UNIFEYE MASTER SERVICES AGREEMENT v1.1

1. APPLICATION OF TERMS

1.1 Unifeye will provide services whether subscriptions, professional services or otherwise ("**Services**") to the Customer named in this Master Services Agreement (this "**MSA**" or "**Agreement**") in accordance with the requirements of this MSA and the terms of the relevant Statement of Work ("**SOW**") with each SOW forming a separately enforceable contract in respect of those Services. All of these documents shall prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. In the event of, and only to the extent of, any conflict or inconsistency between any of those sets of terms, such conflict or inconsistency shall be resolved according to the order of priority set out above.

1.2 The MSA shall take effect on the Agreement Commencement Date specified below and shall continue unless otherwise terminated as provided in clause 12. The contract formed by each SOW for the relevant services shall commence on the date specified in that SOW ("**Services Commencement Date**") and shall continue for the initial period specified in the relevant SOW ("**Initial Term**") and, thereafter, each relevant SOW shall, unless otherwise terminated as provided in clause 12, be automatically renewed for successive periods equal to the Initial Term (each a "**Renewal Period**" and together the "**Services Term**").

1.3 In this Agreement, "**Intellectual Property Rights**" means patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

2. UNIFEYE'S OBLIGATIONS

2.1 Unifeye will perform the Services substantially in accordance with their description and with reasonable skill and care.

2.2 Notwithstanding clause 2.1, unless otherwise specified in the relevant SOW or Service Terms:

2.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use including any decisions the Customer takes based on its access to, use of or interpretation of content available through the Services;

2.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

2.2.3 the Services are provided to the Customer on an "as is" basis;

2.2.4 Unifeye is not responsible for any non-conformance which is caused by use of the Services contrary to Unifeye's instructions, or modification or alteration of the Services by any party other than Unifeye or Unifeye's duly authorised contractors or agents;

2.2.5 Unifeye does not warrant that: (i) the Customer's use of the Services will be uninterrupted or error-free; or (ii) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or (iii) the platform underlying the Service will be free from a weakness in the computational logic or viruses; and

2.2.6 Unifeye shall use all reasonable endeavours to meet any performance dates specified in the relevant SOW, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.2.7 Unifeye is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

2.3 This Agreement shall not prevent Unifeye from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

2.4 Unifeye reserves the right to amend the description of the Service in the relevant SOW if

necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Unifeye shall notify the Customer in any such event.

2.5 Unifeye warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

2.6 Where the SOW is for subscription Services, Unifeye shall:

2.6.1 use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and (ii) unscheduled maintenance performed outside 9.00 am to 5.00 pm local UK time, each business day.

2.6.2 Unless specified otherwise in the SOW, Unifeye cannot guarantee any process will complete successfully but where this happens Unifeye will: (i) identify this to the Customer via email and record it in the report to the Customer; (ii) limit the downstream processing beyond the point of failure; (iii) not charge the Customer for such failed processing; and

2.6.3 Unless specified otherwise in the SOW Customer acknowledges that Unifeye cannot guarantee execution times which may vary each instance due to various factors (such as system speed, internet bandwidth etc.) and the Fees may vary accordingly from any estimates provided based on initial user testing but where Fees vary in excess of 20%+/- Unifeye will investigate and discuss with the Customer.

2.7 Where the SOW is for professional Services, Unifeye shall, during the Services Term, provide the professional services and supply deliverables ("**Deliverables**") to the Customer on and subject to the terms of this Agreement in accordance with the SOW.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall:

3.1.1 provide Unifeye with all necessary co-operation in relation to this Agreement in order to provide the Services including any appropriate access to the Customer's premises or IT systems;

3.1.2 ensure that the details and terms in the relevant SOW and any specification referred to are complete and accurate;

3.1.3 provide Unifeye with such information and materials as Unifeye may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

3.1.4 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations and maintain all necessary licences, consents, and permissions with respect to its activities under this Agreement.

3.2 If Unifeye's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

3.2.1 without limiting or affecting any other right or remedy available to it, Unifeye shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Unifeye's performance of any of its obligations;

3.2.2 Unifeye shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Unifeye's failure or delay to perform any of its obligations as set out in this clause 3.2; and

3.2.3 the Customer shall reimburse Unifeye on written demand for any costs or losses sustained or incurred by Unifeye arising directly or indirectly from the Customer Default.

3.3 The Customer shall keep all materials, equipment, documents and other property of Unifeye ("**Unifeye Materials**") at the Customer's premises in safe custody at its own risk, maintain Unifeye Materials in good condition until returned to Unifeye, and not dispose of or use Unifeye Materials other than in accordance with Unifeye's written instructions or authorisation.

3.4 Where the SOW is for subscription Services, the Customer shall ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.

4. CHARGES AND PAYMENT

4.1 The Customer shall pay the fees and charges as set out in the relevant SOW (the "**Fees**") to Unifeye for the Services in accordance with this clause and the relevant SOW.

4.2 Unifeye shall invoice the Customer at the frequency specified in the SOW. If not specified in the SOW, Unifeye shall invoice the Customer as follows:

4.2.1 for subscriptions, on the Services Commencement Date specified in the SOW for the Fees payable in respect of the Initial Term and each renewal payment at least 30 days prior to each anniversary of the Services Commencement Date for the Fees payable in respect of the next Renewal Period; and

4.2.2 for professional services either on a fixed fee basis or, where an hourly or daily rate is specified, on a time and materials basis in accordance with that rate calculated on an eight-hour day from 8.00 am to 5.00 pm worked on UK business days.

4.3 Unless the SOW expressly prevents Unifeye from charging for expenses, Unifeye shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Unifeye engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Unifeye for the performance of the Services, and for the cost of any materials.

4.4 The Customer shall raise any dispute in respect of any invoice within 14 days of receipt, after which the invoice shall be deemed accepted. Unless otherwise specified in the relevant SOW the Customer shall pay each invoice within 30 days after the date of such invoice.

4.5 If Unifeye has not received payment within 28 days after the due date, and without prejudice to any other rights and remedies of Unifeye:

4.5.1 Unifeye may where applicable and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Unifeye shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

4.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Barclays Bank Plc from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

4.6 All amounts and fees stated or referred to in this Agreement: (i) shall be payable in the currency specified in the SOW, failing which in pounds sterling; (ii) are, subject to clause 11.2.2, non-cancellable and non-refundable; (iii) are exclusive of value added tax, which shall be added to Unifeye's invoice(s) at the appropriate rate; and (iv) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.7 Without prejudice to Unifeye's rights in clauses 4.4, 4.5 or 4.6, each invoice raised shall be separate from any other invoice and each undisputed invoice shall be payable regardless of any dispute for any other invoice.

5. PROPRIETARY RIGHTS

5.1 This clause applies to subscription Services.

5.2 The Customer acknowledges and agrees that Unifeye and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

5.3 Unifeye confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

6. USER SUBSCRIPTIONS

6.1 This clause applies to subscription Services.

6.2 Subject to the Customer's payment in accordance with clause 3.2, the restrictions set out in this clause and the other terms and conditions of this Agreement, Unifeye hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit those employees, agents and independent contractors of the Customer who are authorised by the Customer to (the "**Authorised Users**") to use the relevant subscription service and/or automation as a service made available by Unifeye to the Customer on a subscription basis under this Agreement as described in the relevant SOW during the Services Term solely for the Customer's normal business operations including providing services to its clients.

6.3 In relation to the Authorised Users, the Customer acknowledges that Unifeye may use its admin access to confirm that use of the Services is in accordance with this agreement and, as appropriate and without prejudice to Unifeye's other rights, Unifeye may: (i) promptly disable any passwords; (ii) charge the Customer for any unauthorised use; and/or (iii) at its discretion suspend or terminate the Services as a whole.

6.4 The Customer shall not:

6.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service or the underlying platform in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the platform underlying the Service; or

6.4.2 access all or any part of the Services in order to build a product or service which competes with the Services; or

6.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or

6.4.4 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause.

6.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Unifeye.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 This clause applies to professional Services.

7.2 Unless otherwise expressly stated in the relevant SOW, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Unifeye.

7.3 Unifeye grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Services Term to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

7.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.3.

7.5 The Customer grants Unifeye a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Unifeye for the term of the Contract for the purpose of providing the Services to the Customer.

7.6 Unifeye assigns to Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights and all other rights in the Deliverables, excluding rights in the Unifeye Materials and third party software, platform or materials referred to in clause 8.

7.7 The Customer acknowledges and agrees that Unifeye shall be incorporating into the Deliverables the Unifeye Materials. Unifeye grants Customer a non-exclusive limited licence, revocable in accordance with this Agreement, to use and exploit the Unifeye Materials solely to the extent necessary to use the Deliverables.

7.8 The Customer grants Unifeye a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Unifeye for the term of the Contract for the purpose of providing the Services to the Customer.

7.9 Unifeye shall, promptly at Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Client may from time to time require for the purpose of securing for Customer the full benefit of this Agreement, including all rights, titles and interests in and to the Intellectual Property Rights and all other rights assigned to Client in accordance with clause 7.6

7.10 Unifeye shall obtain waivers of any moral rights in the products of the Services (including any Deliverables) to which any individual is now or may be at any future time entitled.

8. DATABRICKS & OTHER THIRD PARTIES

8.1 Where the provision of Services involves the use of proprietary software or access to a proprietary platform, the Customer acknowledges that such third-party proprietor owns all Intellectual Property Rights in including the processes, technology, software, know-how, trade secrets, improvements and modifications thereto.

8.2 The Customer acknowledges that it will need to become an authorised licensee of such third party's software or platform on the third party's standard terms. Such licence is likely to be limited, non-exclusive, non-transferable, revocable at any time.

8.3 The Databricks Product Terms are set forth in its standard licence available at https://www.databricks.com/legal/mcsa.

8.4 Unifeye acknowledges and agrees that Customer and its clients own and retain all

Intellectual Property Rights in all their data and Confidential Information inputted into or processed using the proprietary software or platform licensed in conjunction with this Agreement.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

10. INDEMNITY

10.1 Save in respect of where the indemnity in clause 10.2 applies, the Customer shall defend, indemnify and hold harmless Unifeye against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services.

10.2 Unifeye shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services in accordance with this Agreement infringes any intellectual property rights or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims.

10.3 In the defence or settlement of any claim, Unifeye may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 business days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4 In no event shall Unifeye, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (i) a modification of the Services or by anyone other than Unifeye; or (ii) the Customer's use of or reliance upon the Services in a manner contrary to the instructions given to the Customer by Unifeye; or (iii) the Customer's use of the Services after notice of the alleged or actual infringement from Unifeye or any appropriate authority.

10.5 The foregoing and clause 11.2.2 states the Customer's sole and exclusive rights and remedies, and Unifeye's (including Unifeye's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement excludes the liability of Unifeye: (i) for death or personal injury caused by Unifeye's negligence; or (ii) for fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.1:

11.2.1 Unifeye shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

11.2.2 Unifeye's total aggregate liability in contract (including in respect of the indemnity in clause 10), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

12. TERMINATION

12.1 Either party may terminate this Master Agreement immediately by giving notice in writing to the other. Termination of this Master Agreement shall not affect the continuation of each Services Contract, which may be terminated in accordance with the other provisions of this clause 12 and the provisions in the relevant SOW.

12.2 Either party may terminate a Services Contract upon the expiry of the then applicable Services Term by giving notice in writing at least 90 days before the end of the applicable Services Term.

12.3 Without affecting any other right or remedy available to it, either party may terminate a Services Contract with immediate effect by giving written notice to the other party if:

12.3.1 the other party commits a material breach of any other term of the Services Contract and, if such breach is remediable, fails to remedy that breach within a period of 14 days after being notified in writing to do so;

12.3.2 the other party is unable to pay its debts as they fall due or enters into any negotiation or files any application or has any application filed against it to postpone or restructure its debts or it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or a creditor, receive or administrator, or insolvency practitioner takes control of its business or it enters into administration or becomes insolvent,

12.4 Without affecting any other right or remedy available to it, Unifeye may terminate a Services Contract with immediate effect by giving written notice to the Customer if:

12.4.1 the Customer fails to pay any amount due under that Services Contract on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;

12.4.2 there is a change of the beneficial ownership of more than 50% of the issued share capital of the Customer or the legal power to direct or cause the direction of the general management of the Customer.

12.5 On termination of a Services Contract for any reason access to and use of the Services granted under that Services Contract shall immediately terminate and the Customer shall immediately cease all use of the Services.

13. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation and any separate agreement between them such as a Data Processing Addendum. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14. GENERAL

14.1 Force majeure. Unifeye shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

14.2 Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.3 Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

14.4 Assignment. The Customer shall not, without the prior written consent of Unifeye, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Unifeye may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.5 No partnership. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

14.6 Third party rights. This Agreement does not confer any rights on any person or party other than the parties to this Agreement.

14.7 Notices. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its postal or email address set out in the relevant SOW. A notice delivered by hand shall be deemed to have been received when delivered and a notice sent by email shall be deemed to have been received at the time of sending provided no automated response was received that the email was not delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

14.8 Governing law & jurisdiction. This Agreement shall be governed by and construed in accordance with the law of England and Wales whose courts shall have exclusive jurisdiction.

Signed for and on behalf of **UNIFEYE LTD** company number 16279076 whose registered office is at 4 Vicarage Road, Teddington, England, TW11 8EZ	Signed for and on behalf of [**NAME OF CUSTOMER**] company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]
by David Gillard	By [NAME]
.....	.....
Chief Operating Officer	.....

Agreement Commencement Date: [INSERT]

Contacts:

Unifeye: [INSERT NAME], [INSERT TITLE], [INSERT EMAIL]

Customer: [INSERT NAME], [INSERT TITLE], [INSERT EMAIL]