Services agreement

(1) Mobilise Cloud Services Limited

and

(2) Customer

Contents

1	Definitions and interpretation	1
2	Commencement and term	4
3	Customer obligations	4
4	Exclusivity	5
5	Performance of the services	5
6	Warranty	6
7	Suspension of services	7
8	Price	7
9	Payment	8
10	Credit limit	8
11	Intellectual property rights	8
12	Limitation of liability	9
13	Insurance	10
14	Termination	10
15	Data protection	12
16	Confidential information	12
17	Anti-bribery	13
18	Modern slavery	14
19	Dispute resolution	14
20	Entire agreement	15
21	Notices	15
22	Announcements	16
23	Force majeure	16
24	Further assurance	16
25	Variation	17
26	Assignment and sub-contracting	17
27	Set off	17
28	No partnership or agency	17
29	Severance	17
30	Waiver	17
31	Compliance with law	18
32	Conflicts within agreement	18
33	Costs and expenses	18

34 Third party rights 18
35 Governing law 18
36 Jurisdiction 18
SCHEDULE 1 SERVICES 20
SCHEDULE 2 PRICES 21
SCHEDULE 3 DATA PROTECTION 22
Section 1—Data processing details 25
Section 2—Minimum technical and organisational security measures 26

THIS AGREEMENT is made on [*date*]

PARTIES

(1) Mobilise Cloud Service Limited, a company incorporated in *England and Wales* under number 09082209 whose registered office is at 71-75 Shelton Street Covent Garden, London, United Kingdom, WC2H 9JQ (**Supplier**); and

(2) [*insert name of customer*] **[**of OR a company incorporated in [*England and Wales*] under number [*insert registered number*] whose registered office is at**]** [*insert address*] (**Customer**)

(each of the Supplier and the Customer being a **party** and together the Supplier and the Customer are the **parties**).

BACKGROUND

The parties have agreed that the Supplier shall supply services to the Customer on the terms set out in this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	means the date of this Agreement OR ;
Completion	has the meaning given in clause 5.2 and **Complete**, **Completed** and similar expressions shall be construed accordingly;
Completion Note	has the meaning given in clause 5.3;
Confidential Information	has the meaning given to it in clause 17.1;
Control	has the meaning given in the Corporation Tax Act 2010, s 1124 and **Controls**, **Controlled** and **under common Control** shall be interpreted accordingly;

Customer Materials	any material owned by the Customer or its Affiliates relating to the Services (and any modifications to that material);
Deliverables	means the deliverables ancillary to the supply of the Services, including without limitation any media on which the results of the Services are supplied;
Force Majeure	has the meaning given in clause 24;
Intellectual Property Rights	means copyright, rights related to copyright such as moral rights and performers' rights, patents, rights in inventions, rights in Confidential Information, Know-how, trade secrets, trade marks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, mask works, topography rights,]the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
IPR Claim	has the meaning given in clause 13.1;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Law	means (a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (b) the common law and laws of equity as applicable to the parties from time to

	time; (c) any binding court order, judgment or decree; (d) any applicable industry code, policy or standard; or (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Milestone	means an activity, process or outcome described in Schedule 1 relating to the Services;
Milestone Payment	means the percentage of the Prices described in Schedule 1 as being payable by the Customer when the corresponding Milestones have been achieved by the Supplier;
MSA Offence	has the meaning given in clause 19.1.1;
Performance Location	means the location set out in Schedule 1 at which the Supplier shall perform, or procure the performance of, the Services;
Policies	means the policies of the Supplier set out in Schedule 4 as the same may be updated from time to time by the Supplier and notified to the Customer;
Price	means the price of any of the Services determined under clause 8;
Representatives	has the meaning given to it in clause 17.2.1;
Services	means the services listed in Schedule 1 together with the Deliverables;
Specification	means the description of the Services set out in Schedule 1;
Supplier Personnel	means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their

	subcontractors who are engaged in the performance of the Services from time to time;
Term	has the meaning given to it in clause 2.1;
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and
Warranty Period	means the period during which performance takes place and the period of three months from Completion.

1.2 In this Agreement:

1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);

1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.4 a reference to a gender includes each other gender;

1.2.5 words in the singular include the plural and vice versa;

1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;

2 Commencement and term

2.1 This Agreement commences on the Commencement Date and shall continue until the Services have been Completed when it shall terminate automatically unless terminated earlier under clause 8.8, clause 15 or clause 24 (the **Term**).

3 Customer obligations

3.1 During the Term, the Supplier agrees to supply, and the Customer agrees to purchase, the Services on the terms set out in this Agreement.

3.2 The Customer shall at all times and in all respects:

3.2.1 perform its obligations in accordance with the terms of this Agreement;

3.2.2 co-operate with the Supplier to ensure compliance with the Policies;

3.2.3 pay the Prices for the Services and the Milestone Payments in accordance with the provisions of clause 9;

3.2.4 co-operate with the Supplier in all matters arising under this Agreement or otherwise relating to the performance of the Services;

3.2.5 make the Performance Location accessible to the Supplier and the Supplier Personnel as may be necessary for the Supplier to perform the Services and otherwise comply with its obligations under this Agreement;

3.2.6 provide the Customer Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services, to the Supplier in a timely manner;

3.2.7 inform the Supplier in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services;

3.2.8 ensure that all tools, equipment, materials or other items provided to the Supplier for the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and

3.2.9 obtain and maintain all necessary licences, permits and consents required to enable the Supplier to perform the Services and otherwise comply with its obligations under this Agreement.

4 Exclusivity

4.1 Nothing in this Agreement shall restrict the Supplier from supplying any services which are the same as or similar to the Services to other customers.

5 Performance of the services

5.1 The Customer shall make the Performance Location fully available for the Supplier and the Supplier Personnel.

5.2 The Services shall be deemed to have been completed in full and in accordance with the terms of this Agreement (**Completion**) upon delivery of the Completion Note.

5.3 Following performance of the Services, the Supplier shall provide written confirmation to the Customer stating:

5.3.1 the categories, type and quantity of Services supplied; and

5.3.2 any special requests from the Customer

(the **Completion Note**).

5.4 Time of performance shall not be of the essence. The Supplier shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified for performance. Any Services which do not have specified commencement or end dates shall be performed by the Supplier within a reasonable period of time.

5.5 The Supplier shall not be liable for any delay or failure in Completion caused by:

5.5.1 the Customer's failure to make the Performance Location available;

5.5.2 the Customer's failure to prepare the Performance Location;

5.5.3 the Customer's failure to provide the Supplier with adequate instructions for performance of the Services;

5.5.4 the Customer's failure to comply with the provisions of clause 3.2;

5.5.5 the Customer's failure to supply the Customer Materials in a timely manner; or

5.5.6 Force Majeure.

6 Warranty

6.1 The Customer warrants that:

6.1.1 it has the right, power and authority to enter into this Agreement and grant to the Supplier the rights (if any) contemplated in this Agreement; and

6.1.2 the Customer Materials and all other information, documents, materials, data or other items provided by the Customer pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.

6.2 The Supplier warrants that:

6.2.1 the Services shall be performed in accordance with Good Industry Practice;

6.2.2 the Services performed and the Deliverables supplied shall be free from material defects at Completion;

6.3 Subject to the provisions of clause 6.4, the Supplier shall, at its option, remedy, re-perform or refund the Price of any Services or Deliverables that do not comply with clause 6.2, provided that the Customer serves a written notice on the Supplier that some or all of the Services or the Deliverables (as the case may be) do not comply with clause 6.2, and identifying in sufficient detail the nature and extent of the defects within 20 Business Days of Completion.

6.4 The Supplier shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 6.2 where the same arises directly or indirectly and whether in whole or in part as a result of:

6.4.1 a breach by the Customer of any of its obligations under this Agreement;

6.4.2 an event of Force Majeure;

6.4.3 any design, specification or requirement of the Customer; or

6.4.4 use of the Customer Materials.

6.5 Except as set out in this clause 6:

6.5.1 the Supplier gives no warranty and makes no representations in relation to the Services;

6.5.2 the Supplier shall have no liability for any non-compliance with the warranty in clause 6.2, and

6.5.3 the conditions implied by the Supply of Goods and Services Act 1982, ss 12–16 (inclusive) are expressly excluded.

6.6 The Customer acknowledges that the Supplier is not and cannot be aware of the extent of any potential loss or damage to the Customer resulting from any failure of the Services to conform to the Specification, any delay in Completion or any failure by the Supplier to discharge its obligations under this Agreement.

6.7 The provisions of this clause 6 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 6.2 or for any other error or defect in the Deliverables or defective performance of the Services.

7 Suspension of services

7.1 If the Supplier is prevented or delayed in performing the Services by any cause attributable to the Customer, the Supplier (without prejudice to its other rights):

7.1.1 may suspend performance of the Services until the Customer remedies its default;

7.1.2 shall not be liable for any costs or losses sustained by the Customer as a result of such suspension; and

7.1.3 may charge the Customer (and the Customer shall pay under this Agreement) costs or losses incurred by the Supplier arising from the Customer's default, subject to clause 12.

8 Price

8.1 The Prices payable by the Customer in respect of the Services are contained in Schedule 2 and may be increased by the Supplier under clauses 8.6 and 8.7.

8.2 The Prices are exclusive of:

8.2.1 Expenses for travel to Customer site which shall be charged in addition at the Supplier's standard rates, and

8.2.2 VAT (or equivalent sales tax).

8.3 The Customer shall pay any applicable VAT (or equivalent sales tax) to the Supplier on receipt of a valid VAT invoice.

8.4 Where the Prices are calculable on a time and materials basis, the Supplier shall keep time sheets showing the hours worked by each of the Supplier Personnel in respect of the provision of the corresponding Services.

8.5 The Supplier shall be entitled to be reimbursed by the Customer for all out-of-pocket expenses (including travelling expenses but not parking fines or road traffic offence fines) incurred by the Supplier and the Supplier Personnel in the proper provision of the Services**,** and the Supplier will include any such expenses on invoices rendered.

8.6 The Supplier may increase the Prices at any time by giving the Customer not less than *15* Business Days' notice in writing.

8.7 Notwithstanding clause 8.6, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the

relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.

8.8 If the Customer does not agree with any increase in the Prices notified under clauses 8.6 or 8.7 then the Customer may terminate this Agreement by giving the Supplier not less than *30* calendar days' notice, such notice to expire no earlier than the date on which the price increase was due to take effect provided always that the Customer shall accept performance (and shall, where applicable pay the increased price for) any Services in respect of which the Supplier had (at or prior to the time of receiving such notice) entered into an irrevocable commitment with any third party in connection with the Services.

9 Payment

9.1 The Supplier may issue its invoice for the Services at any time or, where Milestones Payments are included, the Supplier may issue its invoices for Milestone Payments upon the achievement of the corresponding Milestone**.**

9.2 The Customer shall pay all invoices:

9.2.1 in full in cleared funds within 28 days of the date of each invoice; and

9.2.2 to the bank account nominated by the Supplier.

9.3 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:

9.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 2 percentage points a year above the base rate of Bank of England from time to time in force; and

9.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

10 Credit limit

The Supplier may set and vary credit limits and payment terms from time to time and withhold all further supplies without liability to the Customer if the Customer exceeds such credit limit or payment terms.

11 Intellectual property rights

11.1 In consideration of the Price payable under this Agreement the Supplier grants to the Customer a non-exclusive licence to use for the purposes of this Agreement the Intellectual Property Rights in the Services and the Deliverables and all other materials created by the Supplier pursuant to this Agreement.

11.2 Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

11.3 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-How acquired or developed or used in connection with this Agreement provided always that such skills, techniques or Know-How do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

12 Limitation of liability

12.1 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

12.2 Subject to clause 12.5, the total liability of the Supplier shall not exceed the value of this agreement..

12.3 Subject to clause 12.5, neither party shall be liable for consequential, indirect or special losses.

12.4 Subject to clause 12.5, neither party shall be liable for any of the following (whether direct or indirect):

12.4.1 **l**oss of profit;

12.4.2 loss of or corruption to data;

12.4.3 loss of use;

12.4.4 loss of production;

12.4.5 loss of contract;

12.4.6 loss of opportunity;

12.4.7 loss of savings, discount or rebate (whether actual or anticipated);

12.4.8 harm to reputation or loss of goodwill.

12.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

12.5.1 death or personal injury caused by negligence;

12.5.2 fraud or fraudulent misrepresentation; or

12.5.3 any other losses which cannot be excluded or limited by applicable law.

12.6 **Indemnity**

12.7 The Supplier shall indemnify the Customer for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or the Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**).

12.8 In the event that the Customer receives notice of any IPR Claim, it shall:

12.8.1 notify the Supplier in writing as soon as reasonably practicable;

12.8.2 not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed);

12.8.3 let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if the Supplier fails to conduct the Claim in a timely or proper manner the Customer may conduct the Claim at the expense of the Supplier;

12.8.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and

12.8.5 provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

12.9 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

12.9.1 procure for the Customer the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or

12.9.2 re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or the Deliverables remain in conformance to the Specification.

12.10 The Supplier's obligations under clause 13.1 shall not apply to any Deliverables modified or used by the Customer other than in accordance with this Agreement or the Supplier's reasonable written instructions.

12.11 In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.

13 Insurance

13.1 The Supplier shall put in place and maintain the following insurance for the duration of this Agreement:

13.1.1 public liability insurance for not less than £2,000,000] in respect of each claim; and

13.1.2 professional indemnity insurance for not less than £1,000,000 in respect of each claim.

14 Termination

14.1 This Agreement may be terminated by the Supplier giving not less than 4 weeks' notice in writing to the Customer.

14.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:

14.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;

14.2.2 the other party commits a material breach of this Agreement which is not remedied within *14* days of receiving written notice of such breach;

14.2.3 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

14.3 Without prejudice to any other rights that it may have, the Supplier may terminate this Agreement immediately on written notice to the Customer if the Customer has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid ten Business Days after the Customer has received a written notification from the Supplier that the payment is overdue.

14.4 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

14.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

14.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

14.4.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

14.4.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

14.4.5 has a resolution passed for its winding up;

14.4.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

14.4.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within *seven* days of that procedure being commenced;

14.4.8 has a freezing order made against it;

14.4.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

14.4.10 is subject to any events or circumstances analogous to those in clauses 15.4.1 to 15.4.9 in any jurisdiction.

14.5 The right of a party to terminate the Agreement pursuant to clause 15.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

14.6 The Supplier may terminate this Agreement at any time by giving not less than four weeks' notice in writing to the Customer.

14.7 On termination of this Agreement for any reason:

14.7.1 the Customer shall immediately pay all outstanding invoices of the Supplier;

14.7.2 the Supplier shall promptly invoice the Customer for all Services performed and Deliverables supplied but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer;

14.7.3 without prejudice to any additional obligations under Schedule 3, the Customer shall within five Business Days return any materials of the Supplier then in its possession or control; if it fails to do so, the Supplier may enter any premises owned by or under the control of the Customer and take possession of them; and

14.7.4 the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

14.8 The following clauses of this Agreement shall survive termination, howsoever caused:

14.8.1 clause 12 (limitation of liability);

14.8.2 clause 16 (data protection);

14.8.3 clause 15.7 (termination);

14.8.4 clause 17 (confidential information);

14.8.5 clause 20 (dispute resolution);

14.8.6 clause 22 (notices);

14.8.7 clause 35 (third party rights);

14.8.8 clauses 36 and 37 (governing law and jurisdiction); and

14.8.9 Schedule 3 (data protection)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

15 Data protection

15.1 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, set out in Schedule 3.

16 Confidential information

16.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 17.2.

16.2 A party may:

16.2.1 subject to clause 17.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party must ensure that each of its Representatives to whom

Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 17 as if it were a party;

16.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

16.2.3 subject to clause 17.5, use Confidential Information only to perform any obligations under this Agreement.

16.3 Each party recognises that any breach or threatened breach of this clause 17 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

16.4 This clause 17 shall bind the parties during the Term.

16.5 To the extent any Confidential Information is Protected Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of Schedule 3.

17 Anti-bribery

17.1 For the purposes of this clause 18 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

17.2 The Customer shall ensure that it and each person referred to in clauses 18.2.1 to 18.2.3 (inclusive) does not, by any act or omission, place the Supplier in breach of any Bribery Laws. The Customer shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this clause 18 and ensure that:

17.2.1 all of the Customer's personnel and all direct and indirect sub-contractors of the Customer;

17.2.2 all others associated with the Customer; and

17.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 18.2.1 and/or 18.2.2,

involved in performance of obligations under this Agreement so comply.

17.3 Without limitation to clause 18.2, the Customer shall not make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

17.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach of any of the requirements in this clause 18.

18 Modern slavery

18.1 The Customer undertakes, warrants and represents that:

18.1.1 neither the Customer nor any of its officers, employees, agents or sub-contractors has:

(a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

18.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

18.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under Clause 19. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

19 Dispute resolution

19.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 20.

19.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

19.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

19.3.1 Within seven days of service of the notice, the Representatives of the parties shall meet to discuss the dispute and attempt to resolve it.

19.3.2 If the dispute has not been resolved within seven days of the first meeting of the Representatives, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.

19.4 The specific format for the resolution of the dispute under clause 20.3.1 and, if necessary, clause 20.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

19.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 20.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

20 Entire agreement

20.1 This Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

20.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

20.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

21 Notices

21.1 Any notice given by a party under this Agreement shall be:

21.1.1 in writing and in English;

21.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

21.1.3 sent to the relevant party at the address set out in clause 22.3.

21.2 Notices may be given, and are deemed received:

21.2.1 by hand: on receipt of a signature at the time of delivery;

21.2.2 by post: at *9.00 am* on the second Business Day after posting;

21.2.3 by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at *9.00 am* on the *fourth* Business Day after posting; and

21.2.4 by email on receipt of a read receipt email from the correct address.

21.3 Notices shall be sent to:

21.3.1 Mobilise Cloud Services Limited for the attention of the Directors at:

71-75 Shelton Street Covent Garden, London, United Kingdom, WC2H 9JQ

Email: info@mobilise.cloud;

21.4 Any change to the contact details of a party as set out in clause 22.3 shall be notified to the other party in accordance with clause 22.1 and shall be effective:

21.4.1 on the date specified in the notice as being the date of such change; or

21.4.2 if no date is so specified, 10 Business Days after the notice is deemed to be received.

21.5 All references to time are to the local time at the place of deemed receipt.

21.6 This clause does not apply to notices given in legal proceedings or arbitration.

22 Announcements

22.1 Subject to clause 23.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

22.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:

22.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

22.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and

22.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

23 Force majeure

23.1 In this clause '**Force Majeure**' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

23.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

23.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and

23.2.2 uses reasonable endeavours to minimise the effects of that event.

23.3 If, due to Force Majeure, a party:

23.3.1 is unable to perform a material obligation; or

23.3.2 is delayed in or prevented from performing its obligations for a of more than 40 business days,

either party may terminate this Agreement on not less than 4 weeks' written notice.

24 Further assurance

Each party shall at the request of the other party, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to this Agreement.

25 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

26 Assignment and sub-contracting

26.1 The Supplier may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice to the Customer.

26.2 The Customer shall not assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement, in whole or in part, without the Supplier's prior written consent (such consent not to be unreasonably withheld or delayed).

27 Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

28 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

29 Severance

29.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

29.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

30 Waiver

30.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

30.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

30.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

31 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 32 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

32 Conflicts within agreement

32.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

32.1.1 the terms and conditions in the main body of this Agreement and Schedule 3;

32.1.2 the other Schedules

32.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

33 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

34 Third party rights

34.1 Except as expressly provided for in clause 35.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

34.2 The Affiliates of the Supplier shall have the right to enforce the provisions of this Agreement.

35 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

36 Jurisdiction

Subject to clause 20, the parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the parties on the date set out at the head of this Agreement

Signed by [*insert full name of director/authorised signatory*]	.....
for and on behalf of	**[**Director OR Authorised signatory**]**

[*insert name of the Supplier*]	

and

Signed by [*insert full name of director/authorised signatory*]	.....
for and on behalf of	**[**Director OR Authorised signatory**]**
[*insert name of the Customer*]	

Schedule 1 SERVICES

Services

[*Insert description of Services*]

Services

Reference	Description	Quantity

[Performance dates/periods: OR **Milestones and Milestone Payments]**

Special instructions:

Performance Location:

Specification:

Schedule 2 PRICES

[*Separate Document*]

Schedule 3 DATA PROTECTION

Part A Operative provisions

1 Definitions

1.1 In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
International Organisation	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed** and **processes** shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement; and

Sub-Processor	means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

2 Customer's compliance with data protection laws

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

3 Supplier's compliance with data protection laws

The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

4 Indemnity

The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Schedule.

5 Instructions

5.1 The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and this Agreement (including when making any transfer to which paragraph 10 relates), except to the extent:

5.1.1 that alternative processing instructions are agreed between the parties in writing; or

5.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

5.2 Without prejudice to paragraph 2 of this Part A, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6 Security

Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain the technical and organisational measures set out in Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7 Sub-processing and personnel

7.1 The Supplier shall:

7.1.1 not permit any processing of Protected Data by any agent, sub-contractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

7.1.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

7.1.3 remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

7.1.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8 List of authorised sub-processors

The Customer authorises the appointment of the Sub-Processors listed below:

Amazon Web Services

Microsoft

Google Cloud Platform

9 Assistance

9.1 The Supplier shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier.

9.2 The Supplier shall (at the Customer's cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

10 International transfers

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.

11 Audits and processing

The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 11).

12 Breach

The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

13 Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This Schedule shall survive termination or expiry of this Agreement.

Part B Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this [*Section 1 of this*] Part B.

1 Subject-matter of processing:

[*Insert*]

2 Duration of the processing:

[*Insert*]

3 Nature and purpose of the processing:

[*Insert*]

4 Type of Personal Data:

[*Insert*]

5 Categories of Data Subjects:

[*Insert*]

6 [Specific processing instructions:

[*Insert*]**]**

Section 2—Minimum technical and organisational security measures

1 The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

ISO 27001:2013

1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.