

**AGREEMENT**

between

CLOUDWICK UK LIMITED

and

[ ]

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**RE: Master Services Agreement**

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**DATED:** [ ]

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ (or if no date provided here, as of last date signed by a Party below) (the "Effective Date") by and between **CLOUDWICK UK LIMITED**, a private company limited by shares incorporated in England with Company registration number **12988726** having registered office at **Suite 101, Devonshire House 29-31 Elmfield Road, Bromley, Kent, United Kingdom, BR1 1LT** ("**COMPANY**") and \_\_\_\_\_, ("**Client**"), a \_\_\_\_\_ [private company limited by shares] incorporated in [ ] with registered company number \_\_\_\_\_ and having its registered office at [ ] and its principal place of business at \_\_\_\_\_ for itself and for the benefit of Client's Affiliates. As used herein, Client and Company are each referred to as a "Party" or collectively as the "Parties."

1. CERTAIN DEFINED TERMS. As used in this Agreement, the following capitalized terms shall have the following respective definitions (unless the context requires otherwise):

"Affiliates" of either Party means any entity that controls, is controlled by or is under common control with such Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

"Client Data" means any and all data pertaining to Client users or other individuals, including personally identifiable information and transactional data, that may be provided by Client to Company in connection with the Services or collected or obtained by Company in the course of performing the Services and any and all reports, analyses, compilations, studies, or other documents that contain or otherwise reflect any of the foregoing.

"Deliverables" means any and all content, technology, materials, creative, artwork, trademarks, information, reports, data, analyses, goods, documentation, work product, and other deliverables that that are developed, authored, conceived, originated, prepared or otherwise created by Company or its employees, agents or subcontractors for or on behalf of Client in connection with Company's performance of Services under this Agreement.

"Documentation" means any and all operation manuals, reference manuals, specifications, technical documents, proposals and other documentation relating to the Services and Deliverables now existing or produced from time to time by or on behalf of Company.

"Intellectual Property Rights" means any and all intellectual property rights throughout the world, including without limitation any and all patents, patent applications, copyrights, copyright applications, moral rights, trademarks, trade secret rights, rights to know-how, inventions and algorithms, and any and all similar or equivalent rights.

"Law(s)" means all national, intergovernmental, common law, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, orders of a court or governmental agency, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.

"Marks" means the trade marks, including registered and common law trademarks, trade names, service marks, logos, domain names and designations of a Party or its products and services.

"Requirements Documents" means any and all documents setting forth Client's requirements, use cases or functional specifications provided by Client to Company relating to any of the Services or Deliverables to be provided hereunder.

"Representatives" of either Party means any and all officers, directors, employees, consultants, contractors, subcontractors, agents, advisors and other representatives of such Party and its Affiliates.

"Schedule" means, the schedule in 2 parts annexed, and marked as relative, hereto.

"Specifications" means, collectively, the following documents to the extent applicable to a particular portion of the Deliverables: (i) the Statements of Work; (ii) the Requirements Documents; and (iii) the Documentation.

"Statement(s) of Work" or "SOW" means a document entered into between Company and Client under this Agreement that sets forth the specific terms and conditions pursuant to which Company shall perform certain Services and/or provide Deliverables. Each Statement of Work will be in a form substantially similar to the Statement of Work attached hereto as *Exhibit A* detailed in part 1 of the Schedule.

"Services" means the professional, consulting or other services to be provided by Company to Client pursuant to this Agreement and all of the services described in the Statements of Work.

"Work Product" means the (i) the Deliverables and (ii) any invention, whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works conceived, developed, reduced to practice, made, or created (or caused to be conceived, developed, reduced to practice, made, or created) by Company (solely or jointly with others) as part of or in connection with the providing of the Services to Client under this Agreement.

## 2. ENGAGEMENT OF COMPANY.

2.1. Statements of Work. Subject to the terms and conditions of this Agreement, Client hereby engages Company to perform Services and/or to provide Deliverables to Client as described in one or more Statements of Work, each of which is incorporated herein by reference. Each Statement of Work shall remain in effect until the earlier to occur of: (i) termination of such Statement of Work by either Party in accordance with Section 8; or (ii) completion of all Services and the acceptance of all Services and/or Deliverables by Client required thereunder. Any Client Affiliate shall be permitted to enter into Statements of Work hereunder and such Statement of Work shall be deemed to constitute a separate agreement, incorporating the terms and conditions hereof, between Company and the Client Affiliate placing the order, with such entity being deemed "Client" for purposes of this Agreement.

2.2. Change Orders. During the Term, Company and Client may agree upon additional Services to be performed and/or Deliverables to be provided by Company under a new SOW and/or may agree to modify the Services and/or Deliverables under an existing SOW. Any such modifications shall be set forth in a change order in substantially the form set forth in *Exhibit B* detailed in part 2 of the Schedule, or in an addendum or amendment to such Statement of Work signed by both Parties in accordance with change procedures set forth in the applicable SOW ("Change Order"). Any additional services, deliverables or modifications set forth in a SOW or Change Order shall be deemed to be Services and/or Deliverables for the purposes of this Agreement.

2.3. Development and Delivery of the Deliverables. Company shall (i) develop the Deliverables according to and based on the Specifications and (ii) deliver to Client each of the Deliverables in accordance with the schedule for the set forth in the applicable Statement of Work. Except as otherwise provided in the applicable Statement of Work: (a) Client shall have a reasonable period of time (not exceeding 14 days) in which to test and evaluate each Deliverable; (b) each Deliverable shall be subject to Client's final approval and acceptance, (c) if Client rejects any Deliverable, then Company shall promptly correct such Deliverable at no additional charge to Client and (d) the Company shall not invoice (or otherwise charge) Client for such Deliverable unless and until such Deliverable has been accepted in writing by Client.

2.4. Equipment. In performing the Services, Company shall provide Company's own equipment, tools, facilities and other materials at Company's own expense, except as otherwise expressly provided in a Statement of Work. If Client permits Company to use any of Client's equipment, tools or facilities, then: (i) such permission shall be gratuitous; and (ii) Company shall be responsible for any injury to any person (including death) or damage to property arising out of Company's use of such equipment, tools, or facilities.

2.5. Assigned Personnel. If Company assigns any of Company's employees, consultants, contractors, or other personnel to perform any of the Services at Client's offices or facilities (other than occasional visits for meetings with Client that are not scheduled on a regular basis) or to perform Services requiring access to Client Data or computer

systems ("Assigned Personnel"), then in compliance with all applicable laws Company shall ensure that each of the Assigned Personnel is authorised to work in the jurisdiction in which the person is assigned to perform Services. Upon Client's request and cost, Company will conduct a criminal background check on each Assigned Personnel covering the counties, states and/or countries in which the person was employed or resided for the past seven (7) years, and conduct a background check in such other areas as Client may reasonably specify (such as a check of driving record, credit check, etc.). Company will not provide employees or consultants who: (i) have criminal convictions involving violence or dishonesty; (ii) have a restriction (e.g. a court order or restrictive covenant) that would prevent the person from providing services or impose limitations on the services that the person is able to provide to Client; (iii) may present a higher than normal security risk to Client; or (iv) do not meet other guidelines specified by Client. Assigned Personnel who do not meet criteria acceptable to Client, in Client's sole discretion shall not be assigned to work hereunder, and Client shall have the right, at its sole option, to refuse access to any Assigned Personnel to any Client facility or Client Data. NOTHING IN THIS SECTION SHALL BE INTERPRETED AS RELIEVING OR CONTRAVENING COMPANY'S OBLIGATIONS TO COMPLY WITH ALL RELEVANT EMPLOYMENT LAWS.

**2.6. Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Client will not, nor attempt to, either directly or indirectly, solicit, induce, recruit or encourage any of Company's employees to leave their employment with either or to accept employment or a consulting role with either; provided, however, that this prohibition will not apply to advertisements of open positions that are made public by either party in a manner which does not specifically target the employees of Company.

During the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Client will not, nor attempt to, either directly or indirectly, in any capacity solicit the business of any Customer of the Company.

**2.7. Approval of Subcontractors.** Company shall obtain Client's written consent before entering into agreements with or otherwise engaging any subcontractors (including Affiliates of Company) who may supply any part of the Services and/or Deliverables to Client. Company shall remain directly responsible to Client for its subcontractors and shall indemnify Client for the actions or omissions of its subcontractors under the terms and conditions specified in Section 9 (Indemnification).

**2.8. Client's Offices and Facilities.** Company shall ensure that all Assigned Personnel: (i) comply with all applicable rules and policies of Client as established from time to time; (ii) agree to (and sign and deliver to Client in a timely manner) all of Client's then-current policies that are applicable to similar personnel, including without limitation Client's then-current Acceptable Use Policy; and (iii) take all necessary precautions to prevent injury to any persons or damage to property.

### 3. COMPENSATION.

**3.1. Fees.** Subject to the terms and conditions of this Agreement and the applicable Statement of Work: (i) Client shall pay to Company such fees at such times and under such conditions as provided in the applicable Statement of Work; (ii) Client shall not be responsible for any additional fees under such Statement of Work unless such additional fees and the related additions or changes to the scope of work thereof have been agreed to in a Changer Order; and (iii) upon termination of such Statement of Work or this Agreement for any reason but subject to the terms and conditions of this Agreement, Company shall be paid a portion of the fees as provided in the applicable Statement of Work representing the value of the Services completed as of the effective date of such termination.

**3.2. Invoices for Fees.** Company shall invoice Client for such fees as provided in the applicable Statement of Work and each such invoice shall clearly explain in detail the basis upon which such fees have been determined. Subject to the terms and conditions hereof, each proper undisputed invoice submitted to Client shall be due and payable within 30 days, unless otherwise stated and agreed to in SOW, after Client receives such invoice. All amounts payable under this Agreement shall be paid in UK Pounds Sterling. The Parties agree that Company shall be entitled to charge daily interest on all payments properly due to it from Client which are not paid on or before their due date for

payment both before and after judgment at the rate of eight (8) per cent above the base rate of the Bank of England from time to time.

3.3. Taxes. Each Party will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its income or gross receipts. Unless otherwise specified in a Statement of Work, rates for the Services and Deliverables shall include any applicable sales, use, excise, value added, service and other similar taxes. Each Statement of Work shall specify the amount of any taxes that are to be paid by Client and Client shall not be responsible for paying any amounts for any taxes unless such amounts are expressly specified in the applicable Statement of Work. If withholding of any tax is required under applicable law in respect of any payment by Client to Company hereunder, Client shall (i) withhold the appropriate amount from such payment and (ii) pay such amount to the relevant authorities in accordance with applicable laws. Upon request from Company, Client shall provide a copy of the tax receipt documenting payment of taxes to the relevant authorities.

3.4. Expenses. Subject to the terms and conditions of this Agreement and the applicable Statement of Work, Client shall reimburse Company for such actual reasonable expenses incurred by Company in the performance of the Services that have been expressly provided for in the applicable Statement of Work or have otherwise been approved in advance in writing by Client; *provided, however*, that no such expense shall be reimbursable unless: (i) Company furnishes to Client such documentation for authorised expenses as Client may reasonably request and (ii) such expense (if it is a travel expense) complies with Client's travel expense reimbursement policies provided to Company from time to time. Any expenses incurred by Company in performing the Services that are not expressly provided for in the applicable Statement of Work or otherwise pre-approved in writing by Client shall be the borne by Company. Subject to the terms and conditions hereof and except to the extent that the applicable Statement of Work provides otherwise, Company shall invoice Client monthly for the expenses permitted above and all payments for reimbursement of expenses shall be due and payable within 28 days after Client's receipt of the proper undisputed invoice therefor and any such requested documentation.

3.5. Estimates. If any of the Statements of Work provide for billing on a time-and-materials basis, then: (i) Company shall not invoice (or otherwise charge) Client for any amount in excess of a line-item estimate in a Statement of Work unless such excess has been approved by Client in writing in advance; and (ii) if an estimated amount for any line-item in a Statement of Work does not also specify how the actual amount for such line-item is to be calculated, then Company shall not invoice (or otherwise charge) Client for any amount in excess of such estimated amount. No Statement of Work shall use the word "estimate" unless and except to the extent that such Statement of Work provides for services to be billed on a time-and-materials basis.

### 3.6. Audit Rights.

3.6.1. *Financial Audits*. Company shall keep and maintain complete, detailed, and accurate books and records regarding all amounts charged to Client under this Agreement, including appropriate accounting records and documentation necessary to verify the basis of all such amounts charged to Client. All such records shall be kept for at least two years following the date that such amounts are charged to Client or for such longer period as may be required by the Companies Act 2006 (as amended from time to time) or other applicable Law. Promptly after any request therefor by Client from time to time, Company shall provide to Client (or its agents) such information, evidence, and/or reports regarding such amounts charged to Client (including without limitation such information as is reasonably necessary in order to ascertain the accuracy of the information provided in any reports provided to Client under this Agreement), in such manner, form, and substance as may be reasonably requested by Client. Client shall also have the right to audit such records during normal business hours at the business address of the company or any other address Company may reasonably stipulate at such time as is specified by Client provided that Client gives to Company written notice thereof at least seven days prior to the commencement thereof. Each Party shall bear such Party's own costs and expenses in connection with such audit.

3.6.2. *Compliance Audits*. Company shall provide Client and its auditors with access to Company's facilities and to data and records relating to the Services for purposes of verifying Company's compliance with this Agreement

(including Company's compliance with Section 5.2.3 and Section 7), provided that (i) such audits may only occur during normal business hours, and only after providing reasonable notice to Company (not less than 7 days' notice) and (ii) Client will comply with all standard safety and security procedures of Company in conducting any such audits. In addition, Company agrees to promptly provide such other information as Client may reasonably request in order to address any matters with or inquiries by any regulatory authority related to the Services.

#### 4. OWNERSHIP.

4.1. Company Materials. All information and materials, including computer software, provided to Client by Company or otherwise used by Company in connection with the Services, that Company developed or acquired prior to or independently of this Agreement ("Company Materials") are and shall remain the property of Company or its licensors, which shall retain all Intellectual Property Rights therein. To the extent any Company Materials are incorporated in any Deliverables, Company hereby grants to Client a nonexclusive, irrevocable, world-wide, perpetual, fully paid up and royalty-free license to use, copy, modify, maintain, support and create derivative works of such Company Materials solely as a part of the Deliverables. Client may not extract such Company Materials from the Deliverables for use separately therefrom, unless so permitted in writing by Company.

4.2. Client Information and Materials. All information, materials and technology, including the Requirements Documents, the Client Marks and any computer software, provided to Company by Client or otherwise used by Client in connection with the Services, including modifications, changes and derivatives thereto whether or not created as part of the Services ("Client Materials") are and shall remain the property of Client or its licensors, which shall retain all Intellectual Property Rights therein. Company obtains no right, title, or interest therein, except that during the Term Company may use the Client Materials for the sole, exclusive and limited purpose of performing the Services in compliance with the terms and conditions of this Agreement. Company shall comply with the terms of any license or other agreement applicable to such Client Materials. Company shall not encumber the Client Materials in any way, and promptly shall return to Client any and all Client Materials in Company's possession or control upon Client's request and, in any event, upon termination or expiration of this Agreement or the applicable Statement of Work.

4.3. Ownership of the Work Product. The Parties agree that all Work Product, all Intellectual Property Rights in and thereto and derivative works created therefrom shall be the sole and exclusive property of Client. Company hereby assigns and agrees to assign in the future to Client all right, title, and interest and any and all Intellectual Property Rights in and to the Work Product. Company acknowledges and agrees that all aspects of the Work Product that are protectable by copyright shall be deemed "works made for hire". Company agrees not to challenge the validity of Client's ownership of the Work Product and hereby waives any and all claims and rights of any nature whatsoever (including any moral rights) that Company may now or hereafter have with respect to the Work Product. In the event that Company has any Intellectual Property Rights in the Work Product that cannot be assigned or waived, then Company hereby unconditionally and irrevocably grants to Client an exclusive, worldwide, irrevocable, fully-paid, royalty-free, perpetual license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Work Product in any medium or format, whether now known or later developed. Company shall not use the Work Product for any purpose other than the performance of its obligations under this Agreement except to the extent that the Parties may otherwise expressly agree in writing.

4.4. Disclosure; Further Assurances. Company shall make full and appropriate written disclosure to Client (or any person designated by Client) about any portion of the Work Product that would constitute an invention promptly after any such invention is conceived, developed, reduced to practice, made, or created and promptly after any request therefore by Client. Company hereby agrees to execute (and deliver to Client) such further documents and instruments (including without limitation an Assignment of Copyright in the form provided by Client to Company) and to take such further actions that Client deems necessary or desirable in order to effect the assignment to Client of all of Company's right, title, and interest in and to the Work Product, promptly after any request therefore by Client. In the event that Company does not, for any reason, execute such documents within seven (7) days of Client's request, then Company hereby irrevocably appoints Client as Company's power of attorney for the purpose of executing such documents on Company's behalf, which appointment is coupled with an interest.

4.5. Appropriate Protection of Intellectual Property. No employee, consultant, or contractor of Company shall participate in the providing of the Services or any development work under this Agreement unless such employee, consultant, or contractor has first entered into an appropriate written agreement with Company that covers the assignment to Company all of the Intellectual Property Rights in and to such Services and/or development work. Company shall deliver to Client copies of such signed agreements promptly after any request therefor by Client.

## 5. REPRESENTATIONS AND WARRANTIES.

5.1. Good Standing, Authorization and Enforceability. Each of Company and Client represent and warrant that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (ii) its execution, delivery and performance of this Agreement has been duly authorised by all necessary corporate action; and (iii) this Agreement constitutes a valid and binding agreement of Company and Client, as applicable, enforceable against it in accordance with its terms.

5.2. Company Representations and Warranties. Company hereby represents and warrants to Client as follows:

5.2.1. *Rights Necessary.* Company has full power, authority, unrestricted ability, and all rights necessary: (i) to enter into this Agreement and to perform all of Company's obligations hereunder; (ii) to provide the Services to Client; (iii) to provide to Client the Deliverables and the Work Product for use as contemplated by this Agreement and the Statements of Work; (iv) to assign to Client the Work Product as set forth above (including without limitation the right to assign any Work Product created by Company's employees, consultants, and/or contractors); and (v) to grant to Client the licenses granted under this Agreement. Company has obtained or will obtain in the course of performing the Services, any and all consents, permits, licenses, and authorisations necessary for or in connection with providing the Services to Client. Company shall not grant to third parties, directly or indirectly, any rights or interest whatsoever in the Work Product. No portion of the Work Product is or shall be subject to any restrictions or to any charge, mortgages, liens, pledges, security interests, encumbrances, or encroachments. Company's entry into or performance of this Agreement does not and shall not violate any other agreement by which Company is bound.

5.2.2. *Qualified Personnel; Specifications.* The Services shall be performed, and the Deliverables shall be prepared and delivered, by qualified personnel in a timely manner on a good and workmanlike best-efforts basis; and shall meet and conform to all applicable Specifications and Documentation.

5.2.3. *Compliance with Laws.* Company and Company's employees, agents, consultants, and contractors have complied and shall comply with all laws applicable to Company's performance of the Services and other obligations hereunder. Company further represents and warrants that it (i) is compliant with all applicable anti-money laundering laws; (ii) in connection with Company's obligations and liabilities under this Agreement, Company will not and does not offer, promise, authorise, give, demand or accept any gift, loan, fee, reward or other advantage to or from any person (a) to do anything that is dishonest, illegal, or a breach of trust; (b) to obtain, retain or direct business; or (c) to secure any other improper advantage; (iii) Company will implement adequate procedures for its employees, agents, consultants, and contractors to comply with all applicable anti-corruption and anti-bribery laws and this section; and (iv) will keep accurate, full, and complete records that support the transactions made under this Agreement.

5.2.4. *Non-infringement.* The Services, the Deliverables, the Work Product, and the use thereof as contemplated by this Agreement and the Statements of Work: (a) do not and shall not infringe on any Intellectual Property Rights, rights of publicity or privacy, or other proprietary rights of any person, whether contractual, statutory, or at common law; and (b) do not and shall not violate any applicable laws.

5.3. Warranty Disclaimer. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EACH PARTY'S ONLY REPRESENTATIONS WARRANTIES AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

## 6. INSURANCE.

6.1. Insurance Requirements. During the Term and as otherwise provided below, Company, at its sole cost and expense, shall carry and maintain insurance coverage of the types listed below and any other insurance required by law, regulations or orders in any country where the Services are to be performed, with companies licensed to do business in the country in which the Services are to be performed, and that will comply with each of the requirements below. These minimum insurance requirements may not be interpreted in any way to limit Company's liability under this Agreement, including but not limited to Company's defence and indemnity obligations. Upon request, Company shall provide Client with certificates of insurance evidencing the coverages required. Any acceptance of insurance certificates by Client, or Company's failure to provide such certificates, will not limit or relieve Company of its duties and responsibilities with respect to maintaining insurance assumed by Company under this Agreement or constitute a waiver or modification of the requirements contained herein. Company's certificate(s) of insurance must note that the insurers issuing such coverage shall endeavor to provide Client with at least thirty (30) days' prior written notice in the event of cancellation or non-renewal of coverage.

## 6.2. Types of Coverage.

6.2.1. *Employer's Liability Insurance*. If Company has employees or acquires employees during the Term, then Company must maintain Employer's Liability insurance, as required by statute, law or regulation.

6.2.2. *Public Liability Insurance*. Company must maintain Public Liability insurance on an occurrence, not claims-made, basis, with limits of not less than £1,000,000 per occurrence and £2,000,000 in the annual aggregate. Such insurance must include coverage for bodily injury, property damage, advertising and personal injury, products/completed operations, contractual liability and cross-liability. Such insurance must include Client, its Affiliates, and their respective directors, officers, shareholders employees and agents as additional insured. Such insurance must be primary to and noncontributory with any insurance otherwise maintained by or afforded to Client, its Affiliates, and their respective directors, officers, shareholders, employees and agents.

6.2.3. *Errors and Omissions (Professional Liability or Professional Indemnity) Insurance*. Company must maintain Errors and Omissions insurance (also known as Professional Liability or Professional Indemnity insurance) with coverage limits of not less than £2,000,000 per occurrence or per claim and £2,000,000 in the annual aggregate. If such insurance is maintained on a claims-made basis, Company must continue to maintain such insurance for three years after termination of this Agreement.

6.3. Waiver of Subrogation. Except to the extent prohibited by law, and except with respect to any Errors and Omissions (Professional Liability or Professional Indemnity) insurance described above, Company and its insurers waive all rights of recovery or subrogation against Client, its Affiliates, and their respective directors, officers, shareholders, employees and agents, but only to the extent of liabilities falling within Company's indemnity obligations pursuant to the terms of this Agreement.

6.4. Subcontractors to Maintain Insurance. In the event that Company utilises the services of subcontractors to perform the services contemplated hereunder, Company shall require from or provide for all subcontractors the same minimum insurance requirements detailed above. Client reserves the right to request copies of subcontractors' certificates of insurance from Company when deemed necessary.

## 7. CONFIDENTIAL INFORMATION.

7.1. Confidential Information Defined. "Confidential Information" means all information (whether in written, electronic or oral form) disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") under the terms and for purposes of this Agreement (including information disclosed in the course of negotiation of this Agreement and the terms of this Agreement) that is not generally known to the public and that is designated as confidential or otherwise should reasonably be understood as confidential given the nature and circumstances of its disclosure, and, in the case of Client, also includes the Work Product, Client Materials and Client Data. Except for

Client Data, Confidential Information shall not include (i) information that is or becomes publicly available (other than through disclosure by the Receiving Party or its Affiliates), from and after the date of public availability; (ii) information rightfully disclosed to the Receiving Party by a third party not bound by any confidentiality obligation with respect to such information; (iii) information developed by the Receiving Party independent of any of the Disclosing Party's Confidential Information; or (iv) information that is rightfully in the possession of the Receiving Party and not subject to any duty of confidentiality as of the Effective Date.

7.2. Use; Standard of Care. Each of the Parties, in its capacity as a Receiving Party, agrees that the Confidential Information will be used solely for purposes of this Agreement. No other use will be made of the Confidential Information by a Receiving Party or its Representatives, it being recognised that the applicable Disclosing Party has reserved all rights to the Confidential Information not expressly granted herein. The Receiving Party shall, and shall cause its Representatives to, protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised disclosure of such Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature.

7.3. Obligations of Confidentiality. The Receiving Party shall not, and shall cause its Representatives not to, directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information (a) to its Representatives solely on a need-to-know basis in connection with the performance of the Receiving Party's obligations or rights under this Agreement; provided that (i) the Receiving Party shall be responsible for the compliance by such Representatives hereunder and (ii) such Representatives shall be subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that would cover the confidential treatment of Confidential Information of the Disclosing Party with confidentiality restrictions no less protective than those provided in this Agreement; and (b) to a court or other governmental authority to the extent that such disclosure is required by governmental order, warranted disclosure order, or by applicable law, provided that such disclosure is made in accordance with the terms of Section 7.4 (Notification Obligation).

7.4. Notification Obligation. If the Receiving Party becomes aware of any unauthorised use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of all facts known to it concerning such unauthorised use or disclosure and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, if the Receiving Party or any of its Representatives becomes legally compelled by applicable law, commission and diligence, request for documents, warranted disclosure order, civil investigative demand or similar judicial or administrative process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall, unless prohibited by applicable law, provide the Disclosing Party with prompt prior written notice of such requirement, and shall exercise commercially reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) in any reasonable efforts by the Disclosing Party to obtain a protective order or similar remedy with respect to such Confidential Information. In the event that such protective order or other similar remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that has been legally compelled, and shall cooperate with the Disclosing Party (at the Disclosing Party's expense) in any reasonable efforts by the Disclosing Party to obtain assurance that confidential treatment will be accorded such disclosed Confidential Information.

7.5. Client Data. Company will comply with all applicable privacy and other laws and regulations and the provisions of Client's privacy policies relating to the protection, collection, use and distribution of Client Data. Client shall own all right, title and interest and any and all Intellectual Property Rights in and to the Client Data and Client does not in any way assign, transfer or convey title of the Client Data to Company. Company hereby assigns and agrees to assign in the future to Client any and all of Company's right, title, and interest in and to the Client Data and agrees not to challenge the validity of Client's ownership in the Client Data. Company shall use the Client Data for the sole purpose of providing the Services exactly as instructed and shall not use the Client Data for any purpose other than the performance of the Services and Company's obligations under this Agreement. Except as expressly provided in this Agreement or as necessary to perform the Services, Company shall have no rights to copy, use, reproduce, display, perform or distribute

the Client Data or any derivative works thereof. Without limiting the generality of the foregoing, in no event may Company: (i) use the Client Data to solicit or cause the solicitation of any individuals contained therein; (ii) sell or transfer Client Data to third parties, or otherwise provide third parties with access thereto; (iii) alter, modify, combine or aggregate the Client Data (iv) use the Client Data for any other unauthorised purpose, including but not limited to benchmarking. Without limiting its other obligations under this Agreement, Company agrees that all such information will be secured from unauthorised access, use, disclosure and loss using industry standard security practices and technologies and as otherwise required by applicable law. If there is a suspected or actual breach of security involving Client Data, Company will promptly notify Client after becoming aware of such occurrence.

**7.6. Return/Destruction of Confidential Information.** Upon the expiration or termination of this Agreement and/or a Statement of Work, as applicable, and at any other time upon the written request by the Disclosing Party, the Receiving Party shall within thirty (30) days either (i) return to the Disclosing Party in a secure manner, all Confidential Information (or such portion requested) of the Disclosing Party, including any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information, in whatever form, then in its possession or control or (ii) permanently delete such Confidential Information from its computer and storage systems and media, and destroy any and all tangible copies thereof. Upon request, each Party shall deliver to the other Party written certification of its compliance with this Section 7.6 signed by an authorised representative of such Party.

## 8. ARTIFICIAL INTELLIGENCE.

**8.1. Artificial Intelligence.** Customer acknowledges that Cloudwick uses artificial intelligence and machine learning ("AI") to inform the Outputs. In addition, Customer acknowledges that such AI may include AI provided by Third Party Providers, including any Third Party Offerings that provide certain AI functionalities. Cloudwick reserves the right to change, at any time with or without notice to Customer, which third-party AI, if any, that the Services use or are linked to, including any generative AI models or model providers. Cloudwick may, but is not required to, use or link to any AI models or model providers requested by Customer for Customer's use of the Services as set forth herein to the extent: (i) commercially and technologically feasible, as determined in Cloudwick's sole discretion; (ii) such model or provider does not pose a security threat or similar risk; and (iii) Cloudwick reserves the right to revoke or terminate such use or link. For the avoidance of doubt, Customer represents and warrants that to the extent any Customer Data includes personally identifiable information, Customer has provided all necessary notices and received all necessary consents for Cloudwick to process and use such information in connection with AI functionalities.

**8.2. Automated Decision Making.** Customer represents and warrants that it will not use the Services, including any AI feature or functionalities therein to make, inform or substitute any material decision that affects individuals, transactions, or rights ("Automated Decision Making"). For the purpose of this Section 8.2, a material decision is any decision that materially affects the rights, obligations, interests, benefits or liabilities of a party or any individual, including but not limited to decisions regarding eligibility, access to services, pricing, employment, credit, insurance or other significant outcomes.

## 9. TERM, TERMINATION AND SURVIVAL.

**9.1. Term and Termination.** This Agreement shall remain in effect from the Effective Date until terminated in accordance with this section (the "Term"). Client may terminate this Agreement and/or any Statement of Work at any time upon thirty (30) days prior written notice to Company. Either Party may terminate this Agreement at any time that there is no uncompleted Statement of Work in effect upon fifteen (15) days' prior written notice. In addition, either Party may terminate this Agreement or any Statement of Work: (a) upon thirty (30) days written notice in the event of a material breach of this Agreement or any Statement of Work by the other Party unless the breaching Party cures such breach to the reasonable satisfaction of the non-breaching Party (if such breach is capable of cure) within such thirty (30) day period and demonstrates to the non-breaching Party's reasonable satisfaction that such breaching party has enacted remedial measures designed to prevent the breach from occurring again; or (b) immediately upon: (i) the admission by the other Party in writing of the inability to pay debts generally as they become due or the taking of any corporate action tantamount to such admission; (ii) the other Party ceasing to do

business as a going concern; (iii) the other Party making any assignment for the benefit of creditors; or (iv) any action by Company in relation to the services performed under this agreement that would constitute a breach by Company or Client of the Bribery Act 2010 (or any substantially similar law or regulation).

9.2. Effect of Termination. In the event that either Party gives notice of termination of this Agreement or a Statement of Work as provided in this Section 8, then Company shall: (i) cease all work under any Statement of Work; (ii) deliver to Client all Deliverables satisfactorily completed up to the date of such notice at the agreed upon fees set forth in the relevant Statement of Work; (iv) deliver to Client upon request any work in process; (v) refund to Client any payments or deposits made by Client in advance for any Services that have not yet been rendered or expenses that have not yet been incurred; and (vi) invoice Client for the work done up to the date such notice is given based on a reasonable determination of portion of the fees set forth in the applicable Statement(s) of Work representing the value of the Services completed as of such date.

9.3. Survival. The rights and obligations contained in Sections 4 (Ownership), 5 (Representations and Warranties), 7 (Confidential Information), 9 (Indemnification), 10 (Limitation of Liability) and 11 (General) will survive any termination or expiration of this Agreement.

## 10. INDEMNIFICATION.

10.1. Company's Indemnification Obligations. Company shall indemnify, defend and hold Client, its Affiliates and their respective directors, officers, shareholders, employees, agents, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all settlements, judgments, awards, fines, penalties, interest, liabilities, losses, costs, damages and expenses (including reasonable legal fees and disbursements and court costs) sustained or incurred by any of the Indemnified Parties based upon, relating to or arising from, any and all third-party claims, actions, proceedings or investigations in connection with or pertaining to any of the following (each, a "Claim"): (i) any misrepresentation or breach of any representation, warranty, obligation or covenant of this Agreement by Company (or any of Company's employees, consultants, contractors, or agents); (ii) the performance of the Services or Company's other obligations under this Agreement by Company (or any of Company's employees, consultants, contractors, or agents); (iii) any negligence, willful misconduct or fraud of Company (or any of Company's employees, consultants, contractors, or agents); (iv) any violation of applicable law by Company (or any of Company's employees, consultants, contractors, or agents); and (v) any claim that any part of the Services, the Deliverables, the Work Product or the use thereof infringes, misappropriates or violates any Intellectual Property Right of a third party (an "IP Claim").

10.2. IP Claims. If Client's right to receive and use the Services and/or Deliverables, or any part(s) thereof, is or appears likely to be, restricted or prohibited in any manner as a result of an IP Claim, Company shall additionally, at its sole cost and expense, do one of the following: (a) obtain for Client the right to continue receiving and using such Services and/or Deliverables free of claims of infringement, misappropriation and/or violation; (b) modify the Services and/or Deliverables so that they no longer infringe, misappropriate and/or violate (provided that such modification does not degrade the performance or quality of the Services and/or Deliverables or adversely affect Client's use or intended use of the Services and/or Deliverables as contemplated by this Agreement); or (c) replace the Services and/or Deliverables with non-infringing, non-misappropriating and non-violating Services and/or Deliverables of equivalent or greater functionality. In the event Company is unable, after exercising its best efforts to implement one of the options set forth in subsections (a), (b) or (c) above, Company shall accept return of the Deliverables and refund to Client an amount equal to the amounts paid by Client to Company for the Deliverables and Services under the applicable Statement of Work, plus all out-of-pocket expenses and costs incurred by Client in connection with procuring substitute deliverables and services, to the extent such costs and expenses exceed the refunded amount.

10.3. Defence and Settlement. In connection with any Claim, Client will: (a) give Company prompt written notice of any Claim; *provided, however*, that failure to provide such notice shall not relieve Company from its liabilities or obligations hereunder, except solely to the extent of any material prejudice as a direct result of such failure; (b) cooperate with Company, at Company's sole cost and expense, in connection with the defence and

settlement of the Claim; and (c) permit Company to select counsel (but with Client's advice and input) and to control the defence and settlement of the Claim; *provided, however*, that Company may not settle any Claim or take any other action to the extent such settlement or other action would materially adversely impact Client's rights, obligations or business operations without Client's prior written consent. Further, Client, at its cost and expense, may participate in the defence of the Claim through counsel of its own choosing. Notwithstanding the foregoing, If Company fails to assume the defence of any Claim within thirty (30) days after Company receives a request for indemnification under this Section 9, Client shall control its own defence and follow such course of action as it reasonably deems necessary to protect its interest and shall be fully indemnified by Company for all costs (including legal fees and settlement payments) reasonably incurred in such course of action.

11. **LIMITATION OF LIABILITY.** EXCEPT FOR BREACHES OF SECTION 7 (CONFIDENTIAL INFORMATION) OR CLAIMS THAT ARISE UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, WHETHER BASED IN CONTRACT, DELICT, WARRANTY, OR ANY OTHER GROUNDS, FOR ANY LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, OR FOR ANY SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 12. GENERAL.

12.1. **Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other Party and any attempt to do so without such written consent shall be void. Notwithstanding the foregoing, Client may, without the consent of Company, assign any and/or all of its rights and obligations under this Agreement to: (i) an entity that acquires all or substantially all of its assets, or all or substantially all of the assets of one or more of its business units, (ii) an Affiliate; or (iii) a successor entity in a merger or acquisition. Subject to the foregoing, this Agreement and the Statements of Work shall be binding on the Parties and their respective successors and permitted assigns.

12.2. **Notices.** Any notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either Party may specify in writing by notice as provided by this section. In the case of Client, notices shall be sent to the attention of the UK Managing Director.

12.3. **Publicity.** Without the prior written consent of Client, Company shall not directly or indirectly issue or permit the issuance of any statement, article, advertisement, public or private announcement, media release or other similar publicity relating in any manner to the relationship of the Parties, any aspect of this Agreement (including the Statements of Work) or any Services and/or Deliverables. Except as otherwise expressly provided herein, neither Party shall use the other Party's name or Marks without the prior written consent of such other Party.

12.4. **Governing Law.** This Agreement shall be governed exclusively by the laws of England and Wales.

12.5. **Severability.** If any of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable by competent judicial authority, the validity of the remainder of the Agreement shall be unaffected and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such enforceability materially affects the Parties' rights under this Agreement.

12.6. **Waiver.** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. The express waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

12.7. Remedies. The Parties acknowledge that monetary damages may not be a sufficient remedy for breach of this Agreement and that each Party may, without waiving any other rights or remedies, seek interlocutory (including interim interlocutory) or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any caution or security. All remedies, whether under this Agreement, provided by law, or otherwise, shall be cumulative and not alternative.

12.8. Relationship between Parties. Company's relationship with Client will be that of an independent contractor and nothing contained in this Agreement shall be construed as creating or implying a joint venture, partnership, agency, or employment relationship between the Parties or their respective employees and contractors, and neither Party will have the right to bind the other or incur any obligation on the other's behalf without the other's prior written consent. Each Party will be solely responsible for the supervision of its employees and for the fulfillment of all obligations incumbent upon an employer with regard to its employees, including the withholding and payment of income taxes, statutory benefits, and social security taxes, and the provision of health, disability and other benefits or workers' compensation insurance.

12.9. Force Majeure. Neither Party will be liable for any failure or delay in performance of its obligations under this Agreement or any Statement of Work, if any, to the extent such failure or delay (i) is caused, without fault of the non-performing Party, by fire, flood, earthquake, elements of nature or acts of God; acts of war, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other similar cause beyond the reasonable control of such Party; and (ii) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternative sources, work-around plans or other means; provided that the non-performing Party shall be excused from its non-performance of affected obligations only for so long as such circumstances prevail and such Party continues to attempt to recommence performance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other and describe reasonable detail the circumstances causing such delay.

12.10. Amendments. This Agreement may only be modified by mutual agreement of authorised representatives of the Parties in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the authorised representative of the Party to be charged.

12.11. Entire Agreement. This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties in relation to such subject matter. Each Party acknowledges that this Agreement has not been entered into either wholly or partly in reliance on any statement, promise or representation which is not expressly set out in this agreement made by or on the behalf of the other Party. Nothing in this clause 11.11 will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

12.12. Export. Company agrees not to export, directly or indirectly, any technical data acquired from Client or any products utilizing such data to countries outside the EU, which export may be in violation of the Data Protection Act 1998.

12.13. Order of Precedence. The terms of this Agreement will govern all Services undertaken by Company for Client and any terms related to indemnity, representations or warranties, limitation of liability, waiver, governing law, ownership, termination and confidentiality ("Legal Provisions") contained in any SOW which are inconsistent with this Agreement are invalid regardless of whether such SOW attempts to override these provisions. However, to the extent that a provision of an SOW expressly references a provision of this Agreement, other than any Legal Provision and expressly states the intent to override that provision, such SOW will control solely with respect to the Services and/or Deliverables to be provided thereunder.



12.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, facsimile) shall be considered an original.

IN WITNESS WHEREOF these presents consisting of this and the preceding pages and the Schedule are executed by the Parties as follows:

WARNING: SIGNING THIS DOCUMENT WILL MAKE YOU LEGALLY BOUND BY ITS TERMS. YOU SHOULD TAKE INDEPENDENT LEGAL AND TAX ADVICE BEFORE SIGNING

SUBSCRIBED for and on behalf of Cloudwick Technology UK and delivered on its behalf

By \_\_\_\_\_, an authorised signatory

at

on

.....  
Harshdeep Singh, for and on behalf of  
Cloudwick UK Limited

SUBSCRIBED for and on behalf of [ ] and delivered on its behalf

By [ ], a director/ an authorised signatory

at [ ]

on [ ]

.....  
For and on behalf of [ ]

THIS IS THE SCHEDULE RELATIVE TO THE FOREGOING MASTER SERVICES AGREEMENT BETWEEN CLOUDWICK UK LIMITED AND [REDACTED] DATED AROUND [REDACTED].

SCHEDULE

Part 1

EXHIBIT A

**STATEMENT OF WORK  
UNDER MASTER SERVICES AGREEMENT**

This Statement of Work ("SOW") adopts and incorporates by reference the terms and conditions of the Master Services Agreement (the "Agreement") between [REDACTED], ("Client") and Cloudwick UK Limited ("Company"). This SOW is effective as of [REDACTED] (or if no date provided here, as of last date signed by a Party below) ("SOW Effective Date"). Services performed and Deliverables provided under this SOW will be in accordance with and be subject to the terms and conditions of this SOW and the Agreement. Capitalised terms used in this SOW shall have the meanings given to such terms as defined elsewhere in this SOW or in the Agreement.

**1. SCOPE OF WORK AND DESCRIPTION OF SERVICES AND DELIVERABLES**

- (a) Company will provide consultation and other services in the following areas (the "Services"), as requested by Client:

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- (b) Company will provide the deliverables ("Deliverables") described below as requested by Client.

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- Together, the Services and Deliverables are referred to as the "Project." Any item in this Section 1, "Scope of Work and Description of Services and Deliverables" which is inconsistent with any other terms of this Statement of Work or the Agreement is invalid.

**2. SCHEDULE OF WORK:**

The Project will commence on \_\_\_\_\_ and shall be completed by \_\_\_\_\_ (the "Service Period").

Company will complete the Project by the target dates set forth above and in no event shall Company perform Services beyond the Service Period, unless otherwise agreed to in writing by Client pursuant to a Change Order.

### 3. FEES AND REIMBURSEMENT:

#### (a) Fees:

Company will perform its Services on either a fixed fee basis ("Fixed Fee") or on a time and materials basis ("Time and Materials") depending on whether the box marked Fixed Fee is checked or the box marked Time and Materials is checked.

☐ **Fixed Fee**

Company's professional fees for the Services described in this SOW will be £\_\_\_\_\_ (including applicable taxes) in aggregate. Fees shall be invoiced as follows:

| Milestone | Amount | Due Date |
|-----------|--------|----------|
|           |        |          |
|           |        |          |
|           |        |          |
|           |        |          |

Or

☐ **Time and Materials**

Services are provided and invoiced on a time and materials basis in accordance with the not-to-exceed total cost. Labour shall be invoiced based on actual hours provided.

| Description of Services/Resources | Fee per Time Unit<br>(i.e., per hour; per<br>week or per month) | Total Fee Not to Exceed: |
|-----------------------------------|-----------------------------------------------------------------|--------------------------|
|                                   |                                                                 |                          |

If neither the Fixed Fee nor Time and Materials box is marked, then the Parties agree that Company will perform its Services on a Fixed Fee basis.

In no event will the fees for the Services performed by Company under this SOW exceed the Total Fee referenced above without the prior written agreement of Client via a Change Order.

#### (b) Expenses:

If the below is marked "Yes", Client shall reimburse certain pre-approved travel and living expenses incurred by Company in the performance of the Services. In no event shall the amount of travel expenses to be reimbursed exceed any expense limits set forth above.

☐ **Yes**      ☐ **No**

If the above is marked "No" or is not marked, Client will NOT reimburse Company for travel and living or other expenses.

#### 4. GENERAL:

Notwithstanding anything to the contrary herein:

- (a) To the extent there are any conflicts or inconsistencies between this SOW and the Agreement, the terms of the Agreement shall control. However, to the extent that a provision of this SOW expressly references a provision of the Agreement, other than any provision related to indemnity, representations or warranties, limitations of liability, waiver, choice of law, ownership, termination and confidentiality, and expressly states the intent to override that provision, this SOW will control.
- (b) Client shall not be bound by any exclusivity or non-solicitation clauses set forth in this SOW and any rights granted to Company in the SOW to audit any aspect of Client's or its Affiliates' books, records or operations are hereby deleted.
- (c) Company may not issue any public statements or press releases about this SOW (including its terms or existence) without Client's prior written approval. Client shall not be obligated to issue or participate in any press release related to this SOW.
- (d) No license to, or ownership of, any of Client's (or its Affiliates') trademarks, service marks, user data, web site content or data, patents, copyrighted material, or other intellectual property is granted to Company or any third party under this SOW.
- (e) Except to the extent provided in the Agreement: no indemnification obligations are imposed on Client under this SOW, no limitations on Company's liability apply, no exclusions to Client's limitations of liability apply, and Client does not make any additional representations or warranties under this SOW.
- (f) Company acknowledges and agrees that Company may receive this SOW via electronic means. Company represents and warrants that it has not altered, modified or changed this SOW, or any of its terms and conditions.

This SOW is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts in England and Wales.

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the SOW Effective Date.

**CLIENT**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE

Part 2

EXHIBIT B

FORM OF CHANGE ORDER

**CHANGE ORDER**

This Change Order ("Change Order") specifies revisions to the Statement of Work ("SOW") dated \_\_\_\_\_, 201\_, by and between \_\_\_\_\_ ("Company") and Client, Inc. ("Client"). Any terms not stated in this Change Order will be governed first by the SOW and then by the Master Services Agreement between the Parties, dated as of \_\_\_\_\_, 201\_ (the "Agreement").

The following provisions are added to the SOW and will be effective as of the date last signed by the Parties below ("Change Order Effective Date").

**Description of Services Changes**

Notwithstanding anything in this Change Order that could be construed to the contrary, nothing in this Change Order shall be deemed to amend, modify, change or alter in any manner the terms and conditions of the Agreement.

This Change Order is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

**Change Order Signature Page**

By signing below, the Parties agree that the complete agreement consists of 1) this Change Order, 2) the SOW and 3) the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Change Order as of the Change Order Effective Date.

**CLIENT**

**COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_