

This Master Agreement is entered into between the legal entity from Our Affiliates identified in the signature block in the Order Form (“**We**” or “**Us**”) and the customer identified in the signature block in the Order Form (“**You**”). The Effective Date of this Master Agreement shall be the Effective Date in the Order Form. The parties agree to the following:

In consideration of You agreeing to pay to Us the Charges indicated in the Order Form, We agree to provide to You the Services and/or Deliverables referred to in the Order Form subject to the general terms and conditions of this Master Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 A reference to the Master Agreement shall be deemed to include all of the terms and conditions, Order Forms, schedules and any appendices to such schedules.

1.2 In this Master Agreement the following words shall have the meanings specified below.

“**Adequate Procedures**” shall have the meaning prescribed to it under the section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act)

“**Associated Person**” shall have the meaning prescribed to it under section 8 of the Bribery Act 2010, however this shall not be limited to a sub-contractor of either party.

“**Applicable Law**” means the law of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes that apply to the provision of the Services.

“**Business Day**” means any day, which is not a Saturday, Sunday, public, or bank holiday in England and Wales.

“**Changes**” means any change to this Master Agreement including to any of the Services and/or Deliverables.

“**Contract Change Control Note**” means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

“**Contract Change Control Procedure**” means the procedure for agreeing Changes to the Master Agreement.

“**Charges**” means the charges for the Services and any Deliverables to be supplied, as such charges are set out in the Order Form.

“**Contract Year**” means a period of twelve (12) months, beginning on the Service Commencement Date and/or each anniversary of the Service Commencement Date.

“**Customer Data**” means all data provided to Us or an Our Affiliate by or on behalf of You in connection with the provision of the Services, and includes Your Personal Data.

“**Customer Responsibilities**” means the responsibilities of You in relation to the Services as specified in Order Form.

“**Confidential Information**” means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party and that party’s representatives including but not limited to: (i) information which is identified as confidential; (ii) any information that would be regarded as confidential by a reasonable business person relating to: the business, affairs, customers, clients, suppliers, or plans of the disclosing party; and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; (iii) the terms of this Master Agreement; (iv) Customer Data; (v) any information relating to any Intellectual Property Rights owned by either party; but not including any information that: 1) is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of this Master Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or 2) was available to the recipient on a non-confidential basis prior to disclosure by the disclosing party; or 3) was lawfully in the possession of the recipient before the information was disclosed to it by the disclosing party; or 4) the parties agree in writing is not confidential or may be disclosed.

“**Customer’s Equipment**” means any equipment, systems, cabling or facilities provided by You and used directly or indirectly in the supply of the Services.

Customer’s Group means You, its ultimate holding company and all subsidiaries of its ultimate holding company.

“**Customer’s Site**” means the location of You where the Services will be delivered.

“**Customer’s System**” means the computer systems (including the software, hardware and data comprised within them) in the possession or control of You. Customer Third Party Provider means any third party provider of services in connection with this Master Agreement in a direct contractual relationship with You.

“**Data Controller**” has the meaning set out in the Data Protection Act 1998.

“**Data Protection Legislation**” means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended from time to time, and all other applicable privacy and data protection laws and regulations, as well as any guidance and/or codes of practice issued from time to time by the Information Commissioner

“**Data Processor**” has the meaning set out in the Data Protection Act 1998.

Data Centre means any data centre used by Us in relation to the provision of the Services which includes any changes thereto during the Service Term.

“**Data Subject**” has the meaning set out in the Data Protection Act 1998.

“**Deliverable**” means any product or goods that are to be delivered by Us or any Our Affiliate to You in the course of providing the Services, including any product or goods that are described as such in any Order Form.

“**Document**” means any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“**Effective Date**” means the date of this Master Agreement or the Order Form, whichever is earlier.

“**Employment Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

“**Exit Management Services**” where identified in the Order Form, means services, activities, processes and procedures designed to ensure a smooth and orderly transition of all or part of the Services from Us to You and/or a Replacement Supplier as described in the Exit Management Services Schedule.

“**Force Majeure Event**” has the meaning given in Clause 17 of the Master Agreement.

“**Goods**” means any equipment purchased from Us under the Sales of Goods Terms.

“**Good Industry Practice**” means the exercise of the degree of skill, care and efficiency, which would be expected from an experienced organisation in providing the same or similar services as the Services.

“**Hardware**” means the physical material parts of a computer or other system.

“**Incumbent Supplier**” means the third party supplier providing identical or substantially similar services to the Services prior to the appointment of Us.

“**Intellectual Property Rights**” means any trademarks, service marks, copyright, moral rights, rights in design, know how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating thereto.

“**Normal Business Hours**” 8:30 hours to 18:00 hours local UK time on a Business Day.

“**Order Form**” means the covering document which is effectively a schedule of work to be undertaken.

“**Our Affiliate**” means (i) Us and any entity which from time to time is Our ultimate holding company or a subsidiary of such ultimate holding company or of Us and (ii) any entity over which from time to time any of the entities defined in (i) either directly or indirectly exercises management control, even though it may own less than fifty per cent (50%) of the shares and is prevented by law from owning a greater shareholding.

"Our Equipment" means any equipment, including tools, systems, cabling, facilities, provided by Us or its subcontractors and used directly, or indirectly in the supply of the Services, which are not the subject of a separate agreement between the parties under which title passes to You.

"Our Personnel" means all employees, agents, consultants, contractors and other representatives of Us (or any Our Affiliate or any of their respective subcontractors) who are involved, or proposed to be involved, in the provision of the Services.

"Personal Data" has the meaning set out in the Data Protection Act 1998.

"Pre-existing Materials" means Intellectual Property Rights proprietary to Us, which is or will be used by Us for providing the Services, which comprise:

- (i) Intellectual Property Rights owned by Us before the Effective Date for example those subsisting in Our documentation, development tools, program components or standard code used in computer programming or in physical or electronic media containing Our know-how or generic business methodologies;
- (ii) Third Party Intellectual Property Rights including Third Party Software; and Software Intellectual Property Rights;
- (iii) Intellectual Property Rights created by Us independently of this Master Agreement.

"Replacement Services" means any services which are identical or substantially similar to any of the Services and which You receives in substitution for any of the Services following the termination or expiry of the Master Agreement, whether You provides those services internally or by any Replacement Supplier.

"Replacement Supplier" means any third party supplier of Replacement Services appointed by You from time to time.

"Sale of Goods Terms" means Our standard Sales of Goods Terms which apply in the event Goods are to be supplied or form part of the Services set out in a Order Form.

"Services Description" means the Services specified in the Order Form.

"Service Commencement Date" means the date on which the Services under an Order Form are to commence.

"Services" means the services to be provided by Us under this Master Agreement as set out in the relevant Order Form, together with any other services, which We agree in writing to provide to You.

"Service Credits" (if applicable) means a credit note issued by Us to You in the circumstances of Our failure to achieve relevant Service Levels set out in the Order Form.

"Service Levels" means Our standards service levels, which We shall endeavour to achieve in the performance of the relevant Services.

Service Term means the term of the Services as set out in the Order Form.

"Software" means any software provided by Us to You as part of the Services or the Deliverables, other than Third Party Software.

"Term" has the meaning given in Clause 2.

"Termination Date" means the date of termination of this Master Agreement (and/or Order Form) for whatever reason.

"Third Party Provider" means the third party service providers listed in the Order Form (if any), or as otherwise used by You from time to time.

"Third Party Software" means any software supplied by Us to You as part of the Services and/or Deliverables, which are not owned by Us or an Our Affiliate.

1.3 A reference to a clause, sub clause, Schedule or Appendix, is unless otherwise stated a reference, to such clause, sub clause, schedule or appendix to the Master Agreement.

1.4 All references in the Master Agreement to a gender are to be construed to include the other gender and the neuter.

1.5 Where the context so requires all references in the Master Agreement to the singular shall be construed to include references to the plural and vice versa.

1.6 The terms holding company and subsidiary have the meanings given to them in the Companies Act 2006.

1.7 A person includes a corporate or unincorporated body (whether or not having separate legal personality).

2. COMMENCEMENT AND TERM

2.1 This Master Agreement commences on the Effective Date and shall, continue in full force and effect unless and until it is terminated in

accordance with Clause 16 (the "Term"), or until all Service Terms specified in any Order Forms have expired.

2.2 The individual Term of each Order Form shall be as set out in the relevant Order Form.

3. SERVICES

3.1 The Services and/or the Deliverables to be supplied by Us to You shall be as set out in the relevant Order Form.

3.2 Each executed Order Form shall constitute an individual contract for the supply of Services and/or Deliverables under, and subject to, the terms of this Master Agreement. In the absence of an agreed and executed Order Form, We shall not be under any obligation to provide any services and/or deliverables to You under this Master Agreement.

3.3 We shall use reasonable endeavours to perform Our obligations within any time stated in this Agreement. Any such time is, however, approximate only and time for such delivery or performance shall not be of the essence of this Agreement.

4. OUR OBLIGATIONS

4.1 In providing the Services, We shall:

4.1.1 provide the Services in accordance with the provisions of the Order Form and the terms of this Master Agreement;

4.1.2 provide the Services in accordance with Good Industry Practice;

4.1.3 comply with all applicable health, safety, security and other office procedures, rules and regulations notified to Us by You from time to time;

4.1.4 provide the Services in accordance with the Applicable Laws;

4.1.5 allocate sufficient resources to provide the Services; and

4.1.6 use personnel who are suitably skilled and experienced in the provision of the Services.

4.2 We shall maintain throughout the duration of each Order Form adequate and reasonable insurance cover with a reputable insurer in relation to Our risks under such Order Form. We shall, at Your request from time to time, furnish such reasonable evidence as You may reasonably request to demonstrate that such insurance cover has been maintained in force with such insurer.

4.3 We reserve the right to suspend all or any of the Services without notice, however, We will use reasonable endeavours to give You such notice of the suspension as is practicable, and without prejudice to Our rights pursuant to clause 16, if:

4.3.1 You are in breach of any of Your obligations set out in this Master Agreement, including any schedules to this Master Agreement;

4.3.2 You knowingly do anything which jeopardises (in Our reasonable opinion) the Service or any network to which it is from time to time connected;

4.3.3 We are obliged to comply with an order, instruction or request of Government, Court, law enforcement agency or other competent administrative or regulatory authority; or

4.3.4 It is necessary to do so in order to protect Your systems from damage or harm.

4.4 Suspension shall not affect the liability of You to pay any Service Charges and other amounts due to Us under this Master Agreement.

4.5 If the Services are not provided substantially in accordance with the Order Form, We will use reasonable endeavours to correct any such non-compliance promptly and to ensure that the Service is provided substantially in accordance with the Order Form, provided that this obligation shall not apply to the extent that any non-compliance is caused by Your act or omission of an act or omission caused by a third party under the control of You. Such correction constitutes Your sole and exclusive remedy for any breach of clause 4.3.

4.6 Notwithstanding the foregoing, We do not warrant that Your use of the Service will be uninterrupted or error free.

4.7 This Master Agreement shall not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Master Service Agreement.

4.8 We may at any time during the Term use an alternative Data Centre for the provisions of the Services, such a Data Centre will be of an equivalent standard to the original Data Centre.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer shall:
- 5.1.1 provide Us with access to appropriate members of Your staff, in order for Us to discharge its obligations under this Master Agreement;
- 5.1.2 respond to and provide such documentation, data and other information as We reasonably request in order for Us to perform its obligations under the Master Agreement;
- 5.1.3 provide such access for any of Our Personnel to the relevant Customer Sites during Your normal working hours in each Business Day as may be reasonably required in connection with the provision of the Services and at such other hours as may be arranged in advance;
- 5.1.4 comply with all Applicable Laws in relation to its obligations under the Master Agreement;
- 5.1.5 notify Us of any relevant changes to Applicable Laws that specifically apply to Your business;
- 5.1.6 not use any Hardware, Software or the Services in a manner inconsistent with Our reasonable instructions or any acceptable use policy as notified to Customer by Us from time to time; and
- 5.1.7 carrying out all other Customer obligations and responsibilities set out in the Master Agreement in a timely and efficient manner.
- 5.2 The Customer agrees that it shall not use the Services and/or Deliverables in a manner that is likely to:
- 5.2.1 contravene any laws or regulations including, without limitation, the Computer Misuse Act 1990;
- 5.2.2 compromise the security and/or integrity of the network or other systems including, but without limitation, introducing viruses or failing to employ appropriate security procedures (other than to the extent that such security procedures are specifically to be provided by Us pursuant to the provisions of the Order Form);
- 5.2.3 involve the sending of unsolicited marketing or advertising materials;
- 5.2.4 result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any third party's intellectual property rights, Confidential Information or privacy; and
- 5.2.5 breach or cause Us to breach any applicable data protection legislation including but not limited to the Data Protection Act 1998.
- 5.3 The Customer shall, at all times during and after the Term, indemnify Us and keep Us indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid Us arising from any breach of Your obligations under Clause 5.2.
- 5.4 The Customer is responsible for data cleaning, and for the integrity of any data, including Customer Data, provided to Us.
- 5.5 Except to the extent We have specifically agreed in the Order Form to provide a back-up service as a part of the Services, You are solely responsible for safeguarding your data by taking backup copies, maintaining a disaster recovery process, and through any other means You believe appropriate, including maintaining up to date anti-virus software.
- 5.6 The Customer is responsible for obtaining all required licences or other consents to enable Us to have access to Your System for the purpose of providing the Services, and is solely responsible for any costs associated with obtaining such licences and consents.
- 5.7 The Customer shall procure all necessary rights from third parties (including, without limitation, intellectual property licences in relation to computer software) which are from time to time required in order for Us to be able legally to provide the Services. Except, as expressly set out in Order Form.
- 5.8 You shall be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and use the Services.
- 5.9 You warrant that any equipment that is provided by You to Us for the provision of the Services is of an appropriate age and performance standard, and is maintained by appropriate hardware breakfix maintenance services in line with Good Industry Practice.

- 5.10 Wherever Our Equipment is delivered and/or installed on Customer Site You are responsible for insuring Our Equipment upon delivery to the Customer Site.
- 5.11 Wherever Customer Equipment is delivered and/or installed on Our premise, including where applicable, an Data Centre, You are responsible for insuring Your Equipment upon delivery to Our premises and/or Data Centre.
- 5.12 You are responsible for and shall pay any reasonable extra costs directly incurred by any discrepancies errors or omissions in the orders, drawings, information and decisions supplied in writing to Us by You
- 6. THIRD PARTY PROVIDERS**
- 6.1 Where Our performance of its obligations under this Master Agreement involves or utilises services provided or supplied by a Customer Third Party Provider:
- 6.1.1 You agree to fully comply with the terms and conditions of Your Third Party Providers applicable to the services so provided and agrees to indemnify Us against any act or omission of Your employees, agents and sub-contractors that causes Us to be in breach of Your Third Party Provider terms and conditions; and
- 6.1.2 You agree and acknowledge that We cannot and do not commit to ensuring that the services provided by a Customer Third Party Provider are performing (or will perform) to any particular standard or service level.
- 6.2 You agree not to misuse, use inappropriately or illegally or interfere with any equipment, software or services provided by any of Your Third Party Providers.
- 7. CUSTOMER DATA**
- 7.1 In the event of any loss or damage to Customer Data caused directly by Us, Your sole and exclusive remedy shall be for Us to use reasonable endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by Us in accordance with its archiving procedure. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by Us to perform services specifically related to Customer Data).
- 8. SUB-CONTRACTORS**
- 8.1 We shall be permitted to subcontract any of our obligations to a sub-contractor without Your prior written consent.
- 8.2 We shall remain responsible for all acts and omissions of our sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were Our own
- 9. CHARGES**
- 9.1 In consideration of the provision of the Services by Us in accordance with the Master Agreement, You shall pay the Charges to Us as detailed in the Order Form.
- 9.2 You shall reimburse Us for reasonable travel, subsistence and accommodation expenses reasonably incurred by Us in performance of the Services.
- 9.3 The Charges and all other amounts stated, or referred to in the Master Agreement are exclusive of value added tax, which shall be added to Our invoice(s) at the appropriate rate.
- 9.4 All annual Charges are subject to an annual increase in line with the then prevailing Retail Price Index Percentage.
- 9.5 You shall pay all invoices within thirty (30) days from the date of an undisputed invoice from Us (Due Date). Interest shall accrue on any overdue amounts at the rate of 4% over the base lending rate of HSBC Bank plc, commencing on the Due Date and continuing until fully paid, whether before or after the judgement.
- 9.6 If You receive an invoice which You reasonably believe includes a sum which is not valid and properly due:
- 9.6.1 You shall notify Us in writing as soon as reasonably practicable;
- 9.6.2 Your failure to pay the disputed Charges shall not be deemed to be a breach of the Master Agreement;

- 9.6.3 You shall pay the balance of the invoice which is not in dispute by the Due Date;
- 9.6.4 to the extent that You are obliged, following resolution of the dispute, to pay an amount, then We may charge interest in accordance with clause 9.5 from the original Due Date until the date of payment; and
- 9.6.5 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within ten (10) Business Days and, where We are required to issue a credit note, it shall do so within ten (10) Business Days.
- 9.7 If full payment of an undisputed invoice is not made by You:
- 9.7.1 within ten (10) Business Days following the Due Date then, without prejudice to Our other rights, We may suspend any further deliveries of any Services and/or Deliverables under the Master Agreement (or any other contract between Us and You) until payment is made in full.
- 9.7.2 Further to clause 9.7.1, We subsequently reserve the right, without prejudice to Our other rights, to terminate the Master Agreement in accordance with Clause 16.
- 9.8 We may alter the amount of any Charges for the Services during the Service Term, to pass on to You any increase in charges related to the provision of the Services which are imposed by a third party supplier on Us.
- 9.9 The Charges specified in the Order Form are exclusive of, and may be increased without notice as a result of, the imposition by any relevant authority of any tax, impost, levy or charge including but not limited to any 'green levy' such as the carbon reduction commitment or the climate change levy, and non-domestic rates on fibre optic networks. For the avoidance of doubt, only the actual amount will be passed on to You.

10. CONTRACT CHANGE CONTROL

- 10.1 Where You or We see a need to make a Change to this Master Agreement, You may at any time request, and We may at any time recommend, such Change only in accordance with the provisions of an agreed Change Control Procedure.
- 10.2 Neither party shall unreasonably withhold its agreement to any Change.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 You acknowledge and agree that all Intellectual Property Rights and all other rights in the Pre-existing Materials and the Software are owned by or licensed by Us or one of Our Affiliates. Subject to Clause 11.2, We hereby license all such rights other than the Third Party Software to You on a non-exclusive, royalty-free, non-transferable basis to such extent as is necessary to enable You to make reasonable use of the Deliverables and the Services in accordance with the terms of this Master Agreement. If this Master Agreement is terminated for whatever reason, this licence will automatically terminate.
- 11.2 You acknowledge that: (i) Your use of any Third Party Software is conditional on compliance with the licence terms and conditions applicable to such software, as notified to You by Us or where applicable set out in the Order Form; and (ii) You shall not acquire any right, title or interest in or to any Third Party Software other than the right to use such software.
- 11.3 You will not copy, decompile or modify the Software (except as permitted by law) and will not distribute or disclose the Software to any third party other than as expressly permitted in the applicable Order Form or as otherwise stipulated in the licence terms.

12. CONFIDENTIALITY

- 12.1 By virtue of the Master Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("Confidential Information"). Our Confidential Information and/or Our licensors and third parties includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement,

including without limitation all Order Forms, all trade secrets, software, source code, database, licence keys, information about the Software or Services, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Services and/or licenced materials, product roadmap, data and other information of Us and Our licensors and third parties relating to or embodied therein.

- 12.2 Each party will protect the other party's Confidential Information from unauthorised dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. We and Our Affiliates may use and distribute, for any lawful purposes outside of the Master Agreement, Customer Data, provided always that such data is aggregated anonymous, and de-identified. We and/or Our licensors or suppliers may monitor the usage, performance and operation of any licensed materials using electronic, remote and other means to access Customer systems and without notice to You.
- 12.3 The receiving party may disclose Confidential Information of the disclosing party if it is required by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

13. WARRANTIES

- 13.1 We warrant that:
 - 13.1.1 We will provide the Services with reasonable skill and care and in accordance with Good Industry Practice; and
 - 13.1.2 We have full power and authority to enter into the Master Agreement and shall obtain all approvals and consents where necessary for the fulfilment of Our obligations under the Master Agreement.
- 13.2 The above warranties are in lieu of all other express or implied warranties or conditions including, but not limited to, implied warranties or conditions of merchantability and/or quality and fitness for a particular purpose. We specifically deny any implied or express representation that the Services will be fit:
 - 13.2.1 to operate in conjunction with any other hardware items or software products other than with those hardware items and software products that are identified in the Order Form as being compatible with the Services; or
 - 13.2.2 to operate uninterrupted or error-free.
- 13.3 Any unauthorised modifications, use or improper installation of the Services by You shall render all Our warranties null and void.
- 13.4 You warrant that You have full power and authority to enter into this Master Agreement and to perform Your obligations under this Master Agreement.

14. LIMITATIONS OF LIABILITY

- 14.1 Except as expressly and specifically provided in this Master Agreement:
 - 14.1.1 You assume sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. We shall have no

liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Service, or any actions taken by Us at Your direction; and

14.1.2 all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Master Agreement.

14.2 Neither party limits its liability for:

14.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 breach of any obligation as to title implied by statute; or

14.2.4 any other act or omission, liability for which may not be limited under Applicable Law.

14.3 Subject to clause 14.2 and 14.5 Our total aggregate liability:

14.3.1 in respect of Services Credits, is limited, in each Contract Year, to 10% of the quarterly Service Charges that are payable by You in the applicable quarter;

14.3.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Master Agreement shall in no event exceed the aggregate of the total Charges paid or payable to Us during the twelve (12) months preceding the date on which the claim arose; and

14.3.3 for any loss or damage to Your tangible property caused by to the other parties negligence shall be limited to an amount of £250,000.

14.4 Each of the liability caps set out in this clause shall operate as a separate liability cap for the matters covered by the liability cap in question.

14.5 Subject to clause 14.2, neither party shall in any circumstances be liable to the other party for:

14.5.1 any indirect, special or consequential loss or damage; or

14.5.2 any direct or indirect loss of profits (for the avoidance of doubt, nothing in this clause 14.5 shall prevent, restrict or limit in any way Us from claiming any Charges capable of being generated pursuant to or in connection with the Master Agreement), business opportunities, loss or corruption of data, loss of revenue, damage to goodwill or pure economic loss.

14.6 Where Service Credits are provided as a remedy for failure to meet Service Levels in respect of the relevant Services it shall be Your exclusive financial remedy in respect of such failure, except where:

14.6.1 the failure to perform the Services in accordance with the Service Levels has arisen due to theft, gross negligence, fraud, or wilful default; or

14.6.2 the failure to perform the Services in accordance with the Service Levels results in: corruption or loss of Customer Data due to Our negligence;

14.6.3 or You being entitled to terminate the Agreement in accordance with clause 16 of the Master Agreement.

14.7 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 14 is held to be invalid under any Applicable Law, it shall, to that extent, be deemed omitted. If any party becomes liable for loss or damage which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in this clause 14.

14.8 Nothing in this Master Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

15. DATA PROTECTION

15.1 With respect to the parties' rights and obligations under the Master Agreement, the parties agree that You are the Data Controller and that We are the Data Processor. Both parties agree to comply with the Data Protection Legislation and neither party shall perform its obligations under the Master Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation.

15.2 We shall:

15.2.1 process Your Personal Data only for the purposes of performing the Master Agreement and only in accordance with instructions contained

in the Master Agreement or the reasonable instructions received from You from time to time during the Term;

15.2.2 not otherwise modify, amend or alter the contents of Your Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by You;

15.2.3 at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998;

15.2.4 ensure that only those of Our Personnel who need to have access to Your Personal Data are granted access to such data and only for the purposes of the performance of the Master Agreement, and all of Our Personnel required to access Your Personal Data are informed of the confidential nature of Your Personal Data;

15.2.5 not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by You;

15.2.6 notify You as soon as practicable if we receive (i) a request from a Data Subject to have access to that person's Personal Data; or (ii) a complaint or request relating to Your obligations under the Data Protection Legislation; or (iii) any other communication relating directly or indirectly to the processing of Your Personal Data in connection with the Master Agreement.

15.2.7 provide You with full co-operation and assistance in relation to any complaint or request made in respect of Your Personal Data;

15.2.8 not transfer Personal Data outside the European Economic Area without Your prior written consent such consent not to be unreasonably withheld or delayed, and, where You consent to such transfer, to comply with (i) the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and (ii) any reasonable instructions notified to it by You.

15.3 You acknowledge that We are reliant on You alone for direction as to the extent We are entitled to use and process Your Personal Data. Consequently, We shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Our actions to the extent that such actions directly result from instructions received from You.

15.4 Each party (as indemnitor) shall at all times, during and after the Term, subject to the provisions of Clause 14.3, on written demand indemnify the other party (as indemnitee) and keep the indemnitee indemnified against all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by the indemnitee arising from any breach of obligations by either party under this Clause 15. For the avoidance of doubt, We shall not be liable under this clause 15.4 to the extent that such liabilities have resulted directly from Your instructions.

16. TERMINATION

16.1 Without prejudice to any rights of termination set out elsewhere in this Master Agreement, We may terminate this Master Agreement immediately if You fail to pay any undisputed sum due to Us, where such sum remains unpaid for thirty (30) days after We have given notice to You that such sum has not been paid.

16.2 Either party may terminate the Master Agreement including all Order Forms executed thereunder immediately upon written notice:

16.2.1 in the event that the other party commits a non-remediable material breach of the Master Agreement, or

16.2.2 fails to provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach, or;

16.2.3 if the other party becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to

- any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade.
- 16.3 Where a party has rights to terminate the Master Agreement, the non-breaching party may at its discretion either terminate the entire Master Agreement or the Order Form, and Order Forms that that are not terminated shall continue in full force and effect under the terms of this Master Agreement .
- 16.4 On termination of the Master Agreement for any reason:
- 16.4.1 We shall immediately cease provision of the Service;
- 16.4.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;
- 16.4.3 Should You give written notice to Us within thirty (30) days of termination of this Master Agreement or an Order Form stating that You wish Us to return Your Data related to the relevant Services, or in the case of termination of this Master Agreement, related to all Order Forms, then We shall return to You Your Data within twenty (20) Business Days of receiving payment in full of all outstanding Charges on all relevant Order Forms. You shall pay all reasonable expenses incurred by Us in returning or disposing of Customer Data; and the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 16.4.4
- 16.5 On or prior to termination or expiry of the Master Agreement We shall, if detailed in Order Form, provide Exit Managed Services, subject to the provisions of the Exit Services schedule and payment of the relevant Exit Management Services Charges.
- 16.6 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 16.7 On termination of this Master Agreement (however arising) the following Clauses shall survive and continue in full force and effect: Clause 11; Clause 12; Clauses 14; Clause 22.3, and Clause 30.
- 17. FORCE MAJEURE**
- 17.1 A party, provided that it has complied with the provisions of Clause 17.4, shall not be in breach of this Master Agreement, nor liable for any failure or delay in performance of any obligations under this Master Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"). The corresponding obligations of the other party will be suspended to the same extent.
- 17.2 Any party that is subject to a Force Majeure Event shall not be in breach of this Master Agreement provided that:
- 17.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 17.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 17.2.3 it has used reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Master Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 17.3 If the Force Majeure Event prevails for a continuous period of more than 30 days, either party may terminate this Master Agreement and/or any Order Form by giving seven days' written notice to the other party. On the expiry of this notice period, this Master Agreement and/or the relevant Order Form will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Master Agreement or any Order Form occurring prior to such termination.
- 17.4 Nothing in this Master Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.
- 18. ANTI BRIBERY**
- 18.1 Both parties warrant that they shall;
- 18.1.1 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 and all Applicable Laws;
- 18.1.2 have and shall maintain throughout the Term of this Master Agreement its own policies and procedures, including but not limited to Adequate Procedures in accordance with the Bribery Act 2010, to ensure compliance with relevant requirements and will enforce them where appropriate;
- 18.1.3 report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this Master Agreement or any agreement between the parties subsequent to this Master Agreement.
- 18.2 Either party may be entitled to terminate the Master Agreement if they have reasonable grounds and sufficient proof to believe that the other party is guilty of corruption or any offences under the Bribery Act 2010 and all Applicable Laws.
- 18.3 You shall not and shall procure that Your employees, agents and/or subcontractors shall not:
- 18.3.1 Offer, give or agree to give any person employed by or on behalf of Us or Our Affiliate any gift of consideration of any kind as an inducement or reward for doing or have done or not doing an act in relation to the performance of the services or for showing or not showing favour of disfavoured to any person in relation to the performance of the services;
- 18.3.2 Enter into this Master Agreement or any other contract with Us in connection with which commission has been paid or agreed to be paid by it or on behalf or to its knowledge unless, before such contract is entered into, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof are disclosed; or
- 18.3.3 Contravene with any laws or regulations, including without limitation to Bribery Act 2010.
- 19. VARIATION**
- 19.1 This Master Agreement may not be varied except by an agreement in writing expressed to vary the Master Agreement signed by duly authorised representatives of the parties.
- 20. WAIVER**
- 20.1 No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 21. INVALIDITY**
- 21.1 If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 22. NON-SOLICITATION AND EMPLOYEES**
- 22.1 During the Term of this Master Agreement and for a period of one year following its expiry or termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.
- 22.2 If either party hires an employee of the other party in breach of Clause 22.1, the hiring party shall pay to the other party an amount equal to six (6) months of the full value of the salary that the employee was receiving at the time of their resignation. The parties agree that this is a genuine estimate of the loss that would result from a breach of this clause.
- 22.3 You agree to indemnify Us and keep Us indemnified against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by Us arising out of or connected with the transfer or alleged transfer of the employment or engagement

of any employee of Yours or a contractor to You pursuant to the Employment Regulations or otherwise.

23. ENTIRE AGREEMENT

23.1 The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Master Agreement will be binding unless in writing and includes a signature by an authorised representative of each party. All pre-printed or standard customer purchase orders or other business processing document shall have no effect.

24. ASSIGNMENT

24.1 This Master Agreement is personal to the parties. Neither party shall assign, novate, or otherwise dispose of this Master Agreement, except as permitted by this Clause without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24.2 Both You and We (each an "Assignor") shall be entitled to assign, novate, sub-contract or otherwise dispose of its rights and obligations under this Master Agreement without the consent of the other party to any of that Assignor's Group Companies provided that the Assignor can provide sufficient evidence to reasonably establish on the balance of probabilities that such Group Company is of sufficient financial standing so as to be able to honour its payment and other financial obligations under this Master Agreement.

25. RELATIONSHIP OF THE PARTIES

25.1 The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

26. THIRD PARTY RIGHTS

26.1 The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of the parties to the Master Agreement, from applying to the Master Agreement to the maximum extent permitted by law. No term of the Master Agreement is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in the Master Agreement.

27. NOTICES

27.1 Any notice required to be given pursuant to this Master Agreement shall unless otherwise stated in it, be in writing, sent to the other party marked for the attention of the person at the address specified on the Order Form (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause). For the purpose of notices to be given by Us in writing, the expression "writing" or "written" shall be deemed to include email communications or facsimile transmissions. A correctly addressed notice sent by first-class post shall be deemed to have been delivered seventy two (72) hours after posting, correctly directed faxes shall be deemed to have been received instantaneously on transmission, and correctly addressed emails shall be deemed to have been delivered 24 hours after sending.

28. DISPUTE RESOLUTION

28.1 If a complaint or dispute (a "Dispute") arises in connection with this Master Agreement, then, without prejudice to either party's other rights and remedies, We and You shall operate Our dispute resolution procedures.

29. COUNTERPARTS

29.1 This Master Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument which shall only be deemed executed when counterparts executed by both parties are delivered.

30. APPLICABLE LAW AND JURISDICTION

30.1 The construction, performance and validity of this Master Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Master Agreement.

31. ORDER OF PRECEDENCE

31.1 To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Order Form, the provisions of the Order Form shall control unless the Order Form expressly states the intent for this Master Agreement to supersede a specific portion of the Order Form. To the extent any provision of this Master Agreement or Order Form conflict with the provisions of a Third Party Software terms and conditions, the Third Party Software terms and conditions will take precedence but only in respect of the relevant Third Party Software. Customer purchase orders or other business processing document shall have no effect.

END OF MASTER AGREEMENT