

## Master Services Agreement

Between **[CLIENT]** and Adaptavist UK Services Limited

Document: **[MSA-Client-DDMMYYYYY]**

**[DATE:]**  
**[Version 1]**

### Summary

This Agreement contains general clauses that govern all transactions between you and Adaptavist, with the Services to be provided set out in SOWs contained in the Schedules (as applicable).

## MASTER AGREEMENT

**1 Parties**

This Agreement is made between:

- 1.1 Adaptavist UK Services LTD (Company No. 10658755) with its registered office situated at Unit 2 Waterside, 44-48 Wharf Road, London, N1 7UX (Adaptavist/us/we); and
- 1.2 'you', the Client, whose details are set out in the Signatures Section below.

Together, the Parties will be referred to in this Agreement as the 'Parties' and each will be individually referred to as a 'Party'.

**2 Definitions**

- 2.1 Unless the context clearly indicates otherwise, the following capitalised terms used in this Agreement shall have the following meaning:

2.1.1 **Acceptance:** means the earlier of (i) all Acceptance Criteria related to the Deliverables have been met; or (ii) the signing of an Adaptavist acceptance form by the Client; or (iii) the use of the Deliverables by the Client in the normal course of business; or (iv) 5 Working Days after completion and delivery of the Deliverables to the Client, if the Client has made no complaint of defects to Adaptavist.

2.1.2 **Acceptance Criteria:** a list of criteria that will be specifically set out in an attached Schedule or Schedules that a Deliverable must comply with for Acceptance.

2.1.3 **Add-on:** software code which when installed into an Atlassian Application provides updated/enhanced functionality. This term is used synonymously with "Plugin."

2.1.4 **Agreed Specification:** if applicable, the specification for Deliverables set out in an attached Schedule, under the appropriately named Section.

2.1.5 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2.1.6 **Defect:** an error in a Deliverable that causes it to fail to operate substantially in accordance with the Acceptance Criteria.

2.1.7 **Deliverable:** means anything delivered or to be delivered under this Agreement including but not limited to any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, documentation, or other works created or supplied by Adaptavist in the course of providing the Services. This can also mean (i) Plugins or Add-ons in machine-readable object code form developed specifically for the Client by Adaptavist as a result of the Services; (ii) any scripts or other code developed by Adaptavist for the Client specifically designed to deliver the Services.

2.1.8 **Fixed Scope:** that an Agreed Specification and Acceptance Criteria will be fixed as defined in a Schedule, under the appropriately named Section.

2.1.9 **Group:** each of the Parties, their subsidiaries ('Subsidiaries'), their affiliates ('Affiliates') and any holding company ('Holding Company'), each within the definitions of the Companies Act 2006

2.1.10 **Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trademarks, trade secrets, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (defined in clause 8.5) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; and 'Background Intellectual Property Rights' will mean such Intellectual Property Rights belonging to a Party prior to the date of this Agreement.

2.1.11 **Payment Terms:** means payment terms as defined in the appropriate SOW and clause 7 of this Agreement.

2.1.12 **Personal Data:** means any information relating to an identified or identifiable natural person, such as name, an identification number, location data, an online identifier or one or more factors specific to their physical, physiological genetic, mental, economic, cultural or social identity.

2.1.13 **Plugin:** software code which when installed into an Atlassian Application provides updated/enhanced functionality. This term used synonymously with "add-on"

2.1.14 **Services:** the services provided to you as described in the Schedules.

2.1.15 **Staff:** means all persons employed by either Party, as the context permits, to perform its obligations under this Agreement together with, without limitation, that Party's employees, employees of Party affiliates, directors, representatives, officers, partners, agents, suppliers, subcontractors and contractors used in the performance of its obligations under this Agreement.

2.1.16 **System:** the Client's hardware, software and network environment

2.1.17 **Support Portal:** [<http://tracker.adaptavist.com>]

2.1.18 **Time and Materials:** means Adaptavist will invoice for a defined period of time that it spends providing Services for the Client, in addition to any additional materials required.

2.1.19 **Vendor:** A third party supplier or services, software, hardware, or any other product that can be acquired via Adaptavist Licensing Services and resold to the Client.

2.1.20 **Website:** the website located at [www.adaptavist.com](http://www.adaptavist.com)

2.1.21 **Working Day:** means eight hours of consultancy time.

2.2 In the context of this Agreement, the following rules apply:

2.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.2 A reference to a Party includes its personal representatives, successors or permitted assigns;

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

2.2.4 A reference to a particular law is a reference to it as it is in force as of the effective date of the Agreement, taking account of any amendment, extension, or re-enactment, and including any subordinate legislation made under it as of the effective date of the Agreement.

2.2.5 A reference to one gender includes a reference to the other gender.

2.2.6 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

2.2.7 Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and

2.2.8 A reference to writing or written includes faxes and e-mails, and hardcopy deliveries to the addresses of the Parties specified in this Agreement.

### **3 Provision of Services**

- 3.1 Adaptavist will provide you with the Services in a professional manner and in accordance with the industry standards that are applicable to the Services. Adaptavist will provide the Services described in the attached Schedules.
- 3.2 Adaptavist will co-operate with you in all matters relating to the Services and comply with all reasonable instructions of yours within the scope of the Agreement.

### **4 Regarding Outsourcing**

- 4.1 Except where detailed under the terms of an applicable SOW, if Adaptavist needs to outsource work to a third party outside of Staff, Adaptavist will get your permission to do so first. Adaptavist will ensure that any third party contracted by Adaptavist in connection with this Agreement will respect your Intellectual Property Rights and Confidentiality as described in clause 8 below and that, if requested, they will sign an agreement containing such obligations that are no less onerous than the obligations contained in this Agreement. Adaptavist will remain accountable for the delivery of Services.

### **5 Insurance**

Adaptavist will maintain a relevant insurance policy. A copy of our insurance certificate and additional information on our insurance cover is available on request.

### **6 Your Responsibilities**

- 6.1 From time to time we may make requests for you to perform certain reasonable and necessary actions to allow us to carry out our responsibilities in accordance with this Agreement. We may also ask you to refrain from action that makes it difficult or impossible for us to carry out our responsibilities in accordance with this Agreement. These forms of requests are referred to as "Requests." Prior to the execution of any Services, Adaptavist can submit a list of assumptions, in the applicable SOW, to be agreed by the Parties, which shall detail Requests necessary to carry out Adaptavist's responsibilities in accordance with this Agreement. Adaptavist will also notify the Client of additional Requests if they arise during the course of work.

- 6.2 In the event that you do not respond to any such Request we make within five working days of the request, and give us any reasonable information or permission or take any action that is needed, or if you are unable to meet any of these Requests for any reason (other than for any reason directly arising from an action or inaction by Adaptavist) so that we can carry out our responsibilities related to such Requests, then you accept that the provision of Services in a timely manner by us may be adversely affected. Therefore, we will not be liable for any adverse effects or consequences directly or indirectly arising out of such circumstances.

#### Working at your Premises

- 6.3 If you require us to work at your premises, you must provide suitable office space and resources for our Staff or others working on our behalf. Upon request, we will provide the names of our Staff prior to attending your premises and will comply with any reasonable security provisions, health and safety compliance or checks that you require from time to time.

#### Use of Services

- 6.4 From time to time we may advise you about action or inaction that we recommend should be taken in connection with the Services we perform.
- 6.5 For the avoidance of doubt, we will not be liable for any adverse effects or consequences directly or indirectly arising out of any action or inaction taken by you that impairs in any way the Services from working properly (other than for any reason directly arising from the Services performed by us) or which is contrary to the advice we or any other licensor gives you under clause 6.4 above.

#### Back-Ups

- 6.6 If you host the software on your own servers, you are responsible for making and storing regular backups of your software, settings and information, unless otherwise specifically agreed in an attached Schedule.
- 6.7 For the avoidance of doubt, we are not responsible for taking backups of your Systems and we will not be liable for any adverse effects or consequences directly or indirectly arising out of any failure by you to undertake such backups.

#### Changes to the Software

- 6.8 From time to time if you make any changes to any part of your Systems (hardware, configurations and/or software, without limitation), then we require you advise us about such changes beforehand if they are relevant to the Services, so that we are not prevented in any way from providing the Services in accordance with the terms of this Agreement.
- 6.9 For the avoidance of doubt, in the event that you make such changes without our advice in advance of such changes then we are not responsible for such changes and we expressly exclude any liability arising directly or indirectly from such changes or from our inability to perform the Services arising from such changes.

#### Passwords

- 6.10 You must at all times keep the username and password you use, to access our Website, Support Portal and our other online services, secure. You must notify us as soon as possible if you become aware of any unauthorised access to our Website, Support Portal and our other online services, or to your Systems and/or server.
- 6.11 For the avoidance of doubt, we will not be responsible for any failure by you to keep the username and password you use to access your software and server secure. Under this clause, once we are informed about the breach of security of such username and password, we will use reasonable efforts to provide you with new access details and prevent further breach immediately and use reasonable efforts to work with you to keep the server secure.

#### End User License Agreements

- 6.12 You indemnify us from all claims, losses, expenses and/or demands arising directly or indirectly from us accepting any 'End User License Agreement' (EULA) relating to software that you authorize us to install or upgrade on your behalf.

## 7 Payment for Services and Invoicing

- 7.1 You must pay all invoices in accordance with the Payment Terms set out in the schedules, considering any Milestones described in the schedules, or in the absence of such Payment Terms, thirty (30) days from the date of receipt of the invoice and payment must be made in the same currency as shown on the invoice.
- 7.2 Payments must be made in full without deduction, set-off or tax withholding within 30 days of the date of invoice.
- 7.3 Payments must be made by bank transfer, credit card or debit card to the relevant details set out on our invoices.
- 7.4 You must agree to pay us the amount of any taxes that arise directly from this Agreement, including VAT.
- 7.5 If you do not pay in full within the Payment terms (or within 30 days should Payment Terms not be explicitly defined), the outstanding amount due will be subject to the Late Payment of Commercial Debts (Interest) Act 1998. You will pay the interest together with the overdue amount. This clause 7.5 will not apply to payments that you dispute in good faith.
- 7.6 If you dispute any invoice or other statement of monies due, then you will immediately notify us in writing. Each Party will negotiate in good faith to attempt to resolve the dispute promptly. We will provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of you giving notice to us about the dispute, then the dispute will be resolved in accordance with clauses 11.2 and 11.3. Where only part of an invoice is disputed, the undisputed amount will be paid on the due date in accordance with this Agreement.
- 7.7 Fees and invoices issued to the Client by Adaptavist under this Agreement, or any associated SOW, may be issued by any entity substantially controlled or owned by Adaptavist Group Ltd and shall remain subject to the terms and conditions of this Agreement.

## 8 Intellectual Property Rights and Confidential Information

### Pre-Existing Rights

- 8.1 For the avoidance of doubt, title and ownership of all Background Intellectual Property Rights (BIPR) will remain with and belong to the Party that owned such BIPR immediately prior to the Commencement Date, unless the parties agree otherwise in writing.

### Intellectual Property Rights

- 8.2 Unless otherwise stated in an applicable SOW, all Intellectual Property Rights and all other rights in the Services referred to in this Agreement will be owned by Adaptavist. Subject to clause 8.3 below, we license all such rights to you free of charge and on a non-exclusive, worldwide basis only to such extent as is necessary to enable you to make reasonable use of the Services. If this Agreement is terminated, this license will automatically terminate unless otherwise specifically agreed in writing between both Parties. The Client will have no right to: copy; translate; reproduce; reverse engineer; decompile; disassemble; create derivative works; sell; rent; lease; transfer; assign; sub-license; make any representations; warranties or guarantees in, about or with regard to the Intellectual Property Rights in the Deliverables in whole or part.
- 8.3 You acknowledge that, where Adaptavist does not own any part of the intellectual property used in the delivery of the Services, your use of rights in Services is conditional on Adaptavist obtaining a written license (or sub-license) from the relevant licensor or licensors on such terms as will entitle us to license such rights to You. Unless agreed in writing, nothing in this clause 8.3 shall relieve Adaptavist from delivering the Services as specified in the relevant schedule and/or SOW unless agreed in writing between the Parties.

### Publicity Rights

- 8.4 You grant us the right to name you as a customer on our Website or on other promotional material. If you would prefer not to be included on our Website or on such promotional material then you may at any time, submit a written request to remove your name from such promotional material. Upon receipt of such request, we will remove any reference to you from such promotional material as soon as reasonably practical and make no further reference to you.

#### Confidentiality

- 8.5 Each Party undertakes that it will not at any time during this Agreement or after termination of this Agreement for any reason disclose to any person any confidential information disclosed to it by the other Party concerning the business or affairs of the other Party or of any member of its Group, including but not limited to information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Services (Confidential Information), except as permitted by clause 8.7.
- 8.6 Both Parties agree not to give any Confidential Information to any other person or organisation. Both Parties will also ensure that any other person or organisation who works for either Party is aware of this Confidential Information and agrees to enter into obligations of confidentiality which are no less equal to the obligations contained in this clause 8.6.
- 8.7 The following information does not have to be kept confidential:
- 8.7.1 Information that has been made public prior to the date of this Agreement and to any other agreement imputing confidentiality obligations on the Parties;
  - 8.7.2 Information that is trivial or obvious;
  - 8.7.3 Information that is needed by a government organisation, court or authority under operation of law;
  - 8.7.4 Information, which by law, must be given to someone else, for example a stock exchange;
  - 8.7.5 Information which is or becomes known publicly through no fault of the Receiving Party;
  - 8.7.6 Information learned by the Receiving Party from a third party entitled to disclose it;
  - 8.7.7 Information which is independently developed by the Receiving Party as shown by the Receiving Party's written records;
  - 8.7.8 Information which is approved for release by written authorisation of the Disclosing Party.

## 9 Term of Agreement

- 9.1 This Agreement will commence on the Commencement Date specified in Schedule 1, and will remain in full force until either:
- 9.1.1 The Finish Date, if specified in Schedule 1, is reached and no extension or renewal has been agreed. If there is no Finish Date specified, the Agreement will be ongoing for five years from the commencement date.

OR

9.1.2 A Party states it wishes to terminate the Agreement by providing formal written notification. This notification must be provided in advance of the proposed termination date by a period of time specified in the Notice Period specified in Schedule 1. Furthermore, the proposed termination date must be no earlier than the Earliest Termination Date, also specified in Schedule 1.

OR



- 9.1.3 Both Parties formally agree in writing to terminate the Agreement.
- 9.2 This Agreement may be terminated by a Party with immediate effect if:
- 9.2.1 there is a material breach of this Agreement by the other Party where details of the breach have been served in writing on the other party and such breach has not being remedied within 30 days; or
- 9.2.2 a receiver or administrative receiver or manager is appointed over or in relation to your company or the whole or any part of your undertaking assets rights or revenues or any of your directors request any person to make any such appointment; or
- 9.2.3 an encumbrancer takes possession of or a distress or execution is levied or enforced upon the whole or any part of your undertaking assets rights or revenues; or
- 9.2.4 an application is made, or a petition is presented by any person to any court for an administration order in relation to your company; or
- 9.2.5 You or your company is (or admits that it is) unable to pay its debts as they fall due or is deemed unable to pay its debts under section 123(1) of the Insolvency Act 1986; or
- 9.2.6 You or your company becomes insolvent or any petition is presented by any person and not withdrawn or discharged prior to advertisement or any order is made by any court or any meeting is convened for the purpose of considering a resolution or any resolution is passed for your company's winding up liquidation or dissolution.
- 9.3 On termination of this Agreement for any reason:
- 9.3.1 we will immediately cease to provide the Services;
- 9.3.2 the accrued rights, remedies, obligations and liabilities of each of the Parties upon Termination of this Agreement will not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination;
- 9.3.3 all payments due and payable to us under this Agreement will become due immediately on Termination of this Agreement for any reason and should be payable within thirty (30) days from the date of invoice. This excludes any disputed payment under clause 7.6, This clause 9.3.3 is without prejudice to any right to claim for interest under the law or under this Agreement;
- 9.3.4 clauses which expressly or by implication have effect after Termination will continue in full force and effect; and
- 9.3.5 each party will promptly:
- 9.3.5.1 return to the other Party all equipment, materials and property belonging to the other party that the other Party had supplied to it in connection with the provision of the Services under this Agreement;
- 9.3.5.2 return to the other Party, or delete, destroy, or otherwise make permanently unusable documents and materials (and any copies) containing the other Party's Confidential Information, retaining only minimal copies for auditing purposes which are subject to security provisions that are no less onerous than those conferred on the data by this document; and
- 9.3.5.3 on request, certify in writing to the other Party that it has complied with the requirements of this clause 9.3.5.
- 9.3.5.4** we will at Your expense, use reasonable endeavours (but without prejudice to any existing rights of Adaptavist) to assist and co-operate with the You to ensure an orderly transition of the provision of the Services to any subsequent supplier of services in whole or in part, and/or the completion of any work in progress. **Any specific details regarding our capacity to provide such assistance, if available, is detailed in Appendix 2 of this Agreement.** **DELETE IF NOT REQUESTED!**

9.4 Both Parties must countersign this Agreement on or before the Agreement Countersignature Expiration date indicated in Schedule 1 in order for this Agreement to be valid. Otherwise, this Agreement is not valid. Furthermore, for each applicable SOW, both Parties must countersign the SOW on or before the SOW Countersignature Expiration Date associated with that SOW in order for the SOW to be agreed and valid. Otherwise, that SOW is not valid.

## 10 Execution of Services

- 10.1 Adaptavist does not warrant that the Client's use of the Services will be uninterrupted or error-free.
- 10.2 Adaptavist does not warrant or guarantee that it will be able to rectify all Defects.
- 10.3 Any unauthorised modifications or use of the Services by, or on behalf of, the Client will render all Adaptavist's warranties and obligations under this Agreement null and void.

## 11 General Information

### Governing law

- 11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and construed in accordance with English law, and the Parties irrevocably agree that the Agreement will be subject to the exclusive jurisdiction of the Courts of England and Wales.

### Dealing with problems or disagreements

- 11.2 If any dispute arises in connection with this Agreement, either of the Parties will, within five days of it becoming evident that the dispute cannot be easily resolved in the usual course of business, send a written request to the other Party setting out a request for a meeting to discuss the dispute (such meeting to take place within 10 working days of the date of the written request), the reason for the dispute and their reasoned opinion for their position. The Parties will at that meeting, meet in a good faith effort to resolve the dispute.
- 11.3 If the dispute is not resolved at any such meeting described in clause 11.2 above, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice) to the other Party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR notice.
- 11.4 No Party may commence any court proceedings or arbitration proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with clause 11.2 or 11.3 and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that this clause 11.4 will not apply if the right to issue such proceedings or any remedy which is to be sought in such proceedings would thereby be prejudiced. Any arbitration proceedings will be subject to ICC arbitration rules with the seat of arbitration being London.

### Limits on Legal Responsibility

- 11.5 This clause sets out the entire financial liability of the Parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of any breach of this Agreement, the Services; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.6 Nothing in this Agreement will limit or exclude the liability of either Party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any indemnification specifically described in this agreement, including that specified in clause 6.12.
- 11.7 Without prejudice to clause 11.6, neither Party will be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit; loss of goodwill; loss of business; loss of business opportunity; loss of anticipated saving; loss or corruption of data or information; special, indirect or consequential damage, suffered by the other Party that arises under or in connection with this Agreement.

- 11.8 Without prejudice to clause 11.6 or clause 11.7, Adaptavist's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, will be limited to the amount that we have actually received from you, being the amount paid by you to Adaptavist for the provision of Services or items that the claim is about.

#### Events beyond our control

- 11.9 You recognise that the Services may, from time to time, be adversely affected by events outside our control and so we will not be liable to you for any breach of this Agreement, which arises because of any circumstances that we cannot reasonably be expected to control including, but not limited to:

11.9.1 An act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, inclement weather, congestion; and/or

11.9.2 An act or omission of Government or public telephone operators or other competent authority or other Party for whom we are not responsible;

Both of which will be defined as a 'Force Majeure Event'. If a Force Majeure Event persists for more than 30 business days, you may terminate this Agreement and all undisputed amounts or payments due to us up to the date of Termination will become due and payable within thirty (30) days of the issue of invoice.

#### Re-assignment of rights

- 11.10 Neither Party may assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party, provided that either Party may assign, transfer or sub-contract its rights and obligations under this Agreement to another member of its Group. Adaptavist UK Services LTD will remain responsible for the delivery of Services in the event that any rights or responsibilities are assigned, transferred or sub-contracted, unless otherwise specifically stated.

#### Severance

- 11.11 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

#### The whole agreement

- 11.12 This document and Schedules are the whole agreement between the Parties, and this Agreement replaces all previous agreements relating to the Services covered by this Agreement. No oral explanation or oral information given by any Party will alter the interpretation of this Agreement. Each Party confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly been made a representation in this Agreement.

#### Changes to the agreement and Waiver

- 11.13 In the event that we decide to amend our prices by a reasonable increase then we may provide you with 30 days' notice of such change and in the event that you do not indicate that you do not want to accept such change on or before the expiry of such notice then such change will become binding upon the Parties. In the event that you do not wish to accept such change then you will notify us accordingly and we will be entitled to maintain the price agreed with you hereunder or to provide you with 60 days' notice in writing of termination of this Agreement.
- 11.14 Except under clause 11.13 above or clause 9, unless both Parties agree in writing, this Agreement may not be changed or extended.

- 11.15 The failure of either Party to enforce any of the provisions of this Agreement, or the waiver of any aspect thereof, will not be construed as a general waiver or relinquishment on its part of any other provision, which will nevertheless remain in full force and effect.

Further Assurance

- 11.16 Each Party will (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to this Agreement and the transactions contemplated by it.

Not being able to provide services

- 11.17 If we cannot provide a Service or any part of the Services under this Agreement, then without prejudice to your rights under this Agreement, this may not affect our ability to provide other Services. If we cannot provide a Service or any part of it, then we will use our reasonable endeavours to replace the Service or part of it with an alternative that keeps the same position and provides what you needed from the original Service.

No Partnership

- 11.18 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute a party to the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

Third Party Rights Act

- 11.19 A person who is not a Party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Signatures

- 11.20 You represent that you are authorised to enter in to this Agreement on behalf of your company or organisation at the time of signing this Agreement.
- 11.21 In signing this Agreement, you acknowledge and accept that no agreement for services previously agreed between the parties or delivered to the Client shall have any bearing on the terms and conditions of this Agreement.
- 11.22 This Agreement has been entered into on the Commencement Date of this Agreement.

## 12 Additional Information

### Data handling

- 12.1 For the purposes of this Clause 12, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Special Categories of Personal Data” shall have the meanings given to them in the Data Protection Act 2018, the General Data Protection Regulation 2016/679 and all other legislation applicable to the parties in relation to the Processing of Personal Data and as amended or replaced from time to time (“Applicable Data Protection Legislation”).
- 12.2 Adaptavist will comply with its obligations including any notification requirements under the GDPR and any other relevant data protection act in force during the period of this Agreement, and both Parties will duly observe all their obligations under the GDPR which arise in connection with this Agreement.
- 12.3 To the extent that Adaptavist acquires from the Client any Personal Data in connection with the Services, Adaptavist will act as a Data Processor only. The Client will remain as Data Controller in respect of such Personal Data and Adaptavist will act only on the instructions of the Client and take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against loss or destruction of or corruption to any such Personal Data.
- 12.4 All data will be held in compliance with the Information Technology Security Policy of Adaptavist as set out below:  
Adaptavist will provide adequate protection against breach of confidentiality, integrity and availability for all official information handled by IT systems within Adaptavist and will comply with UK and EC legislation. This protection will be commensurate with the risks and the type of information handled and will be consistent with corporate instructions and guidance. Adaptavist acknowledges the content of BS7799, ISO27002 and other guidance material issued by bodies recognised within the industry and undertakes to implement these requirements and recommendations which are appropriate to the business of Adaptavist in a consistent, timely and cost-effective manner.
- 12.5 In relation to all Personal Data provided by Client to Adaptavist, to the extent that Adaptavist is considered a Data Controller of that Personal Data for the purpose of the provision of the Services, then each of Client and Adaptavist shall ensure that its processing of the Personal Data shared between them is conducted in accordance with the full requirements of the Applicable Data Protection Legislation, and in particular with the principles of transparency, fairness and lawfulness and that it processes shared Personal Data on the basis of the legal bases as specified in the Applicable Data Protection Legislation and that it shall not further process the shared Personal Data in any way that is incompatible with the legitimate purposes pursuant to this agreement.
- 12.6 The parties agree that Adaptavist is the Data Processor who shall Process Personal Data in connection with and in accordance with this agreement and any ancillary document, and for the purpose of providing the Services, Adaptavist shall:
- 12.6.1 comply with all Applicable Data Protection Legislation and in no circumstances render Client in breach of its obligations under Applicable Data Protection Legislation;
- 12.6.2 process such Personal Data only in accordance with the written instructions of the Client. If Adaptavist is required to process the Personal Data for other reasons, Adaptavist shall inform Client in writing before carrying out the Processing, unless prohibited by relevant law. If Adaptavist at any time defines the purposes and means of Processing of Personal Data beyond the written instructions of Client, it shall be considered a Data Controller;

- 12.6.3 immediately inform Client if it believes that Client's instructions infringe the Applicable Data Protection Legislation;
- 12.6.4 have in place at all times throughout the Term appropriate technical and organisational security measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of, or damage to, such Personal Data;
- 12.6.5 not disclose the Personal Data to any third party (other than other than those authorised under this Agreement) without the prior written consent of Client;
- 12.6.6 ensure that only Adaptavist's personnel with a business need shall have access to Personal Data and that such personnel (i) treat Personal Data as Confidential Information; and (ii) receive appropriate training on data protection issues at regular intervals;

### 13. **Non-Solicitation**

Both Parties acknowledge and agree that they will not directly or indirectly solicit for hire or engage or employ an employee, contractor or affiliate of the other Party, or any person who was an employee, contractor or affiliate of the other Party within six (6) months prior to such solicitation or employment, for the term of this Agreement and a period of two (2) years after termination or expiration thereof.

## **SIGNATURES**

Signed by

.....  
for and on behalf of  
Adaptavist UK Services LTD

.....  
Name of signatory

.....  
Position of signatory

.....  
Date

Signed by

.....  
for and on behalf of  
[CLIENT COMPANY NAME]

.....  
Name of signatory

.....  
Position of signatory

.....  
Date



**SCHEDULE 1:**  
Details for Master Services Agreement

---

The following applies broadly to the Master Services Agreement (“MSA”) between Adaptavist the Client:

|  |  |
|--|--|
| Commencement Date of Agreement             | [ ]  |
| Finish Date of Agreement                   | [3 years after Commencement Date unless otherwise agreed in writing]                       |
| Earliest Termination of Agreement          | [1 year after the Commencement Date]   |
| Agreement Countersignature Expiration Date | [30 Working Days after Adaptavist provides the Client with a signed copy of the Agreement] |
| Notice Period of Agreement                 | 30 days  |
| Service Description                        | [Managed Services]   |
| Name of the Client                         | [ ]  |
| Address of the Client                      | [ ]  |
| Contact Telephone Number                   | [ ]  |
| Contact email address                      | [ ]  |
| Client Website                             | [ ]  |
| Contact Name of the Client                 | [ ]  |

| AUTHORIZATION  |  |
|--|--|
| Signed for and on behalf of Adaptavist   | Signed for and on behalf of the Client |
| Name:  | Name:                                  |
| Position:  | Position:                              |
| Signature:   | Signature:                             |
| Date:  | Date:                                  |
| <b>NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT</b> |  |

SCHEDULE 2:  
Adaptavist Managed Services (AMS) Agreement

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Additional Terms for Adaptavist Managed Services (AMS) Agreement:

1. Term of Agreement for Managed Services: The Managed Services will commence on the Commencement Date specified in the Managed Services Statement of Work and will remain in full force until either:

- 1.1 The Finish Date, if specified in the SOW, is reached and no extension or renewal has been agreed. If there is no Finish Date specified, the Finish Date will be considered to be one calendar year from the signing date of the SOW.

OR

- 1.2 A Party states it wishes to terminate the Services specified in the SOW by providing formal written notification. This notification must be provided in advance of the SOW termination date by a period of time specified by the SOW Notice Period. Furthermore, the proposed termination date must be no earlier than the SOW's Earliest Termination Date.

OR

- 1.3 Both Parties formally agree in writing to terminate the Services specified in the SOW.

Please see the following Statements of Work (SOWs):

**Managed Services Statement of Work 1 [MS-SOW-1]:**

| SECTION A: INTRODUCTION   |  |
|---|--|
| This agreement (reference: MS-SOW-1) describes a Managed Services engagement between Adaptavist and the Client (Company No [ ]) with its registered office situated at [ ].   |  |
| This SOW is governed by the terms and conditions defined in Schedule 2, under the Master Services Agreement [MSA-[Client]-DDMMYYYY] between [Adaptavist UK Services LTD] and [CLIENT REFERENCE].  |  |
| <b>Adaptavist Account Manager:</b> [ ]  | <b>Telephone:</b> [ ]  |
| <b>Adaptavist Project Manager:</b> [ ]  | <b>Telephone:</b> [ ]  |
| <b>Commencement Date of this SOW</b>  | [ ]  |
| <b>Agreement Countersignature</b><br><b>Expiration Date:</b>  | [30 Working Days after Adaptavist provides the Client with a signed copy of the Agreement] |
| <b>Finish Date of this SOW</b>  | [1 year after Commencement Date unless otherwise agreed in writing]                        |
| <b>Earliest Termination of this SOW</b>   | [2 months after Commencement Date]   |
| <b>Notice Period of this SOW</b>  | 30 days  |
| <b>Client Account Manager:</b>  | <b>Telephone:</b>  |
| <b>Date:</b>  |  |
| SECTION B: SERVICES   |  |
| This Agreement describes a <b>Managed Services</b> engagement. The Work Start Date will be: [TBD]   |  |
| <b>Objectives</b><br><br>[Engagement specific summary of what the work entails.]  |  |
| <b>Notes</b><br><br>1. [Engagement specific notes covering specific dependencies, assumptions or other points we wish to have recorded]   |  |
| SECTION C: ACCEPTANCE CRITERIA  |  |
| As a Managed Services engagement, the acceptance criteria are that Adaptavist has provided suitable resources to provide the services which are outlined in Section B, and has followed any described process in an effort to maintain and report on any SLAs, if applicable, as described in Section B |  |
| SECTION D: MANAGED SERVICES RATE AND PAYMENT TERMS  |  |

| Fee  | Description  |
|--|--|
| Fee £[ ] + VAT and any additional applicable taxes | Payment for Managed Services   |
| Payment Terms                                      | Payment terms are thirty days from invoice. Invoice shall be issued on commencement of work.   |
| Agreement Countersignature Expiration Date         | The terms, conditions and fees set out under this [PSA-Client-DDMMYYYY] will be valid for a period of 30 working days after Adaptavist provides the Client with a signed copy of this Agreement.   |
| Expenses   | <p>The following expenses will be incurred [ delete / edit as appropriate ]:</p> <ul style="list-style-type: none"> <li>No expenses</li> <li>Accommodation, subsistence and travel</li> </ul> <p>Payment terms for expenses [ delete as appropriate ]:</p> <ul style="list-style-type: none"> <li>[expenses will be submitted as part of invoice for fees OR [expenses will be submitted as incurred ] OR [expenses will be submitted at the close of month]</li> </ul> <p>Any additional expenses will be agreed with the Client prior to being incurred. Payment terms for expenses are 30 days from invoice</p> |

**SECTION E: AUTHORIZATION**

| Signed for and on behalf of Adaptavist   | Signed for and on behalf of The Client |
|--|--|
| Name:  | Name:                                  |
| Position:  | Position:                              |
| Signature:   | Signature:                             |
| Date:  | Date:                                  |
| <b>NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT</b> |  |

### SCHEDULE 3: Time and Materials Professional Services Agreement

---

#### Additional Terms for Adaptavist Time and Materials Professional Services Agreement:

1. For each Statement of Work (“SOW”) under this Time and Materials Professional Services Agreement, work will commence on that SOW’s Commencement Date and will remain in full force until either:

- 1.1 The Finish Date, if specified in the SOW, is reached and no extension or renewal has been agreed. If there is no Finish Date specified, the Finish Date will be considered to be one calendar year from the signing date of the SOW

OR

- 1.2 A Party states it wishes to terminate the Services specified under the SOW by providing formal written notification. This notification must be provided in advance of the SOW’s termination date by a period of time specified by the SOW’s Notice Period. Furthermore, the proposed termination date must be no earlier than the SOW’s Earliest Termination Date.

OR

- 1.3 Both Parties formally agree in writing to terminate the SOW.
2. Regarding Delivery and Acceptance of a Deliverable specified in a Statement of Work (“SOW”) under this Time and Materials Professional Services Agreement:
  - 2.1 As a time and materials SOW, Adaptavist will supply appropriate expertise for the amount of time described in the SOW in pursuit of the specification or other goals as the Client’s authorised representative might communicate from time to time. If requested by the Client, acceptance of time sheets issued by Adaptavist will constitute acceptance of the services provided as a consequence of the SOW.
  - 2.2 If the Client is unhappy with the quality of level of resource supplied, the Client will escalate such matter firstly with Adaptavist’s Project Manager. If the matter is not resolved to the satisfaction of the Client by the Project Manager, then such matter will be escalated to the Account Manager, then to the VP of consultancy, and finally to the Chief Executive Officer.
  - 2.3 The Client will appoint an Account Manager, named in the SOW, who will be the primary point of contact for all communications between the Client and Adaptavist.

### 3. Project Execution

- 3.1 The Client will provide full and free access, remote or otherwise, to the System together with such information and assistance as is reasonably required by Adaptavist to enable it to perform its obligations as specified in a SOW under this Agreement. Delays arising as a result of the Client's failure to deliver such access may be charged to the Client, at Adaptavist's discretion, at the rate of the Fees specified in the SOW.
- 3.2 The Client undertakes to provide such **Assistance** (defined below) as Adaptavist requires to deliver the Services as set out in the SOW. Assistance includes (but is not limited to):
- 3.2.1 access to the Client's Staff;
  - 3.2.2 access to third parties employed by the Client;
  - 3.2.3 remote or local access to Systems on which Adaptavist needs to work to deliver the Services;
  - 3.2.4 access to relevant information and documentation;
  - 3.2.5 access to the Internet over standard protocols including HTTP and HTTPS and SSH (Port 80 and 443/TCP and 22/TCP); and
  - 3.2.6 access to other resources, as determined in advance of, or during the Term.
- 3.3 Any delays resulting from the Client's inability, or failure to render such Assistance in a timely manner may be charged to the Client, at Adaptavist's discretion at the rate of the Fees at the prevailing rate for consultancy activities as specified in the SOW.
- 3.4 It is the Client's responsibility to take adequate copies of data, operating and application software so that these and the System may be restored in the event of corruption or other similar loss arising due to the performance of this Agreement or for any other reason, howsoever caused.

### 4. Description of Services, Time and Materials Professional Services:

Please refer to the Time and Materials Professional Services Statements of Work ("SOWs") attached:

**Time and Materials Professional Services Statement of Work 1 (SOW-PS-1):**

| SECTION A: INTRODUCTION   |  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
|---|--|-------------------------|------------------|-------------------------|----------|------|------------------------------------|--------|---|------------------|--------|----------|--------|---|------------------|--------|----------|--------|---|------------------|--------|----------|--------|---|------------------|--------|
| <p>This agreement (reference: SOW-PS-1) describes a Time and Materials engagement between Adaptavist and the Client (COMPANY NAME) (Company No [REDACTED]) with its registered office situated at [REDACTED].</p> <p>This SOW is governed by the agreement MSA-[Client]-DDMMYYYY signed between Adaptavist and the Client and the terms and conditions set out in schedule 3.</p>   |  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Adaptavist Account Manager:</b>  | <b>Telephone:</b>  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Adaptavist Project Manager:</b>  | <b>Telephone:</b>  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Commencement Date of this SOW</b>  | [REDACTED]   |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Agreement Countersignature</b><br><b>Expiration Date:</b>  | [30 Working Days after Adaptavist provides the Client with a signed copy of the Agreement] |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Finish Date of this SOW</b>  | [1 year after Commencement Date unless otherwise agreed in writing]                        |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Earliest Termination of this SOW</b>   | [2 months after Commencement Date]   |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Notice Period of this SOW</b>  | 30 days  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Client Account Manager:</b> TBC  | <b>Telephone:</b> TBC  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <b>Date:</b> TBC  |  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| SECTION B: AGREED SPECIFICATION   |  |                         |                  |                         |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| <p>This agreement describes a <b>Time and Materials</b> engagement. <b>The Work Start Date will be:</b> [TBD]</p> <p>Adaptavist will provide specialist resources that will work at the direction of the Client to provide Services. Adaptavist will charge the Client based on the time spent and any additional materials required, or expenses incurred.</p> <p><b>Objectives</b></p> <p>[Engagement specific summary of what the work entails. For T&amp;M engagements avoid reference to deliverables, or implied guarantees of outcomes]</p> <p><b>Resources</b></p> <p>Services will be charged for based upon the following standard day rates:</p> <table border="1"> <thead> <tr> <th>Role</th> <th>Day Rate (GBP)</th> <th>Estimated Effort (Days)</th> <th>Location</th> <th>Fees</th> </tr> </thead> <tbody> <tr> <td>[Role 1 i.e. Technical Consultant]</td> <td>£1,200</td> <td>1</td> <td>On site / remote</td> <td>£1,200</td> </tr> <tr> <td>[Role 2]</td> <td>£1,200</td> <td>1</td> <td>On site / remote</td> <td>£1,200</td> </tr> <tr> <td>[Role 3]</td> <td>£1,200</td> <td>1</td> <td>On site / remote</td> <td>£1,200</td> </tr> <tr> <td>[Role 4]</td> <td>£1,200</td> <td>1</td> <td>On site / remote</td> <td>£1,200</td> </tr> </tbody> </table> |  | Role                    | Day Rate (GBP)   | Estimated Effort (Days) | Location | Fees | [Role 1 i.e. Technical Consultant] | £1,200 | 1 | On site / remote | £1,200 | [Role 2] | £1,200 | 1 | On site / remote | £1,200 | [Role 3] | £1,200 | 1 | On site / remote | £1,200 | [Role 4] | £1,200 | 1 | On site / remote | £1,200 |
| Role  | Day Rate (GBP)   | Estimated Effort (Days) | Location         | Fees                    |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| [Role 1 i.e. Technical Consultant]  | £1,200   | 1                       | On site / remote | £1,200                  |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| [Role 2]  | £1,200   | 1                       | On site / remote | £1,200                  |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| [Role 3]  | £1,200   | 1                       | On site / remote | £1,200                  |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |
| [Role 4]  | £1,200   | 1                       | On site / remote | £1,200                  |          |      |                                    |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |          |        |   |                  |        |

|  |  |   |                  |        |
|--|--|---|------------------|--------|
|  |  | 4 | On site / remote | £4,800 |
| <b>Notes</b><br>2. [Engagement specific notes covering specific dependencies, assumptions or other points we wish to have recorded]<br>3.<br>4.  |  |   |                  |        |
| <b>SECTION C: ACCEPTANCE CRITERIA</b>  |  |   |                  |        |
| As a Time and Materials Engagement, the criteria for acceptance is that Adaptavist provide resource for the time and materials set out under this PSA-Client-DDMMYYYY. Adaptavist will maintain a record of effort and cost that will be used for billing and shared with the Client upon request. |  |   |                  |        |
| <b>SECTION D: RATE AND PAYMENT TERMS</b>   |  |   |                  |        |
| Fee  | £[ ] plus VAT plus Expenses  |   |                  |        |
| Description  | Payment for Services   |   |                  |        |
| Payment Terms  | Payment terms are thirty days from invoice. Invoices shall be issued monthly in arrears.   |   |                  |        |
| Agreement Countersignature Expiration Date   | The terms, conditions and fees set out under this [SOW-PS-1] will be valid for a period of 30 working days after Adaptavist provides the Client with a signed copy of this Agreement.  |   |                  |        |
| Expenses   | The following expenses will be incurred [ delete / edit as appropriate ]:<br><ul style="list-style-type: none"> <li>No expenses</li> <li>Accommodation, subsistence and travel</li> </ul> Payment terms for expenses [delete as appropriate ]:<br><ul style="list-style-type: none"> <li>[expenses will be submitted as part of invoice for fees]</li> <li>[expenses will be submitted as incurred]</li> <li>[expenses will be submitted at the close of month]</li> </ul> Any additional expenses will be agreed with the Client prior to being incurred. Payment terms for expenses are 30 days from invoice |   |                  |        |



| SECTION E: AUTHORISATION   |  |
|--|--|
| Signed for and on behalf of Adaptavist   | Signed for and on behalf of The Client |
| Name:  | Name:                                  |
| Position:  | Position:                              |
| Signature:   | Signature:                             |
| Date:  | Date:                                  |
| <b>NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT</b> |  |

#### SCHEDULE 4: Licensing Services Agreement

---

##### Additional Terms for Adaptavist Licensing Services Agreement:

1. Additional Terms for Adaptavist Licensing Services Agreement:
  - 1.1. Adaptavist can act as a reseller for a variety of product and services via Adaptavist Licensing Services. For each product, service, or other item that Client wishes to license through Adaptavist, a specific Quote will be provided. These Additional Terms for Adaptavist Licensing Services apply to all Quotes unless otherwise specifically stated as part of a specific Quote.
2. Cancellation
  - 2.1. If Client wishes to change to another provider of Licensing Services for anything Client has acquired via Adaptavist Licensing Services, the Client must inform Adaptavist in advance of Client's intention to do so in order to provide Adaptavist adequate time to understand and potentially address any concerns the Client has. The number of days advanced notice Client must give is specified in the Licensing Services Agreement Form under "renewal cancellation notice period."
3. Operations
  - 3.1. Client will appoint a Commercial Manager who will be the first point of contact for all communications between Client and Adaptavist for purposes of commercial discussions.
  - 3.2. Unless otherwise specifically stated, Adaptavist provides no support or help with anything acquired via Adaptavist Licensing Service from a Vendor.
  - 3.3. It is Client's responsibility to make adequate copies of data, operating and application software so that these and the System may be restored in the event of corruption or other similar loss arising due to the use of any products, software, or services licensed through the Licensing Services Agreement, howsoever caused.
4. Vendor Terms and Conditions

- 4.1. Adaptavist will provide a Reference to any 'End User License Agreement' (EULA) agreement, Terms and Conditions, or similar set of requirements imposed by the Vendor upon a buyer or user of its products and services. By agreeing to acquire licenses, products or services through Adaptavist, Client implicitly agrees that Client has read and understood any such EULA, Terms and Conditions, or similar set of requirements, and agrees to them. It is the responsibility of Client to locate any applicable EULA, Terms and Conditions, or similar that are related to any license or product that Client acquires via Adaptavist Licensing Services.
- 4.2. In general, any 'End User License Agreement' (EULA) agreement, Terms and Conditions, or similar set of requirements imposed by a vendor upon a buyer or user of its products and services are conditions upon Client and Client's use and ownership of the software. That is, a EULA or Terms and Conditions or similar set of requirements are between Client and the Vendor. Adaptavist accepts no liability or responsibility for Client's use of product and services acquired through us. Any exceptions to this will be listed in an attached SOW under this Schedule.
- 4.3. Unless otherwise specifically agreed with the Client, when Client asks or authorizes Adaptavist to install or upgrade any software on Client systems Client also authorizes Adaptavist to accept the 'End User License Agreement' (EULA) relating to that software on Client's behalf. Client indemnifies Adaptavist from all claims, losses, expenses and/or demands arising directly or indirectly from Adaptavist doing this.

Please refer to the Licensing Services Agreement Statements of Work ("SOWs") attached:

**Licensing Services Agreement Statement of Work 1 (SOW-LS-1):**

| SECTION A: INTRODUCTION  |                |                     |   |  |
|--|----------------|---------------------|---|--|
| This agreement (reference: SOW-LS-1) describes a Licensing Services engagement between Adaptavist and the Client (COMPANY NAME) (Company No [REDACTED]) with its registered office situated at [REDACTED]. |                |                     |   |  |
| This SOW is governed by the agreement MSA-[Client]-DDMMYYYY) signed between Adaptavist and the Client and the terms and conditions set out in Schedule 4.  |                |                     |   |  |
| Adaptavist Account Manager:  |                |                     | Telephone:  |  |
| Adaptavist Licensing Manager:  |                |                     | Telephone:  |  |
| Renewal Cancellation Notice Period   |                |                     | 30 days   |  |
| Client Commercial Manager: TBC   |                |                     | Telephone: TBC  |  |
| Date: TBC  |                |                     |   |  |
| SECTION B: LICENSES AND COSTS  |                |                     |   |  |
| This agreement includes the acquisition of the following licenses/license renewals at the following user tiers:  |                |                     |   |  |
| Software/Add-On  | New or Renewal | SEN (renewals only) | User Tier   | Cost for 12 mos maintenance (does not include VAT) |
|  |                |                     |   | £  |
|  |                |                     |   | £  |
| SECTION C: PAYMENT TERMS   |                |                     |   |  |
| Payment Terms  |                |                     | Payment terms are thirty days from invoice. Invoice upon license acquisition for Atlassian or Marketplace software, and in advance of acquisition of licenses from third party vendors. |  |
| Agreement Countersignature Expiration Date   |                |                     | The terms, conditions and fees set out under this [SOW-LS-1] will be valid for a period of 30 working days after Adaptavist provides the Client with a signed copy of this Agreement.   |  |
| Renewal Cancellation Notice Period   |                |                     | 30 days   |  |
| SECTION D: AUTHORIZATION   |                |                     |   |  |
| Signed for and on behalf of Adaptavist   |                |                     | Signed for and on behalf of The Client  |  |
| Name:  |                |                     | Name:   |  |
| Position:  |                |                     | Position:   |  |
| Signature:   |                |                     | Signature:  |  |
| Date:  |                |                     | Date:   |  |
| <b>NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT</b>   |                |                     |   |  |

*Delete below if Fixed Deliverable is not applicable*

SCHEDULE 5:  
Fixed Deliverable Professional Services Agreement

---

Additional Terms for Adaptavist Fixed Deliverable Professional Services Agreement:

- 1 For each Statement of Work (“SOW”) under this Fixed Deliverable Professional Services Agreement, work will commence on that SOW’s Commencement Date and will remain in full force until either:
  - 1.1 The Finish Date, if specified in the SOW, is reached and no extension or renewal has been agreed. If there is no Finish Date specified, the Finish Date will be considered to be one calendar year from the signing date of the SOW
  - OR
  - 1.2 A Party states it wishes to terminate the Services specified under the SOW by providing formal written notification. This notification must be provided in advance of the SOW’s termination date by a period of time specified by the SOW’s Notice Period. Furthermore, the proposed termination date must be no earlier than the SOW’s Earliest Termination Date.
  - OR
  - 1.3 Both Parties formally agree in writing to terminate the SOW.

- 2      Regarding Delivery and Acceptance of a Deliverable specified in a Statement of Work (“SOW”) under this Fixed Deliverable Professional Services Agreement:
  - 2.1      Before delivering any Deliverables to the Client, Adaptavist will carry out reasonable tests to ensure that such Deliverables are in operable condition and are capable of meeting the requirements of the Agreed Specification and Acceptance Criteria.
  - 2.2      The Client will check the Deliverables against the agreed Acceptance Criteria as soon as reasonably possible after Delivery. Except where otherwise agreed in writing between the Parties, the Client will give Adaptavist at least five Business Days’ notice in writing of the start of testing of the Deliverables against the Acceptance Criteria, and permit Adaptavist to observe all or any part of the tests. If any Deliverable fails to meet the Acceptance Criteria in whole or in part, the Client will, within five Business Days from the completion of checking the Acceptance Criteria or any part of these tests, provide a written notice to Adaptavist, setting out details of such failure(s).
  - 2.3      In relation to such part of the Deliverables that meet the Acceptance Criteria, the Deliverables will be deemed to be accepted and delivered to the Client. In relation to the part of the Deliverables which do not in the Client’s reasonable opinion meet the Acceptance Criteria, the Client will escalate such matter firstly with Adaptavist’s Project Manager. If the matter is not resolved to the satisfaction of the Client by the Project Manager, then such matter will be escalated to the Account Manager, then to the VP of Consultancy and finally to the Chief Executive Officer.
  - 2.4      The Client will appoint an Account Manager, named in the SOW, who will be the primary point of contact for all communications between the Client and Adaptavist.

Please refer to the Fixed Deliverable Professional Services Statements of Work (“SOWs”) attached:

**Fixed Deliverable Professional Services Statement of Work (SOW-FD-1):**

| SECTION A: INTRODUCTION  |   |
|--|---|
| <p>This agreement (reference: SOW-FD-1) describes a Fixed Deliverable engagement between Adaptavist and the Client (COMPANY NAME) (Company No [REDACTED]) with its registered office situated at [REDACTED].</p> <p>This SOW is governed by the agreement MSA-[Client]-DDMMYYYY) signed between Adaptavist and the Client and the terms and conditions set out in Schedule 5.</p>  |   |
| <b>Adaptavist Account Manager:</b>   | <b>Telephone:</b>   |
| <b>Adaptavist Account Manager:</b>   | <b>Telephone:</b>   |
| <b>Commencement Date of this SOW</b>   | [REDACTED]  |
| <b>Finish Date of this SOW</b>   | [1 year after Commencement Date unless otherwise agreed in writing]   |
| <b>Agreement Countersignature Expiration Date</b>  | The terms, conditions and fees set out under this [SOW-FD-1] will be valid for a period of 30 working days after Adaptavist provides the Client with a signed copy of this Agreement. |
| <b>Earliest Termination of this SOW</b>  | [2 months after Commencement Date]  |
| <b>Notice Period of this SOW</b>   | [30 Days]   |
| <b>Client Account Manager:</b> [REDACTED]  | <b>Telephone:</b>   |
| <b>Date:</b>   |   |
| SECTION B: AGREED SPECIFICATION  |   |
| <p>This agreement describes a <b>Fixed Deliverable</b> engagement:</p> <p>[OPTIONAL: The goals of this engagement are as follows, further details can be found in the Proposal entitled [REDACTED]:]</p> <p>[Milestones:]</p> <p><b>Notes</b></p> <ol style="list-style-type: none"> <li>[Engagement specific notes covering specific dependencies, assumptions or other points we wish to have recorded]</li> <li></li> </ol> |   |
| SECTION C: ACCEPTANCE CRITERIA   |   |
| <p>As a Fixed Deliverables engagement – the acceptance criteria are that Adaptavist has provided suitable resource for the work specified and met Milestones described in Section B.</p>   |   |
| SECTION D: RATE AND PAYMENT TERMS  |   |

|               |   |
|---------------|---|
| Fee           | £[ ] plus VAT plus Expenses   |
| Description   | Payment for Services  |
| Payment Terms | Payment terms are thirty days from invoice. Invoice shall be issued on commencement of work.  |
|               | <p>The following expenses will be incurred [ delete / edit as appropriate ]:</p> <ul style="list-style-type: none"> <li>• No expenses</li> <li>• Accommodation, subsistence and travel</li> </ul> <p>Payment terms for expenses [ delete as appropriate ]:</p> <ul style="list-style-type: none"> <li>• [ expenses will be submitted as part of invoice for fees ]OR [expenses will be submitted as incurred ] OR [expenses will be submitted at the close of month]</li> </ul> <p>Any additional expenses will be agreed with Client prior to being incurred. Payment terms for expenses are 30 days from invoice.</p> |

**SECTION E: AUTHORIZATION**

|  |  |
|--|--|
| Signed for and on behalf of Adaptavist   | Signed for and on behalf of The Client |
| Name:  | Name:                                  |
| Position:  | Position:                              |
| Signature:   | Signature:                             |
| Date:  | Date:                                  |
| <b>NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF ADAPTAVIST AND THE CLIENT</b> |  |



**DELETE IF NOT REQUESTED BY CLIENT**

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#### APPENDIX 1: VETTING OF ADAPTAVIST STAFF Adaptavist Managed Services (AMS) Agreement

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Please note, Adaptavist Staff who may provide Services under this agreement have undergone the following vetting process:

- UK Staff are BPSS checked;
- US and Canadian staff have equivalent checks;
- For specific clients and requirements, employees may voluntarily agree to additional background checks or drug testing.

**DELETE IF NOT REQUESTED BY CLIENT**

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#### APPENDIX 2: EXIT ASSISTANCE Adaptavist Managed Services (AMS) Agreement

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Please note, Adaptavist will provide the following resources to assist Client in migrating to another provider as specifically permitted under this Agreement:

- Up to 5 days of assistance which will be available over the course of 20 working days, the exact timing of which will be based on request and availability. These 5 days will be invoiced on a Time and Materials basis, based on standard rates.