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Lot 1a: Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) - Master Services Agreement

Cloud Hosting – Terms and Conditions

Compiled & Presented By:	**Date:**	1/12/2025
Daren Oliver - CEO	**Version**	1.0

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THIS AGREEMENT is made on:

Parties

1. **Fitzrovia I.T. Limited,** a company incorporated in England with company number **3720812** having its registered office address at **Arthur Stanley House, 40-50 Tottenham Street, London W1T 4RN** (Supplier); and
2. **xxx,** a company incorporated in England with company number **xxx** having its registered office address at **xxx** (Client)

(each of the Supplier and the Client being a party and together the Supplier and the Client are the parties).

Background

a) The Client is xxxxxxxxxxxxxxxxxxxxxxxxxxxx.
b) The parties have agreed that the Supplier shall supply services to the Client on the terms set out in this Agreement.
c) The parties contemplate that the Supplier shall supply services to the Client on a call-off basis, such call-off to be agreed in writing by both parties.

The parties agree:

1. Definition and Interpretation

Affiliate	means any entity that directly or indirectly Controls is Controlled by, or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and any similar or equivalent laws in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Change	means any change to this Agreement including to any of the Services or to any of the Orders;
Change Control Procedure	means the process by which any Change is agreed as set out in clause 6;
Commencement Date	means the date of this Agreement;
Confidential Information	has the meaning given in clause 20;
Contract Manager	is the person appointed by each party to represent it in relation to day-to-day matters arising in relation to the Services and this Agreement;
Contract Year	means each consecutive period of 12 months commencing from the Commencement Date;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company OR has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
Client Materials	means any material owned by the Client or its Affiliates relating to the Services (and any modifications to that material);
Exit Plan	means a plan developed by the Supplier, in consultation with the Client, that outlines the necessary steps, procedures, responsibilities, and timelines to transition the Services from the

	Supplier to the Client or a new service provider upon termination of this Agreement.
Deliverables	means items ancillary to the supply of the Services to be supplied by the Supplier to the Client and as identified in the Services as deliverables;
Force Majeure	has the meaning given in clause 24;
Good Industry Practice	means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;
Goods	Means any goods, materials, components to be delivered by the Supplier as part of or in connection with the delivery of the Services;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade-marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to Clients and suppliers (whether written or in any other form and whether confidential or not);
Milestone	means an activity, process or outcome described in an Order relating to the Services to be provided under that Order;
Milestone Payment	means the percentage of the Prices described in the corresponding Order as being payable by the Client when the corresponding Milestones have been achieved by the Supplier;
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Client from time to time;
MSA Offence	has the meaning given in clause 22.1.1
Order	has the meaning given in clause 4;
Services	means, as the context permits, (i) the services listed in Schedule 1, or (ii) the services supplied to the Client by the Supplier pursuant to an Order, together with the Deliverables (where the context permits) and where applicable delivery of Service shall include the supply of Goods and shall be construed accordingly;
Software	means any software that is made available under licence as part of the Services
Specification	means the description of the Services set out in Schedule 1;
Statement of Work	means the detailed activities, timetable, dependencies, and sequence of events which the Supplier shall perform, or procure the performance of, when delivering the Services agreed between the parties pursuant to clause and forming part of an Order;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time;
Term	has the meaning set out in clause 2.1;

TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted, or extended from time to time);
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and

In this Agreement:

1.1. A reference to this Agreement includes its schedules, appendices and annexes (if any);

1.2. A reference to legislation is a reference to that legislation as in force as at the date of this Agreement or amended, extended, re-enacted, or consolidated from time to time.

2. Commencement and Term

2.1. This Agreement commences on the Commencement Date and shall continue in force until terminated by the parties pursuant to clause 17 or clause 24.3 (the Term).

3. Performance of the Services

3.1. During the Term, the Supplier agrees to supply, and the Client agrees to purchase, Services on the terms set out in this Agreement.

3.2. The Supplier shall provide the Services:

3.2.1. In accordance with Good Industry Practice;

3.2.2. in compliance with Client policies and procedures notified to the Supplier from time to time as are relevant to the Supplier's provision of the Services;

3.2.3. In accordance with these terms and any terms specifically set out in any Order;

3.2.4. obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under this Agreement

3.3. In respect of the supply of the Services to the Client, Client shall always and in all respects:

3.3.1. perform its obligations in accordance with the terms of this Agreement;

3.3.2. comply with any additional or special responsibilities and obligations of the Client specified in each Order;

3.3.3. where the Services so require, make its premises accessible to the Supplier as may be necessary for the Supplier to perform the Services and otherwise comply with its obligations under this Agreement;

3.3.4. provide the Client Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services;

3.3.5. obtain and maintain all necessary licences, permits and consents required to comply with its obligations under this Agreement.

3.4. The Supplier shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance in the corresponding Order. Services which do not have specified commencement or end dates shall be performed by the Supplier within a reasonable period of time

3.5. Service shall be delivered in accordance with the timetable set out in the Order. Unless otherwise specified in any Order the Supplier's liability for failure to meet any specified delivery date, shall be use all reasonable endeavours and ensure the use of all resources available to remedy any delay in delivery.

3.6. The Supplier shall not be liable for any delay or failure in Completion of the Services caused by any failure by the Client to make available the premises (where required for the performance of the Services) or any materials reasonably required by the Supplier for the performance of the Services or arising out of Force Majeure.

4. Orders

4.1. The Supplier and the Client shall agree from time to time the Services that are to be provided by the Supplier. Orders for the Services shall be substantially in the form set out in Schedule 1 or in any other form that the parties may agree in writing from time to time, provided always that where the Services are Services of the type which require the parties to agree a Statement of Work then that Statement of Work shall first be agreed by the parties pursuant to an Order

4.2. An Order shall not constitute a binding obligation on the Supplier to supply until the Supplier has acknowledged and accepted the Order in writing.

4.3. No variation to an Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Parties.

4.4. Each Order shall form part of and be interpreted in accordance with the provisions of this Agreement.

Certain Orders shall be for Services that are provided by third-party suppliers. Where the Services include services supplied by third parties, additional terms and conditions may apply. These third-party terms and conditions shall be incorporated by reference and shall govern the provision of the relevant services. The Supplier shall provide the Client with access to these third-party terms and conditions, which may be provided in the form of a Word document, PDF, or a hyperlink to a webpage. The Supplier shall ensure that the Client is informed of any such applicable terms and conditions prior to the commencement of the Services.

5. Further Terms

5.1. The Client acknowledges that the Services provided by the Supplier may include the provision of services delivered by third parties, including, but limited to,

5.1.1. OEM and CSP supplier arrangements;
5.1.2. Third party IT services including hosting or cloud services;
5.1.3. Supply of telecommunications services;
5.1.4. Third party services that are “passed through” to the Client by the Supplier; and
5.1.5. IT Security Services

In respect of such services, there may be terms and conditions relating to the supply of such services that are also applicable to the performance of such services. In such circumstances, the Supplier will specify in the Order which Services are subject to additional terms and conditions of the third-party supplier, and such terms and conditions shall be deemed to be incorporated herein by reference. The Supplier shall ensure that the Client is informed of these additional terms and conditions prior to the commencement of the Services.

All subscription costs would be locked down with 3rd-party suppliers for the initial 12 months of this agreement.

6. Change Control Procedure

6.1. Where the Client or the Supplier sees a need to change this Agreement (or any of the provisions therein, including the Services or the Orders), or to amend the Services or the service levels as set out in the Services or otherwise in an Order, the Supplier may at any time request, and the Client may at any time recommend, such Change and a Change request shall be submitted by the party requesting/recommending (as applicable) the Change to the other. Such Change shall be agreed by the parties only once the Change request is signed by both parties.

6.2. Until such Change is made in accordance with clause 6.1, the Client and the Supplier shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

7. Warranty

7.1. The Supplier warrants that:

7.1.1. the Services shall be performed in accordance with Good Industry Practice;

7.1.2. the Services performed and the Deliverables supplied shall be free from material defects.

7.2. The Client warrants that:

7.2.1. it has the right, power and authority to enter into this Agreement and grant to the Supplier the rights (if any) contemplated in this Agreement; and

7.2.2. the Client Materials and all other information, documents, materials, data or other items provided by the Client pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.

7.3. Subject to the provisions of clause 7.4, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services or Deliverables that do not comply with clause 7.1, provided that the Client serves a written notice on the Supplier that some or all of the Services or Deliverables (as the case may be) do not comply, identifying in sufficient detail the nature and extent of the defects within the period specified in the Order. Where the Supplier is providing services which include support service obligations, the Supplier's liability in respect of the Services is limited to providing the level of support in respect of the Services as set out in the Order.

7.4. The Supplier shall not be liable for any failure of the Services where the same whether in whole or in part as a result of a breach by the Client of any of its obligations under this Agreement or any design, specification or requirement of the Client.

7.5. Except as expressly set out in this clause 7, the Supplier gives no warranty and makes no representations in relation to the Services. All conditions, warranties or other terms implied by the Supply of Goods Act 1979 and by sections 12 to 16 of the Supply of Goods and Services Act 1982 are expressly excluded to the fullest extent permitted by law.

7.6. The provisions of this clause 7 set out the Client's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 7.1 or for any other error or defect in the defective performance of the Services.

7.7. Without prejudice to the warranties set out above, the Supplier shall, for a period of 60 calendar days from the date of completion of the project described in Order Form Ref: POF-001, provide remedial support at no additional cost to the Client to correct any defects or errors in the Services or Deliverables that arise from failure to meet the requirements set out in that Order Form.
This obligation is subject to:
the issue being notified in writing within the 60-day period;
the issue not resulting from Client modifications, third-party interference, or use outside the intended purpose; and
the issue not constituting a change request, enhancement, or additional functionality not included in the original scope.
For the avoidance of doubt, this hypercare period does not extend any warranties or create an ongoing support obligation unless expressly agreed in a new or amended Order Form.

8. Suspension of Services

8.1. If, in relation to an Order, the Supplier is prevented or delayed in performing the Services for any reason attributable to the Client, its Affiliates, employees, agents, representative or subcontractors, then the Supplier (without prejudice to its other rights):

8.1.1. may suspend performance of the affected Services under the relevant Order Form until such time as the Client remedies such delay; and

8.1.2. shall not be liable for any losses, damages, costs, and expenses incurred by the Client as a result of such suspension.

8.2. The Supplier may, without terminating this Agreement and without incurring any liability, suspend the provision of the affected Services (in whole or in part) under the relevant Order Form only in the following circumstances:

8.2.1. With immediate effect if the Client fails to make payment as required by Clause 12.2 within 30 days of the date of each invoice;

8.2.2. Immediately upon written notice if the Client is in breach of any material obligation under this Agreement and, in the case of remediable breach, the Client fails to remedy that breach within thirty 30 days of written notice of the breach;

8.2.3. Immediately upon written notice if the Client becomes Insolvent;

8.2.4. With immediate effect if the Supplier is obliged to comply with the order, instruction or request of a court, government, emergency services organisation or other competent judicial, governmental, administrative, or regulatory authority;

8.2.5. If necessary, to carry out planned operational and/or emergency works in accordance with applicable Service;

8.2.6. The Supplier reserves the right to suspend the Services temporarily in order to protect the Supplier network and infrastructure in the event that the Client has been notified of, or the Supplier has pursuant to the Services, detected, a denial-of-service attack or other act of cyber-terrorism;

8.2.7. With With immediate effect if the Client's use of the Services is causing material disruption to the proper functioning of systems used to deliver those Services, and the Client has failed to cease such activity following written notice from the Supplier;

8.2.8. If any agreement giving the Supplier access to the Client Network or any part thereof is cancelled, terminated, or suspended;

8.2.9. A Service has been affected by a Force Majeure Event;

8.2.10. If the Supplier in its reasonable opinion, has a good reason to suspect Fraudulent Activity or misuse of the Service.

8.3. The Supplier's right to suspend Services pursuant to Clause 8.2 above is without prejudice to the Supplier's termination rights under Clause 17 below, or any other right under this Contract or at Law.

The client will be informed, by email, 7-days prior to any cancellation of services.

8.4. Where the Supplier has suspended the Services pursuant to Clause 8.2 above and it has not been practicable to provide written notice prior to such suspension, the Supplier shall inform the Client as soon as is reasonably practicable thereafter.

8.5. The Supplier shall reinstate any suspended Services as soon as reasonably possible once the circumstances giving rise to the suspension right no longer exist.

8.6. The Client shall continue to pay for Services during the period of suspension, excluding where it was deemed the Supplier being at fault.

9. Supply of Goods

9.1. Where the performance of the Services, includes as part of the Order the supply of Goods, title in such Goods shall pass to the Client upon payment in full for such Goods by the Client.

9.2. Unless otherwise agreed, risk in the Goods shall pass to the Client upon delivery to the Client's premises (or nominated place of delivery).

10. Software

10.1. In the event that any licence to use Software is provided under or as part of any of the Services, the following provisions shall apply:

10.1.1. Unless otherwise provided to the contrary, Software will be licensed to the Client on a non-exclusive basis, for use by the Client for its own internal business purposes;

10.1.2. Use the Software only as provided in the Order, including in respect of limitations

of use, numbers of authorised users, geographical use and any other applicable provisions;

10.1.3. The Client shall have no right to further licence, or sub-contract the use of, such Software for any other purposes and it shall not use such Software for any other commercial purposes;

10.1.4. The Client shall keep the Software confidential and not disclose it, or any of its details, to any third party;

10.1.5. The Client shall not decompile, reverse engineer or create any competing software or programme or attempt to do any of the foregoing.

10.2. To the extent that the licensor of any Software includes any licence terms and conditions relating to its Software, those terms and conditions shall be included in any Order and shall be incorporated by reference into this Agreement.

10.3. Title in Software will remain with the original licensor of the Software.

11. Price

11.1. The Prices payable by the Client in respect of each Order shall be as set out in the Order. Prices shall, unless specified in such Order, be fixed for a period of 12 months and shall be subject to an annual increase in line with an increase in RPI.

11.2. The Prices are exclusive of VAT (or equivalent sales tax).

11.3. Where the Prices are calculable on a time and materials basis, the Supplier will keep time sheets showing the hours worked by each of the Supplier Personnel in respect of the provision of the corresponding Services.

11.4. Where the performance of the Services by the Supplier is delayed or suspended as provided for in clause 8, in additional for additional time for delivery of the Services, the Supplier shall be entitled to recover from the Client any additional costs and expenses reasonably incurred as a result of such delay, including additional labour or resource costs during such delay, provided that the Supplier shall use its reasonable endeavours to redeploy such labour so as to mitigate any losses.

12. Payment

12.1. The Supplier may issue its invoice in respect of an Order at any time after the Order is placed or, where the Order specifies Milestones Payments, the Supplier may issue its invoices for Milestone Payments upon the achievement of the corresponding Milestone acceptance, such acceptance to be in accordance with the agreed acceptance criteria.

12.2. The Client shall pay all invoices in full within 30 days of the date of each invoice to the bank account nominated by the Supplier in the Order.

12.3. Where sums due hereunder are not paid in full by the due date, the Supplier may, without limiting its other rights, charge interest on such sums at 2% percentage points a year above the Bank of England base rate from time to time in force. Interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full.

13. Data Protection

13.1. Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of Schedule 2.

14. Intellectual Property Rights

14.1. The Supplier licences to the Client on a non-exclusive basis the Supplier's Intellectual Property Rights in the Services and Deliverables and all other materials created by the Supplier pursuant to this Agreement.

14.2. Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

14.3. Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired, developed or used in connection with the Intellectual Property Rights or otherwise in connection with this Agreement provided always that such skills, techniques or Know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

15. Limitation of liability

15.1. The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.

15.2. Subject to clauses 15.5 and 15.6, the total aggregate liability of each Party under or in connection with this Agreement (howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the total fees payable under the relevant Order Form.

15.3. Subject to clause 15.6, the Supplier shall not be liable for any indirect or consequential losses or for any loss of profit, loss of business loss of opportunity, loss of savings or loss of goodwill.

15.4. The Supplier shall not be liable for any loss or corruption of data of the Client unless such loss arose out of the negligent acts or omissions of the Supplier or the Supplier Personnel. In such circumstances the liability of the Supplier shall be limited to the cost of restoring the data to the latest back up version maintained by the Supplier.

15.5. The limitations of liability set out in clause 15.2 shall not apply in respect of liability under any indemnities given under this Agreement.

15.6. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

15.6.1. death or personal injury caused by negligence;

15.6.2. fraud or fraudulent misrepresentation; or

15.6.3. any other losses which cannot be excluded or limited by applicable law.

16. Indemnity

16.1. The Supplier shall indemnify the Client for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**).

16.2. In the event that the Client receives notice of any IPR Claim, it shall:

16.2.1. notify the Supplier in writing as soon as reasonably practicable;

16.2.2. not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed);

16.2.3. let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if the Supplier fails to conduct the Claim in a timely or proper manner the Client may conduct the Claim at the expense of the Supplier;

16.2.4. take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and

16.2.5. provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Client.

16.3. If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

16.3.1. procure for the Client the right to continue receiving the relevant Services or using and possessing the relevant Deliverables;

16.3.2. re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or Deliverables remain in conformance to the Specification; or

16.3.3. in the event that neither is possible, at the Supplier's option refund the Client amounts paid by the Client in respect of such infringing Services or Deliverables.

16.4. The Supplier's obligations under clause 16.1 shall not apply to Deliverables modified or used by the Client other than in accordance with this Agreement or the Supplier's reasonable written instructions.

16.5. In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

17. Termination

17.1. This Agreement shall continue in full force until completion of the project set out in the Order Form (Ref:xxxxxxxxxxxxx). Upon completion of the project, this Agreement shall automatically terminate unless otherwise agreed in writing by the Parties.

17.2. With respect to any Orders placed in accordance with this Agreement, such Orders shall continue in accordance with the terms set out in such Order and may be terminated in accordance with such Order. It is acknowledged that Services subject to Orders may be terminated on different notice periods (depending on the Service) and Orders for Services (or parts thereof) may be terminated in part whilst other parts of the Order remain in effect.

17.3. Either party may terminate this Agreement, in whole or in part, and/or any Orders being performed under it, in whole or in part, at any time by giving notice in writing to the other party if:

17.3.1. the other party commits a material breach of this Agreement and such breach is not remediable;

17.3.2. the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach;

17.3.3. any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

17.4. Either party may terminate this Agreement, in whole or in part, and/or any Orders being performed under it, in whole or in part, at any time by giving notice in writing to the other party if that other party:

17.4.1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

17.4.2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

17.4.3. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

17.4.4. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
17.4.5. has a resolution passed for its winding up;
17.4.6. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
17.4.7. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
17.4.8. has a freezing order made against it;
17.4.9. is subject to any events or circumstances analogous to those in clauses 17.4.1 to 17.4.8 in any jurisdiction.

17.5. The right of a party to terminate the Agreement pursuant to clause 17.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of a solvent amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

17.6. On termination of this Agreement for any reason:
17.6.1. the Supplier shall immediately stop the performance of all Services;
17.6.2. the Supplier shall promptly invoice the Client for all Services performed but not yet invoiced;
17.6.3. without prejudice to any additional obligations under, the parties shall within five Business Days return any materials of the other party then in its possession or control; and
17.6.4. all rights granted to the Client under this Agreement or any Order shall immediately cease.

17.7. The following clauses of this Agreement shall survive termination, howsoever caused:
17.7.1. clause 7 (warranty);
17.7.2. clause 13 (data protection);
17.7.3. clause 15 (limitation of liability);
17.7.4. clause 16(indemnity);
17.7.5. clause 17.6 (consequence of termination);
17.7.6. clause 19 (personnel)
17.7.7. clause 20 (non-solicitation)
17.7.8. clause 21 (confidential information);
17.7.9. clause 24 (dispute resolution);
17.7.10. clause 27 (notices);
17.7.11. clause 40 (third party rights);
17.7.12. clauses 41 and 42 (governing law and jurisdiction);

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

18. Exit management

18.1. The Client acknowledges that an Exit Plan may not be feasible under certain circumstances related to the termination of services. When the Supplier deems an Exit Plan pertinent to the agreement between the Parties, the ensuing conditions shall be observed:
18.1.1. The Parties agree to abide by their individual responsibilities under any relevant exit plan.
18.1.2. Any exit plans provided by the Supplier shall be considered a billable service and treated as a distinct project.
18.1.3. No Exit Plan shall obligate the Supplier to extend services to the Client post the termination of this contract initiated by the Supplier.

18.2. The Client shall settle all outstanding invoices in full prior to the handover of the off-boarding document and the completion of the exit management process.

18.3. The Supplier is under no obligation to commence the off-boarding process or deliver any exit documentation to the Client until confirmation of such payment settlement is received.

18.4. Upon the issuance of a termination notice by either party, the standard payment terms as outlined in Clause 12.2 of this Agreement are superseded by the terms of this clause. Notwithstanding any individual invoice due dates, all outstanding invoices shall become immediately payable by the Client. This provision is designed to ensure that all financial obligations are resolved promptly, facilitating an orderly and efficient termination process.

19. Personnel

19.1. It is agreed by the Parties that the entry into of this Agreement and the delivery of the Services by the Supplier is not intended to trigger any of the TUPE Regulations in respect of existing services performed for the Client, whether by itself or a third party.

20. Non-solicitation

20.1. In order to protect the legitimate business interests of the Supplier, the Client shall not, during the term of this Agreement or for a period of 12 months following its termination, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

20.1.1. solicit, entice or induce, or endeavour to solicit, entice or induce, any employee of the Supplier with a view to employing or engaging that person, or

20.1.2. employ or engage, or offer to employ or engage any employee of the Supplier without the prior written consent of the Supplier.

20.2. Notwithstanding clause 20.1 the Client may employ or engage any employee of the Supplier who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the other party or via an advertisement placed publicly by the Client (either in the press, social media, online or in trade and industry publications).

21. Confidential information

21.1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, Clients, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 21.2.

21.2. A party may:

21.2.1. subject to clause 20.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 21 as if it were a party;

21.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

21.2.3. use Confidential Information only to perform any obligations under this Agreement, provided that such use does not conflict with the provisions of clause 21.5.

21.3. Each party recognises that any breach or threatened breach of clause 21 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

21.4. Clause 21 shall bind the parties during the Term and for a period of three years following termination of this Agreement.

21.5. To the extent any Confidential Information is Personal Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of Schedule 2.

22. Anti-bribery

22.1. For the purposes of clause 22 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

22.2. Each Party shall ensure that it and each of its employees, or agents does not, by any act or omission, place the other Party in breach of any Bribery Laws. Each Party shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of clause 22 and ensure that each person employed by or acting for or on behalf of it involved in connection with this Agreement, so comply.

22.3. Any breach of clause 22 shall be deemed a material breach of this Agreement that is not remediable and shall entitle the other Party to immediately terminate this Agreement by notice under clause 17.3.1.

23. Modern slavery

23.1. Each Party undertakes, warrants and represents that:

23.1.1. neither it nor any of its officers, employees, agents or subcontractors has:

23.1.1.1. committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or

23.1.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

23.1.1.3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

23.2. it shall comply with the Modern Slavery Act 2015.

23.2.1. Any breach of clause 23.1 shall be deemed a material breach of the agreement and shall entitle the other Party to terminate the Agreement in accordance with clause 17.3.1.

24. Dispute resolution

24.1. Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of clause 24.

24.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

24.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

24.3.1. within 7 days of service of the notice, the COOs or Commercial Directors of the parties shall meet to discuss the dispute and attempt to resolve it; and

24.3.2. if the dispute has not been resolved within 7 days of the first meeting of the COOs or Commercial Directors, then the matter shall be referred to the CEOs. The CEOs shall meet within 7 days to discuss the dispute and attempt to resolve it.

24.4. The specific format for the resolution of the dispute under clause 24.3.1 and, if necessary, clause 24.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

24.5. If the dispute has not been resolved within 10 days of the first meeting of the CEOs under clause 24.3.2 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

24.6. Until the parties have completed the steps referred to in clauses 24.3 to 24.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

25. Force majeure

25.1. In this clause '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

25.2. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

25.2.1. promptly notifies the other of the Force Majeure event and its expected duration; and

25.2.2. uses reasonable endeavours to minimise the effects of that event.

25.3. If, due to Force Majeure, a party:

25.3.1. is or is likely to be unable to perform a material obligation; or

25.3.2. is or is likely to be delayed in or prevented from performing its obligations for a period of more than 60 Business Days,

25.4. the other party may terminate this Agreement on not less than 30 days' written notice.

26. Entire agreement

26.1. The parties agree that this Agreement and the Orders entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

26.2. Each party acknowledges that it has not entered into this Agreement and the Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

26.3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

27. Notices

27.1. Any notice or other communication given by a party under this Agreement shall:

27.1.1. be in writing and in English;

27.1.2. be signed by, or on behalf of, the party giving it; and

27.1.3. be sent to the relevant party at the address set out in clause 27.3.

27.2. Notices may be given, and are deemed received:

27.2.1. by hand: on receipt of a signature at the time of delivery;

27.2.2. by courier, upon signature for receipt from the courier

27.2.3. by first class post: at 9.00 am on the second Business Day after posting; and
27.2.4. by email on receipt of an email to the correct address.

27.3. Notices and other communications shall be sent to:
27.3.1. Fitzrovia I.T. Limited for the attention of Daren Oliver, dareno@fitzroviait.com at Holden House, 57 Rathbone Place, London W1T 1JU and copied to Daniel Kelliher, dank@fitzroviait.com at Holden House, 57 Rathbone Place, London W1T 1JU;
27.3.2. xxxxxxxxxxxxxx for the attention of xxxxxxxxxxxxxxxxxxx, <email address> at office address

27.4. Any change to the contact details of a party as set out in clause 27.3 shall be notified to the other party in accordance with this clause 27 and shall be effective:
27.4.1. on the date specified in the notice as being the date of such change; or
27.4.2. if no date is so specified, 90 Business Days after the notice is deemed to be received.

27.5. All references to time are to the local time at the place of deemed receipt.

27.6. This clause does not apply to notices given in legal proceedings or arbitration.

28. Announcements

28.1. Subject to clause 28.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

28.2. If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
28.2.1. notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
28.2.2. make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and
28.2.3. make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

28.3. The Supplier shall be entitled to make reference on its marketing materials, including its website, that the Client is a Client of the Supplier for the Services hereunder.

29. Further assurance

29.1. The Client shall at the request of the Supplier, and at the cost of the Client, do all acts and execute all documents which are necessary to give full effect to this Agreement.

30. Variation

30.1. No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

31. Assignment

31.1. The Client or Supplier may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Clients or Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

31.2. The Supplier may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate.

32. Set off

32.1. Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

33. No partnership or agency

33.1. The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

34. Severance

34.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

34.2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

35. Waiver

35.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

35.2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

35.3. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

36. Compliance with law

36.1. Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 36 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

37. Conflicts within agreement

37.1. In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

37.1.1. the terms and conditions in the main body of this Agreement and Clause 13;

37.1.2. the other Schedules; and

37.1.3. the Order.

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37.2. Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

38. Counterparts

38.1. This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

39. Costs and expenses

39.1. Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

40. Third party rights

40.1. Except as expressly provided for in clause 40.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

40.2. The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

41. Governing law

41.1. This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

42. Jurisdiction

42.1. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this agreement:

xxxxxxxxxxxxxx		Fitzrovia IT Limited	
Signed By:		**Signed By:**	
Name		**Name**	Daren Oliver
Title:		**Title:**	CEO
Date:		**Date:**	

Schedule 1 – The Service Order Form

Service Order Form Name	Date Signed	Signed

Schedule 2 – Data Protection

Part A - Operative provisions

1. Definitions

1.1. In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed** and **processes** shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement; and
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.
UK GDPR	means the UK version of the General Data Protection Regulation, Regulation (EU) 2016/679 as applicable in the UK;

2. Customer's compliance with data protection laws

2.1. The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.

3. Supplier's compliance with data protection laws

3.1. The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4. Indemnity

4.1. Each party (the "Indemnifying Party") shall indemnify and keep indemnified the other party (the "Indemnified Party") against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands, and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Indemnifying Party of its obligations under this Schedule. This indemnity shall be capped at an amount equal to the total fees payable under the Order Form relating to the Services to which the breach pertains. The indemnity shall be limited to direct losses and shall not cover any indirect or consequential losses.

5. Instructions

5.1. The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with this Schedule and this Agreement (including when making any transfer to which paragraph 10 relates), except to the extent:

5.1.1. that alternative processing instructions are agreed between the parties in writing; or

5.1.2. otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

6. Security

6.1. Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7. Sub-processing and personnel

7.1. The Supplier shall:

7.1.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the specific written authorisation of the Customer;

7.1.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

7.1.3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

7.1.4. ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8. Assistance

8.1. The Supplier shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier.

8.2. The Supplier shall (at the Customer's cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

9. International transfers

9.1. The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or the EU or to any International Organisation without the prior written authorisation of the Customer.

10. Audits and processing

10.1. The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11).

11. Deletion/return and survival

11.1. On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This Schedule shall survive the termination or expiry of this Agreement.

Part B - Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by the Supplier under this **Agreement** shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section:

1. **Subject-matter of processing:**
   In providing the Services set out in this Agreement, the Supplier may access, manage, and support IT systems and infrastructure that could involve processing personal data related to the Client's business activities

2. **Duration of the processing:**
   The processing of personal data by the Supplier under this Agreement shall continue for the duration of the Agreement, or until the data is no longer necessary for the purpose of providing the contracted Services, whichever is sooner.

3. **Nature and purpose of the processing:**
   The Supplier will engage in processing activities necessary for the provision of IT support and services, which may include data storage, system maintenance, and other measures aimed at ensuring the effective management of IT systems and

infrastructure. These activities are intended to support the Client's business operations.

4. **Type of Personal Data:**
   The types of Personal Data that may be processed include, but are not limited to, contact details (name, email, phone number), professional information (job titles, employment history), and any other personal data contained within the Client's IT systems necessary for the provision of the Services.

5. **Categories of Data Subjects:**
   Data Subjects may include individuals whose personal data is necessary for the provision of the contracted Services. The identification of specific categories of Data Subjects, such as the Client's employees, candidates, or clients, will depend on the nature of the data made accessible to the Supplier for the purpose of delivering these Services.

6. **Specific processing instructions:**
   The Supplier will process personal data as per the Client's guidelines, within the bounds of operational efficiency and best practices. Requests for processing beyond these bounds are subject to the Supplier's discretion and agreement. Reasonable data protection measures, aligned with industry standards, will be applied.

Section 2—Minimum technical and organisational security measures

1. The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

   1.1. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.