xxxxxx 2020

(1) PHOENIX SOFTWARE LIMITED

AND

(2) [CLIENT name]

MASTER SERVICES AGREEMENT (MSA)

SUBJECT TO CONTRACT

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THIS MASTER SERVICES AGREEMENT is made on _____ 2020 **BETWEEN**

(1) **PHOENIX SOFTWARE LIMITED**, a company incorporated in England with company number 2548628 and which has its registered office at Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW ("**Phoenix**"); and

(2) **[CLIENT name]**, an organisation based in the United Kingdom whose operating address is [INSERT ADDRESS] (**the "Client**").

Each a "Party" and together the "Parties"

BACKGROUND

A. Phoenix is a provider of certain Managed Services and Professional Services, and Service Solutions which may include third party hardware and software or Phoenix's own developed software (together the "Services").

B. The Client has a requirement for the supply of certain of these Services from Phoenix

C. The Parties therefore enter into this Master Services Agreement (The "MSA").

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out at Schedule 1 (*Definitions and interpretation*) shall apply in this MSA and any Work Order made under it.

2 HOW THIS MASTER SERVICES AGREEMENT WORKS

2.1 Where the Parties agree that Phoenix will provide Services to the Client, they will execute a Work Order in accordance with this MSA in relation to each service. This MSA of itself, without an executed Work Order, does not oblige Phoenix to provide any Services, nor the Client to pay for them.

2.2 Where applicable a Work Order shall be accompanied by a Service Description

2.3 Nothing in this MSA creates any obligation of exclusivity on either Party. Phoenix will be free to provide its services to any other Party and the Client will be free to source services similar to the Services from any other third party.

2.4 This MSA applies to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

2.5 Any quotation issued by Phoenix shall not constitute an offer, is for informational purposes only and is only valid for a period of fourteen (14) days from date of issue.

2.6 In the event of any inconsistency or contradiction, the following order of precedence will apply:

2.6.1 any Special Terms, but only in respect of that Work Order; and then

2.6.2 the rest of the relevant Work Order; and then

2.6.3 the Service Description; and then

2.6.4 the clauses of this MSA and then

2.6.5 the schedules to this MSA;

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3 WORK ORDERS

3.1 Where the Parties agree that Phoenix will provide Services to the Client, they will execute a Work Order setting out:

3.1.1 the Services to be provided;

3.1.2 The Client details;

3.1.3 the Initial Term;

3.1.4 the Fees payable, and when they will be invoiced;

3.1.5 any Service Levels which are to be applicable to the Services and which differ from those set out in the relevant Service Description; and

3.1.6 any Special Terms.

4 SERVICE COMMENCEMENT

4.1 In the case of Professional Services, Phoenix will use reasonable efforts to ensure that Service Commencement occurs within 30 days of the Work Order being signed, but time shall not be of the essence. The Work Order may specify a "Target Service Commencement date". That date is a good faith estimate only and not a binding commitment.

4.2 In the case of Managed Services, the Service Commencement Date shall be the 1st of the month following the month in which the Work Order is signed by both parties (unless otherwise agreed in writing by both parties) but subject to successful completion of any prerequisite Professional Services provided for in the relevant Work Order or Service Description.

4.3 In the case of both Professional Services and Managed Services the Service Commencement is subject to the Client fulfilling its obligations under clause 6 and to any other corresponding dependencies on the Client as set out in the relevant Work Order or Service Description.

5 SERVICE PROVISION

5.1 For each Work Order, subject to the Client compliance with this MSA and payment of the applicable Fees, Phoenix will provide the relevant Services to the Client:

5.1.1 using reasonable skill and care and in accordance with and subject to this MSA; and

5.1.2 (unless Terminated earlier) from Service Commencement until the end of the applicable Service Term.

5.2 The Client acknowledges that the Services are only a part of its wider business transformation, business security, business continuity and disaster recovery strategy, and that Phoenix cannot and does not provide a general guarantee of business transformation, security, business continuity and disaster recovery. It is for the Client to assess, and to keep under review, the suitability of the Services contracted for according to its particular circumstances, needs, risk appetite and budget.

5.3 Phoenix may vary the Services and the corresponding Service Descriptions from time to time, for example to add or modify Service features, to reflect changes in Applicable Law or industry practice, or to comply with a legal requirement. Phoenix will use

commercially reasonable efforts to ensure that such changes do not result in a materially worse Service when compared to the Service as at the start of the Initial Term or then-current Renewal Term (as the case may be). If such a change is reasonably likely to have a materially adverse effect on the Service, Phoenix will provide the Client with not less than 30 days' prior notice of the change, and the change will not proceed without the Client approval (not to be unreasonably withheld or delayed).

5.4 Phoenix will, in connection with the Services, provide such reporting as the Client may reasonably request and as Phoenix may agree, as set out in the applicable Service Description or Work Order.

5.5 If the applicable Service Description sets out a process for making changes to the scope or volume of the Services, the Parties will follow that process.

6 THE CLIENT OBLIGATIONS IN RESPECT OF THE SERVICES

6.1 As between Phoenix and the Client, the Client is responsible for the acts and omissions of the Client employees, and accordingly the Client shall be liable to Phoenix for such acts and omissions (and subject therefore to the limitations and exclusions of liability set out in this MSA).

6.2 The Client shall:

6.2.1 use the Services only as set out in the applicable Work Order and accompanying Service Description;

6.2.2 keep all access credentials and certificates which Phoenix may provide to allow access to the Services safe and secure, and not share them with any third party without Phoenix's prior written consent;

6.2.3 provide timely, accurate and complete information relating to the Client data, systems and networks;

6.2.4 provide timely access to such other documentation and personnel as Phoenix may reasonably require;

6.2.5 co-operate with Phoenix representatives in all matters relating to the Services including in relation to any site surveys which Phoenix may require in respect of the Services;

6.2.6 provide Phoenix Representatives with sufficient time for any testing and verification of the performance of the Services that Phoenix considers necessary;

6.2.7 provide Phoenix Representatives with access to the Clients premises, office accommodation and other facilities as reasonably required by Phoenix Representatives;

6.2.8 prepare the Client premises and equipment for the supply of the Services, including making available any hardware and software (with licence keys) required for the performance of the Services;

6.2.9 ensure that, where the provision of Services is likely to require the use of, or access to, the Client's server and/or networking equipment, sufficient capacity is available to Phoenix Representatives (including but not limited to electricity lines and/or cables, control and/or main fuses, energy supply, rack space,

Uninterrupted Power Supplies ("UPS"), network ports and cabling); and

6.2.10 permit Phoenix to liaise with relevant third-party suppliers to the Client, if required for Phoenix to provide the Services.

6.3 The Client shall not:

6.3.1 except as may be allowed by applicable law which is incapable of exclusion by MSA between the Parties:

6.3.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, translate, transmit or distribute all or any portion of the Services in any form and by any means, other than as expressly permitted by this MSA; or

6.3.1.2 attempt to reverse compile, reverse engineer, disassemble, or gain any unauthorised access to or privileges in the Services, or any of the technologies, programs and systems comprising it or supporting their operation;

6.3.2 access or use the Services in order to build a product or service which competes with them;

6.3.3 through action or negligent inaction permit the Services to be used by any person who is not authorised to do so;

6.3.4 resell or otherwise provide or make available the Services to third parties;

6.3.5 upload to, or communicate or distribute through, the Services any content or material:

6.3.5.1 that is unlawful, defamatory, obscene, pornographic, abusive, harassing, or which tends to promote discrimination against any person or class of persons on the basis of a characteristic protected by applicable law; or

6.3.5.2 which infringes or is reasonably likely to infringe the Intellectual Property Rights or other rights of any person, or misappropriates or misuses the trade secrets of any person, or which is likely to result in a breach of any obligation of confidence owed to any person;

6.3.6 use or attempt to use or misuse the Services in any way that is criminal or otherwise unlawful in any relevant jurisdiction;

6.3.7 damage, disable or impair the Services, attack them, or use them as an attack vector or means of attack against any other system, computer or network;

6.3.8 carry out or attempt performance or penetration testing against the Services without Phoenix's prior written consent (and all such testing must be carried out in accordance with Phoenix's applicable policies);

6.3.9 circumvent or attempt to circumvent any technical measures or restrictions controlling access to or use of the Services or gain or

attempt to gain any greater level of access to the Services or to Phoenix's systems than is permitted by this MSA and the relevant Work Order.

7 PHOENIX OBLIGATIONS IN RESPECT OF THE SERVICES

7.1 Phoenix will, subject to the Client payment of the applicable Fees, perform the Services using reasonable skill and care and in accordance with the Work Order and supporting Service Description (including any associated deployment plan or statement of works which shall be produced as required) where applicable.

7.2 Phoenix will use commercially reasonable efforts to perform the Services in accordance with any timetable agreed in the relevant Work Order or Service Description, however time shall not be of the essence to such performance.

7.3 Phoenix's performance of the Services is subject to the Client meeting its obligations under clause 6.

7.4 Unless agreed otherwise in writing, Phoenix shall perform the Services at the locations specified in the Work Order on Business Days during Business Hours.

7.5 Unless otherwise stated in the relevant Service Description or Work Order in relation to Service Levels and Service Credits referred to under clause 9, Phoenix's liability in relation to the provision of any Services which do not meet the requirements specified in the Service Description or in a Statement of Work shall be limited to the re-performance of those Services by Phoenix; provided always that such matter is brought to the attention of Phoenix by the Client within thirty (30) days of the date of the original performance of the Services, together with the Client providing such satisfactory supporting evidence as Phoenix may reasonably require. Phoenix shall have no liability for any

7.5.1 matters which arise from defective installations, upgrades and/or migrations performed by the Client (or by a third party); or

7.5.2 malfunctions of the Client's system infrastructure or operating system, unless such matter is caused by Phoenix.

8 TECHNICAL SUPPORT FOR MANAGED SERVICES

8.1 Phoenix will provide technical support during the Service Term to the Client using its reasonable efforts to resolve incidents and problems with the Services, in accordance with this clause 8 and the applicable Service Description and Service Levels ("**Technical Support**").

8.2 Acting reasonably, the Client will assign each new incident a priority in accordance with the Service Levels criteria set out the Service Description.

8.3 Acting reasonably and in accordance with the above criteria, Phoenix may adjust the priority of an incident to reflect developments and improvements as it progresses.

8.4 Unless otherwise agreed in the applicable Work Order or Service Description, Phoenix will provide Technical Support by telephone and email during Business Hours:

8.5 Nothing in this clause 8 will oblige Phoenix to:

8.5.1 provide any Technical Support to the Client other than, in accordance with the applicable Service Description and Service Levels ;

8.5.2 resolve or work around any incident arising from or caused by:

8.5.2.1 any factor external to the Services, such as third-party network outages;

8.5.2.2 any modification (whether by way of alteration, deletion, addition or otherwise) made to any part of the Service by anyone other than Phoenix;

8.5.2.3 any equipment or third-party software or service used in connection with the Service and not supplied by Phoenix; or

8.5.2.4 The Client's failure to follow Phoenix's reasonable instructions in respect of the Services; or

8.5.2.5 make any enhancements of, additions to, or customisations of, the functions and features of the Services.

9 SERVICE LEVELS

9.1 Service Levels, and Service Credits, where applicable, will be stated in the relevant Service Description or in the Work Order (and if stated in both places, then the applicable Service Levels will be those stated in the Work Order only).

9.2 Phoenix will report on its performance against the Service Levels to the extent provided for in the relevant Service Description or Work Order.

9.3 Phoenix will use reasonable endeavours to perform the Services in accordance with the Service Levels where stated in the applicable Service Description.

10 PROVISION OF SOFTWARE AND HARDWARE

10.1 In the course of providing certain Services, Phoenix may also supply to the Client third party Software and/or third-party Hardware and/or Software developed by Phoenix which is part of Phoenix's own Intellectual Property. In such instances the following terms apply:

10.1.1 All third-party software licenses granted by Phoenix under this MSA are subject to the manufacturers' terms of usage (End User License Agreements). These terms of license cannot be varied without written agreement between the Client and the manufacturer. Phoenix shall assign to the Client, so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer.

10.1.2 All hardware provided by Phoenix under this MSA is subject to the manufacturers' warranties. These warranties cannot be varied without written agreement between the Client and the manufacturer. Phoenix shall assign to the Client, so far as Phoenix is reasonably able, the benefit of all warranties and conditions relating to quality, state, suitability, fitness for purpose and quiet possession contained in its contract with the manufacturer.

10.1.3 The warranties which are assigned under this clause10 (if any), are the only warranties given under this MSA in relation to third

party manufacturers software and hardware. Any other warranties, conditions, obligations or implied terms which are implied into this MSA by statute, custom or at law (including, without limit, any warranties of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted in law.

10.1.4 The Client will defend, indemnify and hold harmless Phoenix, its officers, directors, employees and consultants against any claim, loss or damages arising from Client's breach of the manufacturers terms of software usage or hardware warranties in relation to this clause 10.

10.1.5 In relation to the Client's use of software developed and owned by Phoenix or any of its Affiliates, the Client shall comply with terms of usage and/or any End User License Agreement ("EULA") issued by Phoenix and/or its Affiliates. The Client shall indemnify Phoenix against breach of these terms referenced in this clause 10.1.5. Any breach of the terms by the Client may result in the suspension and/or termination of the license affected.

11 INVOICING AND PAYMENT

11.1 Phoenix will invoice the Client:

11.1.1 for fixed elements of the Managed Services Fees, annually in advance, or as the relevant Work Order or Service Description may specify;

11.1.2 for variable elements of the Managed Service Fees, monthly in arrears and as actually consumed by the Client or as otherwise determined in accordance with the relevant Service Description;

11.1.3 for Professional Services Fees, at the times set out in the relevant Work Order and/or Service Description or, if not so set out, monthly in arrears;

and the Client will pay each such invoice, without deduction or set-off, within 30 days of receipt. Phoenix will add VAT to its invoices at the applicable rate, and the Client will pay such VAT together with the invoiced amount. and time for payment by the Client shall be of the essence.

11.2 Phoenix may begin invoicing the Client for the Service Fees with effect from Service Commencement or, if for reasons other than Phoenix's default Service Commencement has not occurred by the date falling 30 days after the Work Order Start Date, with effect from that date.

11.3 Without prejudice to its other rights and remedies, Phoenix will be entitled to charge late payment interest on any payments or invoices which are due but unpaid at a rate of 2 per cent per annum above the base rate from time to time of Barclays Bank PLC, from the date on which the invoice became overdue until the actual date of payment (whether before or after judgment). The Client shall pay such interest together with the overdue amount.

11.4 The Parties acknowledge that the Fees shown in a Work Order are subject to change as a result of the variable elements of the Service Fees.

12 CONFIDENTIALITY

12.1 The Receiving Party will during the term of this MSA and for a period of five (5) years following the termination or expiry of the last Work Order subject to this MSA, keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, will:

12.1.1 not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under this MSA;

12.1.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this MSA; and

12.1.3 apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (and which will in any event be no less stringent than the measures and care which it is reasonable to expect of a person operating in the same sector in the same circumstances).

12.2 The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its agents, officers, employees and professional advisers who need to know it in connection with this MSA, provided that:

12.2.1 it informs each such person of the confidential nature of the Confidential Information before disclosure; and

12.2.2 it procures that each such person will comply with this clause 12 as if it were the Receiving Party,

and it will be liable for the failure of any such person to comply with this clause 12.

12.3 The Receiving Party may disclose Confidential Information:

12.3.1 if (and to the extent that) the Disclosing Party agrees to such disclosure in writing;

12.3.2 to the extent such Confidential Information is required to be disclosed by law, by any relevant governmental authority with jurisdiction over the Receiving Party, by a court of competent jurisdiction, or under the rules of a relevant securities exchange, provided in each case that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and it takes into account the reasonable requests of the Disclosing Party in relation to the content of that disclosure; or

13 INTELLECTUAL PROPERTY RIGHTS AND BRANDING

13.1 Nothing in this MSA will change the ownership of the Intellectual Property Rights of either Party.

13.2 If and to the extent that it is not reasonably practicable for Phoenix to perform its obligations under this MSA without the use of any of the Intellectual Property Rights of the Client, the Client hereby grants to Phoenix a royalty free, non-exclusive, non-transferable, licence to use such Intellectual Property Rights as reasonably necessary

for such purpose. Phoenix will not use such Intellectual Property Rights for any other purpose.

13.3 If and to the extent that it is not reasonably practicable for the Client to receive the Services without the use of any of the Intellectual Property Rights of Phoenix or its licensors, Phoenix hereby grants to the Client a royalty free, non-exclusive, non-transferable, revocable licence, to use such Intellectual Property Rights as reasonably necessary for such purpose. The Client will not use such Intellectual Property Rights for any other purpose.

13.4 Neither Party will use the other Party's name, brand, logo or get-up in its promotional materials or press releases without the other Party's prior agreement to each new use (not to be unreasonably withheld, conditioned or delayed). Neither Party will do any act or thing reasonably likely to damage the other's brand or title to its trademarks, logos and get-up. Any co-branded materials or collateral will be subject to the agreement of both Parties in each case (such agreement not to be unreasonably withheld or delayed).

14 COMPLIANCE

14.1 Each Party will comply with Applicable Law in connection with the exercise of its rights and the performance of its obligations under this MSA.

14.2 Each Party will:

14.2.1 comply with the Bribery Act 2010, and will procure such compliance by each of its associated persons (as that term is defined in the Bribery Act 2010);

14.2.2 not do any act or thing which could reasonably be expected to result in the other committing any offence under the Bribery Act 2010;

14.2.3 ensure it has in place adequate procedures for the purposes of the Bribery Act 2010; and

14.2.4 promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this MSA.

15 DATA PROTECTION

15.1 The provisions of Schedule 2 will apply to the extent that Phoenix is acting as a processor on behalf of the Client.

16 WARRANTIES

16.1 Each Party warrants to the other that:

16.1.1 it has all the necessary capacity, powers and authorities to enter into and perform this MSA, each Work Order, and the transactions and activities contemplated by them;

16.1.2 the person or persons who execute this MSA (and any Work Order made under it) on its behalf are duly authorised to do so;

16.1.3 the execution, delivery and performance of this MSA (and any Work Order made under it) does not and will not violate any judgment, order, or decree and does not and will not constitute a

material default or breach under any of its existing or future obligations; and

16.1.4 it is not insolvent or trading wrongfully,

and the warranties set out in this clause 16.1 will be deemed to be repeated on each occasion on which the Parties execute a Work Order.

16.2 Phoenix warrants to the Client that under usual operating conditions the Services provided will substantially correspond to the applicable Service Descriptions. Phoenix gives no other warranty in respect of the Services, express or implied, and all warranties and conditions implied by law or trade custom are excluded to the fullest extent permitted. In particular, the Client acknowledges and agrees that except as expressly set out in this MSA, the Services are provided "as-is" and that its sole and exclusive remedy for unscheduled downtime, outages or slow performance is to receive the relevant Technical Support.

17 LIABILITY

17.1 Nothing in this clause 17 will limit or exclude either Party's liability:

17.1.1 for death or personal injury caused by its negligence;

17.1.2 for fraud or fraudulent misrepresentation; or

17.1.3 for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

17.2 Nothing in this clause 17 will limit or exclude the Client liability to pay the Fees (or any late payment interest accrued thereon).

17.3 Subject to clauses 17.1, 17.2 and 17.4, neither Party will have any liability arising under or in connection with this MSA for any:

17.3.1 loss of profits or revenue, or an account of profits (whether direct or indirect);

17.3.2 loss of business or opportunity (whether direct or indirect);

17.3.3 increased or accelerated costs or goodwill payments (whether direct or indirect);

17.3.4 loss of anticipated savings (whether direct or indirect);

17.3.5 loss of reputation or depletion of goodwill (whether direct or indirect);

17.3.6 loss or corruption (whether direct or indirect) of data or information; or

17.3.7 indirect or consequential loss.

17.4 Phoenix will have no liability for any Service failure caused by any software, hardware, network or service provided by any third party (including any internet service provider, telecommunication provider or other infrastructure provider).

17.5 If Phoenix's performance of any of its obligations under this MSA and/or any Work Order is prevented, hindered or delayed by any act or omission by the Client or any failure by the Client to perform any relevant obligation ("**Client Default**"):

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17.5.1 without limiting or affecting any other right or remedy available to it, Phoenix shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve Phoenix from the performance of any of its obligations in each case to the extent the Client Default prevents, hinders or delays Phoenix's performance of any of its obligations;

17.5.2 Phoenix shall not be liable for any costs, expenses, losses, liabilities or damages whatsoever which are sustained or incurred by the Client arising directly or indirectly from Phoenix's failure or delay to perform any of its obligations as set out in this Clause 17.5; and

17.5.3 the Client shall reimburse Phoenix on written demand for any costs or losses sustained or incurred by Phoenix arising directly or indirectly from the Client Default.

17.6 Subject to clauses 17.1 to 17.5 inclusive:

17.6.1 Phoenix's maximum total liability arising under or in connection with any Work Order will be limited to an amount equal to 100 per cent of the total Fees payable under that Work Order in the Contract Year in which the event or last in the series of events giving rise to liability occurred; and

17.6.2 additionally, each Party's maximum total liability arising under or in connection with this MSA will be limited to £1,000,000 (one million pounds sterling).

18 INDEMNITIES IN RESPECT OF CERTAIN RISKS

18.1 Phoenix will indemnify the Client against any liability or cost (including reasonable legal fees) incurred by it or on its behalf as a result of any claim by a third party that the Services, when used in accordance with this MSA, infringe the Intellectual Property Rights of that third party (a "**Third Party IP Claim**"), but only if the Client:

18.1.1 promptly informs Phoenix in writing of such Third-Party IP Claim, setting out reasonable details;

18.1.2 does not make any admission, agree any settlement or otherwise dispose of such Third-Party IP Claim without Phoenix's prior written consent;

18.1.3 on request by Phoenix, gives to Phoenix conduct of such Third-Party IP Claim (including its negotiation and settlement); and

18.1.4 gives to Phoenix all reasonable information and assistance which Phoenix may request to assist it in defending or settling such Third-Party IP Claim.

18.2 Phoenix's obligations in clause 18.1 above will not apply if the Third-Party IP Claim is based on:

18.2.1 the use of the Services in combination with products or services not supplied by Phoenix;

18.2.2 any specification or set of requirements for a Service specified by the Client;

18.2.3 any modification or alteration of the Services by any person other than Phoenix or its authorised agents;

18.2.4 any third-party software, hardware or service comprised in the Service, except to the extent that Phoenix is able to achieve equivalent recovery from that third party (The Client recognising that only a fair portion of such recovery may be allocated to the Client); or

18.2.5 the failure of the Client to comply with this MSA or to follow Phoenix's reasonable instructions in respect of the Services.

18.3 If the Services or any part of them are found to infringe a third party's Intellectual Property Rights or other rights, whether as a result of a Third-Party IP Claim or otherwise, then Phoenix may, at its own expense:

18.3.1 modify the Services to avoid the infringement; or

18.3.2 procure for the Client from the third-party right holder the right to continue to receive the Services,

and, if neither of the above is (in Phoenix's reasonable opinion) commercially practicable, terminate each affected Work Order and refund the unused prorated portion of any Fees pre-paid by the Client, in which case Phoenix will have no further liability to the Client in respect of such affected Work Orders beyond that described in this clause 18.

18.4 The Client will indemnify and hold harmless Phoenix for any and all damages, losses, liabilities, costs (including legal costs), charges, expenses, actions, adverse judgements, proceedings, claims penalties, fines and demands incurred and/or suffered by and/or brought or made against Phoenix which arises out of or in connection with the Client's breach of clause 6.3 and Schedule 2.

19 TERM AND TERMINATION

19.1 This MSA will have effect from the Effective Date and, unless Terminated earlier in accordance with its terms, will expire 12 months after Termination of the last Work Order made under it.

19.2 In respect of the provision of Managed Services under this MSA, each Work Order will have effect from the Work Order Start Date for the duration of the initial term specified in the Work Order (the "**Initial Term**"), and will thereafter renew for successive further terms of 12 months' duration (each, a "**Renewal Term**" and, together with the Initial Term, the "**Service Term**") unless either Party, by not less than 90 days' notice to the other, to expire at the end of the Initial Term or then-current Renewal Term (as the case may be), elects not to renew it, in which case that Work Order will expire. At each renewal point Phoenix reserves the right to increase its Fees in accordance with its then current Service pricing.

19.3 Expiry or termination of any individual Work Order shall not affect any other individual Work Order or this MSA.

19.4 Either Party may terminate this MSA (and/or any or all Work Orders under it) on 30 days' written notice to the other if:

19.4.1 the other Party commits any material breach of this MSA and (if the breach can be remedied) it fails to remedy the breach within 30 days; or

19.4.2 the other Party commits a material breach of this MSA which is not capable of being remedied.

19.5 Without limitation, any breach by the Client of clause 6 (*The Client obligations in respect of the Services*) will be a material breach for the purposes of clause 19.4.

19.6 Either Party may terminate this MSA (and/or any or all Work Orders under it) immediately if:

19.6.1 the other Party passes a resolution for its winding up or a court makes an order for its winding up or dissolution (other than for the purpose of any bona fide amalgamation, merger or reconstruction);

19.6.2 an administration order is made in relation to the other Party that has not been set aside within seven days after the order has been made, or if a receiver is appointed over, or an encumbrancer takes possession of or sells, any material part of the assets or undertaking of the other Party;

19.6.3 the other Party makes an arrangement or composition with its creditors generally or makes an application to a court for protection from its creditors generally;

19.6.4 the other Party disposes of all its assets or a substantial part of its assets (other than for the purpose of any bona fide amalgamation, reconstruction or merger);

19.6.5 the other Party commences or has commenced against it any insolvency, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings, and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within seven days thereafter;

19.6.6 the other Party becomes insolvent or generally fails to pay or admits in writing its inability to pay its debts as they become due; or

19.6.7 the other Party is subject to any equivalent process or proceedings in any jurisdiction anywhere in the world.

20 CONSEQUENCES OF TERMINATION

20.1 Termination of this MSA or any Work Order made under it will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of Termination.

20.2 Phoenix will retain copies of any Client data hosted in the Services for 30 days following Termination following which Phoenix will delete it (The Client acknowledging that copies of such data may nevertheless persist in backups retained by Phoenix in the usual course of its backup cycle). The Client will be entitled on Termination to receive from Phoenix an electronic copy of such data in a commonly used format.

20.3 Promptly following Termination each Receiving Party will:

20.3.1 return to the Disclosing Party or (at the Disclosing Party's election) destroy all copies of the Disclosing Party's Confidential Information; and

20.3.2 upon request by the Disclosing Party, give to the Disclosing Party a certificate signed by an officer of the Receiving Party that it has done so.

20.4 Any provision of this MSA that expressly, by implication or by its nature is intended to come into or continue in force on or after Termination will do so.

21 CANCELLATION OR POSTPONEMENT OF PROFESSIONAL SERVICES

In instances where Phoenix is providing Professional Services as standalone projects, or as part of a Managed Service or under a Volume Service Agreement or as part of any Service offering:

21.1 If the Client requests that the provision of the Services by Phoenix be cancelled altogether:

21.1.1 less than forty-eight (48) hours before the planned start time of the Services being provided: 100% of the Fees payable for the cancelled Services shall be payable by the Client;

21.1.2 between forty-eight (48) hours and five (5) working days before the planned start time of the Services being provided: 50% of the Fees payable for the cancelled Services shall be payable by the Client; and

21.1.3 in excess of five (5) working days before the planned start time of the Services being provided no Fees shall apply.

21.2 If the Client requests that the provision of the Services by Phoenix be delayed or postponed to a later date but confirms that the Services are still required;

21.2.1 less than twenty-four (24) hours before the planned start time of the Services being provided: 100% of the Fees payable for the delayed/postponed Services shall be payable by the Client;

21.2.2 between twenty-four (24) and forty-eight (48) hours before the planned start time of the Services being provided: 50% of the Fees payable for the delayed/postponed Services shall be payable by the Client; and

21.2.3 between forty-eight (48) hours and five (5) working days before the planned start time of the Services being provided: 25% of the Fees payable for the delayed/postponed Services shall be payable by the Client but in excess of five (5) working days no Fees shall apply.

21.2.4 For the avoidance of doubt, any Fees payable by the Client pursuant to this Clause 21.2 shall be in addition the Fees payable to Phoenix by the Client for the performance of the Services.

22 SERVICE SUSPENSION

22.1 In addition to its termination rights in clause 19 (*Term and Termination*), and cancellation and postponement rights in clause 21 (Cancellation or Postponement of Professional Services), Phoenix will be entitled to suspend provision of the Services if:

22.1.1 The Client has failed to pay any Fees by the date falling 30 days after their due date for payment;

22.1.2 The Client breaches clause 6 (*The Client obligations in respect of the Services*);

22.1.3 Phoenix becomes entitled to Terminate this MSA or any Work Order pursuant to any of clauses 19.3 to 19.5; or

22.1.4 Phoenix, acting reasonably, deems it necessary to defend its systems or those of its other customers.

22.2 Phoenix will reinstate the Services:

22.2.1 in the case of suspension pursuant to clauses 20.1.1 to 20.1.3 inclusive, as soon as practicable following the Client rectification of the reason for suspension; and

22.2.2 in the case of suspension pursuant to clause 20.1.4, as soon as practicable when Phoenix, acting reasonably, no longer considers it necessary. The Client will not be entitled to any refund or discount on Fees in respect of any period of suspension.

23 FORCE MAJEURE

23.1 If a Party (the **"Affected Party"**) is prevented, hindered or delayed from or in performing any of its obligations under this MSA by a Force Majeure Event:

23.1.1 the obligations of the Affected Party which are affected by the Force Majeure Event are, to the extent affected only, suspended while the Force Majeure Event continues;

23.1.2 as soon as reasonably possible after the start of the Force Majeure Event the Affected Party will give notice to the other Party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this MSA;

23.1.3 the Affected Party will make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this MSA and to perform its obligations notwithstanding the Force Majeure Event; and

23.1.4 as soon as reasonably possible after the end of the Force Majeure Event the Affected Party will give notice to the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this MSA in full.

23.2 If the Force Majeure Event continues for more than 28 days (starting on the day the Force Majeure Event starts), the other Party may terminate this MSA by giving written notice to the Affected Party.

23.3 If Phoenix suspends provision of the Services in reliance on a Force Majeure Event, the Client will be entitled to a pro rata reduction of the Fees to reflect the period during which the Service is not provided by reason of that Force Majeure Event, which Phoenix will effect by way of a credit against its next invoice. This clause 23 will not otherwise operate to suspend the Client obligation to pay the Fees.

24 NON-SOLICIT

24.1 Each Party agrees that it will not, and will procure that its Affiliates will not, during the term of this MSA and for 12 months following its Termination, solicit, entice, induce or encourage or attempt to solicit, entice, induce or encourage any officer or employee of, or contractor to, the other Party or any of its Affiliates to leave the employment of or engagement with the other Party or its Affiliate (as the case may be), whether or not such person would commit any breach of his or her own contract of employment or engagement by so leaving.

24.2 If a Party breaches this clause 24 it will pay to the other Party immediately an amount equal to 15 per cent. of the relevant employee's first year's gross salary or the relevant contractor's first year's gross fees (as the case may be).

25 ASSIGNMENT AND SUBCONTRACTING

25.1 Phoenix may assign its rights under this MSA to any of its Affiliates, without restriction.

25.2 Subject to Schedule 2 (Data Processing) Phoenix may subcontract the whole or any part of the performance of its obligations under this MSA

25.3 The Client may not assign, subcontract or otherwise deal in any of its rights or obligations under this MSA without the prior written consent of Phoenix, not to be unreasonably withheld or delayed.

25.4 Each Party will, as against the other Party, remain liable for the acts and omissions of its subcontractors and assigns under or in connection with this MSA as if those acts and omissions were the acts and omissions of that Party itself.

26 NOTICES

26.1 Any notice required or permitted to be given under this MSA must be in writing, in English, and either sent by email, or (if a notice of termination or default) delivered personally or sent by courier such that the notifying Party can prove delivery of the notice, to the address of the notified Party at its principal place of business. Any notice will be deemed given:

26.1.1 if delivered by hand, at the time that the notice was left at the proper address;

26.1.2 if sent by courier, at the time recorded by the courier service; or

26.1.3 if sent by email, at 9am on the Business Day following sending.

26.2 This clause does not apply to the service of documents in connection with any litigation or arbitration proceedings.

27 DISPUTE RESOLUTION

27.1 Any dispute which may arise between the parties concerning this MSA shall be determined as provided in this Clause 27.

27.2 For the purpose of this Clause 27, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.

27.3 Unless this MSA has already been terminated by the date of the notice of dispute, Phoenix shall continue to perform its obligations set out in the Work Order that is subject to the dispute with all due diligence regardless of the nature of the dispute and

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the Client shall continue to make payments in accordance with the terms and conditions of this MSA.

27.4 After service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this Clause 27.4 shall be extendable by mutual agreement):

27.4.1 within five (5) Business Days, the Phoenix and Client Representatives shall meet to attempt to settle the dispute;

27.4.2 if the Phoenix and Client Representative are unable to reach a settlement within ten (10) Business Days from the date of service of the notice, the managing directors of each of the parties shall meet within the following ten (10) Business Days to attempt to settle the dispute; and

27.4.3 if no settlement results from the meeting specified in Clause 27.4.2 for the following twenty eight (28) days the parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the parties.

27.5 If no settlement is reached under Clause 27.4:

27.5.1 in the case of a dispute over purely legal issues, or where disposition of the legal issues would dispose of all other issues in dispute, the matter shall be brought before the English High Court in the most expeditious manner possible, and the parties agree to co-operate in the speedy conduct of such legal proceedings; and

27.5.2 in any other case, the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

28 GENERAL

28.1.1 This MSA constitutes the entire MSA between the Parties and supersedes and extinguishes all previous MSAs, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.1.2 Each Party acknowledges that in entering into this MSA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MSA. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this MSA.

28.2 Except where this MSA expressly provides otherwise, each Party will pay its own costs relating to the negotiation, preparation and execution of this MSA, and its own performance of this MSA.

28.3 Except where the MSA expressly provides otherwise, the Parties are independent contractors. Consequently, the provisions of this MSA will not, except where explicitly provided to the contrary, be interpreted as creating any association, relationship of agency or partnership between the Parties. Neither Party may bind the other in any

manner whatsoever or in favour of anyone whomsoever, except in accordance with this MSA.

28.4 This MSA contains the whole MSA between the Parties, and supersedes all prior MSAs, arrangements and understandings between the Parties, relating to its subject matter. Each Party acknowledges that, in entering into this MSA, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a Party to this MSA or not) (each, a **"Representation"**) other than as expressly set out in this MSA.

28.5 This MSA will be binding on the Parties' successors and assignees.

28.6 Except where expressly provided otherwise, a person who is not a Party to this MSA will have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it. Amendments to this MSA agreed by the Parties will not require the consent of any third party.

28.7 Any variation to the terms of this MSA must be made in writing and signed by the authorised signatories of each of the Parties. Any variation not so signed shall not be binding on the Parties.

28.8 If any provision of this MSA is held to be invalid or unenforceable for any reason, that provision will, if possible, be adjusted to the minimum extent necessary to make it valid, legal and enforceable rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the Parties. The nullity or adjustment of any provision of this MSA will not affect the validity and enforceability of any other provision of this MSA.

28.9 The rights and remedies under this MSA may be waived only by notice and in a manner that expressly states that a waiver is intended. The failure of a Party to enforce a provision of this MSA or any rights with respect thereto (or any delay in so doing) shall not constitute a waiver of that provision, right or remedy, or in any way affect the validity of this MSA. A waiver of any claim for a breach of this MSA will not operate to waive any claims in respect of any other breach.

28.10 This MSA and all non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law. The Parties hereby submit to the exclusive jurisdiction of the English courts.

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MASTER SERVICES AGREEMENT SIGNATURE PAGE

EXECUTED by the Parties

SIGNED by.....)
a duly authorised representative.....)
of **PHOENIX SOFTWARE LIMITED**:.....)

.....
Signature & Date

SIGNED by.....)
a duly authorised representative.....)
of **THE CLIENT NAME:** .....)

.....
Signature & Date

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SCHEDULE 1

Definitions and interpretation

1 Definitions

In this MSA and any Work Order made under it:

"**Affiliate**" means, in relation to a person, any person which Controls, is Controlled by or is under common Control with that person,

"**Applicable Law**" means any applicable law, rule, regulation, regulatory requirement; any form of secondary legislation or case law; and any guidance, direction or determination that either Party is bound to have regard to;

"**Business Day**" means a day which is not a Saturday, Sunday or public holiday in England;

"**Business Hours**" means 9.30am to 5.30pm on Business Days;

"Confidential Information" means any information disclosed by the Disclosing Party (or its Affiliate) to the Receiving Party, or which is received by the Receiving Party under or in connection with this MSA and which relates to the Disclosing Party (or its Affiliate), and that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including the terms of this MSA (including its schedules), but excluding any information that:

(a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its agents, officers or employees in breach of:

(i) this MSA; or

(ii) any other undertaking of confidentiality which is addressed to the Disclosing Party and which the Receiving Party is aware of or reasonably ought to be aware of,

and provided that any compilation of otherwise public information in a form not publicly known will nevertheless be treated as Confidential Information;

(b) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;

(c) the parties agree in writing is not confidential or may be disclosed; or

(d) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party;

"**Contract Year**" means, in respect of a Work Order, any 12-month period beginning on the Work Order Start Date or any anniversary of the Work Order Start Date during the Service Term;

"**Control**" means, in relation to a person, the ability to direct the affairs of that person, whether by way of contract, ownership of shares, power of attorney or otherwise (and Controls, Controlled and Controlling will be construed accordingly);

"**Disclosing Party**" means a Party to this MSA which (or whose Affiliate) discloses or makes available, directly or indirectly, Confidential Information;

"**Effective Date**" means the date of the last signature on this MSA;

"**Fees**" means any or all of the Fees payable for the Services as set out in the relevant Work Order;

"**Force Majeure Event**" means an event outside the reasonable control of either Party affecting its performance of its obligation under this MSA arising from acts, events, omissions, happening or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of god, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster;

"**Intellectual Property Rights**" means patents, trademarks, rights in respect of logos and get-up, trade names, designs, domain names, copyright, database rights, semi-conductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

"**Initial Term**" has the meaning given to it in clause 19.2;

"**ITIL**" means the Information Technology Infrastructure Library

"**Managed Services**" means Services which are not one off but are ongoing and recurring in nature and which renew automatically at the end of the Service Term unless notice is given in accordance with clause 19.2

"Phoenix Representatives" means Phoenix and any individuals whom it engages in connection with the Services.

"**Professional Services**" means the one-off implementation, support or other professional services to be provided by Phoenix to the Client, as set out in the relevant Work Order or Service Description;

""**Receiving Party**" means a Party to this MSA which (or whose Affiliate) receives or obtains, directly or indirectly, Confidential Information;

"**Renewal Term**" has the meaning given to it in clause 19.2;

"**Service Commencement**" means, in respect of a Work Order or Service Description, the date on which Phoenix makes the Services available to the Client.

"**Service Description**" means, in respect of a Service, the relevant Phoenix service description document describing that Service, as provided to the Client prior to execution of the relevant Work Order and as updated by Phoenix from time to time in accordance with this MSA. Service Description may also be referred to as Statement or Scope of Work, Proposal or any other equivalent document;

""**Service Levels**" means, in respect of any Services, the service levels applicable to that Service as determined in accordance with clause 9 (*Service Levels*);

"**Services**" means, in respect of a Work Order, the Phoenix services to be provided by Phoenix to the Client under that Work Order, as more particularly described in the applicable Service Description;

"**Service Term**" has the meaning given to it in clause 19.2;

"**Special Terms**" means, in respect of a Work Order, any additional terms applicable to the Services to be provided under that Work Order, as specified in the section of the Work Order marked "Special Terms";

"**Technical Support**" has the meaning given to it in clause 8;

"**Termination**" means, in respect of this MSA or any Work Order, its expiry or termination for any reason;

"**Work Order**" means any work order entered into between Phoenix and the Client, which complies with the requirements of clause 3 (*Work Orders*) and in such form as the parties may from time to time agree;

"**Work Order Start Date**" means the Work Order start date specified in the relevant Work Order or, if no such date is specified, the date of the last signature on the Work Order or (if unsigned) the date on which Phoenix begins, at the Client request, to implement the relevant Services; and

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994, or any equivalent or replacement tax.

2 Interpretation

2.1 IT service management terms which have defined meanings in ITIL (including but not limited to "**incident**", "**problem**" and "**resolution**") will have the same meanings when used in this MSA or any Work Order.

2.2 Clause, schedule and paragraph headings will not affect the interpretation of this MSA or any Work Order.

2.3 Wherever the words "**other**", "**in particular**", "**includes**", "**including**" or "**for example**" are used in this MSA or any Work Order, they are to be construed without limitation.

2.4 References in this MSA or any Work Order to a "**person**" include both natural and legal persons.

2.5 Unless otherwise stated, a requirement in this MSA or any Work Order that a communication be "**written**" or "**in writing**" includes email but does not include facsimile.

2.6 A reference to an enacted law, a statute or a statutory instrument is a reference to it as it is in force at the relevant time, taking account of any amendment, extension, re-enactment or replacement of it, and includes any subordinate legislation made under it and any binding decisions by a court of competent jurisdiction as to its or their correct interpretation. With effect from the date of the United Kingdom's exit from the European Union, a reference to a law of the European Union will be construed as a reference to its nearest English equivalent.

2.7 Any obligation in this MSA or any Work Order on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.

2.8 Any remedy given to a Party in this MSA or any Work Order will, unless expressly stated otherwise, be without prejudice to any other remedy that Party may have, whether under this MSA or at law.

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SCHEDULE 2

Data Protection Schedule

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule the following expression shall have the following meanings:

"Data Processing Details"	the description of the Personal Data processing activities contemplated by this MSA, as set out in the applicable Statement of Work.
"Data Protection Law"	the Data Protection Act 2018 and all applicable laws and regulations from time to time in force relating to data protection, privacy and the processing of personal data, including the GDPR.
"DP Regulator"	a regulatory, administrative, supervisory or governmental agency, body or authority (whether regional, national or supranational) with jurisdiction over the Personal Data processing activities contemplated by this MSA.
"GDPR"	the European General Data Protection Regulation, namely Regulation (EU) 2016/679.
"Loss"	any and all loss, liability, cost (including legal costs), expenses, actions, adverse judgement, proceedings, claims, penalties, fines and demands and **Losses** shall be construed accordingly.
"Personal Data"	the personal data that is processed by Phoenix Software on behalf of the Client in accordance with this MSA, as further described in the Data Processing Details.
"Safe Countries"	the countries that comprise the EEA, and in the event that the United Kingdom or any part of it falls outside the EEA, those countries and the United Kingdom or that part of it.
"Security Incident"	(a) the unlawful or unauthorised processing of Personal Data; or (b) any breach of security affecting the Personal Data (including (without limitation) a personal data breach as defined in the GDPR).

1.2 Unless the context otherwise requires **"controller"**, "**processor"**, "**processing**/**process"**, "**personal data", "personal data breach"** and "**data subject"** shall be interpreted and construed by reference to Data Protection Law.

1.3 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

2. DATA PROTECTION

2.1 The Parties hereby agree that, to the extent Phoenix Software processes Personal Data on behalf of the Client, Phoenix Software will act as a processor for and on behalf of the Client (as controller). A detailed description of the data processing activities, including the Personal Data concerned, is set out in the Data Processing Details.

2.2 To the extent that Phoenix Software acts as a processor for the Client with respect to the Personal Data, Phoenix Software shall:

2.2.1 only process the Personal Data for the purposes of performing its obligations under this MSA and in accordance with the written instructions given by the Client from time to time, unless Phoenix Software is subject to an obligation under applicable law (including Data Protection Law) of the UK, European Union or a member state of the European Union to do otherwise, in which case Phoenix Software shall (unless prohibited by law on important grounds of public interest) notify the Client in advance of that legal obligation;

2.2.2 immediately inform the Client if, in Phoenix Software's opinion, an instruction from the Client breaches a requirement of Data Protection Laws, provided that the foregoing obligation shall not be construed as an obligation on Phoenix Software to provide legal or professional advice or services to the Client and Phoenix Software shall have no liability for any Losses suffered or incurred by the Client as a result of Phoenix Software's failure to notify the Client as set out in this paragraph;

2.2.3 at the reasonable request of the Client (and at the Client's expense), provide to the Client such reasonable assistance as is contemplated by Article 28(3)(e) of the GDPR;

2.2.4 notify the Client in writing of each Security Incident of which it becomes aware. Phoenix Software shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the GDPR. In the event that Phoenix Software is unable to provide all of the information required under this Clause in accordance with the time limits set out above, Phoenix Software shall provide as much information as it is able to within those time limits and shall provide all further information as soon as reasonably practicable thereafter;

2.2.5 taking into account the nature of the processing and the information available to Phoenix Software; upon the reasonable request of the Client, and at the Client's sole cost and expense, Phoenix Software shall, within such reasonable timescales as Phoenix Software agrees in writing, provide the Client the following assistance;

(a) provide the Client with information in order to enable the Client to produce data protection impact assessments (**"DPIA**s**"**);

(b) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, in relation to the Personal Data, assist the Client in implementing appropriate security measures appropriate to that risk;

(c) where a DPIA requires provide the Client with information required in relation to consulting the DP Regulator; and

(d) following a Personal Data breach:

(i) provide the Client with such information as is necessary to allow the Client to notify data subjects; and

(ii) provide the Client with such information as is required under Article 33(3) of the GDPR.

2.2.6 ensure that appropriate technical and organisational measures are in place to safeguard against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and such measures shall meet the requirements of Article 32 of the GDPR on and from the date the GDPR applies;

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2.2.7 ensure that any of its personnel who are authorised to process the Personal Data are bound by a duty of confidence to maintain the confidentiality of the Personal Data;

2.2.8 upon conclusion of the Personal Data processing activities contemplated by this MSA, Phoenix Software will (as directed by the Client or, in the absence of any direction, as elected by Phoenix Software) securely return or securely destroy the Personal Data and all copies in Phoenix Software 's power, possession or control, unless Phoenix Software is required to keep such Personal Data for its compliance with applicable law.

2.3 Subject to paragraph 2.4, Phoenix Software shall provide the Client with all information reasonably requested by the Client to enable the Client to verify Phoenix Software's compliance with this paragraph 2. Without prejudice to the foregoing and upon one months' prior written notice from the Client, Phoenix Software shall assist the Client in undertaking an audit of Phoenix Software's compliance with the requirements of this paragraph 2 with respect to the Personal Data, provided that the scope of the audit and manner in which it is conducted will be agreed between the Parties in advance and shall ensure such audit does not adversely affect Phoenix Software's operations. The Client shall act reasonably and in good faith in exercising its audit rights under this paragraph 2.3 and Phoenix Software's costs and expenses incurred in assisting the Client with each audit shall be borne by the Client. The Client's audit rights as set out in this paragraph 2.3 shall not be exercised by the Client more frequently than once a year.

2.4 The provisions of paragraph 2.3 shall not apply to the extent that Phoenix Software has commissioned an independent third party audit which addresses the same audit scope as described at paragraph 2.3 within 6 months of the Client's audit request and Phoenix Software confirms there are no known material changes in the processing audited. In such circumstances the Client agrees to accept those findings in lieu of requesting an audit.

2.5 The Client acknowledges that Phoenix Software may transfer Personal Data outside of the Safe Countries. Phoenix Software shall ensure that, where such transfers take place, safeguards are put in place in order to comply with Data Protection Law and the Client agrees to provide such assistance as is reasonably required by Phoenix Software to ensure such transfer complies with such Data Protection Law.

2.6 Phoenix Software may subcontract the processing of Personal Data to any third party (each subprocessor). Phoenix Software shall notify the Client of each subprocessor that it intends to subcontract the processing of Personal Data to. If within fourteen (14) days of receipt of that notice, the Client notifies Phoenix Software in writing of any objections to the proposed appointment (such objections to be made on reasonable grounds which shall be limited to a reasonable belief of the Client that the requirements of paragraph 2.7 have not been satisfied), Phoenix Software shall not appoint (nor disclose the Client's Personal Data to) that proposed subprocessor until reasonable steps have been taken to address the objections raised by the Client and the Client has been provided with a reasonable written explanation of the steps taken. The Client acknowledges and agrees that any objection raised by the Client may cause or contribute to a delay or failure by Phoenix Software and/or its subprocessor to perform Phoenix Software's obligations under this MSA, and that Phoenix Software shall not be liable for any Losses suffered or incurred by the Client arising out of or in connection with any such delay or failure.

2.7 With respect to each subprocessor Phoenix Software will ensure that it has in place an agreement with the subprocessor that provides no less protection for Personal Data than those set out in paragraph 2. Phoenix Software shall remain responsible for the acts and omissions of its subprocessors.

2.8 This paragraph 2 shall remain in full force and effect at all times, notwithstanding the termination or expiry of this MSA.

Data Protection Details		
(A)	**Subject matter, nature and purpose of the processing of Personal Data under the MSA**	**Subject matter** The provision of [insert details] by Phoenix Software to the Client. **Nature** Processing activities, such as [storage, retrieval, analysing, data collection and data transfer will all be undertaken by Phoenix Software. **Purpose** Personal Data is processed in order for Phoenix to deliver the Services set out in the Service Description and Work Order
(B)	**Duration of the processing of Personal Data under the MSA**	For the term of the MSA unless the MSA is terminated earlier in accordance with its terms.
(C)	**Type of Personal Data processed under the MSA**	**Personal Data** Contact data (name, address, email address, phone numbers), **Special Categories of Personal Data** None **Criminal Records Data** None
(D)	**Categories of data subjects of the Personal Data processed under the MSA**	Past, present and prospective employees and personnel.

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