MERITEC

Cloud Service Agreement

Meritec ESB: Onboarding & Supply Chain Management

Terms & Conditions: 08/12/25



MERITEC

Terms and Conditions

Meritec Limited – Cloud Service Agreement

Service: Meritec Low Code Digital Platform – Onboarding & Supply Chain Management
Version: 19 December 2025
Parties:

- **Meritec Limited** ("Meritec")
- **Customer** (the entity identified in the Service Specification / Order Form)

Background

A) The Customer wishes to use Meritec's cloud services.
B) Meritec will provide those services on the terms of this Agreement.

---

1. Definitions and Interpretation

1.1 **Agreement** means this Cloud Service Agreement and any schedules/addenda.
1.2 **Applicable Laws** means all laws, regulations, rules, guidance and codes that apply to the provision, receipt or use of the Services and Data, including **Data Protection Laws**, **Anti-Bribery Laws** and **Sanctions Laws**.
1.3 **Anti-Bribery Laws** means all applicable anti-bribery and anti-corruption laws (including the UK Bribery Act 2010 and any equivalent laws in relevant jurisdictions).
1.4 **Sanctions Laws** means all applicable economic sanctions and trade restrictions (including those administered by the U.K., U.S., EU and U.N.).
1.5 **Data Protection Laws** means the UK GDPR, Data Protection Act 2018 and any other privacy/data protection laws applicable to the parties.
1.6 **Confidential Information** means non-public information disclosed by either party, including the terms of this Agreement, business plans, pricing, technical information, security, processes, and any information marked or reasonably understood to be confidential.
1.7 **Customer Content** means data, information and materials the Customer inputs, stores, transmits or otherwise makes available via the Services.
1.8 **Authorised Users** means the Customer's officers, employees, contractors and approved third parties permitted to access the Services.
1.9 **Information Security Programme** means administrative, physical and technical safeguards meeting good industry practice to protect systems and data.
1.10 **Security Event** means any loss, theft, compromise, unauthorised access, disclosure or misuse of User IDs, the Services or Data contrary to this Agreement.
1.11 **Service/Services** means the Meritec Low Code Digital Platform – ESB Cloud Software service as described in the **Service Specification**.
1.12 **Service Specification** means a schedule(s) describing the Services purchased, SLAs, fees and any

options (e.g., DR, storage).
1.13 **Charges/Fees** means amounts payable for the Services as set out in the Service Specification and/or rate card.
1.14 **Minimum Term** means the minimum commitment period stated in the Service Specification.
1.15 **Insolvency Event** means an event of insolvency under applicable law (including administration, liquidation or equivalent).
1.16 **Intellectual Property Rights** means all IP rights anywhere in the world (registered or unregistered).
1.17 **Good Industry Practice** means the degree of skill, care and diligence expected of a skilled, experienced provider under similar circumstances.

1.18 **Interpretation.** Headings are for convenience only; singular includes plural and vice versa; "including" means "including without limitation". Order of precedence is in **Clause 29**.

---

2. Commencement and Term

2.1 This Agreement starts on the **Execution Date** (signature or electronic acceptance) and continues for the **Minimum Term**. It then auto-renews for successive Minimum Terms unless terminated in accordance with this Agreement.
2.2 The term for any specific Service component will be as set out in the Service Specification.

---

3. Provision of Services

3.1 Meritec will provide the Services with reasonable skill and care and in material accordance with the Service Specification.
3.2 The Customer is solely responsible for the accuracy, quality and legality of Customer Content and the means by which it is acquired.
3.3 Meritec may deliver the Services via Affiliates or subcontractors, remaining responsible for their acts/omissions.

---

4. Authorised Users

4.1 The Customer will ensure Authorised Users comply with this Agreement. The Customer remains liable for their acts/omissions.
4.2 Home or remote working by Authorised Users is permitted provided equivalent security controls are maintained.

---

5. Use of Services & Prohibited Uses

5.1 The Customer will use the Services only for legitimate internal business purposes and in accordance with Applicable Laws and the Service Specification.
5.2 The Customer must not (and must ensure Authorised Users do not):
a) use the Services for any unlawful or inappropriate purpose;
b) sell, resell, rent, lease, lend, or provide the Services or output to third parties except as expressly permitted;
c) create a competing product or service or compare to third-party services to build such a product;
d) reverse engineer, decompile or disassemble the Services except as permitted by law;
e) interfere with or disrupt Meritec's systems or networks (including introducing malware);
f) gain unauthorised access to Meritec's or any other user's systems;
g) use automated scraping or robotic access except where expressly approved by Meritec;
h) upload or distribute material that is defamatory, obscene, discriminatory, harassing or otherwise offensive;
i) infringe third-party privacy or IP rights;
j) use data supplied through the Services as the sole basis for decisions affecting individuals without appropriate verification and lawful basis;
k) share output/data beyond the permitted scope or outside the authorised geography;
l) operate a service bureau using the Services.

---

6. Intellectual Property

6.1 All Intellectual Property Rights in the Services (including software, configurations and documentation) belong to Meritec or its licensors.
6.2 Except as expressly permitted, the Customer must not copy, adapt, modify or create derivative works of the Services.
6.3 If Meritec provides third-party or open-source components, the Customer will comply with any applicable licence terms notified by Meritec.
6.4 **IP Indemnity.** Meritec will indemnify the Customer against third-party claims alleging that the Customer's lawful use of the Services infringes IP rights, provided the Customer: (i) promptly notifies Meritec; (ii) gives Meritec control of the defence; (iii) provides reasonable assistance; and (iv) does not admit liability or settle without Meritec's consent. Meritec may (at its option) procure a right of continued use, modify/replace the Services to avoid infringement, or terminate the affected Service with a pro-rata refund of prepaid Fees. The indemnity does not apply to misuse, modifications not made by Meritec, or combinations with non-Meritec products not authorised by Meritec.

---

7. Security

7.1 Meritec will maintain an **Information Security Programme** aligned to Good Industry Practice and Applicable Laws.
7.2 The Customer will implement and maintain its own Information Security Programme, manage User

IDs securely, and promptly deactivate access when no longer required.
7.3 Meritec may suspend or require changes to User IDs to address security concerns.

8. Security Events (Incident Management)

8.1 Customer-side incidents: If the Customer suspects or confirms a Security Event affecting access credentials, the Services, or Data it controls, it will:
a) notify Meritec **within 24 hours** (or without undue delay) of becoming aware;
b) provide a summary of circumstances;
c) cooperate reasonably with Meritec's requests; and
d) remediate without undue delay.
8.2 **Meritec-side incidents:** If Meritec becomes aware of a Security Event impacting the Customer's Personal Data, Meritec will notify the Customer **without undue delay** (and in any case promptly) in accordance with the Data Protection Addendum and provide relevant information and assistance.
8.3 Meritec may suspend access to mitigate a Security Event. If remediation is not agreed or completed within **30 days**, Meritec may terminate the affected Services.

9. Audit

9.1 **Meritec audits of Customer:** Meritec (or its authorised third party) may, on **10 Business Days'** written notice, review the Customer's use of the Services and its Information Security Programme to verify compliance with this Agreement. The Customer will cooperate and provide reasonable access to records, systems and premises.
9.2 **Customer audits of Meritec:** The Customer may audit Meritec's relevant facilities, processes and documentation (including backup/DR and business continuity) **no more than once per year**, on **30 days'** written notice, at a mutually agreed time/manner. Audits must be proportionate and not unreasonably disrupt operations.
9.3 If a material breach is found, the breaching party will promptly remediate. Meritec may suspend Services, charge reactivation fees, or take other lawful action where non-compliance persists.

10. Confidentiality

10.1 Each party will keep the other's Confidential Information confidential and use it only for purposes of this Agreement.
10.2 Disclosure is permitted to Affiliates, employees, advisers and subcontractors who need to know and are bound by equivalent obligations, and where required by law or regulator (with prior notice where legally permitted).
10.3 Exceptions include information that is public (not due to breach), already known, independently developed, or lawfully received from a third party.
10.4 On request or termination, each party will return or securely destroy Confidential Information (except legally required records).

11. Data Protection

11.1 The parties will comply with **Data Protection Laws**. The Customer is the **Data Controller** and Meritec the **Data Processor** for Customer Personal Data.
11.2 The **Meritec Data Processing Addendum (DPA)** forms part of this Agreement and sets out processing instructions, sub-processor controls, international transfers, assistance with rights requests, breach notifications and audit rights.
11.3 Meritec will only process Customer Personal Data on documented instructions, implement appropriate security measures, and assist the Customer with data protection obligations as set out in the DPA.
11.4 **Link/Reference:** *DPA available on request*.

12. Charges and Payment

12.1 Charges are set out in the Service Specification and are payable in GBP, exclusive of VAT and applicable taxes.
12.2 Meritec will invoice as specified; the Customer will pay invoices within **30 days** of the invoice date.
12.3 Late payments accrue interest at **2% per annum** above Barclays Bank plc base rate, calculated daily.
12.4 Meritec may vary Charges in line with the Service Specification and with **30 days'** notice for changes in law/costs. If the Customer does not accept, it may terminate the affected Services on notice before the change takes effect.

13. Service Levels & Service Credits

13.1 Service Levels (availability, performance, support hours) are set out in the Service Specification.
13.2 If uptime or other SLA metrics fall below thresholds, service credits apply as stated (typically capped at **50%** of SaaS charges for the affected month). Service credits are the Customer's exclusive remedy for SLA failures.

14. Liability

14.1 Nothing limits liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of Section 2 Supply of Goods and Services Act 1982 (title); or any liability that cannot be excluded under Applicable Laws.
14.2 Neither party is liable for indirect, special or consequential loss, loss of profits, revenue, savings, business or goodwill.
14.3 **Cap.** Subject to 14.1–14.2, each party's aggregate liability in any 12-month period is limited to the **Charges paid** for the Services in the **12 months** before the first claim.

14.4 The Customer's liability is reduced proportionately to the extent Meritec's losses are caused by Meritec or by events outside the Customer's control.
14.5 Additional exclusions in the original Meritec T&Cs (e.g., events of force majeure, third-party attacks, Customer misuse) continue to apply.

15. Force Majeure

15.1 Neither party is liable for delay or failure (other than payment) caused by **Force Majeure**.
15.2 If Force Majeure lasts more than **30 days**, the parties will discuss alternatives; if it lasts more than **90 days**, either party may terminate the affected Services on **30 days'** notice.

16. Compliance with Laws (Anti-Bribery, Sanctions & Modern Slavery)

16.1 Each party will comply with **Anti-Bribery Laws** and maintain policies/procedures reflecting a zero-tolerance approach to bribery.
16.2 Each party will comply with **Sanctions Laws** and will not provide or permit access to the Services to any sanctioned person or entity.
16.3 Meritec warrants compliance with the **Modern Slavery Act 2015** and will maintain and publish its current modern slavery statement if/when applicable.
16.4 If continued provision of Services would reasonably risk violation of Sanctions Laws, either party may suspend or terminate the affected Services immediately on notice (prepaid Fees for suspended/terminated Services will be handled in accordance with Applicable Law and the Service Specification).

17. Variation

17.1 Meritec may update this Agreement and schedules with **30 days'** written notice. If the Customer does not accept a materially adverse change, it may terminate the affected Services before the change takes effect without penalty.
17.2 Variations are effective only when in writing and signed (or agreed electronically) by authorised representatives, save where updates to referenced online policies are notified in accordance with this Clause.

18. Subcontracting

18.1 Meritec may subcontract its obligations. Meritec remains responsible for subcontractors and will ensure equivalent obligations.

19. Publicity

19.1 Meritec may **not** use the Customer's name, logo or branding in marketing, case studies or press releases without the Customer's **prior written consent** (which will not be unreasonably withheld).
19.2 Any approved materials must be reviewed jointly before publication.

---

20. Termination

20.1 Either party may terminate for material breach not remedied within **21 days** of notice, for an **Insolvency Event**, or as otherwise stated in this Agreement.
20.2 The Customer may terminate on **90 days'** notice after the initial **180-day** term (rolling contract), as per the Service Specification.
20.3 On termination of Services:
a) access ceases immediately;
b) all unpaid Fees become due;
c) within **90 days**, the Customer will securely delete Service-provided Data and Meritec will securely delete Customer Content (unless legally required to retain or as agreed for transition).
20.4 Meritec will provide reasonable cooperation for data export/migration (CSV preferred) subject to applicable fees.

---

21. Dispute Resolution (including Mediation)

21.1 Disputes will be escalated to relationship managers and then senior representatives.
21.2 If not resolved within **30 Business Days**, the parties will submit the dispute to **non-binding mediation** (e.g., under the Centre for Effective Dispute Resolution (CEDR) rules) before commencing court proceedings (urgent injunctive relief excepted).
21.3 Nothing prevents a party seeking interim injunctive relief for confidentiality, IP or data protection breaches.

---

22. Assignment and Transfer

22.1 The Customer will not assign, novate or transfer rights/obligations without Meritec's prior written consent (not to be unreasonably withheld).
22.2 Meritec may assign or novate to an Affiliate or as part of a bona fide business reorganisation with written notice.

---

23. Notices

23.1 Notices must be in writing and delivered by hand, registered post, courier or email (to the addresses specified below or as updated in writing).
23.2 **Meritec:** Suite 34, Northlight Estates, Nelson, BB9 5EG, UK; Email: **hello@meritec.co.uk**
23.3 **Customer:** [Insert postal address and notice email].
23.4 Notices are deemed received on delivery (or next Business Day for emails received after 17:30 GMT).

---

24. Third-Party Rights

24.1 No third party has rights to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

---

25. Severability

25.1 If any provision is invalid or unenforceable, the remainder remains in full force.

---

26. Entire Agreement

26.1 This Agreement (including the Service Specification and DPA) is the entire agreement and supersedes prior communications regarding its subject matter.
26.2 Neither party relies on statements not expressly set out in this Agreement (excluding fraud).

---

27. Relationship of the Parties

27.1 The parties are independent contractors. Nothing creates partnership, joint venture or agency.

---

28. Counterparts

28.1 This Agreement may be executed in counterparts and electronically.

---

29. Order of Precedence

29.1 In case of conflict, the following order applies:
a) Service Specification (including SLAs and any Exhibits);

b) Data Processing Addendum;
c) any Addendum(s);
d) this Agreement.

---

30. Governing Law & Jurisdiction

30.1 This Agreement (and any non-contractual claims) is governed by the **law of England & Wales**.
30.2 The parties submit to the **exclusive jurisdiction of the courts of England**.

Schedules (incorporated by reference)

- **Schedule A – Service Specification:** scope, SLAs, support hours, storage allocation (default 50GB per instance), DR options, maintenance windows, and pricing/term details.
- **Schedule B – Meritec Data Processing Addendum (DPA):** roles (Controller/Processor), processing instructions, subprocessors, international transfers, audit, assistance, breach notifications, deletion/return.

Signatures (for hard-copy execution)

For Meritec Limited
Name: _____ Title: _____
Signature: _____ Date: _____

For Customer
Name: _____ Title: _____
Signature: _____ Date: _____