Master Services Agreement ("**MSA or Agreement**")

BACKGROUND:

(A)   Cisilion is an IT reseller and Goods and Services provider, providing these to private and public organisations.

(B)   Under this Agreement, the Client (or any Client Affiliate in accordance with clause 2 below) may purchase Goods and/or Services via an Order.

(C)   Cisilion has agreed to provide, and the Client has agreed to take and pay for, the Goods and/or Services, subject to the terms and conditions of this Agreement.

(D)   Multiple Orders may be incorporated under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree to be bound to the terms of this Agreement as of the date of the last signature of the first Order entered into between the Parties, the "Effective Date".

1.   DEFINITIONS USED IN THIS AGREEMENT

"**Affiliate(s)**" means in relation to each of the Parties, any company which is a subsidiary or holding company of that Party or a subsidiary of such holding company (as such terms are defined by Section 1159 of the Companies Act 2006) or any company which is from time to time under the common control of that Party;

"**Affiliate Addendum**" means the document entered into between Cisilion and the Client Affiliate that enables the Client Affiliate to purchase Goods and/or Services from Cisilion under the terms and conditions of this Agreement (to be provided upon request and subject to Cisilion's approval);

"**Agreement**" means this Master Services Agreement and any Schedules and Appendices, together with any Orders;

"**Applicable Data Protection Laws**" means

- To the extent the UK data protection legislation applies, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

- To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Cisilion is subject, which relates to the protection of personal data.

"**Applicable Laws**" means all applicable laws, statutes, and regulations in England and Wales from time to time in force which relate to the business of the applicable Party.

"**Business Data**" means the following details about a relevant Client contact: name, email address, phone number, and delivery address;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England;

"**Charge(s)**" means the amounts payable by the Client to Cisilion as detailed in the respective Order;

"**Cisilion**" means Cisilion Limited, a company incorporated under English law (company number 03902228) whose registered office is at Cisilion House, Guildford Road, Leatherhead, Surrey, KT22 9UT;

"**Client**" means the Client as identified in the Order or any applicable Credit Application Form (CAF) as may be applicable;

"**Client Personal Data**": means any personal data which Cisilion processes in connection with this Agreement, in the capacity of a processor on behalf of the Client.

"**Commencement Date**" means the date the Services begin to be delivered as detailed in any Order;

"**Confidential Information**" means any and all information of a business, financial or technical nature, disclosed to the other Party by or on behalf of the other Party, disclosed before or after the date of this Agreement, which, for the avoidance of doubt, includes IPR and Software, whether such information is marked as confidential or otherwise;

"**Default**" means a breach by either Party of its material contractual obligations as set out in this Agreement;

"Deliverables" means all documents, products and materials developed by Cisilion or its agents, subcontractors or consultants in relation to the Professional Services in any form, including computer programs, data, reports and specifications (including drafts);

"End User Licence Agreement" / "EULA" means the legal contract entered into between the Client and the original equipment manufacturer and/or a third-party software supplier, including but not limited to the Microsoft customer agreement, as applicable;

"Existing Equipment" means the Client's network devices and any computer or communications equipment not supplied by Cisilion;

"**Exit Assistance"** means all assistance by Cisilion in off boarding the Client at termination or expiration, which shall be chargeable at Cisilion's then current rate unless otherwise agreed in writing;

"**EU GDPR**" means the General Data Protection Regulation (EU) 2016/679;

"**Force Majeure Event**" means any event caused beyond a Party's reasonable control;

"**Good Industry Practice**" means the standards which would reasonably and ordinarily be expected from a skilled and experienced provider of the same or similar Services under the same or similar circumstances;

"Goods" means those products being purchased by the Client under this Agreement as detailed in an Order or as otherwise agreed in writing between the Parties;

"IPR" means intellectual property rights (whether registered or unregistered), including copyright, database rights, trademarks, design rights, patents, moral rights, domain names, database rights and/or know how;

"Maintenance Services" means the break-fix services, as described in the relevant Schedule under which Cisilion will repair or replace any Existing Equipment and/or Goods which are faulty;

"Managed Service Documentation" means the documentation, including the following, which are separately titled: master service description; major service description; minor service description; managed service proposal and/or managed service addendum, or any others provided to the Client as part of the managed service documentation;

"Managed Services" means services to support specified Existing Equipment and/or Goods and/or Client managed service processes (including use of subcontractors if appropriate) as set out in the Order. Managed Services may include credit support, support services, management services, monitoring, use of Subcontractor tools, or any combination of these. As further described in the relevant Schedule;

"OEM" means original equipment manufacturer;

"Order" means the Client's order for the supply of Goods and/or Services as set out in the Client's purchase order, or the Customer's written acceptance of any Cisilion quotation or any statement of work or as otherwise agreed in writing between the Parties.

"Order Term" means the term of the respective Services as detailed in the Order;

"**Party**" or "**Parties**" means either party or together, the parties to this Agreement;

"**Personal Data"** means as set out in the Data Protection Act 2018;

"Personnel" means Cisilion employees, former employees, contractors, former contractors etc.

"Personnel's Annual Salary" means all financial compensation paid or payable to the Personnel on an annual basis, including base pay, commissions, bonuses, and other monetary benefits;

"**Professional Services**" means consultancy, installation, and any other professional services provided by Cisilion as described in an Order;

"**Requested Delivery Date**" means the date on which the Client has requested the Services be delivered by;

"**Requested Performance Date**" means the milestone date(s) which the Client has requested the Professional Services to be delivered;

"**Schedules**" means any schedule which details the terms applicable to the Goods and/or Service to be delivered or provided by Cisilion, found here https://www.cisilion.com/456368482318-2/;

"Services" means any combination of (i) Professional Services, (ii) the provision of Goods; (iii) the installation of Goods, (iv) the provision of a Managed Service, (v) the provision of Maintenance Services, (v) Subscription Services, or (vi) any other service that Cisilion might provide to the Client from time to time which is listed in an Order;

"Site(s)" means the Client's physical premises at which the equipment is located and/or where Goods and/or Services are to be delivered;

"Software" means any computer or communications software or application which may be licensed or perpetual and available in the cloud or hosted on-premises or on any other media;

"**Statement of Works"** means Cisilion's documentation setting out the Professional Services to be delivered as agreed between the parties in writing;

"Subscription Service" means a service that provides clients with on-demand access to Software and/or cloud infrastructure for a periodic Charge;

"Termination Fee" means a fee equal to the outstanding balance of any live or committed Orders and/or Services and/or Goods minus the Charge(s) already paid to Cisilion;

"**Third Party Suppliers**" means vendors of Goods and/or Services with whom Cisilion has a business relationship. Third Party Suppliers are independent contractors and shall not be deemed in any way to be connected with Cisilion;

"Third Party Services" means any services, goods, code or software programs written or provided by Third Party Suppliers which are used by the Client during the provision of the Services;

"**Third Party Terms**" means any terms and conditions, including any licence agreements or EULAs (including but not limited to Microsoft and Cisco licences) entered into by Cisilion or Client relating to Third Party Goods or Services;

"**UK GDPR**" means the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018; and

"Variation " means a document which is sent by Cisilion to the Client to vary the terms of this Agreement, and when signed, forms part of the terms of this Agreement.

1.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 The Schedules, where they apply to the Services identified in an Order, form part of (and are incorporated into) this Agreement.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.5 In the event of any conflict or inconsistency between the clauses of this Agreement, the Schedules, any Variation (as defined above) and an Order, the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency: i) a Variation; ii) EULA or Third Party Terms, (iii) the Schedules, (iv) the clauses in this Agreement, v) Order unless such Order specifically states that a term in the Order takes precedent over this Agreement. For the avoidance of doubt, this Agreement shall take precedence over any Client terms, including those provided on a Client PO or other Client document.

2 SCOPE

2.1 This Agreement specifies the terms and conditions under which the Client and/or its Affiliates may purchase Goods and/or Services from Cisilion.

2.2 The Order will list the Goods and/or Services to be purchased by the Client and provided by Cisilion in accordance with the terms of this Agreement and any applicable Schedule(s).

2.3 In the event that a Client Affiliate wishes to purchase Goods and/or Services under this Agreement, the Client Affiliate must enter into an Affiliate Addendum (available upon request) and shall be subject to passing Cisilion's due diligence, including but not limited to a credit check.

2.4 Each Affiliate Addendum shall contain a reference to this Agreement, and for the purposes of interpreting the Affiliate Addendum, the term 'Party' shall be construed as meaning either Cisilion or the Client Affiliate, as applicable and the term 'Parties' shall be construed to mean Cisilion and the respective Client Affiliate.

2.5 The Client Affiliate is not permitted to request changes to the terms of this Agreement.

2.6 The Client Affiliate signing the Affiliate Addendum will be solely responsible for its obligations under its Affiliate Addendum, and there will be no joint and several liabilities between the Client and the Client Affiliate.

3 AGREEMENT TERM

3.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect unless or until terminated in accordance with the provisions of this Agreement.

3.2 Each Order shall commence on the Commencement Date stated within it and shall continue in full force and effect for its duration unless or until terminated earlier in accordance with the provisions of this Agreement or the Order as applicable.

3.3 To provide the Client with uninterrupted service, Cisilion may automatically renew any Managed Services, Subscription Services and/or Maintenance Services or any other Service where the Order includes a renewal period. The Agreement will renew for such renewal period detailed on the Order unless the Client notifies Cisilion in writing at least ninety (90) days before the end of the then current term of the Client's intention not to renew.

4 ORDERS

4.1 Orders for Goods shall be submitted by the Client in writing and the Client shall provide Cisilion with;

(a) in all cases, the Client's Requested Delivery Date, delivery address, including any relevant delivery location information; and

(b) in all cases, confirmation of the Client contact information (contact name, contact phone number, contact email address) at the delivery location; and

(c) any special delivery instructions such as location within the delivery address (in the event of any additional reasonable costs incurred by Cisilion due to a failure to give the special delivery instructions, the Client shall reimburse Cisilion for those costs); and

(d) any further information reasonably required by Cisilion to enable Cisilion to provide the Goods and/or Services.

4.2 Orders for Services shall be submitted by the Client in writing and shall specify: a) Requested Performance Dates; and b) any further information reasonably required by Cisilion.

4.3 Cisilion reserves the right to amend any Order if required by any applicable statutory or regulatory body or to ensure compliance with any law and/or regulation.

4.4 An Order shall only form a binding contract under this Agreement when accepted in writing by Cisilion or when Cisilion performs any of its obligations under the Order, whichever is the sooner.

4.5 This Agreement shall (i) be in substitution for any prior oral or other prior arrangements between Cisilion and the Client in connection with the purchase of the relevant Services; and (ii) prevail over any of the Client's terms or conditions contained in, or referenced in, any order confirmation or other acknowledgement, quotation, purchase order(s), delivery note, invoice or similar document or implied by law, trade custom or practice.

5 CHARGES AND PAYMENT TERMS

5.1 All invoices are payable by the Client within 30 days of the date of invoice.

5.2 All Charges stated are exclusive of all local sales taxes, which shall be additionally payable at the rate and in the manner prescribed by law.

5.3 The Charges will include (where applicable) Cisilion's reasonable expenses incurred, including travel costs for Professional Services. Where Professional Services are provided to sites outside of the M25, Cisilion reserves the right to charge the Client for Cisilion's reasonable travel costs.

5.4 The Charges exclude the cost of any materials and the cost of services provided by third parties for the Professional Services. Cisilion shall be entitled to charge the Client for any reasonably incurred expenses, materials or services with the Client's prior written approval.

5.5 Cisilion shall be entitled, in addition to its other rights and remedies, to charge interest on any late payments (where invoices are not properly disputed) at the maximum rate permitted by law and/or suspend performance of its duties under this Agreement or under the relevant Order until payment has been made in full.

5.6 The Client must notify Cisilion within 7 (seven) days of the date of any invoice if any of the amounts on the invoice are in dispute, and any such dispute shall be dealt with by the Parties in accordance with clause 18.

5.7 Cisilion may change credit or payment terms for any unfilled Orders if, in Cisilion's reasonable opinion, the Client´s financial condition, previous payment record, or relationship with Cisilion merits such change.

5.8 Cisilion may adjust the Charges at any time where price changes are forced on Cisilion by regulatory authorities or suppliers. In such instances, Cisilion will only increase the Charges by the amount imposed on it.

5.9 Cisilion may increase the Charges with effect from the end of each Order Term.

5.10 Where Cisilion agrees to delay the start date for any Services, following the Client's written request, or the start date is not met as a result of the Client's delay or failure to fulfil its obligations under the Agreement; the Charges for that Service shall be payable from the original start date (and not the delayed date), unless otherwise agreed in writing by the Parties. Nothing in this clause shall oblige Cisilion to agree to any delayed handover of the Service(s), and without prejudice to any other remedies available, Cisilion shall be entitled to recover any losses suffered for any delay and/or cancellation of the Services by the Client.

6 SUPPLY OF GOODS

6.1 Any samples, drawings, descriptive matter (other than specified Schedules) or advertising produced by Cisilion and any descriptions or illustrations contained in Cisilion's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or have any contractual force.

6.2 Where Cisilion resells Goods to the Client on behalf of Third Party Suppliers, these are provided subject to the Third Party Supplier's applicable terms and returns policy, which shall constitute an agreement between Client and the Third Party Supplier only and in accordance with the Goods Schedule.

6.3 Cisilion's supply of Goods shall be subject to Cisilion's Goods Schedule. A copy of which can be found here: https://www.cisilion.com/456368482318-2/.

7 SUPPLY OF SOFTWARE AND SUBSCRIPTION SERVICES

7.1 Where Cisilion acts as a reseller for Subscription Services, such Subscription Services are provided to the Client subject to the Third Party Supplier's applicable terms, including, where relevant, a EULA, which shall constitute an agreement between Client and the Third Party Supplier directly. For the avoidance of doubt, Cisilion is not a party to the EULA.

7.2 Where Cisilion acts as a sub-licensor (and the Client does not enter into the Third Party Terms directly) for the Subscription Services offered, such Subscription Services are provided to the Client subject to the terms provided by Cisilion.

7.3 In the event the Client does not accept the terms of any EULA, Cisilion reserves the right to suspend the provision of the Subscription Services and any related Services until such time as the Client enters into any relevant EULA.

7.4 Cisilion shall procure any Software required by the Client, and agreed to by Cisilion in an Order, from a Third-Party Supplier to ensure provision of the Services. Cisilion expressly excludes any warranty to the Client that the Third-Party Suppliers' Software supplied or licensed under this Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the marketing, sales or other associated documentation.

7.5 The Client acknowledges that it is responsible for ensuring that the Client's Existing Equipment and relevant operating software is compatible with the Third-Party Supplier's Subscription Service, and Cisilion gives no warranty in relation thereto.

7.6 Where the Client is purchasing Microsoft services it shall enter into the Microsoft customer agreement, which is a direct agreement between the Client and Microsoft, or a Microsoft affiliate, and is a condition of the Cloud Solution Provider Program that the Client enters into this agreement, the terms of which are found at https://www.microsoft.com/licensing/docs/customeragreement and which may be updated from time to time any such updates shall continue to form part of such agreement. Client shall ensure that it meets and observes its responsibilities thereunder.

7.7 Where the Client is purchasing Cisco services, the Client agrees and acknowledges the terms of the Cisco End User License Agreement as more fully set out here› https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf as amended from time to time, and shall ensure that it meets and observes its responsibilities thereunder.

7.8 The Client shall remain liable for any and all payments owed to Cisilion throughout this Agreement and until the end of the respective licence terms for such Third Party Services, notwithstanding termination of the Agreement or applicable Order ("Licence Fees").

7.9 Where the Client purchases Consumption Services or NCE Services, the Client shall be subject to the relevant Schedule, which can be found here: https://www.cisilion.com/456368482318-2/.

7.10 It is a condition of this Agreement that the Client shall accept the relevant Third Party Terms issued by the Third Party Supplier where the Client must directly contract with that Third Party Supplier as so prescribed by the relevant Third Party Supplier. In the event the Client does not enter into or accept the terms of such Third Party Terms (whether directly contracted with Cisilion or the relevant Third Party Supplier), Cisilion reserves the right to suspend the provision of the Services until such time as the Client accepts such Third Party Terms, and where such Services are reliant upon the acceptance of such Third Party Terms Supplier shall not be required to perform such Services.

7.11 The Client shall indemnify Cisilion against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Cisilion in connection with any claim made against Cisilion by a Third Party for actual or alleged breach of such Third Party Terms by the Client.

8 MAINTENANCE

8.1 Any Maintenance Service identified in the Order shall be provided to the Client in accordance with the terms of this Agreement and the Maintenance Service Schedule. A copy can be found here: https://www.cisilion.com/456368482318-2/.

8.2 Unless otherwise agreed by Cisilion in writing, payment for the Maintenance Services shall be in advance and in full at the beginning of the Order Term as stated on the agreed Order.

9 MANAGED SERVICES

9.1 Any Managed Services identified in the Order shall be provided to the Client in accordance with the Managed Service Schedule and any supporting documentation, which shall state the products and sites in scope of the Managed Services. A copy of which can be found here: https://www.cisilion.com/456368482318-2/.

10 SUPPLY OF PROFESSIONAL SERVICES

10.1 Cisilion shall use reasonable endeavours to perform the Professional Services as identified in the Order using reasonable care, skill and suitably qualified personnel, in accordance with Good Industry Practice and in accordance with the Professional Service Schedule. A copy of which can be found here: https://www.cisilion.com/456368482318-2/.

11 FLOWDOWN TERMS

11.1 The Client understands that Cisilion is a reseller of Third-Party Goods and Services, and warrants that they shall:

a)   be a bona fide licensed user of, and comply with the terms of the applicable licences for, all Third-Party Supplier Software used in the provision of the Services;

b)   co-operate fully with Cisilion and/or all relevant Third-Party in all matters relating to the Services as reasonably requested by Cisilion;

c) provide such access to the Client's systems, software and platforms as may reasonably be requested by Cisilion;

d) in respect of any funded services, sign and deliver the Proof of Execution (POE) or any other documentation which is required, on the last day of scheduled work;

e) maintain continuous global admin access to any Client's relevant cloud services portals for the duration of the Agreement; and

f) allow Cisilion to publicise the work Cisilion undertakes under the Agreement for the Client, including but not limited to case studies.

12 CISILION OBLIGATIONS

12.1 Cisilion shall:

(a) carry out the Services with reasonable skill and care and expertise and in accordance with Good Industry Practice and shall ensure that all Cisilion Personnel providing the Services have all the necessary and recommended qualifications, accreditations, training and registrations to provide the Services;

(b) use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Sites, provided such information has been communicated to it in writing at least one week before commencement of the relevant services; and

(c) comply with Applicable Laws.

13 CLIENT OBLIGATIONS

13.1 The Client shall;

(a) in a timely manner, provide any information and assistance as is reasonably required by Cisilion and/or it's Personnel, its agents, subcontractors and consultants, at no charge, to enable it to perform its obligations including, access to the Client's Sites, information, documentation, secure data remote access, systems, software, platforms hardware interface and access authorisation to enable remote diagnosis and other facilities as reasonably required;

(b) provide Cisilion with access to the Client's production computer system via a secure broadband link operating at the industry accepted bandwidth for the purposes of remote diagnostics, should such capability be required;

(c) meet any prerequisites and dependencies detailed in the relevant Order;

(d) be responsible for ensuring that it enters into and maintains any EULA directly with any software developer and/or OEM and using the Third-Party Supplier Software correctly in accordance with its operating instructions;

(e) provide Cisilion with written copies of all relevant policies that the Client requires Cisilion to comply with at any of the Client's premises;

(f) use all reasonable endeavours to follow the reasonable instructions of Cisilion's support personnel with respect to the resolution of defects;

(g) gather all relevant information before requesting assistance in respect of any defects, including a detailed defect description, and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a defect should be included, such as network configuration details;

(h) notify Cisilion promptly of any problems with the Third-Party Supplier Software;

(i) keep secure from third parties any passwords and multi-factor authentication details issued and/or used by the Client;

(j) fully virus-check all data supplied to Cisilion pursuant to the Agreement;

(k) provide reasonable notice of intention to change applicable supported equipment or Client operating environment or systems, or data-feeds that will directly impact the Services;

(l) carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, Cisilion may adjust any timetable, Performance Dates or delivery schedule set out in the Agreement as reasonably necessary;

(m) provide all information, documentation and materials and make available all resources as reasonably requested by Cisilion in the execution of its obligations under the Agreement;

(n) provide appropriate hardware interface, software and access authorisation to enable remote diagnosis, should such capability be required;

(o) agree that if, in the course of performing the Services, it is reasonably necessary for Cisilion's performance of its obligations under an Order for Cisilion to access or use any equipment, software or data of the Client (or which is in the possession of the Client) then it shall where it is able to do so grant to Cisilion a non-exclusive, royalty free, terminable licence to use the same solely for the purpose of delivering the Professional Services only for as long as is strictly necessary to deliver such Professional Services; and

(p) accept and agree that any Goods and/or Services shall be used for its internal purposes only and not for further commercialisation;

(q) Acknowledge and agree that, except as expressly provided for in this Agreement, the Client assumes sole responsibility for:

i) procuring all network connections and telecommunications links with the Client's systems as is necessary for the Parties to perform their obligations under this Agreement; and

ii) all problems, conditions, delays, delivery failures (including any of those concerning transfer of data) and all other loss or damage arising from or relating to the Client's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet.

13.2 The Client acknowledges that all back-ups shall be the sole responsibility of the Client unless otherwise expressly agreed to by Cisilion in writing and set out as a service within the relevant Order.

14 DATA PROTECTION

14.1 Cisilion shall promptly notify the Client in writing of any loss or damage to Client Personal Data. In the event of any loss or damage to Client Personal Data caused by Cisilion, Cisilion shall use commercially reasonable endeavours to restore the lost or damaged Client Personal Data from the latest backup of such Client Personal Data. Cisilion shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Personal Data caused by any third party.

14.2 For the purposes of this Clause 14, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Applicable Data Protection Laws.

14.3 Both Parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.

14.4 The Parties have determined that, for the purposes of Applicable Data Protection Laws, Cisilion shall process the personal data set out in the applicable Order, as a processor on behalf of the Client.

14.5 Without prejudice to the generality of Clause 14.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to Cisilion for the duration and purposes of this Agreement.

14.6 In relation to the Client Personal Data, the applicable Order sets out the scope, nature and purpose of processing by Cisilion, the duration of the processing and the types of personal data and categories of data subject.

14.7 Without prejudice to the generality of Clause 14.3 Cisilion shall, in relation to Client Personal Data:

(a) Process that Client Personal Data only on the documented instructions of the Client, which shall be to process that Client Personal Data for the purposes set out in the applicable Order, unless Cisilion is required by Applicable Laws to otherwise process that Client Personal Data. Where Cisilion is relying on Applicable Laws as the basis for processing Client Personal Data, Cisilion shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Cisilion from so notifying the Client on important grounds of public interest. Cisilion shall inform the Client if, in the opinion of Cisilion, the instructions of the Client infringe Applicable Data Protection Laws;

(b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and to protect against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that any personnel engaged and authorised by Cisilion to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

(d) assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Cisilion), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;

(f) at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless Cisilion is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this Clause 14.7(f) Client Personal Data shall be considered deleted where it is put beyond further use by Cisilion; and

(g) maintain records to demonstrate its compliance with this Clause 14 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

14.8 The Client hereby provides its prior, general authorisation for Cisilion to:

(a) appoint processors to process the Client Personal Data, provided that Cisilion:

(b) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Cisilion in this Clause 14;

(c) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Cisilion;

(d) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Cisilion's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Cisilion for any losses, damages, costs (including legal fees) and expenses suffered by Cisilion in accommodating the objection; and

(e) only transfer Client Personal Data outside of the UK as required for the Purpose, provided that Cisilion shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Cisilion, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK data protection legislation applies to the transfer).

14.9 Cisilion's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract insofar as it relates to the obligations set out in this Clause 14 or Applicable Data Protection Laws shall be limited to the amount set out in Clause 15.2.

14.10 To the extent that Cisilion cannot comply with a change to the Client's instructions when processing Client Personal Data without incurring material additional costs:

14.11 Cisilion shall: (i) immediately inform the Client, giving full details of the problem; and (ii) cease all processing of the affected data (other than securely storing those data) until revised instructions are received;

14.12 any changes in the Client's instructions that affect the pricing structure or commercial relationship between the Parties should go through an appropriate Change Control (as set out in Clause 25).

15 LIMITATION OF LIABILITY AND INDEMNITY

15.1 Nothing in the Agreement excludes or limits either Party's liability for:

a) death or personal injury caused by negligence;

b) fraud or fraudulent misrepresentation; or

c) any other liability which cannot lawfully be excluded or limited.

15.2 The Parties' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with:

(a) the supply of Goods which shall be limited to the replacement value of the affected Goods; and

(b) the performance or contemplated performance of this Agreement, other than in relation to the supply of Goods, shall be limited to one hundred and twenty five percent (125%) of the Charges paid for the Services during the twelve (12) months preceding the date on which the claim arose.

15.3 Except as expressly and specifically provided in this Agreement and subject to Clause 15.1 neither Party shall have any liability for any losses or damages which may be suffered by the other Party (or any person claiming under or through that Party), which fall within any of the following categories:

(a) loss of profits;

(b) loss of anticipated savings;

(c) loss of business opportunity;

(d) loss of goodwill and reputation;

(e) loss of, damage to or corruption of data; and/or

(f) indirect or consequential loss.

15.4 Notwithstanding clause, 15.1Cisilion's liability for breach of its obligations under clause 14 Data Protection shall be limited to £500,000 in the aggregate.

15.5 The Client shall indemnify Cisilion and keep Cisilion indemnified against (including by paying external attorneys' fees and costs and expenses of defence) any liability incurred by Cisilion in respect of:

(a) death or personal injury or damage to employees or staff of Cisilion;

(b) damage to Cisilion property;

(c) all losses suffered or incurred by Cisilion arising out of or in connection with cancellation or rescheduling of any Order;

(d) all losses suffered or incurred by Cisilion arising out of or in connection with any claim made against Cisilion for actual, alleged or threatened infringement of a third party's IPRs arising out of or in connection with the Client's use of the Goods and/or Subscription and/or Software; or

(e) a claim that arises out of or is connected with any default or breach or alleged default by the Client or any other act or omission by Client related to Services provided by Third Party Suppliers

and any direct costs, claims, demands and expenses awarded against Cisilion by a court of competent jurisdiction in connection with that liability, except to the extent the liability arises as a result of the action or omission of Cisilion.

15.6 Any device, item or any Third Party Software purchased or provided by Cisilion shall be subject to the OEM's warranty only, and Cisilion shall not provide any additional warranty unless otherwise agreed expressly between the parties in writing.

15.7 Except as expressly and specifically provided in this Agreement:

(a) the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Cisilion shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cisilion by the Client in connection with the Services, or any actions taken by Cisilion at the Client's direction; and

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

15.8 This clause 15 shall survive termination of the Agreement.

16 INTELLECTUAL PROPERTY RIGHTS

16.1 All IPR (a) owned or licensed by a Party before the Effective Date and (b) created, developed or licensed by that Party after the Effective Date independently of this Agreement, shall continue to vest in that Party and/or its licensors. All IPR developed under this Agreement shall belong to Cisilion unless otherwise specified in the Order.

16.2 The Client acknowledges and agrees that Cisilion is a goods and services reseller and therefore does not have the right to give or license any rights, titles and/or interests in a Third Party's IPR. All rights and restrictions shall be provided to the Client through the EULA entered into between the Client and the Third Party directly.

17 TERMINATION

17.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement without liability to the other immediately on giving written notice to the other Party if:

(a) the other Party commits a breach of a material obligation of this Agreement, which is irremediable or, if such breach is remediable, does not cure such breach within forty-five (45) days of written notice thereof, and the parties have escalated such breach through the Dispute Resolution process detailed in clause 18;

(b) the other Party:

(i) files a voluntary petition in bankruptcy;

(ii) makes a general assignment for the benefit of its creditors;

(iii) suffers or permits the appointment of a trustee or receiver for its business assets;

(iv) becomes subject to any proceeding under any bankruptcy or insolvency law which is not dismissed within sixty (60) days;

(v) initiates actions to wind up or liquidate its business voluntarily or otherwise, (vi) ceases doing business in the ordinary course; or

(vi) suffers, permits or initiates the occurrence of anything analogous to any of the foregoing events under the laws of any applicable jurisdiction.

17.2 Without prejudice to any other rights or remedies which the Client may have, the Client may terminate this Master Services Agreement and/or any affected Order without liability if Cisilion commits a breach of a material of an obligation of this Master Services Agreement and/or any affected Order, which is irremediable or, if such breach is remediable does not cure such breach within forty-five (45) days of written notice thereof and the parties have escalated such breach through the Dispute Resolution process detailed in clause 18.

17.3 This Master Services Agreement may be terminated for convenience by either Party giving not less than 90 (ninety) days' prior written notice to the other Party.

17.4 In the event of termination of this Master Services Agreement, any then, live Order for Goods and/or Services will continue to be fulfilled as per the terms of this Agreement, other than where Cisilion has terminated this Agreement as a result of Cisilion terminating the Agreement as per Clause 17.1(b).

17.5 Both parties may terminate any live orders for convenience by serving 90 days written notice to the other.

17.6 Should the Client elect to terminate any live Orders for convenience, the Client may do so by:

(a) giving Cisilion 90 days' notice in writing; and

(b) by paying Cisilion a Termination Fee. For clarity, this Termination Fee does not include any costs or expenses incurred by Cisilion, including but not limited to providing the Client with Exit Assistance, restocking fees, etc, unless agreed in writing between the parties.

17.7 Termination of the Agreement shall be without prejudice to any accrued rights, obligations or liabilities of either Party, existing at the date of termination, and the Parties shall fulfil the terms of any Order whose term extends beyond the termination of the Agreement except where the Agreement is terminated by Cisilion as a result of Clause 17.1(b).

17.8 On termination of this Agreement for any reason:

(a) Cisilion shall immediately cease provision of the Services; and

(b) the Client shall pay any and all invoices and sums due and payable up to and including the date of termination, including (i) all remaining amounts owing up to the end of the Order Term or any subsequent term (as applicable), including any Termination Fee due; (ii) any Licence Fees as set out under Clause 7.8; and (iii) any termination fees that Cisilion incurs from any of the Third Party Suppliers as a consequence of such early termination. Cisilion shall use reasonable endeavours to mitigate any loss, but the Client acknowledges and agrees that any Third Party Supplier fees may not be mitigated by Cisilion, and the Client shall not hold Cisilion responsible if it incurs full termination fees; and

(c) all licences granted under the Agreement will terminate immediately, except for fully-paid, fixed-term and perpetual licences. Notwithstanding the termination of any Third Party Terms, the Client remains responsible for all applicable licence fees; and

(d) for metered Services billed periodically based on usage (if applicable), the Client must immediately pay for unpaid usage as of the termination date; and

(e) each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) ("Materials") belonging to the other Party. If the Client fails to do so, then Cisilion may enter the Client's premises and take possession of Cisilion's Materials. Until Cisilion's Materials have been returned or repossessed, the Client shall be solely responsible for its safekeeping.

18 DISPUTE RESOLUTION

18.1 Any dispute which arises out of this Agreement between the Parties shall first be discussed and, if possible, resolved by the appointed representatives of each Party. If such representatives fail to resolve the dispute within fifteen (15) days, then either Party can escalate the dispute internally to Director level. In the event that the Directors are unable to resolve the dispute within a further fifteen (15) days, then either Party may refer the dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. This clause 18 shall be without prejudice to any rights of either Party to commence legal proceedings against the other.

19 FORCE MAJEURE

19.1 Neither Party shall be deemed in Default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with this Agreement due to a Force Majeure Event, except for failure to pay the Charges.

19.2 A Party affected by a Force Majeure Event shall immediately notify the other Party of its occurrence and, if possible, shall use reasonable endeavours to mitigate the effect of the Force Majeure Event.

19.3 In the event that either Party shall be prevented from material performance of its obligations hereunder as a result of a Force Majeure Event for a continuous period of more than thirty (30) 8s the other Party shall have the right to terminate this Agreement by notifying the other Party in writing, and if the Agreement is terminated by the Client pursuant to this clause.

20 CONFIDENTIALITY

20.1 Both Parties undertake to protect the Confidential Information of the other Party at all times during the term of this Agreement and for 2 years thereafter.

20.2 Each Party may disclose the other Party's Confidential Information to those of its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause; and as may be required by law, court order or any governmental or regulatory authority.

20.3 The obligations of confidentiality under this clause, shall not apply to any information or material which the recipient Party can prove a) was already known to it prior to its receipt from the disclosing Party; b) was subsequently disclosed to it lawfully by a third party who lawfully obtained the same and who was not bound by any obligation of confidence in respect thereof to the disclosing Party; c) was in the public domain at the time of receipt by the recipient or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause or breach of any obligation of confidence owed by the recipient or by any of its Affiliates; or d) was required to be disclosed by law or by the rules or directions of any court or any authority; or e) the receiving Party can demonstrate that it developed independently without reliance on Confidential Information of the other.

20.4 The recipient Party agrees that monetary damages may not be a sufficient remedy for breach of the terms of this clause and that the disclosing Party shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief or specific performance as a remedy for any such breach.

21 SUSPENSION OF SERVICE

21.1 Cisilion reserves the right to suspend all or any of the Services for the following reasons: i) to carry out maintenance necessary to conform with any applicable safety, statutory or legal order, instruction, request or requirements; ii) where, in its reasonable opinion, it suspects that the Client has breached any licence obligations; iii) where Cisilion has reason to terminate this Agreement in accordance with these terms.

21.2 Without prejudice to any other right or remedy that it may have, if the Client fails to pay an invoice (which has not been properly disputed) within fifteen (15) days of the due date, Cisilion may, without liability to the Client, suspend all or part of the Services until the undisputed payment has been made in full. If Cisilion suspends the Services in full or part, the Client continues to remain liable for all Charges during any suspension period. Cisilion may, at its sole option, choose to restore the Services during any period of delinquency; such restoration shall not be construed as a waiver of Cisilion's right to (i) receive full payment due, including any and all interest incurred or (ii) again suspend the Services at any time for non-payment of any unpaid amounts. The failure of Cisilion to restrict, suspend or terminate the Services for non-payment of any Charges shall not operate as a waiver or estoppel to restrict, suspend or terminate Services for non-payment of current or future Charges.

22 NON-SOLICITATION

22.1 During the term of this Agreement and for 12 (twelve) months thereafter, the Client shall not directly or indirectly solicit or entice away from or endeavour to solicit or entice away from Cisilion any Personnel with whom they worked during the course of this Agreement (a "Relevant Employee") or during the 12 months after termination. For the avoidance of doubt, the provisions of this clause shall not apply to the recruitment of a Relevant Employee who responds to a bona fide public advertisement for a job vacancy.

22.2 Where the Client is in breach of clause 22.1, they shall pay Cisilion a finder's fee equal to 100% of the relevant Cisilion Personnel's Annual Salary.

23 ANTI-BRIBERY

23.1 Both Parties shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

23.2 Either Party shall, upon the reasonable written request of the other Party, provide such supporting evidence of compliance with this clause as may be reasonably required.

24 INSURANCE

24.1 Each Party shall, during the term of this Agreement, maintain in force an insurance policy or policies which cover(s) the following:

(a) Employers' Liability £2,000,000 (two million pounds) in any one occurrence; and

(b) Public/Goods Liability £2,000,000 (two million pounds) in any one occurrence and in the aggregate.

24.2 Cisilion shall, during the term of this Agreement, maintain in force an insurance policy or policies which cover(s) Professional Indemnity £5,000,000 (five million pounds) in any one occurrence and in the aggregate.

24.3 Each Party shall supply evidence of such policy or policies to the other Party within 10 (ten) Business Days of a written request by the other Party.

25 CHANGE CONTROL

25.1 Either Party may request changes to an Order (in each case, a "Change Control", a copy of which is provided upon request). Any Change Control shall be made in writing using Cisilion's Change Control form (and sent to the Client Representative or Cisilion Representative (as appropriate) and shall set out the change in sufficient detail so as to enable the other Party to make a proper assessment of such change.

25.2 Where a Change Control is raised, Cisilion shall respond with a written estimate of the likely time required to implement the change, any necessary variations to the Charges (in accordance with the latest rates of Cisilion) as a result of the

change, the likely effect of the change on the Services; and any other impact of the change on the terms of this Agreement or the applicable Order. The Client shall notify Cisilion whether it accepts or reasonably rejects the Change Control within five (5) Business Days of its receipt of the Change Control form.

25.3 A Change Control shall become binding once signed by both Parties. Until such time, the Parties shall continue to perform their respective obligations under the Order without taking into account the Change Control form. Once duly signed, the Change Control form shall be deemed incorporated into the Agreement and Order, and Cisilion shall commence performance of the Change Control accordingly.

25.4 Neither Party shall be required to accept any Change Control made by the other Party and shall not be bound by the Change Control unless it has been agreed in writing as set out above.

25.5 Cisilion shall be entitled to charge the Client at Cisilion's then current rates for investigating, reporting on and, if appropriate, implementing any Change Control requested by the Client, unless otherwise agreed.

26 GENERAL

26.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the Parties hereby submit to the exclusive jurisdiction of the English courts.

26.2 Cisilion reserves the right to amend any Order if required by any applicable statutory or regulatory body.

26.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

26.4 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver of this Agreement and shall not cause a diminution of the obligations established. A waiver of any Default shall not constitute a waiver of any subsequent Default. No waiver of any of the provisions of this Agreement or shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

26.5 This Agreement is personal to each Party. Neither Party shall assign or novate or sub-contract any of its rights or obligations under this Agreement without obtaining the other's prior written consent, such consent not to be unreasonably withheld or delayed, except that Cisilion may assign this Agreement to a successor in title or interest without consent.

26.6 Notwithstanding any sub-contracting, the Client and Cisilion shall remain primarily responsible for the acts and omissions of its agents or sub-contractors as though such acts or omissions were its own.

26.7 The Client acknowledges and agrees that Cisilion does not and cannot control the flow of data to or from the Client's network and other portions of the internet. Such flow depends in part on the performance of internet services provided or controlled by third parties. Cisilion disclaims any and all liability resulting from or related to such events.

26.8 Notices given by the parties will only be effective if they are (i) in writing, (ii) delivered to the other party's address as specified in this Agreement or if sent by email, delivered to the email address stated in clause 26.9, (iii) effective upon delivery if delivered or sent by pre-paid first class on the 2nd Business Day after posting or if sent by email on the Business Day upon which it was sent subject to no failure to deliver or out of office message being received.

26.9 Any notice given hereunder shall be by post or by email;

(a) In the case of a notice to Cisilion, it shall also be sent to Cisilion's registered address, or by email to notices@cisilion.com.

26.10 Cisilion and the Client shall remain independent contractors, and nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, will make any Party the agent or employee of the other nor will it create a partnership, joint venture or employment relationship between the Parties.

26.11 The Client agrees to allow Cisilion to use its name and logo for the purpose of marketing or within Cisilion's marketing materials.

26.12 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

26.13 Except as expressly provided in this Agreement, all warranties, conditions or other terms (whether express or implied by statute or common law or otherwise) are hereby excluded to the fullest extent permitted by law.

26.14 In accordance with section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999, the Parties intend that no term of this Agreement may be enforced by a third party.

26.15 To be binding, any changes to this Agreement must be in writing and signed by or on behalf of each Party using Cisilion's Variation.

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