



MASTER SERVICES AGREEMENT

THIS **MASTER SERVICES AGREEMENT** (the “**MSA**” or “**Agreement**”) has been entered between the Parties.

1. Introduction

- 1.1 Puzzel is a leading provider of cloud contact centre solutions. Puzzel’s solution enables organisations to create rich journeys for their customers and users, with a mix of live and self-serve experiences and to unlock the contact centre’s full potential with smarter workforce management.
- 1.2 The Customer now wishes to obtain Puzzel’s services on the terms and conditions set out in this Agreement, which term shall include this MSA and all its appendices (the “**Appendices**”) from time to time.
- 1.3 As of date of the Agreement, the Parties have agreed on the following Appendices:
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| Appendix 1.1 | Service Appendices (Order Form(s) and Statement of Work(s)) * |
| Appendix 2 | Product Description |
| Appendix 3 | Fees |
| Appendix 4 | Puzzel General Terms (the “ General Terms ”) |
| Appendix 5 | Service Level Agreement (the “ SLA ”) |
| Appendix 6 | Data Processing Agreement (the “ DPA ”) |
- * Additional Order form(s), and Statement of Works shall be numbered in consecutive order, beginning with 1.1.*
- 1.4 In the event of contradictory terms between the MSA and/or the Appendices, the MSA shall take precedence over its appendices and the appendices precedence over each other in the order listed above, unless otherwise provided for in the Agreement or in the Appendix. Within the same category, a more recent or newer document shall take precedence over an older document.

2. The Services

Puzzel hereby agrees to provide the services to the Customer as agreed to by the Parties from time to time in duly executed order form(s), Statement of Work(s) (each a “**SOW**”) or other services as otherwise agreed to by the Parties in accordance with this Agreement). Each such service or work is hereinafter called a “**Service**” and jointly the “**Services**”. Each Order Form, SOW, or agreement on Additional Services constitutes a “**Service Appendix**” and forms an integral part of the Agreement.

3. Term

This Agreement shall commence on the date it has been signed by both Parties and remain in force until the end date stipulated in the respective Order Form, which is enclosed as an Appendix to this MSA. Unless otherwise agreed or if terminated in accordance with clause 10 of the General Terms (*Early Termination and Suspension*), the Agreement shall automatically renew for consecutive terms of twelve (12) months each time unless terminated by either Party in writing at least three (3) months before the end of the respective term.

4. Fees

- 4.1 The Customer shall pay the fees set out in with Appendix 3 (Fees), or as otherwise set out in applicable Service Appendix (the “**Fees**”).

5. Contact Persons

- 5.1 The Parties hereby appoints the following persons (or a duly appointed and presented replacement of such person) as their representative to agree to any matters regarding the Services and the Agreement, including the right to delegate such powers (in whole or in part) to any other person and to receive notices under this Agreement (each a “**Contact Person**”).

5.1.1 For Puzzel:
 Name: Mel Lawn (CCO)
 E-mail: mel.lawn@puzzel.com

5.1.2 For the Customer:
 Name:
 E-mail:

6. Confidentiality

- 6.1 Each Party agrees
- 6.1.1 not to disclose information about the other Party and/or its activities which is either marked confidential at the time of disclosure or which is reasonably deemed to be of confidential or proprietary nature ("**Confidential Information**") without the prior written permission from other Party;
 - 6.1.2 to use the Confidential Information solely for the purposes of fulfilling its obligations under this Agreement; and
 - 6.1.3 to keep the Confidential Information secure and take no lesser security measures and degree of care to protect the Confidential Information than it applies to its own confidential or proprietary information.
- 6.2 The Parties agree that permission under clause 6.1.1 shall not be unreasonably withheld for the use of the other Party's name, logo, trademark and/or brand in its general marketing activities, provided that such activities are carried out with due respect for the other Party and never in a negative way. Unless otherwise explicitly prohibited by the Customer, Puzzel may name the Customer as its customer to other potential customers.
- 6.3 Notwithstanding clause 6.1 above, each Party shall be allowed to disclose Confidential Information to its directors and employees and any sub-contractor or other third party who are directly involved in the provision or receipt of the Services, and then only on a need-to-know basis;
- 6.4 The obligations of confidentiality set out in this clause 6 shall not apply to:
- 6.4.1 Confidential Information which, at the time of receipt, is or becomes at any time after that date, within the public domain (other than as a result of a breach of this clause 6); or
 - 6.4.2 Confidential Information which the discloser can show was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it.
- 6.5 Neither Party shall be in breach of this clause 6 where it is required to disclose the other Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where a Party is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the disclosing Party as to the terms, content, and timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

7. Miscellaneous

- 7.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 The Agreement may not be assigned or otherwise transferred by either Party without the prior written approval of the other, provided however that either Party may always assign this Agreement to its Affiliates (as defined in the General Terms).
- 7.3 No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy.
- 7.4 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties or appointed Contact Persons.

- 7.5 If any provision of this Agreement or part thereof is or becomes invalid, illegal or unenforceable in any respect, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement. Instead, the Agreement shall be amended, construed and/or interpreted in a way which most closely resembles the Parties intentions before the invalidity, illegality, or unenforceability.
- 7.6 Nothing in this Agreement is intended to create a partnership, joint venture or relationship of principal and agent between the Parties, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

8. Applicable Law and Dispute Resolution

- 8.1 This Agreement and any dispute arising out of or in connection with this it shall be governed by and construed in accordance with the laws of England and Wales.
- 8.2 In the event of a dispute arising out of or in connection with this Agreement, each of the Parties shall use all best endeavours to consult and negotiate with each other, in good faith and, recognising their mutual interests, attempt to reach a settlement of the dispute to the satisfaction of both Parties. If the Parties do not reach such a settlement within two (2) weeks, the dispute shall be managed in accordance with clause 8.1, and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
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