Client that HighPoint is not able to comply with such request. HighPoint shall be entitled to charge Client Additional Charges for the preparation of that Change Control Note where the preparation of the Change Control Note requires more than eight (8) hours of effort.

2.2.6 Each Change Control Note may contain:

2.2.6.1 the date of the request or recommendation for the Change;

2.2.6.2 the reason for the Change;

2.2.6.3 the full details of the Change, including amendments to any existing Service, Hardware or Statement of Work and any additional Statement of Work;

2.2.6.4 details of any Additional Charges associated with the Change;

2.2.6.5 information as to the time period for which the Change Control Note is open for acceptance (which unless otherwise stated shall be thirty (30) days after the date of issue of the Change Control Note).

2.2.6.5 a timetable for configuration, together with any proposals for sign-off of the Change;

2.2.6.6 provision for signature of the Change Control Note by Client and HighPoint.

2.2.7 For each Change Control Note submitted, Client shall evaluate the Change Control Note, and as appropriate within the time allowed in the Change Control Note either:

2.2.7.1 request further information;

2.2.7.2 approve the Change Control Note; or

2.2.7.3 notify HighPoint of the rejection of the Change Control Note.

2.2.8 Where Client approves the Change Control Note, Client shall inform HighPoint of the same in writing.

2.2.9 Once the Change Control Note has been agreed by Client and HighPoint, the Change shall be immediately effective and Client and HighPoint shall perform their respective obligations on the basis of the agreed Change Control Note.

2.2.10 Notwithstanding the above provisions of this Section 2.2, where HighPoint undertakes any change or commences work on any change at the written request of Client (whether in accordance with an agreed Change Control Note or otherwise), HighPoint shall in all circumstances be entitled to charge Client Additional Charges for that change or work.

3. CLIENT RESPONSIBILITIES.

3.1. Contact. Client for each SOW will appoint a liaison (the "*Client Liaison*") responsible for directing and overseeing the delivery of Services and providing HighPoint with required information in a timely and accurate manner. Client may replace Client Liaison with another, similarly qualified individual by written notice to HighPoint. Client represents that the Client Liaison has authority to act for Client regarding all matters relating to the SOW.

3.2. Other Responsibilities. Client will perform the responsibilities assigned to it by each SOW, in each case in accordance with the provisions established by the SOW.

3.3 Client's Obligations. Client shall provide in a timely manner any calculation, determination, facilities, assistance, documents, information, specifications, materials and access to personnel and facilities (i) as may be specified in this Agreement or a SOW or (ii) which HighPoint may reasonably require for the performance of the Services (the "Client Provided Information"). Client shall ensure that Client Provided Information is accurate in all material respects, unambiguous, legible and that it meets Client's requirements. HighPoint shall be entitled to charge Client Additional Charges incurred by HighPoint arising from errors or delays in providing Client Provided Information.

3.4 Unless and to the extent (if any) HighPoint has expressly indicated to the contrary in the relevant Proposal, Client shall be responsible for obtaining and maintaining all necessary licences and consents as may be required for the performance of the Services.

3.5 Any indication by HighPoint as to the cost of the Services or as to any aspect of the performance or delivery of the Services is made by HighPoint on the basis of the assumptions (if any) indicated in the relevant SOW. Client shall promptly inform HighPoint if any of these assumptions are incorrect. HighPoint shall be entitled to charge Client Additional Charges incurred by HighPoint arising from work done or goods supplied by HighPoint should any of these assumptions be incorrect.

3.6 Any estimate or indication by HighPoint as to the number of man days or time required by HighPoint to undertake a specific task and any date for delivery shall be construed as being an estimate only. HighPoint shall in no circumstances be liable for a delay or for any other loss, damage or other cost of whatsoever nature suffered or incurred by Client where such estimate or indication is incorrect or not achieved.

3.7 Client shall provide a safe environment to enable HighPoint to provide the Services. Client shall provide all necessary stationery, electricity, internet connectivity, bandwidth, telecommunication facilities and other consumables, materials and apparatus and all necessary and safe facilities for the proper undertaking of HighPoint's obligations under this Agreement when HighPoint is at the Site including without limitation such accommodation and office and car parking space as is reasonably required by HighPoint at the Site and Client's other locations as appropriate.

4. HARDWARE.

4.1 Where Hardware is to be supplied by HighPoint as part of a SOW, it will be more particularly set out in that SOW.

4.2 Where Client so requests, delivery of any such Hardware will be arranged by HighPoint at the cost of and upon request by Client. Delivery shall take place during normal business hours. Client shall ensure that it can receive the hardware during normal business hours. The Hardware shall be the responsibility of Client immediately after it has been unloaded from the delivery vehicle.

4.3 HighPoint shall not be liable for a delay in delivery of the Hardware howsoever arising. Any estimate or indication by HighPoint as to the delivery date shall be construed as being an estimate only. HighPoint shall in no circumstances be liable for any loss, damage or other cost of whatsoever nature (including without limitation Consequential Loss, loss of bargain or wasted expenditure) suffered or incurred by Client where such estimate or indication is incorrect.

4.4 Client shall provide all necessary access to HighPoint to enable HighPoint to comply with its obligations relating to delivery including, where the same has been expressly agreed to be provided by or on behalf of HighPoint configuration of the Hardware.

4.5 HighPoint shall use its reasonable endeavours to pass on to Client or assign any guarantee or warranty given to HighPoint by the supplier of the Hardware. HighPoint does not and shall not be obliged to offer any other warranty to Client in respect of the Hardware.

4.6 Installation

4.6.1 Client acknowledges that the power supply and other electrical and electromagnetic equipment, cabling and goods at the Site may affect the performance of the Hardware. HighPoint will indicate to Client in writing any particular environmental requirements for the Hardware.

4.6.2 Client acknowledges that it is solely responsible for preparing and maintaining the Site as a suitable environment for the Hardware. Save where otherwise indicated in a SOW, HighPoint shall not be responsible for preparing and maintaining the Site as a suitable environment for the Hardware.

4.7. Telecommunication (VOIP) Capability

4.7.1 Where a data transmission speed or telephone connectivity information is given by HighPoint or on behalf of a communication utility or the supplier of any Hardware, that speed is:

- 4.7.1.1 at all times subject to the performance of the operation of connection equipment and internet connectivity over which Client acknowledges that HighPoint has little or no control;
- 4.7.1.2 the maximum or theoretical capability of that connection equipment and internet connectivity;
- 4.7.1.3 given as a general indication only of the communication speed attainable.
- 4.7.2 Even where communications equipment is supplied by HighPoint, no guarantee or warranty is made as to any data transmission speed or connectivity since the data transmission speed achieved is dependent upon factors (external to that equipment and includes in any event those issues listed above) which are beyond HighPoint's control.
- 4.8 Property in the Hardware
- 4.8.1 The property (both legal and equitable) in the Hardware shall not pass to Client until the purchase price of the Hardware has been paid in full.
- 4.8.2 Until property in the Hardware has passed to Client, Client will hold the Hardware in a fiduciary capacity.
- 4.8.3 HighPoint may at any time after payment for the Hardware has become due take possession of the Hardware (which for the avoidance of doubt will include the right to stop the Hardware in transit) and remove the Hardware (including for the avoidance of doubt where the Hardware has become affixed) and for those purposes Client hereby grants HighPoint rights of entry over all premises in the possession of or under the control of Client.
- 4.8.4 HighPoint shall have the right to maintain an action against Client for the price of the Hardware notwithstanding that property in the Hardware has not passed.
- 4.9 HighPoint does not offer any support services in respect of the Hardware. HighPoint's sole responsibility in respect of the functionality and operation of the Hardware shall be (i) to use reasonable endeavours to pass on to Client the benefits of the Hardware manufacturer's guarantee or warranty in respect of the Hardware as provided for in Section 4.5.

5. FEES AND EXPENSES; PAYMENT.

- 5.1. Fees and Expenses. Client, in consideration for the Services provided under each SOW, will pay HighPoint the fees specified by the SOW on the payment provisions established by the SOW, or in absence of such provisions, within thirty (30) calendar days of HighPoint's invoice. In addition, Client will reimburse HighPoint for reasonable and expected Expenses within thirty (30) calendar days of HighPoint's invoice..
- 5.2. Taxes. All amounts described in this Agreement or in any SOW are exclusive of any VAT, sales taxes, use taxes and similar taxes and levies, excluding without limitation taxes based on HighPoint's net income, all of which will be the responsibility of Client.
- 5.3. Late Payments. Where HighPoint does not receive a payment from Client by the invoice due date under a SOW or where Client commits a material breach of this Agreement or a SOW, then without prejudice to HighPoint's other rights or remedies:
- 5.3.1. HighPoint shall be entitled to charge Client simple interest on any sums paid late from the due date until the date of payment: such interest shall be calculated on a daily basis at the rate of four per cent (4%) above the base lending rate of Barclays Bank plc from time to time prevailing, as well after as before any judgment;

5.3.2. HighPoint shall have the right to suspend performance of the Services or the provision of any Hardware under any SOW until Client pays all monies due; and

5.3.3. HighPoint shall be entitled to require payment in full in advance for all other monies due under any SOW before performing the remainder of the Services or providing any Hardware under a SOW.

5.4. Disputes. Notwithstanding the foregoing, Client may withhold payment of any amount it disputes in good faith and will not be deemed late or in default, if Client (a) by the invoice due date provides HighPoint with written notice describing in reasonable detail the basis for the dispute; (b) timely pays all undisputed amounts; and (c) cooperates in good faith with HighPoint's efforts to resolve the dispute. Client's payment of an invoice does not waive Client's right subsequently to dispute the invoice. Where the dispute is subsequently resolved or adjudicated other than wholly in Client's favour, HighPoint shall be entitled to charge Client interest at the rate and in the manner provided for in Section 5.3.1 above from the invoice due date.

5.5. Counterclaim. Save as provided for in Section 5.4, Client shall not be entitled to make a set-off or counter-claim or claim a lien in respect of any monies owed by Client and shall pay all amounts due to Highpoint under or further to this Agreement or a SOW without making a deduction of any kind.

5.6. Suspension. HighPoint shall be entitled to suspend any or all Services and the provision of any Hardware under all SOWs and require payment for any future invoice to be made in advance where (a) Client fails to pay any invoice it has not disputed under Section ~~5.45.4~~ and the failure continues for ten (10) calendar days after Client's receipt of notice or (b) or where Client commits any other material breach of this Agreement or a SOW.

6. TERM; TERMINATION

6.1. Term

6.1.1. This Agreement will become effective as of the Effective Date and will continue in full force and effect until terminated in accordance with this Section 6 (the "Term").

6.1.2. Each SOW will take effect on the Commencement Date and remain effective for the initial period specified in that SOW.

6.2. Termination for Cause and Fault

6.2.1 Either Party shall be entitled to terminate a SOW by written notice if the other Party commits a breach of a material provision of the SOW or of this Agreement as it applies to the SOW and fails to cure the breach within thirty (30) calendar days after receiving written notice of the breach.

6.2.2 HighPoint shall be entitled to terminate this Agreement and all SOWs where (a) Client ceases to carry on business or threatens so to do or (b) where Client (otherwise than for the purposes of amalgamation or reconstruction of a solvent company) convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal is made for a composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or a trustee, receiver, administrative receiver or a similar officer is appointed in respect of all or a part of the business or assets of Client or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of Client or for the

making of an administration order or (where Client is established in a country other than the United Kingdom) an event takes place in the territory in which Client is established which is similar to any of the foregoing;

6.3. Termination on Notice. Either Party shall be entitled to terminate this Agreement at any time by giving not less than thirty (30) days' notice so to do: provided always that such notice shall be expressed to take effect on an anniversary of the Commencement Date. Such termination shall not affect the continuance of any SOW previously entered into.

6.4. Effect of Termination. The expiration or termination of this Agreement will not affect any SOW then in force. The termination of any SOW will not affect the continuance of this Agreement or any other SOW. Sections 1, 2.1, 2.2.10, 3, 5, 6, 7, 8, 9, 10 and 11 will survive termination or expiration of this Agreement and remain in full force and effect. Termination of this Agreement or any SOW will not relieve either Party from any payment and other obligations the Party incurred prior to termination.

7. INTELLECTUAL PROPERTY.

7.1. Work Product. "Work Product" means all works, materials, software, documentation, methods, systems and anything else delivered as part of the Services but only to the extent that the foregoing is wholly and exclusively developed by HighPoint for Client.

7.2. Ownership of Work Product. Subject to the remainder of this Section 7, Client will have exclusive title and ownership rights, including all Intellectual Property rights throughout the world in all Work Product. HighPoint will execute and deliver all documents reasonably requested by Client regarding or related to the ownership or other Intellectual Property rights and registrations specified by this Section ~~7.27.2~~.

7.3. Reserved Materials. Notwithstanding the other provisions of this Agreement, HighPoint (as between HighPoint and Client) will have exclusive title and ownership rights, including Intellectual Property rights throughout the world, in all works materials, software, documentation, methods, apparatus, systems, and other materials other than Work Product including without limitation (a) owned or possessed by HighPoint or HighPoint's third party supplier prior to the execution of this Agreement; (b) developed by HighPoint independently of its work under this Agreement; or (c) prepared, developed, conceived, or delivered as part of or in connection with the Services but not comprising Work Product collectively, "Reserved Materials"), without regard to whether they were specifically adapted by HighPoint in providing the Services. On Client's payment in full for the Services, HighPoint will be deemed to have granted Client a perpetual, irrevocable, paid up non-exclusive licence under HighPoint's Intellectual Property rights to use the Reserved Materials solely to make complete and unrestricted use and enjoyment of the Work Product and other deliverables provided to Client under any SOW and without a right to sub-license the same.

8. CONFIDENTIALITY.

8.1. "Confidential Information" means all information and know-how (whether or not patentable and whether or not copyrightable) owned, possessed or used by one Party ("Owner") that Owner discloses or has disclosed to the other Party ("Recipient") or to which Recipient gains or has gained access because of the Parties' relationship, in each case prior to or after the execution of this Agreement, including any invention, product, formula, method, technique, algorithm, project, development, plan, vendor or customer information, equipment, trade secret, process, research, reports, laboratory, financial or technical data, marketing or operational information, computer program, software, software documentation, hardware design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and personnel data and human resources information;

provided, that Confidential Information will not include information which (1) is or becomes available to the public other than because of disclosure by Recipient or its employees in violation of this Agreement; (2) was known to Recipient prior to Recipient's receiving the same under this Agreement and not otherwise restricted by contract or law; or (3) becomes available to Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding the information. For avoidance of doubt, HighPoint Confidential Information will include all algorithms, data and other content (excluding Client Data) delivered to Client while providing Services under this Agreement.

8.2. Protection. Recipient will safeguard Owner's Confidential Information and prevent the unauthorized, negligent or inadvertent use, copying or disclosure thereof in a manner not less than that Recipient employs to protect its own proprietary information and always with at least a reasonable care.

8.3. Non-Use; Nondisclosure. Recipient will use Owner's Confidential Information only in performing or exercising its rights under this Agreement and for no other purpose. Recipient may disclose Owner's Confidential Information only (a) to those of its employees, representatives, agents and contractors who need to know the same and who have executed a confidentiality agreement in favor of Recipient or otherwise owe Recipient a duty of confidentiality; and (b) as required by the order or requirement of a court, administrative agency, or other governmental body; provided, that Recipient as soon as reasonably practicable will provide notice to Owner and, at Owner's reasonable request and expense, assist Owner in obtaining a protective order or otherwise prevent public disclosure of the information. Recipient as soon as reasonably practicable will notify Owner of any unauthorized use or disclosure of Owner's Confidential Information by Recipient or any Recipient employees, representatives, agents or contractors. Following the expiration or termination of Recipient's rights to use Owner's Confidential Information under this Agreement, Recipient at Owner's request will return to Owner all physical or electronic copies of the Confidential Information Owner delivered or disclosed, including with all copies made by Recipient, save only that Recipient may retain in confidence such records as it may be required to retain in law.

8.4. General Know-How. Notwithstanding anything to the contrary in this Agreement, HighPoint and its personnel will be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during any assignment with Client or in the course of providing the Services pursuant to a SOW, so long as HighPoint or its personnel acquire and apply the information without disclosure of any Confidential Information of Client.

9. MUTUAL HIRING PROTECTION.

9.1 Neither Party (the "Employing Party") during an SOW Term or within three months thereafter, will directly or indirectly (including through the use of any third party) employ or otherwise engage, or solicit or offer to employ or engage, any employee of the other Party with whom the Employing Party became acquainted with in connection with this Agreement or the SOW (each, a "Restricted Individual"), nor shall either Party enter or propose or offer to enter into any business relationship with any Restricted Individual, without the prior written consent of the other Party.

9.2 Neither Party (the "Employing Party") during an SOW Term or within three months thereafter, will directly or indirectly (including through the use of any third party) employ or otherwise engage, or solicit or offer to employ or engage, any consultant or contractor of the other party with whom the Employing Party became acquainted with in connection with this Agreement or the SOW (each, a "Restricted Individual"), nor shall either Party enter or

propose or offer to enter into any business relationship with any Restricted Individual, without the prior written consent of the other Party.

9.3 Each Party acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be difficult to ascertain the actual damages resulting from the breach. The Employing Party violating this will pay to the other Party an amount equal to fifty per cent (50%) of the affected Restricted Individual's total annual compensation as liquidated damages. The amount of liquidated damages is not intended as a penalty and is reasonably calculated based on the projected costs the injured Party would incur to identify, recruit, hire and train suitable replacements for the Restricted Individual.

9.4 The above provision of this Section 9 shall in any event not apply where the employee, consultant or contractor of the other Party responds to a public advertisement placed by the Employing Party.

10. WARRANTY; LIABILITY LIMITATIONS.

10.1 Save as expressly provided in this Agreement or a Statement of Work to the contrary all terms, conditions and warranties imposed on HighPoint and implied by statute, common law or otherwise howsoever arising and relating to the Services or the Hardware or any other services supplied pursuant to this Agreement or a Statement of Work are excluded to the maximum extent permissible by law.

10.2 HighPoint's charges to Client are determined on the basis of the exclusions from and limitations of liability contained in this Agreement and the Statements of Work. Client expressly agrees that these exclusions and limitations are reasonable because of (amongst other matters) the possibility that otherwise the amount of damages awardable to Client for a breach by HighPoint of this Agreement or a Statement of Work may be disproportionately greater than the price of the Services and Hardware.

10.3 The following provisions in this Section 10 set out HighPoint's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to Client in respect of:

10.3.1 a breach of HighPoint's contractual obligations

10.3.2 a tortious act or omission for which HighPoint is liable; or

10.3.3 an action arising out of a misrepresentation by or on behalf of HighPoint;

arising in connection with the performance or contemplated performance of this Agreement or a Statement of Work or out of an act done or omission made as a consequence of the entry into by HighPoint of this Agreement or a Statement of Work.

10.4 The total liability which HighPoint shall owe to Client and in respect of all claims howsoever arising shall not exceed the sum of one million nine hundred and fifty thousand pounds (£1,950,000).

10.5 HighPoint shall in no circumstances be liable to Client for any Consequential Loss, howsoever arising. HighPoint shall in no circumstances be liable to Client for any loss of bargain or wasted expenditure, howsoever arising.

10.6 HighPoint shall in no circumstances be liable to Client for any indirect loss, howsoever arising.

10.7 HighPoint shall not be responsible for any loss, destruction, alteration or disclosure of Client Data, howsoever arising.

10.8 Client shall only be entitled to bring a claim against HighPoint where Client issues legal proceedings against HighPoint within the period of thirty six (36) months commencing on the date upon which Client ought reasonably to have known of its entitlement to bring such a claim.

10.9 The exclusions from and limitations of liability referred to in this Section 10 do not apply so as to exclude or limit HighPoint's liability to Client for:

10.9.1 death or personal injury resulting from the negligence of HighPoint, its employees, agents or sub-contractors;

10.9.2 breach of HighPoint's implied undertaking (if any) as to title or the warranty (if any) as to quiet possession implied by law or statute;

10.9.3 damage for which HighPoint is liable to Client under part I of the Consumer Protection Act 1987 where Client acts as a consumer pursuant to that Act; or

10.9.4 fraud;

save that nothing in this Section 10 shall confer a right or remedy upon Client to which Client would not otherwise be entitled.

10.10 The exclusions from and limitations of liability set out in this Section 10 shall be considered severably. The invalidity or unenforceability of any part of this Section 10 shall not affect the validity or enforceability of any other part of this Section 10.

11. MISCELLANEOUS.

11.1. No Other Beneficiaries. A third party who is not a Party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement or a SOW.

11.2. Assignment. Neither Party may assign this Agreement or any SOW in whole or part without the prior consent of the other Party, such consent not unreasonably to be withheld. Notwithstanding the foregoing, no consent will be required for either Party to assign this Agreement and all SOWs in whole, but not in part, to an entity (a) controlling, controlled by or under common control with the assigning Party; (b) purchasing substantially all of the assigning Party's outstanding equity; or (c) purchasing substantially all of the assigning Party's assets to which this Agreement relates, provided, that the assignee agrees in writing to be bound by this Agreement and all SOWs.

11.3. Subcontractors. HighPoint shall be entitled to subcontract the performance of Services to third party consultants or contractors, provided, that HighPoint remains responsible to Client for the performance of the Services, and any breach of this Agreement by a subcontractor will be deemed a breach by HighPoint.

11.4. Force Majeure. Neither Party will be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of the Party or its contractors, agents or suppliers, including Acts of God, acts of civil or military authority, government regulations, embargoes, epidemic, public health emergency, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless the redundant power systems are also affected by any force majeure event, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers to utility or transmission failures, failure of phone lines or phone equipment, power failure, strikes or other labor disturbances (including a strike or other labor disturbance arising regarding the work

force of the Party taking advantage of this Section 11.411.4), Acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

11.5. Relationship of Parties. The Parties, in making and performing this Agreement, act and will act as independent contractors, and nothing in this Agreement will be construed or implied to create an agency, association, partnership or joint venture between the Parties. At no time will either Party make commitments or incur any charges or expenses for or in the name of the other Party. Neither HighPoint nor its employees and contractors will be entitled to any privileges or benefits that Client may provide to its employees, and HighPoint (as between HighPoint and Client) will remain responsible for payment of all unemployment, social security, income taxes and other payroll taxes or mandatory assessments imposed by any governmental body on employers regarding those of its employees engaged in performing the Services.

11.6. Notices.

11.6.1 All notices between the Parties relating to this Agreement or a SOW shall be in writing and may be sent by pre-paid first class post, express air mail or delivered by hand.

11.6.2 All such notices shall be deemed to have been served:

11.6.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting);

11.6.2.2 if sent by pre-paid air mail post shall be deemed to be served on the seventh day following the day of posting; or

11.6.2.3 if sent by email on a Business Day prior to 5.00 p.m., at the time of error-free transmission and if after 5.00 p.m. on the next Business Day after error-free transmission.

11.6.3 Any notice for HighPoint may be addressed to its registered office at the relevant time or to the following email address: scurran@HighPointit.co.uk with a copy being sent by email to the email address which has been previously used by Client regularly to send e-mail correspondence to HighPoint (or such other address or e-mail as may have been notified in writing by HighPoint expressly for such purpose from time to time). Any notice to Client may be addressed in the case of a company to its registered office address for the time being or in either case to Client at its address stated in this Agreement.

11.6.4 Any notice sent to Client by email may be sent to an email address which has been previously used by Client regularly to receive e-mail correspondence from HighPoint (or such other address or e-mail as may have been notified in writing or by email by Client expressly for such purpose from time to time).

11.7. Informal Dispute Resolution..

11.7.1 If a dispute arises out of or in connection with this Agreement or a SOW or the performance, validity or enforceability of it (a "Dispute") then the Parties shall follow the dispute resolution procedure set out in this Section 11.7.

11.7.2 Either Party shall give to the other written notice of the Dispute, setting out its nature and reasonable particulars (a "Dispute Notice"), together with reasonable supporting documentation. On service of the Dispute Notice, a director of HighPoint and the Client Liaison shall attempt in good faith to resolve the Dispute.

11.7.3 If the persons appointed in accordance with Section 11.7.2 are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to, a director of HighPoint and a director of Client in attempt in good faith to resolve it.

11.7.4 If the persons appointed in accordance with Section 11.7.3 are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, either Party shall be entitled to take such further steps as it considers appropriate to resolve the Dispute, including the initiation of court proceedings.

11.8. Governing Law and Jurisdiction. This Agreement will be governed by and construed under the substantive laws of England without regard to conflict of laws principles. The Parties will submit to the exclusive jurisdiction and venue of the English courts.

11.9. Complete Agreement. This Agreement, including the SOWs, constitutes the complete Agreement between the Parties and supersedes all previous communications and representations or agreements, whether oral, written or recorded electronically, regarding its subject matter. This Agreement shall not be modified or changed in whole or in part in any manner other than by an Agreement in writing duly signed by both Parties. The terms and conditions of this Agreement apply to each SOW and to any offer by HighPoint to supply Services and Hardware to Client to the exclusion of any other terms and conditions which Client proffers or seeks to impose or incorporate, or which are implied by trade, custom or practice. Client acknowledges that this Agreement and the SOWs shall prevail over any qualification, term or condition purported to be imposed by Client (whether in its sales documentation, invoice or elsewhere) (and whether purported to be imposed now or at a later point in time) and any previous course of dealing between Client and HighPoint. Any quote or SOW issued by HighPoint to Client shall, unless otherwise indicated in writing, be available for acceptance by Client within thirty (30) days of the date of issue of the quote or SOW.

11.10. Misrepresentations. The Parties acknowledge that in entering into this Agreement and a SOW entered into at the same time they have not relied upon any representations other than those reduced to writing in this Agreement or such a SOW. The provisions of this Section 11.10 shall not apply to any fraudulent misrepresentation.

11.11. Severability. If any provision of this Agreement, or the application of a provision to any person or circumstances, will to any extent be invalid or unenforceable, the remainder of this Agreement, or its application to any person or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and the unaffected portions of this Agreement will be valid and enforced to the fullest extent of the law.

11.12. Waiver and Amendment. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the provisions may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The failure of either Party at any time to enforce a provision of this Agreement or a SOW shall not be deemed a waiver of such provision or of any other provision of this Agreement or of a SOW or of such Party's right thereafter to enforce that or any provision of this Agreement or of a SOW.

11.13. Publicity. Notwithstanding the provisions of Section 8, HighPoint may, acting reasonably, publicise the existence of this Agreement or a SOW. HighPoint will make no other use of Client's name without Client's prior consent given in writing.

11.14. Interpretation. In this Agreement and each SOW, (a) any provisions defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural; (b) any use of the masculine, feminine or neuter will be deemed to include a reference to each of the other genders; (c) the words "include", "includes" or

“including” will be construed as followed by the words “without limitation;” (d) references to Section numbers are to Sections of this Agreement unless the context otherwise requires; (e) the Section headings shall not affect the interpretation of this Agreement; and (f) save where otherwise indicated where any consent is to be given by HighPoint under this Agreement or pursuant to any Statement of Work, HighPoint shall be entitled to give or withhold that consent at the absolute discretion of HighPoint and (g) reference to any legislation is to that legislation as amended and (h) reference to “writing” or “written” includes email or by electronic signature.

11.15. Counterparts; Electronic Transactions. This Agreement and any SOW may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A Party’s acceptance or approval of an SOW by electronic mail or other electronic means will bind the Party as if the Party had executed the SOW in writing.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

HIGH POINT SOLUTIONS LIMITED

[<insert name of Client>]

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Client's attention is drawn to the exclusions from and limitations of liability contained in this Master Services Agreement and in particular to the provisions of Sections 3.6, 4.5, 4.9, 5.5 and 9 of this Agreement

ATTACHMENT A

STATEMENT OF WORK

SOW _____, 202_