

BUSINESS SYSTEMS (U.K.) LIMITED

THIS MASTER SERVICES AGREEMENT is made on the date of the last signature below (“Effective Date”).

PARTIES:

- (1) **BUSINESS SYSTEMS (U.K.) LIMITED** a company registered in England and Wales with the company registration number 02199582 and having its registered address at Techspace, 140 Goswell Road, London, EC1V 7DY (“**BUSINESS SYSTEMS**”); and
- (2) **[INSERT CUSTOMER'S FULL NAME]** a company registered in England and Wales with the company registration number **[INSERT NUMBER]** and having its registered address at **[INSERT ADDRESS]** (“**CUSTOMER**”),

(together a “**Party**” or “**Parties**”).

WHEREAS:

Business Systems has agreed to provide certain services, technology and associated support to the Customer on the terms and conditions set out in this MSA.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this MSA the following words shall have the following meanings:

“**Applicable Law**” means as applicable and binding on the Customer, Business Systems and/or the Services:

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party is subject and/or in any jurisdiction that the Services or System are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the Parties from time to time;
- (c) any binding court order, judgment or decree; or
- (d) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business.

“**Cancellation Fees**” means early termination charges as agreed in a Statement of Work.

“**Charges**” means the charges payable by the Customer to Business Systems for the provision of the Services and System as agreed in a Statement of Work.

“**Commencement Date**” means the commencement date specified in a Statement of Work.

“**Confidential Information**” shall have the meaning given in clause 12.1.

“**Documentation**” means all operating manuals, user manuals and user documentation and any other documentation provided to the Customer by Business Systems or its suppliers which is associated with the use or provision of the Services and System.

“**End of Life**” means, in relation to all or any part of the System, that is no longer manufactured or supported by Business Systems and/or any relevant vendor and as notified in writing to the Customer from time to time.

“**Error**” means either (a) failure of the Services and/or System to perform in accordance with the Documentation; or (b) a cessation, interruption or degradation of the usual functionality of the Services and/or System.

“**Force Majeure**” means an event or series of events that are not in the affected Party's reasonable control and hinders performance of this MSA including but not limited to acts of God, war, hostilities,

riot, fire, explosion, accident, flood, sabotage, lack of adequate power, failure of telecommunications networks, raw materials or labour availability, failure of a supplier, strike, lock-out or injunction, changes to governmental laws, government action, regulations or orders, pandemic or epidemic.

“Good Industry Practise” means the exercise of that degree of skill, care, prudence as would be reasonably and ordinarily be expected from a reasonably skilled and experienced company within the relevant industry under the same or similar circumstances.

“Infrastructure” means the software and hardware infrastructure, as set out in the Statement of Work(s).

“Intellectual Property Rights” means any and all of the following as may be recognized by law in any jurisdiction throughout the world: (a) rights under any local or foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating to the same; (b) moral rights and copyrights in any work of authorship recognized by statute or at common law or otherwise, copyright applications, together with any renewal or extension, and all rights deriving from such registration or application; (c) rights to any trademarks, service marks, domain names, trade names or trade dress, and all related goodwill; (d) rights to any trade secrets, know-how, and confidential information; and (e) other intellectual property or proprietary rights recognised under any laws or international conventions and in each case including the right to apply for registrations, certificates, or renewals with respect to those intellectual property or proprietary rights and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation of those intellectual property or proprietary rights; in all cases whether or not the foregoing are registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“MSA” means this Master Services Agreement, all Statement of Works, Schedules and Annexes executed by both Parties hereto or incorporated by reference.

“Minimum Term” has the meaning given in clause 10.1;

“Party or Parties” shall have the meaning given above.

“Pre-requisites” means the items set out in each Statement of Work which the Customer shall procure or perform to enable the System to function in accordance with the Documentation.

“Professional Services” means the professional services described in a Statement of Work to be provided by or on behalf of business Systems in accordance with the Professional Services Terms and the provisions of this MSA.

“Professional Services Rates” as set out in 0 shall be valid for the first six (6) months from the date of the relevant Statement of Work and shall be updated and amended as necessary by Business Systems.

“Professional Services Terms” means the terms provided from time to time and set out in the relevant Statement of Work.

“Purchase Order” means a purchase order submitted by the Customer to Business Systems where required by the Customer.

“Quote” means a quote in respect of Services and/or System submitted by Business Systems to the Customer.

“Reinstatement Fee” has the meaning given to that term in clause 7.2.

“Renewal Term” has the meaning given to that term in clause 10.2;

“Schedule” means a schedule to this MSA;

“Services” means the professional services, managed services, Support and any other services to be provided by Business Systems, as set out in all relevant Statement of Work(s).

“Software Updates” means corrections, Service packs or revisions to the software incorporated within the System which add no functionality.

“Software Upgrade” means a modification to any part of the software used in the System which increases the functionality, capacity or processing power of the System.

“Statement of Work” means a fully executed statement of work as entered into between the Parties from time to time governed by the terms of the MSA.

“Support” means the support and maintenance services described in a Statement of Work to be provided by or on behalf of Business Systems in accordance with the Support Terms and/or the Vendor Product Terms and the provisions of this MSA.

“Support Terms” means the terms for support as provided from time to time when relevant and set out in a Statement of Work.

“System” means the technology solution provided by Business Systems hereunder which will comprise some or all of the following (as more particularly set out in the Statement of Work(s)): Business Systems’ own software, Infrastructure and Vendor Products.

“Term” means the Minimum Term and (if applicable) the Renewal Term(s) (as each term is defined in clause 10), together.

“Vendor Products” means the technology solution(s) provided by third parties and incorporated into the System by Business Systems for provision to the Customer.

“Vendor Product Terms” means the terms and conditions in respect of the Vendor Products, which are incorporated by reference into this MSA by way of the Schedules and/or relevant Statement of Work.

- 1.2. The Schedule(s) form part of this MSA and shall be interpreted accordingly. In case of conflict or ambiguity between any Statement of Work including its Schedules and the General Terms including all its Appendices, the documents will prevail in the order of Statement of Work, Schedules and then the General Terms.
- 1.3. Any undertaking by the Customer not to do any act or thing shall be deemed to include an undertaking that the Customer shall not permit or suffer the doing of that act or thing.
- 1.4. The expressions “Customer” and “Business Systems” shall be deemed to include their respective successors and permitted assignees and their respective employees and agents.

2. ORDER PROCESS

- 2.1. Where the Customer identifies a requirement, it shall communicate such requirement to Business Systems and, where Business Systems wishes to fulfil such requirement, Business Systems shall provide a Quote to the Customer in respect of the same.
- 2.2. If the Customer wishes to contract with Business Systems to perform the Customer’s requirement in accordance with the Quote, the Parties shall complete a Statement of Work provided by Business Systems.

3. SERVICES

- 3.1. Notwithstanding any other provision hereof, where Business Systems provides, or procures the provision of, any professional services to the Customer (e.g. in respect of scoping the project or assistance with the sales process) for which no Purchase Order has been received from the Customer, such professional services will be subject to this MSA and Statement of Work, and chargeable by Business Systems at its then current Professional Services Rates.
- 3.2. Business Systems shall provide, or procure the provision of, the Services and System to the Customer materially in accordance with each Statement of Work.
- 3.3. Where Business Systems provides Services, such Services shall be provided in accordance with Good Industry Practise.

- 3.4. In the event Business Systems provides a project implementation plan setting out the Services and/or Systems to be provided, Business Systems will use commercially reasonable endeavours to provide the Services and/or Systems within the expected time frames specified in the plan to the extent within Business Systems' reasonable control.
- 3.5. In order to comply with its or the Customer's legal or regulatory obligations, Business Systems shall be entitled to make changes to the Services and System from time to time provided that these do not materially adversely affect the Services and System.
- 3.6. The System may implement automatic Software Updates or Software Upgrades, and such implementation shall occur in accordance with the terms of this MSA and the relevant Statement of Work for cloud-based System. For some Systems, Business Systems may supply to the Customer and install free of charge any available Software Updates required to resolve any Service-related issues within Business Systems' usual hours of business (9am to 5pm, Monday to Friday excluding bank holidays in England and Wales) or outside these hours where agreed and set out in a Statement of Work.
- 3.7. The Customer shall be under no obligation to accept any Software Updates or Software Upgrades, provided, however, that if the Customer elects not to accept any such Software Updates or Software Upgrades, Business Systems shall only be required to perform the Services with respect to the version immediately preceding the current version of the System.
- 3.8. Business Systems shall ensure that Systems provided are not nearing End of Life and shall provide Services in relation to Systems licensed under a Statement of Work during the Minimum Term. After the Minimum Term, Business Systems shall use commercially reasonable endeavours to maintain any earlier version subject to the Charges specified in the relevant Statement of Work.
- 3.9. Save as otherwise expressly set out in the applicable Statement of Work, Business Systems does not warrant that the Services and/or System will be compatible with any equipment, software or other technology not provided by Business Systems and for the avoidance of doubt Business Systems shall not be liable for any Errors caused by such incompatibility, or where any aspect of the System becomes End of Life.

4. CHANGE CONTROL

- 4.1. Save in respect of any minor change where Business Systems acknowledges in writing that the provisions of this clause need not apply, the Customer may request, or Business Systems may suggest, in writing or by email a change, addition or amendment to the System and/or Services (a "**Change Request**") as documented in a Statement of Work. A Change Request may be used, but shall not be required, in relation to services subject to Additional Charges under the Support Terms.
- 4.2. Following receipt of such request or the suggestion of a Change Request, Business Systems shall submit a Quote to the Customer in writing, which shall include details of the proposed change and any change to the Charges as a result thereof and any other likely impact on the provision of the Services and/or System ("**Change Request Notice**").
- 4.3. Following receipt of such Quote and Change Request Notice the Customer may elect to accept the terms of such Quote and Change Request Notice, and shall notify Business Systems in writing or by e-mail of its decision to accept or not to accept such Quote and Change Request Notice within fourteen (14) days of receipt of the Quote. In the event that the Customer accepts these terms, the terms of the relevant Statement of Work shall be amended in writing and executed by the Parties accordingly.

5. SERVICES, DELIVERY AND/OR SYSTEM ACCEPTANCE PROCEDURE

- 5.1 A. Following each new Statement of Work, the representatives of both Parties shall participate in a project kick off meeting within a reasonable period of time to establish and agree the project delivery timeframe.

B. Once Business Systems has commenced delivery of the Services, if the Customer causes material delay to the extent of 15% or more of the agreed project timelines or a specific phase of delivery as defined in the Project Plan, Business Systems reserves the right to charge the Customer for any nonrecoverable costs in delivering the Services.

C. If the Customer cancels or postpones a scheduled delivery of Services or booked resources, Business Systems may Charge a cancellation or rescheduling fee as set out below. The fee will reflect costs incurred including resource allocation based on the applicable Professional Services Rates.

- i. More than five (5) days' notice: No Charge
- ii. Between three (3) and five (5) days' notice: 50% of the booked resource Charge,
- iii. Less than three (3) days' notice: 100% of the booked resources Charge, based on Professional Services Rates.

5.2 Where the Statement of Work indicates that the Services and/or System or part thereof are subject to acceptance procedures, the acceptance procedure set out in this clause 5 shall apply. In all other circumstances Acceptance shall be deemed to have occurred on delivery of the Services and/or System.

5.3 The acceptance procedure is as follows:

- 5.3.1 The Parties, acting reasonably in all the circumstances, shall define and agree the acceptance criteria in writing and which shall form part of the Statement of Work ("**Acceptance Criteria**");
- 5.3.2 On delivery of the relevant Services and/or System to the Customer (as applicable), the Customer shall check whether they meet the Acceptance Criteria within thirty (30) days of implementation of the Services and/or System.
- 5.3.3 Where the Services and/or System meet the Acceptance Criteria, the Customer will accept the Services and/or System;
- 5.3.4 In the event that the Customer reasonably demonstrates that the Services and/or System do not materially meet with the Acceptance Criteria, the Customer shall notify Business Systems in writing setting out full details and Business Systems shall amend such Services and/or System so that they comply within a reasonable timeframe; and
- 5.3.5 In the event that the Customer has not identified any failure of the Services and/or System to meet the Acceptance Criteria and/or has failed to notify Business Systems within thirty (30) days of implementation, the Services and/or System shall be deemed accepted.

5.4 The Services and/or System shall be deemed accepted on any live or production use of these by the Customer.

6 THE PARTIES' OBLIGATIONS

6.1 Business Systems shall provide the Services and System set out in the Statement of Work, along with any Support, Professional Services and any other Services detailed in a Statement of Work and its schedules.

6.2 The Customer shall perform its obligations as set out in Schedule 4.

7 CHARGES AND PAYMENT

7.1 The Customer shall pay the Charges set out in each of the Statement of Work(s), and otherwise arising pursuant to the provisions herein. Business Systems reserves the right to increase the Charges annually after the Minimum Term on the provision of ninety (90) days' written notice prior to any Renewal Term.

- 7.2 The Charges payable by the Customer may include any fees payable by the Customer in the event that the Customer wishes to reinstate a Service and/or System after having terminated such Service and/or System ("**Reinstatement Fee**"). The order process at clause 2 shall apply.
- 7.3 Business Systems will issue invoices to the Customer in accordance with the terms set out in the relevant Statement of Work(s), or otherwise monthly in arrears. For the avoidance of doubt, Business Systems does not require a purchase order to raise an invoice. Should a purchase order be required by the Customer, it is Customer's responsibility to ensure it is provided within three (3) days of a Statement of Work, for Business Systems' invoice to be paid in accordance with the Due Date. Charges payable by the Customer shall be subject to interest being charged at the rate set out below if the Customer has failed to submit a purchase order in time resulting in delay in Business Systems' invoice being paid.
- 7.4 The Customer shall pay the Charges in cleared funds within thirty (30) days of receipt of invoice (the "**Due Date**") to Business System's nominated account unless different payment terms are agreed under a Statement of Work. Business Systems may:
 - 7.4.1 suspend or terminate the MSA or the relevant Statement of Work and/or Support in the event that the Customer fails to pay any Charges due within thirty (30) days of the Due Date, and charge interest on any unpaid amount at a daily rate which shall (before and after any unsatisfied judgment in respect thereof) be four per cent (4%) per annum above the Sterling base rate of HSBC Bank plc.
 - 7.4.2 recover its reasonable expenses in connection with such default in payment, including legal expenses and costs of collection.
- 7.5 Where agreed in the applicable Statement of Work, the Customer shall pay all pre-approved expenses reasonably incurred by Business Systems in the provision of the Services and System.
- 7.6 All Charges are exclusive of VAT and all other taxes which shall be payable by the Customer. If the Customer is required by applicable law to deduct or withhold any amount from the payment of the charges, the charges that the Customer shall pay to Business Systems shall be increased by the amount necessary to ensure Business Systems receives an amount equal to the fees which would have been payable had no deduction or withholding tax been required.
- 7.7 In the event of a bona fide dispute regarding any invoice or other request for payment, the Customer shall follow the procedure set out in clause 21.
- 7.8 Business Systems shall pass on any increase in costs incurred during the Term associated with maintaining or upgrading cloud infrastructure and operational cost increases such as expenses incurred due to changes in applicable laws and regulations. Business Systems shall provide the Customer with thirty (30) days' prior written notice of any such price adjustment, along with reasonable justification for such an increase. All price adjustments shall be applied fairly and consistently across Business Systems' customer base and shall not be imposed unless due to exceptional circumstances beyond Business Systems' control.

8 WARRANTIES AND LIABILITIES

- 8.1 The Parties each warrant and represent to the other that it has the full right, power and authority to enter into and perform the MSA, and the person signing this MSA is properly authorised and empowered to bind such Party.
- 8.2 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this MSA whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.

- 8.3 Subject to clauses 8.6, 8.6 and 8.7 and any contrary provisions set out in any Statement of Work, the maximum aggregate liability of Business Systems (including its respective agents and sub-contractors) arising from or in connection with this MSA, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total Charges paid by the Customer under the relevant Statement of Work (or where there is no relevant Statement of Work the total Charges payable by the Customer under this MSA) for the 12 months prior to the date on which the liability first arose.
- 8.4 Subject to clauses 8.6, 8.6 and 8.7 and any contrary provisions set out in any Statement of Work, the maximum aggregate liability of Business Systems (including its respective agents and sub-contractors) arising from or in connection with loss of data under this MSA, shall not exceed three times the total Charges paid by the Customer under the relevant Statement of Work in respect of which a claim arises (or where there is no relevant Statement of Work the total Charges payable by the Customer under this MSA) for the 12 months prior to the date on which the liability first arose.
- 8.5 In no event shall Business Systems (including its respective agents and sub-contractors) be liable for:
- 8.5.1 any loss of profits, anticipated savings, costs of procurement of substitute goods, business interruption, loss of use, loss of contracts, loss of management time, loss of goodwill and reputation (whether direct or indirect);
- 8.5.2 any special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this MSA,
- whether or not caused by or resulting from its negligence or a breach of its statutory duties or a breach of its obligations howsoever caused even if Business Systems has been advised of the possibility of such loss.
- 8.6 In no event shall Business Systems (including its respective agents and sub-contractors) be liable for, or for any losses in relation to:
- 8.6.1 any matters not within Business Systems' reasonable control;
- 8.6.2 any breach of the Support Terms by the Customer;
- 8.6.3 any act, omission, misrepresentation or error made by or on behalf of the Customer;
- 8.6.4 any failure of the Services and/or System (including but not limited to any security breaches) which result from the Customer electing not to accept any Software Updates and/or Software Upgrades where such Software Updates and/or Software Upgrades have been made available by Business Systems;
- 8.6.5 any failure of the Services and/or System as a result of the Customer's continued use of an End of Life System or any other end of life system;
- 8.6.6 any fines, penalties or other sanctions imposed on the Customer or any associated entity by the Financial Conduct Authority or any other regulatory body.
- 8.7 Nothing in this MSA shall limit or exclude Business Systems' liability for:
- 8.7.1 death or personal injury caused by the negligence of its employees in the performance of this MSA;
- 8.7.2 fraud or fraudulent misrepresentation;
- 8.7.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- 8.7.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

8.7.5 any matter for which it would be unlawful to exclude or restrict liability.

8.8 Nothing in this MSA shall limit or exclude either Party's liability for:

8.8.1 infringement of the Intellectual Property Rights of the other; or

8.8.2 failure to comply with any confidentiality obligations under this MSA.

8.9 In the event that Business Systems fails to comply with its obligations under this MSA then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the Services and System hereunder. Where Services and / or System are remedied to the Customers reasonable satisfaction within a reasonable timeframe, the Customer agrees that it shall have no further remedy in that regard.

8.10 Both Parties accept that the limitations and exclusions set out in this MSA are reasonable having regard to all the circumstances.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Save as otherwise set out in any Statement of Work, Business Systems or its suppliers retain all Intellectual Property Rights and other proprietary rights in the Services and System and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. The Customer's license to use the Intellectual Property Rights in the Services and/or System and Documentation shall be limited to those required in order to make use of the Services, System and Documentation as set out under an Statement of Work(s) for the duration of the relevant Statement of Work and shall terminate upon termination or expiry thereof. All rights not expressly granted to the Customer are retained by Business Systems and / or its suppliers.

9.2 All Customer's Intellectual Property Rights shall be retained by the Customer and Business Systems is hereby granted limited rights solely in order to perform its obligations under this MSA.

10 TERM AND TERMINATION

10.1 This MSA shall come into force on the Effective Date and shall remain in force until the minimum duration of each Statement of Work ("**Minimum Term**") has been completed, unless the MSA is terminated earlier in accordance with clause 10.4.

10.2 The Services and/or System shall be provided for the relevant Minimum Term stated in each Statement of Work and shall automatically renew thereafter for twelve (12) months (the "**Renewal Term**").

10.3 Each Statement of Work may be terminated on the provision of ninety (90) days' written notice prior to the end of the Minimum Term or Renewal Term of such Statement of Work.

10.4 In any event, the MSA or any Statement of Work may be terminated immediately on written notice:

10.4.1 by either Party if the other Party is in material breach of its contractual obligations and where capable of remedy has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other Party; or

10.4.2 by either Party if the other Party loses any trading licences or authorisations, or is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent.

10.5 Termination of this MSA shall be without prejudice to any rights of either Party arising on or before termination, which includes without limitation, all sums due to Business Systems for Services and System supplied (including for the avoidance of doubt any Charges incurred in respect of work in progress) prior to the effective date of termination.

- 10.6 Any provision of this MSA that expressly or by implication is intended to come into or continue in force on or after termination of this MSA shall remain in full force and effect.
- 10.7 In the event of termination of this MSA or any Statement of Work:
- 10.7.1 the Customer agrees to promptly pay to Business Systems any outstanding Charges;
 - 10.7.2 the Customer's right to use or receive the Systems and Services shall cease immediately;
 - 10.7.3 Business Systems may upon written request provide reasonable assistance to the Customer in connection with the hand-over to a third party of any Services provided by Business Systems hereunder at Business Systems' then current Professional Services Rates; and
 - 10.7.4 each Party shall immediately return to the other all property and materials containing Confidential Information belonging to the other, subject always to the provisions of clause 12.5.
- 10.8 Either Party may terminate this Agreement with immediate effect by providing written notice to the other Party if the other Party or any of its affiliates, directors, officers, or ultimate beneficial owners becomes the subject of any sanctions, restrictions, or prohibitions imposed by any applicable governmental, regulatory, or international sanctions authority, including but not limited to the United Nations (UN), the United States (OFAC), the United Kingdom (OFSI), or the European Union. Such termination shall not relieve the affected Party of any outstanding obligations accrued prior to termination.

11 INDEMNITY

- 11.1 Each Party (an "**Infringing Party**") agrees to indemnify and keep indemnified the other Party against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the other Party arising out of or in connection with:
- 11.1.1 any claim made against the other Party for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Infringing Party's use of Vendor Products or breach of Vendor Product Terms; and/or
 - 11.1.2 any claim made against the other Party by a third party arising out of or in connection with the provision of the Services and/or System to the extent that such claim arises out of an act or omission by the Infringing Party, its employees, agents or sub-contractors.

12 CONFIDENTIALITY

- 12.1 "**Confidential Information**" means information or documentation intentionally or unintentionally disclosed by one Party to another, which in each case relates to any software, operations, products, processes, dealings, trade secrets or the business of the Disclosing Party (including without limitation all associated software, specifications, designs and graphics) regardless of it being identified by the Disclosing Party as confidential, and includes any and all information that would be reasonably understood to be confidential given the nature of disclosure.
- 12.2 Each Party in receipt of Confidential Information (the "**Receiving Party**") shall use the same degree of care with which it treats its own confidential information (but never less than a reasonable degree of care) to keep confidential the provisions of this MSA and all Confidential Information disclosed to it by the other Party (the "**Disclosing Party**") before, on or after the date of this MSA. Neither Party will use any Confidential Information for any purpose other than the performance of its obligations under this MSA and any Statement of Work(s). The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party unless legally compelled to do so. The Receiving Party shall use reasonable endeavours to inform the Disclosing Party in writing before any such disclosure is made.

- 12.3 During the term of this MSA the Receiving Party may disclose the Confidential Information to its employees and sub-contractors, or any third party that has a fiduciary duty to the Receiving Party (including but not limited to legal, financial or insurance advisors, or auditors) (any such person being referred to in this clause as the "**Recipient**") to the extent that it is reasonably necessary for the purposes of this MSA. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this MSA as if the Recipient were a party to this MSA.
- 12.4 The obligations contained in clauses 12.1 and 12.3 shall not apply to any Confidential Information which is:
- 12.4.1 at the date of this MSA already in, or at any time after the date of this MSA comes into, the public domain other than through breach of this MSA by the Receiving Party or any Recipient;
 - 12.4.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
 - 12.4.3 required to be disclosed by the Receiving Party by law or regulatory requirements of any stock exchange, or any other government or other regulatory body, provided that the Receiving Party promptly notifies the Disclosing Party of the requirement for such disclosure and, where possible, allows the Disclosing Party an opportunity to seek an injunction against disclosure.
- 12.5 All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and at the request of the Disclosing Party shall be immediately returned by the Receiving Party to the Disclosing Party or destroyed upon the Disclosing Party's request or the termination of this MSA (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party, provided that (i) the Receiving Party or any Recipient shall be entitled to retain on a confidential basis archival copies of the Confidential Information to the extent necessary to comply with any Applicable Laws, or to evidence compliance with its bona fide regulatory, compliance or auditing obligations or policies, or bona fide internal document retention policies, and (ii) neither the Receiving Party or any Recipient shall be required to expunge Confidential Information contained in automatic electronic back-up systems, provided that such files are put beyond normal use. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality, non-use, and other obligations set out in this MSA. Within fourteen (14) days of such request the Receiving Party or any Recipient shall certify in writing to the Disclosing Party that it has fully complied with its obligations under this clause.
- 12.6 The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

13 AUDIT

During the Term of this MSA and for two (2) years thereafter, the Customer shall keep complete and accurate records relating to the Services and the System and the Customer's compliance with the provisions of this MSA.

14 DATA PROTECTION

The Parties agree that all personal data shall be processed in accordance with the Data Processing terms set out at Schedule 4A to the MSA together with a Data Processing Addendum in the form set out in Schedule 4B, to be entered into by the Parties in respect of each Statement of Work.

15 PUBLICITY

- 15.1 Each Party shall have a right of prior approval over any sales and marketing materials to be used by the other Party that refer to the existence and/or terms of the commercial relationship between the Parties.

- 15.2 Upon request, the Customer shall work with Business Systems to produce a customer case study.

16 COMPLIANCE WITH LAWS

- 16.1 In performing its obligations under the MSA, the Parties shall comply with all Applicable Laws.
- 16.2 Each Party shall:
- 16.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");
 - 16.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 16.2.3 have and shall maintain in place throughout the term of this MSA its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 16.2.4 promptly report to the other in writing any request or demand for any undue financial or other advantage of any kind it has received in connection with the performance of this MSA;
 - 16.2.5 immediately notify the other (in writing) if a foreign public official becomes an officer or employee of the other or acquires a direct or indirect interest in its business and each party warrants that it has no such foreign public officials as direct or indirect owners, officers or employees at the Effective Date.
- 16.3 Both Parties shall ensure that any person associated with them that is performing services or providing goods in connection with this MSA does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on them by this clause 16. Each Party shall be responsible for the observance and performance by such persons of the Relevant Requirements and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Requirements.
- 16.4 Breach of this clause 16 shall be deemed a material breach under this MSA.
- 16.5 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause, a person associated with a Party includes any subcontractor of that Party.
- 16.6 Each Party shall comply with the Modern Slavery Act 2015.

17 NON-SOLICITATION

- 17.1 During the period this MSA is in effect and for a period of six (6) months thereafter, the Customer agrees not to solicit or to offer employment to any employees of Business Systems or any sub-contractors or Sub-processors used by Business Systems without the prior written consent of Business Systems.
- 17.2 In the event that the Customer breaches clause 17.1, without prejudice to any other remedy that Business Systems may have, the equivalent of six (6) months' gross salary of the employee so solicited and/or employed shall be payable by the Customer to Business Systems. This provision shall be without prejudice to the right to seek injunctive relief.

18 FORCE MAJEURE

- 18.1 If either Party is prevented or delayed from performing its obligations under this MSA by Force Majeure, then (save in relation to payment obligations which shall continue to apply where the relevant Services or System have been provided):
- 18.1.1 its obligations under this MSA or affected part of this MSA shall be suspended for so long as the Force Majeure continues and to the extent that that Party is so prevented, hindered or delayed; and
 - 18.1.2 the Parties shall, without prejudice to the other provisions of clause 18.1, consult each other with a view to taking such steps as may be appropriate to mitigate the effects of such Force Majeure.
- 18.2 If any Force Majeure affects the MSA and prevails for a continuous period in excess of three (3) months, either Party shall be entitled to terminate this MSA in its entirety or in part by giving not less than ten (10) days' notice in writing to the other Party.

19 USE OF SUB-CONTRACTORS AND AGENTS

Unless otherwise expressly set out to the contrary in the relevant Statement of Work(s), Business Systems may engage any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under this MSA.

20 RELATIONSHIP BETWEEN THE PARTIES

Nothing herein contained shall be construed to imply an employment, joint venture, partnership or principal-agent relationship between Business Systems and the Customer and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

21 DISPUTE RESOLUTION

- 21.1 If a dispute arises out of or in connection with this MSA or the performance, validity or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this clause 21 prior to commencing court proceedings:
- 21.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Services Manager of Business Systems and the Services Manager of Customer shall attempt in good faith to resolve the Dispute;
 - 21.1.2 if the service manager, or service supervisor, leading the Parties service department ("**Services Manager**") of Business Systems and the Services Manager of the Customer are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a director of Business Systems and a director of the Customer who shall attempt in good faith to resolve it;
 - 21.1.3 if the director of Business Systems and the director of the Customer are for any reason unable to resolve the Dispute within a further thirty (30) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

- 21.2 Notwithstanding the foregoing, nothing in this MSA shall prevent the Parties from taking court proceedings directly against the other Party in the courts of England and Wales in order to: (i) obtain temporary, interim or injunctive relief; and (ii) protect or enforce its Intellectual Property Rights.

22 GENERAL

- 22.1 This MSA constitutes the entire MSA and understanding of the Parties and supersedes all prior MSAs, understandings or arrangements (both oral and written) relating to the subject matter of this MSA.
- 22.2 Each of the Parties acknowledge that in entering into this MSA on the terms set out herein it has not relied on or been induced to enter into this MSA by any representation, warranty, undertaking, promise or assurance made or given by any other Party or any other person, whether or not in writing, at any time prior to the execution of this MSA other than those expressly set out in this MSA or any applicable Statement of Work.
- 22.3 If any part of any provision of this MSA shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this MSA shall remain valid and enforceable.
- 22.4 Save as otherwise set out in any Statement of Work, no amendment or variation of the terms of this MSA shall be effective unless it is made or confirmed in a written document signed by both Parties.
- 22.5 No delay in exercising or non-exercise by either Party of any of its rights under or in connection with this MSA shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the Party granting it.
- 22.6 Save for any Vendor whose Vendor Product the Customer may license under this MSA, the Parties do not intend any term of this MSA to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 22.7 The Customer may not assign any of its rights under this MSA without the prior written consent of Business Systems and may not permit any third party to use any of the Services and System other than with Business Systems' prior written consent.
- 22.8 This MSA shall be construed in accordance with English law and, subject to clause 21, the Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this MSA.
- 22.9 Any notice required or permitted under the terms of this MSA or required by law must be in writing and must be: delivered in person; sent by registered mail return receipt requested; or sent by overnight air courier, in each case to the appropriate address set forth herein. Either Party may change its address for notice by written notice to the other Party. Notices will be considered to have been given:
- 22.9.1 at the time of actual delivery in person;
 - 22.9.2 three (3) business days after posting; or
 - 22.9.3 one (1) business day after delivery to an overnight air courier service; or

Agreed by the Parties on the date of the last signature by a Party.

For and on behalf of

BUSINESS SYSTEMS (U.K.) LIMITED

For and on behalf of

[CUSTOMER]

SIGNED:.....

SIGNED:.....

NAME:

NAME:

TITLE:

TITLE:

DATED:

DATED:

SCHEDULE 1

PROFESSIONAL SERVICES RATES

Professional Services Day Rates

Service	Charges per hour / per day
Project Engineer	£160 / £1280
Project Manager	£180 / £1440
Senior Project Manager	£210 / £1680
Technical Services Engineer (TSE)	£160 / £1280
Senior Technical Services Engineer (STSE)	£180 / £1440
Service Delivery Manager	£210 / £1680
Associate Consultant	£160 / £1280
Consultant	£180 / £1440
Senior Consultant	£210 / £1680

SCHEDULE 2

BUSINESS SYSTEMS (U.K.) LIMITED

INSERT Statement of Work upon execution

SCHEDULE 3

CUSTOMER OBLIGATIONS

1. The Customer shall perform the obligations set out herein, including, without limitation to:
 - 1.1. provide reasonable access to all the Customer's infra-structure, premises, equipment, system (including information on all system users) and facilities, including servers, storage and licenses, within a reasonable time and as reasonably required by Business Systems in order for it to carry out its activities efficiently and to effectively perform its obligations under the MSA, including remote access where agreed in an Statement of Work.
 - 1.2. to the extent that Business Systems requires access to the same, ensure that its premises comply with all Applicable Laws as to health and safety, and shall maintain insurance in respect of persons working on its premises as required by law;
 - 1.3. procure that all information provided to Business Systems in connection with the MSA and its performance shall be true, accurate and complete;
 - 1.4. take decisions and make information and materials available as requested by Business Systems, and co-operate with Business Systems, either within the timescales reasonably required by Business Systems or in the absence of a required timescale as soon as reasonably practicable following the request being made;
 - 1.5. appoint an authorised person who is able to make binding decisions for the Customer with regard to the MSA, including authorising any change to the Services and/or System;
 - 1.6. perform all Customer administered tasks and routines requested by Business Systems in accordance with: (1) the appropriate product administration guide; (2) oral or written instructions from Business Systems; and (3) such specification for tasks and routines agreed with Business Systems;
 - 1.7. maintain a written, dated and timed record of any routines, modifications, alterations or enhancements to the Infrastructure performed by the Customer or any third party, including, but not limited to, software, network infrastructure, hardware configuration changes, installations and removals;
 - 1.8. ensure that all software licences for programmes that have not been provided by Business Systems and are to be used by the Customer in connection with the Services and System permit use by Business Systems as required to perform the Services. Customer shall provide a copy of such licence to Business Systems and/or documentation relating to such software upon request.
2. The Customer shall, and shall procure that its employees, and sub-contractors shall:
 - 2.1. use the Services and System in a lawful manner;
 - 2.2. use the Services and the System correctly in accordance with the relevant Documentation;
 - 2.3. notify Business Systems promptly if the Services and/or System are not operating correctly;
 - 2.4. not permit any person other than Business Systems or its authorised representatives to modify, alter or enhance the Infrastructure;
 - 2.5. permit only authorised personnel to contact Business Systems to request provision of the Support;

- 2.6. not divulge any passwords or login details that allow access to the Services and/or System to a third party and shall use all reasonable endeavours to keep all passwords and login details confidential and inaccessible to third parties;
- 2.7. notify Business Systems if it becomes aware of any unauthorised use of all or part of the Services and/or System;
- 2.8. comply with all applicable Vendor Product Terms.
3. Throughout this MSA, the Customer shall not engage any provider of the Vendor Products, either directly or through an alternative intermediary, to provide the Vendor Products to the Customer without Business Systems' consent. Where a Customer wishes to renew the provision of a Vendor Product the Customer shall follow the order process set out in clause 2 of the MSA to procure the provision of the Vendor Products from Business Systems. This clause shall survive termination of the MSA for any reason.
4. Business Systems shall not be liable for any loss, damage, delay or failure that results from the delay or failure of the Customer to comply with its obligations under the MSA and the time for performance of Business Systems obligations under the MSA shall be extended by Business Systems as a result of any failure or delay by the Customer.
5. The Parties agree, if the Customer fails to comply or causes delay in fulfilling the agreed and defined Pre-requisites issued by Business Systems, which results in Business Systems being delayed in providing the Service and/or installation of the System, the Charges shall become payable by the Customer per the relevant Statement of Work.
6. If the Customer causes unreasonable delay during implementation or installation of the System or Project or fails to comply within the timescales reasonably required by Business Systems, Business Systems reserves the right to invoice the Customer per the relevant Statement of Work.

SCHEDULE 4A

DATA PROCESSING TERMS (CONTROLLER-TO-PROCESSOR)

BACKGROUND

- (A) The following additional terms, requirements and conditions shall apply to the processing of any Personal Data which may be required by the Customer when providing Services under the MSA.
- (B) This Schedule contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors and the General Data Protection Regulation ((EU) 2016/679).

AGREED TERMS

1. Definitions and Interpretation

- 1.1 The following definitions shall have the following meanings in this Schedule and shall have application under the MSA and any Statement of Work:

“Adequacy Decision” means a decision by the UK government or UK data protection regulatory authority, or the EC Commission (as relevant) that the data protection laws of a country provide an adequate level of protection to UK and/or EU Data Subjects.

“Authorised Persons” means the persons or categories of persons that the Customer authorises to give Business Systems written personal data processing instructions as identified in a Data Processing Addendum and from whom Business Systems agrees to accept such instructions.

“Business Purposes” means the services to be provided by Business Systems to the Customer as described in the MSA and any Statement of Work, together with any other purpose specifically identified in a Data Processing Addendum.

“Commissioner” means the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

“Controller” has the meaning given to it in section 6, DPA 2018.

“Data Processing Addendum” means a data processing addendum to be entered into by Business Systems and the Customer in respect of each and every Statement of Work, which is in the form as set out in Schedule 4B.

“Data Protection Legislation” means:

- a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.

“Data Subject” means the identified or identifiable living individual to whom the Personal Data relates.

“EU GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“EEA” means the European Economic Area.

“Personal Data” means any information relating to an identified or identifiable living individual that is processed by Business Systems on behalf of the Customer as a result of, or in connection with, the

provision of the Services under the MSA and any Statement of Work; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

“Processing, processes, processed, process” means any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

“Personal Data Breach” means a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

“Records” has the meaning given to it in clause 12 of this Schedule.

“Term” has the meaning given to it in clause 10 of this Schedule.

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

2. Personal data types and processing purposes

2.1 The Customer and Business Systems agree and acknowledge that for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and Business Systems is the Processor;
- (b) the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Business Systems; and
- (c) In relation to each and every Statement of Work: (i) the subject matter, duration, nature and purpose of the processing and the Personal Data categories; and (ii) the Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes shall each be set out in the applicable Data Processing Addendum.

3. Business System’s obligations

- 3.1 Business Systems will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. Business Systems will not process the Personal Data for any other purpose or in a way that does not comply with the MSA, a Statement of Work and/or the Data Protection Legislation. Business Systems must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 Business Systems will comply promptly with any Customer written instructions requiring Business Systems to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 Business Systems will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or the MSA, or any Statement of Work specifically

authorises the disclosure, or as required by domestic or EU law, court or regulator (including the Commissioner). If a domestic or EU law, court or regulator (including the Commissioner) requires Business Systems to process or disclose the Personal Data to a third-party, Business Systems must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice.

- 3.4 Business Systems will provide reasonable assistance to the Customer, at the Customer's expense, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Business Systems' processing and the information available to Business Systems, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.
- 3.5 Business Systems will notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Business Systems' performance of the Services under the MSA and any Statement of Work.
- 3.6 Business Systems will only receive Personal Data from the Customer. The Customer uses a notice or method which contains a data privacy notice informing the Data Subject of the Customer's identity, the purpose or purposes for which their Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. Business Systems has no access to the notice nor to the data subjects and will therefore not be responsible for providing notices or obtaining consent.

4. Business Systems' employees

- 4.1 Business Systems will ensure that all of its employees:
 - (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of Business Systems' duties and their personal duties and obligations under the Data Protection Legislation, the MSA and any Statement of Work.

5. Security

- 5.1 Business Systems will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in a Data Processing Addendum. Business Systems shall document those measures in writing and periodically review them at least once a year to ensure they remain current and complete.
- 5.2 Business Systems will implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
 - (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal data breach

- 6.1 Subject to clause 6.5 of this Schedule, Business Systems will within 72 hours and in any event without undue delay notify the Customer in writing if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. Business Systems will use all reasonable commercial endeavours to restore such Personal Data as soon as possible;
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 6.2 Subject to clause 6.5 of this Schedule, where Business Systems becomes aware of (a), (b) and/or (c) above, it will, as reasonably practical, also provide the Customer with the following written information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the Parties will co-ordinate with each other to investigate the matter. Further, Business Systems will reasonably co-operate with the Customer subject to clause 6.5 below, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Customer with physical access to any facilities and operations affected;
 - (c) facilitating interviews with Business Systems' employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 Business Systems agrees that the Customer has the right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.5 The Customer will cover all reasonable expenses associated with the performance of Business Systems' obligations under Clauses 6.1 to 6.3 of this Schedule, unless the matter arose from Business

Systems' negligence, wilful default or breach of the MSA, in which case Business Systems will cover all reasonable expenses.

7. Sub-processors

7.1 Business Systems may only authorise any other third-party or sub-processor to process the Personal Data if:

- (a) the Customer is provided with an opportunity to object to the appointment of each sub-processor which they must do within ten working days after Business Systems supplies the Customer with full details in writing regarding such sub-processor; and
- (b) Business Systems enters into a written contract with the sub-processor that contains terms substantially the same as those set out in the MSA and this Schedule (and any relevant Data Processing Addendum), in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts.

7.2 Where Business Systems engages a sub-processor, Business Systems shall provide the Customer, in writing, the sub-processor's name and location and the contact information for the person responsible for privacy and data protection compliance.

7.3 Where the sub-processor fails to fulfil its obligations under the MSA with Business Systems which contains terms substantially the same as those set out in the MSA, this Schedule, and any applicable Data Processing Addendum, Business Systems remains liable to the Customer for the sub-processor's performance of its obligations.

7.4 Following the Customer's reasonable written request, Business Systems shall require inspection reports and information security certifications from a sub-processor regarding its compliance with its obligations regarding the Personal Data and provide the Customer with the inspection reports and information security certifications. Where the Customer reasonably concludes that the sub-processor is in material default of its obligations regarding the Personal Data, the Customer may in writing instruct Business Systems to procure that the sub-processor remedies such deficiencies within such time as is reasonable under the circumstances.

8. Cross-border transfers of personal data

8.1 Business Systems (and any sub-processor) will not transfer or otherwise process the Personal Data outside the UK or the EEA without obtaining the Customer's prior written consent upon which clause 8.3 of this Schedule will apply.

8.2 Where so instructed by the Customer, Business Systems may transfer Personal Data to other Processors contracted to the Customer, in which case (i) the Customer shall sign a legally compliant data protection processing agreements with such Processor(s); and (ii) clause 8.3 of this Schedule will apply if the transfer is to a jurisdiction outside the UK or the EEA to any country without a valid and relevant Adequacy Decision.

8.3 Should either Party transfer Personal Data to a Processor or sub-processor in a country without a relevant Adequacy Decision, Business Systems shall ensure that the transfer is based on one of the appropriate safeguards specified in Article 46 of the GDPR (or UK GDPR) or their successor legislation as the case may be. Appropriate safeguards must be updated by each Party from time to time where required by applicable laws.

9. Complaints, data subject requests and third-party rights

9.1 Business Systems will take such technical and organisational measures as may be appropriate, and without undue delay provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- (b) information or assessment notices served on the Customer by the Commissioner or other relevant regulator under the Data Protection Legislation.

9.2 Business Systems will notify the Customer without undue delay in writing upon becoming aware of any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either Party's compliance with the Data Protection Legislation.

9.3 Business Systems will notify the Customer without undue delay if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

9.4 Business Systems will give the Customer its co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 Business Systems will not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic or EU law.

10. Term and termination

10.1 Subject to clause **Error! Reference source not found.** of this Schedule, the terms in this Schedule will remain in full force and effect so long as any processing under the MSA and/or any Statement of Work continues or Business Systems retains any of the Personal Data related to the Business Purposes in its possession or control (**Term**).

10.2 Any provision of the MSA that expressly or by implication should come into or continue in force on or after termination of the MSA in order to protect the Personal Data will remain in full force and effect.

10.3 If a change in any Data Protection Legislation prevents either Party from fulfilling all or part of its MSA obligations, the Parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the Parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within ten working days, either Party may terminate the MSA on not less than seven working days on written notice to the other Party.

11. Data return and destruction

11.1 At the Customer's written request, Business Systems will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer (subject to reasonable charges for such transfer).

11.2 On termination of the MSA for any reason or expiry of its term, Business Systems will securely delete or destroy or, if directed in writing by the Customer, return (to the extent possible and permitted by law) and not retain, all or any of the Personal Data related to the MSA and/or any Statement of Work in its possession or control, except for one copy that it may retain for six years for back-up purposes only and in the event of any claim against Business Systems.

12. Records

12.1 Business Systems will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved sub-processors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 5.1 of this Schedule (**Records**).

12.2 Business Systems will ensure that the Records are sufficient to enable the Customer to verify Business Systems' compliance with its obligations under this Schedule and the Data Protection Legislation and Business Systems will provide the Customer with copies of the Records upon request.

12.3 The Customer must ensure that the information listed in the Data Processing Addendum(s) are accurate and up to date and inform Business Systems of any changes.

13. Audit

13.1 Business Systems will permit the Customer and its third-party representatives to audit Business Systems' compliance with its obligations under this Schedule no more than once per year upon reasonable notice, during the Term. Business Systems will give the Customer and its third-party representatives all necessary access to conduct such audits at no additional cost to the Customer. The assistance is limited to inspection reports of the technical and organisational measures specified in Clause 5.1 of this Schedule used to process the Personal Data unless the Customer reasonably requires further access after such initial inspection.

13.2 The notice requirements in Clause 13.1 of this Schedule will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or Business Systems is in material breach of any of its obligations under this Schedule or any of the Data Protection Legislation.

13.3 At the Customer's written request and expense, Business Systems will:

- (a) conduct an information security audit before it first begins processing any of the Personal Data and repeat that audit on an annual basis;
- (b) produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit; and
- (c) remedy any deficiencies identified by the audit within ten working days.

14. Data Protection

14.1 Business Systems warrants and represents that it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments.

14.2 The Customer warrants and represents that Business Systems' expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

15. Indemnification

15.1 Each Party agrees to indemnify, keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by that Party or for which that Party may become liable due to any failure by the other Party or its employees, sub-processors or agents to comply with any of its obligations under this Schedule and/or the Data Protection Legislation.

15.2 Each Party shall indemnify and hold harmless the other Party against a claim arising out of the infringing Party's breach of the data protection and information security obligations set out in this Schedule, provided that such amount shall not exceed an amount which is equal to three times (3 x) the sums paid by the Customer to Business Systems under an applicable Statement of Work (in respect of which any such breach has occurred) during any the twelve (12) month period immediately preceding any claim.

16. Notice

16.1 The terms of the MSA shall apply in respect of any notice or other communication given to a Party under or in connection with this Schedule.

- 16.2 Clause 16.1 above does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

SCHEDULE 4B

PRO-FORMA - DATA PROCESSING ADDENDUM

This Data Processing Addendum is dated on the date of the last signature below.

PARTIES

- (1) **BUSINESS SYSTEMS (U.K.) LIMITED** a company incorporated and registered in England and Wales with company number 02199582 whose registered office is at Techspace, 140 Goswell Road, London, EC1V 7DY (**Business Systems**).
- (2) **[FULL CUSTOMER NAME]** incorporated and registered in **[Country]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Customer**); and

ADDITIONAL DATA PROCESSING TERMS

17. The Parties have entered into a Master Services Agreement dated **[xx] [month]** 2025 ("**MSA**") and an Statement of Work dated **[xx] [month]** 2025 ("**Statement of Work**") to deliver certain Services thereunder.
1. Definitions in the MSA shall have the same meaning herein.
2. This Data Processing Addendum shall form part of the MSA, the Data Processing Terms set out in Schedule 4A of the MSA, and the Statement of Work.
3. Business Systems **[shall not be permitted to use any sub-processors]/[shall be permitted to use the sub-processors whose details are set out in Annex B]** to provide the Services under the Statement of Work.
4. In respect of the Statement of Work:
 - 4.1 the subject matter, duration, nature, purpose of the processing, data subject categories, and Authorised Persons in respect of the Personal Data are set out in **Annex A** to this Data Processing Agreement; and
 - 4.2 the Security measures for the processing of the Personal Data are set out **Annex B** to this Data Processing Agreement

ANNEX A Personal Data processing purposes and details

Subject matter of Processing:

The processing relates to the provision of Services to the Customer as described in the Statement of Work.

Duration of Processing:

The processing will continue for as long as the arrangement is in place and subject to each Party's respective data retention requirements. [In relation to storage of the Personal Data, the Processing shall cease within seven years following termination or expiry of the Services.]

Nature of Processing:

Processing activities include:

[Collection, recording, organising, retrieving, storing, use, make available and/or erase data.]

Business Purposes:

Business Systems shall Process Personal Data only for the purpose of providing the Customer with the benefit of the Services as set out in the Statement of Work.

Personal Data Categories:

[Personal details; lifestyle and social circumstances; education and employment details; financial details; racial origin; ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; physical or mental health data.]

Data Subject Types:

[Employees*, Customers' clients, suppliers, service providers, enquirers, complainants.]

ANNEX B Security measures

Business Systems - Security Measures

Business Systems shall deploy the security measures as documented in its ISO 27001 Scope of Certification, and associated Statement of Applicability (from time to time updated and amended), including:

1. Physical access controls
2. Logical access controls
3. Transmission controls
4. Input controls
5. Data back ups
6. Data segregation
7. Encryption
8. Public certifications

[Subcontractor(s)'s Security Measures]

[List each applicable subcontractor(s) here together with their applicable security measures]

Subcontractor [A]

Sub-contractor [A] - Security Measures]

Agreed by the Parties on the date of the last signature by a Party to this Data Protection Addendum.

For and on behalf of
BUSINESS SYSTEMS (U.K.) LIMITED

For and on behalf of
[CUSTOMER]

SIGNED:.....

SIGNED:.....

NAME:

NAME:

TITLE:

TITLE:

DATED:

DATED: