



Panacea Networking Limited Master Terms

Date of Agreement Date of Agreement: [insert date of agreement]

Parties Panacea Networking Limited (Panacea) whose registered office is at **167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF** (Company Registration Number: 14319248)

Customer: [full legal name of customer] (the "Customer") whose registered office is at [registered address] (Company Registration Number:)

1. Definitions and Interpretations

"Affiliate"	in respect of a party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party from time to time (subsidiary and holding company having the meaning given in section 1159 of the Companies Act 2006);
"Agreement"	means the Service Schedule and all parts thereof (including these Master Terms and Service Terms;
"Anniversary Date"	the date on which the Initial Term expires and the anniversary date of subsequent Renewal Periods;
"Applicable Laws"	all laws, regulations, rules, duties regulatory policies or industry codes from time to time in force which apply to or are relevant in connection the provision of the Services;
"Business Day"	Monday to Friday excluding public holidays in England and Wales;
"Commencement Date"	the date on which each Agreement comes into force pursuant to clause 9 of these Master Terms;
"Company Equipment"	the technical equipment belonging to or to be provided by the Company for use by Panacea in the provision of the Services;
"Company Materials"	any documentation, data, records, information and other materials (including all systems, software, hardware, networks and applications) which are provided by or on behalf of the Company to Panacea in connection with the Services, including standard document templates, product factsheets and descriptions, trade and service marks, logos and trading names;
"Confidential Information"	in relation to either Party, all confidential information disclosed to a Party or its employees, officers, representatives, advisors or sub-contractors by the other Party pursuant to or in connection with the relevant Agreement in the provision of the Services (whether orally or in writing or any other medium, and whether labelled as confidential or not), who need to know the confidential information in question including but not limited to the terms of the Agreement, and any information that would be regarded as confidential by a reasonable business person all information relating to the business, affairs, finances, products marketing, know-how, trade secrets, working practices, operations, processes;
"Panacea Partner"	means the technology companies providing (among other things) hardware with whom Panacea has a contractual relationship as a reseller;

Documentation	includes, but is not limited to, inventions, improvements, formulae, designs, programs, drawings, manuals, source codes, plans and any design documents prepared by Panacea as provided in the Service Schedule;
“Fees”	fees to be paid by the Company to Panacea as set out in the applicable Service Schedule;
“Good Industry Practice”	the exercise of such skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a person with appropriate skill and experience providing services equivalent to the Panacea Partner Product and/or Services;
“Initial Term”	a period as specified in the applicable Service Schedule;
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, 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;
“Licensed Materials”	the documentation, the Software, SaaS, the monitoring tools and any materials, either tangible or intangible, that Panacea licenses to the Company and/or generates in the course of providing the Services and/or Professional Services;
“Losses”	any losses, actions, costs, liabilities, expenses (including reasonable legal expenses), demands, claims and damages;
“Maintained Equipment”	the hardware equipment specified as such in the Service Schedule;
“Party”	a party to the Agreement and Parties shall be construed accordingly;
“Premises”	the Company’s premises as specified in the Service Schedule or such other Premises as may be agreed in writing from time to time between the Parties;
“Professional Services”	professional service work provided by Panacea to the Company for a specific piece of work or project, which may or may not be related to the Services;
“Renewal Period”	each successive 12-month period after the Initial Term for which the Agreement is renewed;
“RFC”	request for change which shall be a written instruction agreed between the Parties to alter the original scope of the Services including, but not limited to changed deliverables, time, materials or cost, made in accordance with clause 17 of these Master Terms and the applicable Service Schedule;
“Representative”	means, in relation to a party, its employees, officers, representatives and advisers, contractors and sub-contractors;
“Required Consents”	any consents, licences and approvals (if any) required from third parties in connection with the delivery of Services by Panacea;
“Services”	the services to be provided by Panacea to the Company as described in the applicable Service Schedule;
“Service Levels”	the agreed response times as set out in the applicable Services Schedule that define the levels to which Panacea must perform the Services;
“Service Request”	a request for services by the Company made in accordance with Clause 3.1 of these Master Terms;
“Service Schedule”	the document detailing the Service/s to be provided to the Company by Panacea in substantially the form set out in Exhibit A to these Master Terms;

“Service Terms”	the specific terms which relate to particular type of services and/or goods set out in an individual Service Schedule;
“Software”	the software for which Panacea is to provide Services as identified on the applicable Service Schedule;
“Third Party Provider”	any individual, firm or company who is not part of either the Company or Panacea organisation and who may provide services, software or hardware to the Company pursuant to a contract. An example of a Third Party Provider may be a software vendor;
“Panacea Partner Product”	means the goods and/or products, or any part of them, purchased by the Company under the Service Schedule which is produced or marketed by Panacea Partner;
“VAT”	Value Added Tax at the rate and in the manner for the time being prescribed by law.

- 1.1. Unless the context otherwise requires, each reference in each relevant Agreement to:
 - 1.1.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic, facsimile transmission or similar means;
 - 1.1.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.1.3. a Schedule is a schedule to the applicable Agreement; and
 - 1.1.4. a Clause or paragraph is a reference to a clause of the applicable Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2. Headings used in each Agreement are for convenience only and shall have no effect upon the interpretation of the applicable Agreement.
- 1.3. Words imparting the singular number shall include the plural and vice versa.
- 1.4. References to any gender shall include the other gender.

2. Agreement Structure

- 2.1. Signature of the applicable Service Schedule by the Parties creates a separate legally binding Agreement for the purchase and supply of Panacea Partner Products and/or the Services as described in the applicable Service Schedule, independent of all other agreements that might exist between Panacea and the Company. Each Service Schedule will be subject to these Master Terms and the applicable Service Terms.
- 2.2. Unless expressly referenced to amend or remove a provision of these Master Terms, in the event of any conflict between the various terms comprising the Agreement, they shall take precedence in the following descending order of precedence:
 - 2.2.5. These Master Terms;
 - 2.2.6. The Service Schedule;
 - 2.2.7. The Service Terms.
- 2.3. Any terms and conditions set out in any purchase order, quotation or other document that are in addition to or at variance with these Master Terms and/or the applicable Service Terms shall be void and of no effect unless Parties expressly agree otherwise in writing.
- 2.4. Where Services are purchased under a public sector framework agreement (including but not limited to CCS frameworks such as RM1557.15 G-Cloud 15), the framework agreement and any associated call-off contract will take precedence over these Master Terms in the event of conflict. These Master Terms will only apply to the extent they are not inconsistent with those framework documents.
- 2.5. These Master Terms will come into effect on the Effective Date and will remain in force for 3 (three) years from the Effective Date, at which point they will terminate automatically unless agreed otherwise by the Parties (the “Master Terms Term”).
- 2.6. Each Service Schedule will come into effect on the Commencement Date and remain in force for the Initial Term and for any Renewal Period as applicable.
- 2.7. To the extent the Initial Term (or any Renewal Period) of any Service Schedule extends beyond the Master Terms Term, these Master Terms incorporated into such Service Schedule shall continue in effect until the expiration of that Service Schedule.

3. Services Schedule

- 3.1. A Service Schedule shall be agreed in accordance with this Clause 3.
- 3.2. The Company shall provide Panacea with a request for Services in writing, setting out, inter alia, the Company's requirements and specifications, including:
 - 3.2.1. a description of what work is to be done and its scope;
 - 3.2.2. date(s) by which any work has been requested to start and finish (if applicable);
 - 3.2.3. address and contact details for the Company;
 - 3.2.4. commercials relating to the Services;
 - 3.2.5. deliverables (if any); and
 - 3.2.6. such other information as Panacea may reasonably request to prepare a draft Service Schedule ("Service Request").
- 3.3. Following receipt of a Service Request Panacea shall, as soon as reasonably possible, provide the Company with a draft Service Schedule for the Company's approval.
- 3.4. Panacea and the Company shall discuss and agree the Service Schedule, applicable Service Terms and the Fees and when it has been agreed, they shall both sign a copy of it and it shall become a legally binding Agreement, subject to these Master Terms and the applicable Service Terms.
- 3.5. A Service Schedule shall not be legally binding or have any effect unless both Parties have signed it.
- 3.6. No amendment shall be made to these Master Terms, to the Service Schedule or to the applicable Service Terms except as agreed in writing between the Parties.

4. Company's Obligations

- 4.1. The Company shall:
 - 4.1.1. allow Panacea and its Representatives to have reasonable access to the Premises during Business Days, for the purposes of providing the Services. If access is requested outside Business Days, such request shall be agreed in advance with the Company by providing Panacea with reasonable notice;
 - 4.1.2. provide Panacea with such information in a timely manner as may be reasonably required by Panacea in connection with the performance of the Services, and shall ensure such information is provided prior to the commencement of the Services (if requested) and is accurate at the time it is provided;
 - 4.1.3. provide Panacea with all necessary internal policies and other material (such as security policies and Health and Safety handbooks) which the Company requires Panacea and its Representatives to observe while attending the Premises; and
 - 4.1.4. take steps reasonably necessary to ensure the safety of Panacea and its Representatives when attending the Premises.
- 4.2. Panacea shall have no liability for breach of the Agreement or failure to perform the Services or its other obligations under the Agreement if it is prevented, hindered or delayed in doing so as a result of any failure by the Company or its Representatives to comply with its obligations under this Agreement in accordance with the timings set out in this Agreement or, if no specific timings are set out, in accordance with a reasonable time.
- 4.3. The Company will allow Panacea and its Representatives such use of the Company's Equipment as is necessary for the purpose of providing the Services and such use shall be in accordance with operating manuals and specifications relating to the Company Equipment which are provided to Panacea by the Company.
- 4.4. Authorisation procedures in relation to use of the Company Equipment will be agreed between the Company and Panacea in writing. Panacea shall use the Company's Equipment:
 - 4.4.1. only for the purposes of providing the Services; and
 - 4.4.2. in accordance with Good Industry Practice.

5. Panacea Obligations

- 5.1. In providing the Services Panacea shall:
 - 5.1.3. comply with the Master Terms, the applicable Service Schedule and Service Terms;
 - 5.1.4. perform the Services in accordance with the Service Levels;
 - 5.1.5. provide the Services in an efficient, professional and timely manner using all due skill and care and in accordance with Good Industry Practice and all Applicable Laws;

- 5.1.6. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.1.7. obtain and at all times maintain all Required Consents relating to its performance of the Services as may be required from time to time; and
 - 5.1.8. comply with any reasonable instructions or directions given by the Company in relation to the Services.
- 5.2. If Panacea fails to perform the Services in accordance with the Service Levels, then without prejudice to the Company's other rights and remedies, Panacea shall arrange all additional resources necessary to perform the Services in accordance with the Service Levels as soon as possible and at no additional charge to the Company. The Company shall also have a right to terminate the Agreement with immediate effect if Panacea commits a persistent breach of the Service Levels in accordance with Clause 9.4.2.
- 5.3. Panacea shall provide reasonable co-operation with any Third-Party Providers retained by the Company, including suppliers of key software vendor applications, to the extent reasonably necessary for the purpose of providing the Services or facilitating the provision of Services.
- 5.4. In the event that Panacea is unable to deliver Panacea Partner Products and/or the Services on the scheduled date due to the Company's failure to meet its obligations hereunder, the delivery date for the Panacea Partner Products and/or Services shall be extended by the amount of such delay. Panacea shall not be liable to the Company for any such Company caused delay.

6. Payment

- 6.1. Panacea shall invoice the Company the Fees as set out in the applicable Service Schedule.
- 6.2. Panacea will email invoices to the Company to the billing email address set out in the Services Schedule. Unless otherwise specified in the Services Schedule, the Company shall pay each of Panacea's valid invoices within thirty (30) days of receipt of a valid undisputed invoice from Panacea. All sums due under each Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 6.3. The Fees exclude VAT and any other applicable sales tax which shall be paid by the Company at the rate and in the manner for the time being prescribed by law. Where any taxable supply for VAT purposes is made under the Agreement by Panacea to the Company, the Company shall, on receipt of a valid VAT invoice from Panacea, pay to Panacea such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. For the avoidance of doubt no VAT will be calculated and paid as an amount in addition to any interest paid pursuant to this Clause 6.3.
- 6.4. If the Company fails to make any payment due to Panacea under the Agreement by the due date for payment, then, the Company shall pay interest on overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time.
- 6.5. If the Company receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
- 6.5.1. the Company shall notify Panacea in writing as soon as reasonably practicable;
 - 6.5.2. the Company's failure to pay the disputed Fees shall not be deemed to be a breach of the Agreement;
 - 6.5.3. the Company shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;
 - 6.5.4. to the extent that the Company is obliged, following resolution of the dispute, to pay an amount, then Panacea may charge interest in accordance with Clause 6.4 from the original due date until the date of payment;
 - 6.5.5. to the extent that Panacea is obliged to refund an amount to the Company, interest shall be added to that amount in accordance with Clause 6.4; and
 - 6.5.6. once the dispute has been resolved, where either Party is required to make a balancing payment, it shall do so within 30 Business Days and, where Panacea is required to issue a credit note, it shall do so within 30 Business Days.
- 6.6. If payment of the Fees or any part thereof is overdue, then unless the Company has notified Panacea in writing in accordance with Clause 6.5 Panacea may suspend provision of the Panacea Partner Products and Services until the corresponding overdue Fees are paid in full.
- 6.7. During the Term of each Agreement at each Anniversary Date thereof, Panacea may increase the Fees by giving the Company at least sixty (60) days prior written notice, provided that the increase shall not exceed a percentage equal to the percentage increase in the Retail Price Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this Clause (in the case of the second or any subsequent increase) up to the date of this notice.

- 6.8. If Panacea becomes aware that the Company's use of the Software or SaaS is, or will soon be, in excess of the agreed licence limit, Panacea shall notify the Company of such and shall invoice the Company for the relevant increase in the Fees corresponding to the necessary increase to the Company's license limit.
- 6.9. Third Party Products – will be quoted for on a case by case basis and Panacea will notify the Company of the price validity of such quotations.
- 6.10. The Fees for each Agreement shall be based in pounds sterling. In the event the Company wishes Panacea Netwrking to invoice in a currency which is not pounds sterling, if agreed by Panacea, the Fees shall be converted into the new currency (“New Currency”) at the then current Exchange Rate. If the exchange rate changes +/- 5% over the Term of the Agreement, Panacea shall be entitled to apply the then current exchange rate against the New Currency and to revise the Fees.
- 6.11. If Panacea, during the investigation and diagnosis of any technical issue raised by the Company in accordance with the applicable Service Schedule related to the delivery and provision of Services determines in its reasonable opinion that the technical issue is caused by the Company not following the manufacturer's operating instructions, then Panacea will provide a quotation to the Company for the additional work required and will only continue to work on the issue if such quotation is accepted by the Company. The Company may use any pre-paid block hours, as agreed in a Service Schedule, to cover such support.

7. Limitation of Liability

- 7.1. Nothing in these Master Terms and each Agreement shall exclude or limit either Party's liability for (i) fraud or fraudulent misrepresentation, (ii) personal injury or death caused by the negligence of that Party, (iii) any breach of its obligations under, and the indemnities given by either Party, Clause 13, Clause 15 (Intellectual Property) or (iv) any other liability that cannot be excluded by law.
- 7.2. Subject to Clause 7.1 and 7.3 neither Party shall be liable whether in contract, tort (including for negligence or breach of statutory duty) for loss of goodwill, loss of reputation and any indirect, special, or consequential loss or damage of any kind whatsoever and howsoever caused, whether or not reasonably foreseeable, reasonably contemplatable or actually foreseen or contemplated by that party at the time of entering into the Agreement. For avoidance of doubt liability of Panacea shall include among other things any direct or indirect loss or corruption of data.
- 7.3. Panacea's maximum aggregate liability to the Company for any cause whatsoever shall not exceed the limits set out in the following categories:
- 7.3.1. loss or damage to the Maintained Equipment or goods purchased by the Company from Panacea under individual Service Schedules shall not exceed One Hundred Thousand Pounds (£100,000) during the term of the applicable Agreement;
 - 7.3.2. loss or damage to the tangible property of the Company or any of its Affiliates, whether arising from tort (including negligence), breach of contract or otherwise, shall be limited to five million pounds (£5 million);
 - 7.3.3. For all other liability arising during the term of the applicable Agreement, Panacea's total aggregate liability shall not exceed 125% of the related Fees paid and payable by the Company in the twelve (12) months preceding the act or omission giving rise to the liability in respect of the Agreement that is the subject of the Company's claim.
- 7.4. Subject to Clause 7.1, the maximum total aggregate cumulative liability of the Company to Panacea for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise losses or damages in respect of all claims arising under or in connection with each applicable Agreement shall in any calendar year within be limited to direct damages not exceeding 125% of the Fees paid or payable to Panacea in that calendar year.
- 7.5. Unless otherwise expressly stated herein, Panacea shall have no liability arising out of or in connection with the availability, performance, non-performance, defective performance, maintenance or otherwise of any third-party telecommunication lines, networks, systems and/or associated or supporting systems used by the Company to use or otherwise access the Services.

8. Insurance

- 8.1. Panacea warrants that it has taken out and will maintain all appropriate types and amounts of insurance to cover its obligations and liabilities under each relevant Agreement, including those that will survive expiration or early termination. Panacea will evidence such insurance to the Company upon request.

9. Term and Termination

- 9.1. Each Agreement shall commence on the date set out in the relevant Service Schedule and shall continue for the Initial Term and shall automatically extend for a Renewal Period at the end of Initial Term subject to earlier termination in accordance with this Clause 9.
- 9.2. Notwithstanding any other provision in the applicable Agreement, any consultancy work or Professional Services included as part of a Service Schedule will terminate once the work, project, or engagement has been confirmed as complete by the Company.
- 9.3. Subject to contrary provisions under the applicable Service Terms, either Party may terminate any Agreement at any time by giving to the other Party not less than ninety (90) calendar days' written notice after expiry of the Initial Term.
- 9.4. Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 9.4.1. either Party commits a material breach of any of the provisions of the applicable Agreement and, if the breach is capable of remedy, fails to remedy it within twenty-eight (28) calendar days after receiving written notice specifying the particulars of the breach requiring it to be remedied;
 - 9.4.2. the other Party is in persistent breach, with all previous breaches being communicated between the Parties at the time the breach occurred, of any provision in this Agreement including the Service Levels;
 - 9.4.3. a receiver is appointed over any of the property or assets of that other Party;
 - 9.4.4. either Party becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.4.5. either Party goes into liquidation (except for the purposes of amalgamation or re-construction and in such a manner that the Company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the applicable Agreement);
 - 9.4.6. ;
 - 9.4.7. either Party ceases, or threatens to cease, to carry on business. foregoing
- 9.5. For the purposes of Clause 9.4.1, a breach shall be considered capable of remedy if the defaulting Party can comply with the provision in question in all respects other than as to the timescales for performance.
- 9.6. The rights under this Clause 9 shall not prejudice any other right or remedy of either Party.

10. Dispute Resolution

- 10.1. If a dispute arises under the Agreement, including any dispute arising out of any amount due to a Party, then before bringing any suit, action or proceeding in connection with such dispute, a Party must first give written notice of the dispute to the other Party describing the dispute and requesting that it is resolved under this dispute resolution process ("Dispute Notice") set out in Clause 10.2 and 10.3 below.
- 10.2. If the Parties are unable to resolve the dispute within thirty (30) days of delivery of the Dispute Notice, then each Party will promptly (but no later than five (5) Business Days thereafter):
- 10.2.1. appoint a designated representative who has sufficient authority to settle the dispute and who is at a higher management level than the person with direct responsibility for the administration of the affected Agreement ("Designated Representative"); and
 - 10.2.2. notify the other Party in writing of the name and contact information of such Designated Representative; and
 - 10.2.3. agree actions and response times, including calls and/or attendance at meetings as necessary.
- 10.3. If the Parties are unable to resolve the dispute within thirty (30) days after the appointment of both Designated Representatives, then either Party may refer the matter for mediation by the Centre for Dispute Resolution (CEDR) or a similar body for mediation, whose decision shall be binding on the Parties. Unless agreed otherwise the mediator's costs and expenses shall be shared equally between the Parties.
- 10.4. Notwithstanding the foregoing, either Party may seek interim or other equitable relief necessary (including an injunction) to prevent irreparable harm.

11. Effects of Termination

- 11.1. Upon the termination of the Agreement for any reason:
- 11.1.1. any sum owing under the applicable Agreement including such sums as are due from termination date until expiry of the Agreement shall be immediately payable;

- 11.1.2. the Company shall immediately pay to Panacea all of Panacea's outstanding unpaid, undisputed invoices and interest (if applicable) in respect of the Services supplied and for the Services for which no invoice is submitted, Panacea shall submit an invoice as soon as possible which shall be payable by the Company immediately on receipt;
- 11.1.3. Clauses 6, 7, 11, 13, 14, 15, 16, 20, 21, 22, 28, 29 and 30 shall remain in effect;
- 11.1.4. any rights or obligations to which any of the Parties to the applicable Agreement may be entitled or be subject before its termination shall remain in full force and effect;
- 11.1.5. each Party shall (except to the extent referred to in Clause 11.1.3) forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return or destroy as directed in writing by the other Party any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party for the purpose of the Agreement in its possession or control which contain or record any Confidential Information (where this is reasonably practicable); and
- 11.1.6. Panacea shall provide all reasonable assistance to the Company and/or third party engaged by the Company in connection with the maintenance and support of the Maintained Equipment;
- 11.1.7. if terminated by either Party under Clause 9.3, Panacea will be entitled to invoice the Company for payment of costs properly incurred up to the termination date (which may include costs relating to hardware, software, technical services, telecommunications Agreements and the balance of any fees which Panacea have paid on behalf of the Company to Third Party Providers, which were spread over an agreed period of time and documented as part of the monthly service charge) but only to the extent that they are non-cancellable or cannot be reduced in any way by Panacea.

12. Exit Management Services

- 12.1. Upon expiry of the Initial Term (or any subsequent Renewal Period) Panacea shall use reasonable endeavours to provide reasonable assistance to the Company to aid transition to a successor service provider ("Exit Management Services"). Panacea shall charge Company its standard rates for the provision of the Exit Management Services. Panacea's performance of Exit Management Services is subject to (i) the Company's prior payment of all undisputed invoices then due and owing to Panacea as of the date of termination or expiration of the applicable Agreement, and (ii) Company's return to Panacea (at Company's expense) any Panacea property in the Company's possession or control (except items purchased by the Company from Panacea).

13. Data

- 13.1. For the purpose of this Clause 13
 - 13.1.1. "Data Protection Requirements" means all Applicable Law, rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline, in each case relating to data protection, the processing of personal data and privacy and in force from time to time, including ;the General Data Protection Regulation ("Regulation") and
 - 13.1.2. "Data Controller", "Data Subject", "Personal Data" and "Processing" shall bear the respective meanings given to them in the Data Protection Requirements (and Process and Processes shall be construed accordingly).
- 13.2. To the extent that the Company collects and passes Personal Data to Panacea pursuant to the applicable Agreement, it warrants and undertakes that (i) it will comply with its obligations under the Data Protection Requirements; (ii) it has obtained appropriate consent from all Data Subjects (if required) to whom it relates or is otherwise legally entitled, to pass their Personal Data to Panacea for the purposes for which Panacea is permitted by the Company to use it; and (iii) Personal Data is accurate and, where necessary, up to date. The parties hereby agree that, to the extent Panacea processes Personal Data on behalf of the Company, the Company shall at all times remain the Data Controller and Panacea shall be Data Processor. A description of the data processing activities, including the personal data concerned (if applicable), shall be set out in the applicable Service Schedule.
- 13.3. Panacea shall comply with its obligations under the Data Protection Requirements and:
 - 13.3.1. act only on lawful written instructions from the Company as Data Controller;
 - 13.3.2. take all measures required pursuant to Article 32 of the Regulation;

- 13.3.3. not transfer any Personal Data outside the countries of the European Economic Area, without and only to the extent of any express written consent of the Company... Panacea shall notify the Company of the legal requirement to transfer the Personal Data outside the European Economic Area, unless Applicable Law prohibits such information on important grounds of public interest. Where the Company objects to Panacea processing Personal Data outside the European Economic Area, the parties shall discuss the data protection concerns in good faith with an aim of resolving the concerns. If no such resolution is possible, the Company shall be entitled to terminate the affected Agreement without prejudice to any fees or obligations incurred by the Company prior to termination;
- 13.3.4. make available to the Company as Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation and allow for and contribute to audits, including inspections, conducted by the Company as Data Controller or another auditor mandated by the Company as Data Controller, subject to the payment by the Company to Panacea of any reasonable expenses incurred by Panacea. With regard to this clause 13.3.4, Panacea shall immediately inform the Company as Data Controller if, in its opinion, an instruction infringes the Data Protection Requirements;
- 13.3.5. taking into account the nature of the Processing, assist the Company as Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation subject to the payment by the Company to Panacea of any reasonable expenses incurred by Panacea; and
- 13.3.6. reasonably assist the Company as Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the Regulation taking into account the nature of processing and the information available to Panacea as Data Processor subject to the payment by the Company to Panacea of any reasonable expenses incurred by Panacea.
- 13.4. For the avoidance of doubt in the course of Panacea, its Affiliates and its Sub-contractors performing the Services to the Company, the Company may transfer Personal Data to Panacea and the Company consents to Panacea, any Panacea affiliate and any Panacea sub-contractor for the purpose of processing that Personal Data on behalf of the Company in accordance with Panacea's obligations under the applicable Agreement, provided that such personnel involved in the Processing have committed to maintain the confidentiality of Personal Data.
- 13.5. Notwithstanding any other provision in the relevant Agreement, Panacea shall not subcontract the Processing of Personal Data without the prior written consent of the Company. In the event that the Company consents to the appointment of a sub-processor (including under clause 13.4), Panacea shall ensure that, prior to any Processing of Personal Data by the sub-processor, Panacea enters into an agreement with the sub-processor on terms that provide no less protection for Personal Data than those set out in this Clause and will procure where necessary a right to audit each sub-processor to the extent required under Data Protection Requirements. Where the Company objects to Panacea processing Personal Data through use of a particular sub-processor or sub-processors, the Parties shall discuss the data protection concerns in good faith with an aim of resolving the concerns. If no such resolution is possible, the Company shall be entitled to terminate the affected Agreement without prejudice to any fees or obligations incurred by the Company prior to termination.
- 13.6. Upon conclusion of the Personal Data Processing services contemplated by the relevant Agreement, Panacea will (as directed by the Company) return to the Company or destroy the Personal Data and existing copies held by or on behalf of Panacea, in non-proprietary format, unless the Applicable Law requires storage of the Personal Data..
- 13.7. The Company warrants that provided that Panacea and, its Representatives, agents and sub-contractors comply with their obligations under each applicable Agreement, the Company has the right to authorise Panacea, its Representatives, agents or sub-contractors to Process such Personal Data when performing the Services. The Company shall indemnify Panacea, and keep the same indemnified against all losses, claims, demands or actions which relate to or arise out of any breach of this warranty by the Company to the extent that such breach causes a breach of Data Protection Requirements.
- 13.8. Any change to or requirement for a change to the data processing activities requested by the Company, must be agreed between the Parties in writing in advance of any change being implemented.

14. Intellectual Property

- 14.1. Panacea is the owner of the Intellectual Property Rights that subsist in the Services including all developments and enhancements to such Intellectual Property Rights.

- 14.2. During the term of the applicable Agreement, Panacea grants the Company a personal, non-transferable, royalty-free licence to use Panacea Intellectual Property Rights in the Services to the extent reasonably required by the Company in connection with the Services for its own internal business purposes.
- 14.3. During the Term of the applicable Agreement, the Company grants Panacea a personal, non-transferable, royalty-free licence to use the Company Equipment and the Company Materials strictly for the purpose of providing the Services to the Company.

15. IPR Protection

- 15.1. Panacea shall defend the Company (and its Affiliates and Representatives) against any claim by a third party (including but not limited to a Panacea Partner) that the use, possession or receipt by the Company in accordance with this Agreement of the Services infringes the Intellectual Property Rights of any person ("Intellectual Property Claim"), and shall indemnify on demand the Company for any amounts awarded against such party in judgment or settlement of any such claim provided that the Company:
 - 15.1.1. promptly furnishes Panacea with written notice of the Intellectual Property Claim upon becoming aware of the same;
 - 15.1.1. makes no admissions or settlements without Panacea's prior written consent;
 - 15.1.2. acts in accordance with Panacea's reasonable instructions and provides Panacea with reasonable assistance in respect of the Intellectual Property Claim; and
 - 15.1.3. gives to Panacea the sole authority to defend or settle the Intellectual Property Claim.
- 15.2. Panacea hereby assigns to the Company (to the extent legally assignable) any rights which Panacea may have under any intellectual property protection given in respect of Panacea Partner Products and Services (copies of which will be supplied upon request), and Panacea shall provide reasonable assistance to the Company for the purpose of enforcing the Company's rights under such Panacea Partner intellectual property protection. Panacea shall have no liability for any Intellectual Property Claim resulting from the combination of the Licensed Materials and/or Panacea Software with other products that were neither supplied nor combined with the Licensed Materials and/or Panacea Software by Panacea, or if the same results from any breach of Company's obligations under the relevant Agreement.
- 15.3. This Clause states Panacea's entire obligation and liability and the Company's sole remedy in respect of any infringement or alleged infringement of any Intellectual Property Rights arising from its acquisition, possession or use of the Services. Panacea hereby excludes all other obligations and liabilities in relation to infringement or alleged infringement of the Intellectual Property Rights of any person to the fullest extent permitted by law.
- 15.4. Without prejudice to the confidentiality provisions in Clause 16, Panacea reserves the right to use any and all skills, expertise, knowledge and know-how gained and/or arising from each Agreement in the provision of similar software or services to other Panacea customers and/or potential customers and the Company shall place no restriction whatsoever on such right.
- 15.5. Subject to the provisions of this Clause 15, the Company shall defend at its own expense any claim brought against Panacea arising out of or in connection with actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of actual or alleged infringement of a third party's Intellectual Property Rights arising from use of the Services or the Documentation by the Company or its Affiliates in accordance with the terms of the relevant Agreement ("Intellectual Property Claim"). In respect of this indemnity, Panacea shall:
 - 15.5.1. promptly furnishes the Company with written notice of the Intellectual Property Claim upon becoming aware of the same;
 - 15.5.2. makes no admissions or settlements without the Company's prior written consent;
 - 15.5.3. acts in accordance with the Company's reasonable instructions and provides the Company with reasonable assistance in respect of the Intellectual Property Claim; and
 - 15.5.4. gives to the Company the sole authority to defend or settle the Intellectual Property Claim.
- 15.6. The Company shall reimburse Panacea's reasonable costs incurred in complying with the provisions of Clause 16.6.

16. Confidentiality

- 16.1. Each Party hereby agrees that it shall treat the other Party's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in

accordance with best current commercial security practices, disclosing such Confidential Information only to its Representatives who need to have such information for the purposes of the relevant Agreement, and ensuring that such Representatives shall be bound by the similar confidentiality obligations as are set out in this Clause 15.

- 16.2. Each Party agrees that it shall be liable for any breach of this Clause 15 by its Representative to whom it has disclosed the other Party's Confidential Information as though it had committed the breach itself.
- 16.3. A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.
- 16.4. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in the Agreement, are granted to the other Party, or are to be implied from the Agreement.
- 16.5. The provisions of Clause 15.2 shall not apply to:
 - 16.5.1. any information in the public domain otherwise than by breach of the relevant Agreement;
 - 16.5.2. information lawfully in the possession of the receiving Party before disclosure by the disclosing party, as evidenced by written documents;
 - 16.5.3. information lawfully obtained without restriction from a third party, as evidenced by written documents; and
 - 16.5.4. information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permitted by law.
- 16.6. The above provisions of this Clause 15 shall continue to apply after termination of the Agreement.
- 16.7. Panacea may publicise its involvement with the Company with the Company's prior written consent.

17. Request For Change

- 17.1. If either Party identifies a requirement for a change to the Services, the identifying party will send to the other party detailing the change requirements using the agreed RFC form ("RFC Form"). If sent by Panacea, the RFC Form will state the effect such RFC will have on the Services and the Fees. If sent by the Company, the receipt of the RFC Form by Panacea will represent a request to Panacea to state in writing the effect RFC will have on the Services and the Fees. Panacea will use reasonable endeavours to supply the necessary details within fifteen (15) Business Days from receipt of an RFC Form from the Company. To accept such RFC, the Party that received it must sign the RFC Form.
- 17.2. Panacea shall use reasonable endeavours to accommodate RFC that may be requested by the Company, provided such RFC is compatible with the scope of the Services already provided by Panacea.

18. Anti-Bribery

- 18.1. Each Party agrees to comply with the UK Bribery Act 2010 ("UK Bribery Act") and each Party undertakes, warrants and represents that it shall maintain policies, procedures and guidelines that are intended and designed to prevent them doing or failing to do any act or thing that contravenes the UK Bribery Act.
- 18.2. The Parties represent and warrant that neither they nor their personnel will, in connection with the relevant Agreement, make, offer or promise to make any payment or transfer of anything of value, directly or indirectly, to any (i) government official or employee (ii) political party (iii) intermediary for payment of any of the foregoing (iv) any other person or entity if such payment would contravene the UK Bribery Act.
- 18.3. Each Party agrees to notify the other Party and confirm the same promptly in writing as soon as reasonably practicable upon discovering any instance where it has, or any of its officers, employees or representatives have, failed to comply with any provisions of this Clause 17.

19. Modern Slavery Act

- 19.1. Each Party agrees to comply with the Modern Slavery Act 2015 and each Party undertakes, warrants and represents that it shall maintain policies, procedures and guidelines that are intended and designed to prevent them doing or failing to do any act or thing that contravenes the Modern Slavery Act 2015.

20. Personnel

- 20.1. In the event that either Party visits the premises of the other (the “Host”), the visiting party (the “Guest”) shall be advised of all rules, regulations and practices they should comply with whilst on the Host’s premises. The Guest’s Representatives shall comply with such rules and regulations whenever they are on the Host’s premises. The Host shall take reasonable precautions to ensure the health and safety of the Guest’s Representatives whilst they are on its premises.

21. Non Solicitation

- 21.1. Both Parties acknowledge and agree that during the term of the relevant Agreement and for a period of six (6) months after its termination or expiry of the applicable Agreement, shall not entice or seek to employ or engage directly or indirectly (without the other Party’s prior written agreement) or make or seek to make any offer of employment or engagement to any of the other Party’s (or its Affiliate’s) Representatives, who have dealt with the other Party in the course of the negotiation, conclusion and performance of the Agreement ..
- 21.2. If any Representative of the Party leaves the employment of that Party as a result of a breach of this Clause 21, and commences employment with, or provision of services to, the other Party or its Affiliates it shall pay the non-breaching Party 50% of the higher of:
- 21.2.1. the annual salary (including any benefits-in-kind, bonus payments, commissions and other emoluments) of the employee at the date that they ceased to be an employee of non-breaching Party; or
 - 21.2.2. the annual salary of the employee at the time they commence employment by the breaching Party or its Affiliate .
- 21.3. Each Party acknowledges that any such payment is by way of liquidated damages and is a reasonable and genuine pre- estimate of non-breaching Party’s losses.
- 21.4. The Parties agree that the provisions of this Clause 21 will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally or to transfer of staff pursuant to the operation of Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) following termination of the relevant Agreement.

22. TUPE

- 22.1. Unless otherwise expressly agreed in the applicable Services Schedule, the Company and Panacea agree that each Agreement shall not be treated as constituting a relevant transfer for the purpose of the Transfer of Undertaking (Protection of Employee) Regulations 2006 (“Transfer Regulations”).
- 22.2. The Company shall indemnify and fully reimburse Panacea from and against all employment liabilities which Panacea Networking may suffer, sustain, incur or pay which relates to or arises out of any act or omission by Company (or its agents or sub-Contractors) connected with or in respect of the Company employees (or sub-Contractors) including all Employment Liabilities relating to or arising out of the re-deployment or termination of employment of Company employees (or sub-Contractors) by Company upon the Commencement Date of each applicable Agreement.
- 22.3. In the event that the contract of employment of any of the Company’s employees (or sub-Contractors) or any individual claiming to be an employee of Company transfers to Panacea pursuant to the Transfer Regulations upon the Commencement Date of any applicable Agreement, Panacea shall be entitled to dismiss such persons with immediate effect provided that it gives the Company prior written notice of its intent to do so, and the Company shall indemnify and keep indemnified Panacea from and against all Employment Liabilities which Panacea may suffer, sustain, incur or pay as a result of such dismissal.
- 22.4. If on the termination or assignment of an Agreement, howsoever arising, the contract of employment of any of Panacea employee is transferred to a new and/or substitute service provider (“Successor Service Provider”) (whether pursuant to the Transfer Regulations or otherwise), The Company shall procure that Successor Service Provider shall (if so requested in writing by Panacea) enter into an appropriate deed of indemnity with Panacea to indemnify and keep indemnified Panacea from and against all Employment Liabilities which Panacea may suffer, sustain, incur or pay as a result of any act or omission of Successor Service Provider (or its agents or sub-Contractors) in respect of such transferred employee which arises during the period immediately following the termination or assignment of the applicable Agreement.
- 22.5. If the Transfer Regulations are to apply, and have been identified by the Company and brought to Panacea’s attention prior to execution of applicable Service Schedule, the Parties shall agree the appropriate treatment and apportionment of costs prior to execution of the relevant Service Schedule.

23. Compliance and Export

- 23.1. The Company and Panacea shall each use reasonable endeavours to keep each other informed of any special requirements applicable to the Services, such as changes to regulatory compliance in their respective industries. To the extent Panacea is requested by the Company to make changes to the Services as a result of regulatory changes which are applicable to the Company, Panacea shall take reasonable steps to comply with such special requirements and to minimise any impact on Fees. Any such required changes will be managed via the RFC process, on a chargeable basis, unless otherwise agreed as appropriate between the Parties.
- 23.2. If the Company exports any Panacea Partner Products, outside the country of installation, the Company assumes sole responsibility for complying with Applicable Law being in force from time to time in relation to the Panacea Partner Products and for obtaining any and all required export, re-export and import authorisations, Assignment
- 23.1. The Agreement is personal to the Parties and neither Party shall assign, or otherwise transfer any rights or obligations under the Agreement without the prior written consent of the other Party (which is not to be unreasonably withheld or delayed).

24. Sub-Contracting

- 24.1. Panacea shall not subcontract any part of the Services to any third party without the prior written consent of the Company.
- 24.2. Where Panacea appoints any sub-contractor under the applicable Agreement, Panacea shall be liable for all acts or omissions on the part of Panacea's sub-contractors as though they were Panacea's acts and omissions.

25. Warranty

- 25.1. Panacea warrants that:
- 25.1.1. it will use reasonable care and skill in performing the Services and in accordance with Good Industry Practice;
 - 25.1.2. all personnel involved in the performance of the Services shall be suitably skilled and experienced to perform the tasks assigned to them;
 - 25.1.3. the Panacea Partner Products and the Services will comply in all material respects with any technical specifications set out in the relevant Service Schedule;
 - 25.1.4. the Panacea Partner Products shall be fit for any purpose that the Company expressly or impliedly makes known to Panacea;
 - 25.1.5. the Panacea Partner Products be free from defects in design, materials and workmanship and remain so for 12 months after delivery to the Company;
 - 25.1.6. the Services shall be performed in accordance with Applicable Laws in force from time to time;
 - 25.1.7. it has the full capacity and authority and the Required Consents necessary to enter into, and perform its obligations under the Agreement; and
 - 25.1.8. it is either the sole beneficial owner of all Intellectual Property Rights in any work produced by its Representatives in connection with or relating to each Agreement and/or the specifications of the Services or it has the right to licence the Intellectual Property Rights to the Company.
- 25.2. The Company warrants to Panacea that all the necessary licenses, permits, rights, consents, registrations, approvals and titles as are necessary in order for Panacea in the provision of the Services to the Company, including any licenses that the Company is required to procure pursuant to any Services, shall be in full force and effect throughout the term of the applicable Agreement.

26. Force Majeure

- 26.1. Neither Party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each Party is required to render performance under the relevant Agreement shall be postponed automatically to the extent that the Party is delayed or prevented from meeting them by such causes. If the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate the Agreement by giving thirty (30) days written notice to the affected Party.

27. Notices

- 27.1. All notices or other communication required to be given to a Party under or in connection with the relevant Agreement must be made in writing and shall be delivered by hand or sent by prepaid first-class post or other next working day delivery service at its registered address and in the case of notices to be sent to Panacea, shall be marked for the attention of the directors, and in the case of notices to be sent to the Company, shall be marked for the attention of the Head of Legal.
- 27.2. Any notices or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting. .

28. Entire Agreement

- 28.1. Each Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall supersede all previous representations, agreements and other communications between the Parties, both oral and written. The terms and conditions of the relevant Agreement shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by the Company.
- 28.2. Each Party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty that is not set out in the Agreement.

29. Law & Jurisdiction

- 29.1. Each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or relating to any Agreement and that the laws of England and Wales shall govern each Agreement.

30. General

- 30.1. If any provision of a relevant Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties agree that the remaining provisions shall not be affected thereby, and that the remainder of the applicable Agreement shall remain valid and enforceable.
- 30.2. No waiver by either Party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either Party shall preclude any other or further exercise thereof.
- 30.3. No Agreement o may be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of Panacea and the Company.
- 30.4. A person who is not a party to the applicable Agreement has no rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the applicable Agreement.

EXECUTED by on behalf of the Parties on the date referenced below:

Signature:



Signature:

Name: Martin Flammia
Position: Managing Director
Date: 14th September 2022
For: Panacea Networking Limited

Name:
Position:
Date:
For: