DEVOPSGROUP
MASTER SERVICES AGREEMENT

CUSTOMER NAME:

CUSTOMER REGISTERED ADDRESS:

CUSTOMER COMPANY NUMBER:

EFFECTIVE DATE:

This Master Services Agreement ("Agreement") is between DevOpsGroup Limited (registered number 08464231) a company incorporated and registered in England and Wales whose registered head office is located at Floor 22, Capital Tower, Greyfriars Road, Cardiff, UK CF103AG ("DevOpsGroup") and the customer identified above ("Customer") and is effective as of the date identified above ("Effective Date").

This Agreement allows Customer to purchase Services from DevOpsGroup under one or more Orders.

1. Overview. DevOpsGroup is a cloud adoption consulting company that provides customers: (a) engineering services; (b) platform support services; and, (c) application platform operations services; under one or more Orders.

2. The Services.

2.1   **Application of Agreement.** Unless otherwise agreed to in writing, the terms and conditions of this Agreement form part of each Order that Customer places for Services with DevOpsGroup.

2.2   **Approval.** If Customer is approved for credit, DevOpsGroup agrees to perform, on the terms and conditions set out herein, the services and other obligations (including the provision, delivery, testing and acceptance of Deliverables) described in an Order (collectively, the "Services"). Orders are described in one or more of: "Order Form", "Signed Order Form", "Service Schedule" and/or "Statement of Work".

2.3   **Permitted Use.** Customer may access and use the Services only for its internal business purposes in accordance with the Order and this Agreement.

2.4   **Restrictions.** Customer will not (and will not permit anyone else to do any of the following: (a) provide access to, distribute, sell or sublicense the Services to a third party; (b) use the Services on behalf of, or to provide any product or service to, third parties; (c) use the Services to develop a similar or competing product or service; (d) scrape, data mine, reverse engineer,

decompile, disassemble or seek to discover or access the source code, underlying ideas, underlying user interface techniques or algorithms, or non-public APIs to or unauthorized data from the Services, except to the extent expressly permitted by Law (and then only with prior notice to DevOpsGroup); (e) modify or create derivative works of the Services or copy any element of the Services; (f) remove or obscure any proprietary notices in the Services or otherwise misrepresent the source of ownership of the Services; (g) publish benchmarks or performance information about the Services; (h) interfere with the Services' operation, circumvent access restrictions or conduct any security or vulnerability test; (i) transmit any viruses or other harmful materials into the Services; (j) engage in any fraudulent, misleading, illegal or unethical activities related to the Services; (k) use the Services to store or transmit material which contains illegal, inappropriate or racially or morally offensive topics or content; (l) remove any proprietary notices or labels. Although DevOpsGroup has no obligation to monitor Customer's use of the Services, DevOpsGroup may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. **Customer Obligations.** Customer is responsible for: (a) ensuring that its network and systems comply with the relevant specifications provided by DevOpsGroup; (b) procuring, maintaining and securing its network connections and telecommunications links from its systems to DevOpsGroup's data centres; (c) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and, (d) providing, free of charge to DevOpsGroup, all information and assistance reasonably required by DevOpsGroup to peform its obligations.

4. **Suspension of Services.**   If necessary, in the sole opinion of DevOpsGroup, and without any liability to DevOpsGroup, DevOpsGroup may suspend Customer's access to Services if: (a) Customer breaches Section 2.4 (Restrictions), Section 3 (Customer Obligations), Section 5 (Third Party Platforms); (b) Customer's account is 20 days or more overdue; (c) Customer's actions risk harm to other customers or the security, availability or integrity of the Services; (d) DevOpsGroup is obliged to comply with an order, instruction or request of government, an emergency services organisation or other competent administrative authority; (e) DevOpsGroup reasonably believes that any of the Customer's Affiliates will not make any payment which is to fall due to DevOpsGroup; or, (f) a credit limit with DevOpsGroup is exceeded by Customer. Once Customer resolves the issue requiring suspension, DevOpsGroup will promptly restore Customer's access to the Services in accordance with this Agreement.

5. **Third-Party Platforms.**

5.1. **Third-Party Platform.** Customer may choose to use the Services with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. DevOpsGroup does not warrant, support, control, and has no liability for, Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data. If

Customer enables a Third-Party Platform with the Services, DevOpsGroup may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

5.2. **Interoperability.** The Services may contain features designed to interoperate with Third-Party Platforms. DevOpsGroup cannot guarantee the continued availability of such features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Platform ceases to make the Third-Party Platform available for interoperation with the corresponding features in a manner acceptable to DevOpsGroup.

5.3. **Third Party Cooperation.** If DevOpsGroup requires Third Party Platforms to assist the delivery of Services or for Customer's use as part of the Services, DevOpsGroup shall provide the third-party software to Customer under the licence terms provided by the relevant third parties, copies of which shall be provided to Customer, and Customer agrees to be bound by such licence terms. Upon termination of this Agreement or an Order, Customer shall permit removal of any third-party software installed on Customer configuration by DevOpsGroup or its representatives. DevOpsGroup makes no representation or warranty regarding Third Party Platforms, and shall have no Liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party, except that DevOpsGroup has the right to use or provide the third-party software in accordance with the third party licence terms.

5.4. **Warranties for Third Party Platforms.** If Customer uses any Third Party Platforms with the Services, Customer represents and warrants to DevOpsGroup that it has the legal right to use them. If DevOpsGroup has agreed to install, patch, or otherwise manage software in reliance on the Customer's license with a Third Party Platform, then the Customer represents and warrants that it has a written license agreement with that vendor that permits DevOpsGroup to perform these activities. On DevOpsGroup's request, the Customer shall certify in writing that it is in compliance with the requirements of this section and any other software license restrictions that are part of this Agreement and shall provide evidence of its compliance as DevOpsGroup may reasonably request. If the Customer fails to provide the required evidence of licensing to DevOpsGroup, and continues to use the software, DevOpsGroup may: (i) charge the Customer its standard fee for the use of the software in reliance on DevOpsGroup's licensing agreement with the vendor until such time as the required evidence is provided, or (ii) suspend or terminate the applicable Services.

6. **Commercial Terms.**

6.1. **Fees.** Fees are as described in each Order ("Fees"). Customer agrees to pay all Fees and reimbursable expenses that are invoiced. Unless Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewals are at DevOpsGroup's then-current rates, regardless of any discounted pricing in a prior Order. Payment under this Agreement and an Order must be received by DevOpsGroup within 30 days of the date of invoice or immediately following receipt of invoice if an Insolvency Event occurs.

6.2.   **Payment.** All charges must be received in full without deduction, set-off, counterclaim or withholding together with VAT (if applicable). All sums referred to in an Order are stated exclusive of VAT.

6.3.   **Overdue Accounts.** If the Customer fails to pay any charges (in whole or in part) by the due date, DevOpsGroup may charge interest at the rate of 8% per annum above the Bank of England base lending rate from time to time calculated from the invoice date until the date payment is made, whether before or after judgement.

6.4.   **Set-Off By DevOpsGroup.** Without prejudice to any of its other rights and remedies, DevOpsGroup may set off any Liability of the Customer's Affiliates to DevOpsGroup against any Liability of DevOpsGroup to the Customer's Affiliates.

6.5.   **Affiliate Orders**. An Affiliate of Customer may enter its own Order(s) as mutually agreed with DevOpsGroup. This creates a separate agreement between the Affiliate and DevOpsGroup incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has rights under each other's agreement with DevOpsGroup, and breach or termination of any such agreement is not breach or termination under any other.

7.   **Warranty and Disclaimer.**

7.1.   **No Warranty.**   Unless excluded by Law, Customer acknowledges and agrees that DevOpsGroup makes no representation or warranty about the Services.

7.2.   **Disclaimer.** Unless otherwise agreed to in writing under an Order, all Services are provided "AS IS". DevOpsGroup and its subcontractors and Affiliates make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. Without limiting its express obligations herein, DevOpsGroup does not warrant that Customer's use of the Services will be uninterrupted or error-free or that the Services will meet Customer's requirements, operate in combination with Third Party Platforms used by Customer or maintain Customer Data without loss. DevOpsGroup is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside DevOpsGroup's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

8.   **Term and Termination.**

8.1.   **Term.** This Agreement starts on Effective Date and continues until all Services are delivered under all Orders and this Agreement is terminated, unless otherwise terminated earlier by one of the parties.

8.2. Recurring Services. Recurring Services will commence on the date set forth in an Order and continue for the term described therein, and for each subsequent term until terminated.

8.3. Convenience. Subject to the terms of any specific Order, either party may terminate this Agreement at any time upon the completion of all active Order(s) by providing not less than 90 days written notice.

8.4. Cause. Without prejudice to any other rights and remedies, DevOpsGroup may terminate this Agreement and any Order, if: (a) Customer materially breaches the terms of this Agreement or an Order, and fails to cure the breach within 10 days following notice by DevOpsGroup; (b) Customer ceases to carry on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (c) Customer makes or offers to make any arrangement or composition (including any voluntary arrangement) with any one or more of its creditors, or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Customer; (d) any resolution or petition to wind up the Customer is issued, passed or presented (other than for reconstruction or amalgamation), or if a receiver is appointed over any of the Customer's assets; (e) sums are overdue to DevOpsGroup under any invoice and remain overdue following expiry of 14 days' notice from DevOpsGroup; (f) if DevOpsGroup reasonably suspects Customer is failing to comply with its obligations under section 3; or, (g) the performance of this Agreement or an Order is interfered with by a Force Majeure Event of 60 days or more.

8.5. Effect of Termination. On termination, except as otherwise described in this Agreement or an Order: (a) all licences granted hereunder shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Deliverables and other items (and all copies of them) belonging to the other party; (c) DevOpsGroup may destroy or otherwise dispose of any of the Customer Data in its possession, unless DevOpsGroup receives, no later than 10 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by DevOpsGroup in returning or disposing of Customer Data; and, (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

8.6. Variation. DevOpsGroup may vary the terms of this Agreement or an Order, or introduce changes or updates to the Services, as required by its suppliers or to take account of changes in Law. In such cases, DevOpsGroup will give reasonable notice to the Customer. Where such variation causes a material change to this Agreement, an Order or Services, the Customer may terminate in its sole discretion within 30 days of being notified of the variation. Except as expressly permitted under this Agreement or an Order, any other variation shall be in writing and signed by a duly authorised representative of each party.

8.7. **Survival.** These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 3 (Customer Obligations), 6 (Commercial Terms), 7 (Warranty and Disclaimers), 8 (Termination), 9 (Ownership and Licenses), 10 (Limitations of Liability), 11 (Infringement and Indemnification), 12 (Confidentiality), 13 (Data Protection), 15 (Disputes), 17 (General Terms) and 18 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

9. **Ownership and Licenses.**

9.1. **Reservation of Rights.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for DevOpsGroup's rights in this Agreement, between the parties Customer retains all Intellectual Property and other rights in Customer Data and Customer Materials provided to DevOpsGroup. Except for Customer's rights in this Agreement, DevOpsGroup and its licensors retain all intellectual property and other rights in its Services, and Deliverables and related DevOpsGroup technology, templates, formats and dashboards, including any modifications or improvements to these items made by DevOpsGroup. DevOpsGroup may generate and use usage data to operate, improve, analyze and support the Service and for other lawful business purposes. If Customer provides DevOpsGroup with feedback or suggestions regarding the Services or other DevOpsGroup offerings, DevOpsGroup may use the feedback or suggestions without restriction or obligation.

9.2. **License to Customer IP.** If Customer provides DevOpsGroup with Customer IP, Customer hereby grants to DevOpsGroup, during the term of this Agreement and all related Orders, a limited, worldwide, non-exclusive, non-transferable, royalty-free, right and license (with right of sub-license where required to perform the Services) to use Customer IP solely for the purpose of providing the Services. Customer represents and warrants that is has all rights in the Customer IP necessary to grant this license, and that DevOpsGroup's use of Customer IP shall not infringe on the Intellectual Property rights of any third party.

9.3. **Reusable Components.** DevOpsGroup shall own all Reusable Components created in providing the Services or contained in the Deliverables. Subject to the Customer's compliance with the terms of this Agreement, DevOpsGroup grants to the Customer an unlimited, worldwide, non-exclusive, royalty free right and license to use: (a) any Reusable Components provided by DevOpsGroup to the Customer as part of the Services (excluding any third party software and Open Source Software and Deliverables) solely for the Customer's internal use and as necessary for the Customer to enjoy the benefit of the Services during the term of the Order; and, (b) any Reusable Components provided by DevOpsGroup to the Customer as part of the Deliverables (excluding any third party software and Open Source Software) solely for the Customer's internal use in perpetuity.

9.4. **Open Source Licenses**. If DevOpsGroup distributes or otherwise provides for Customer use any Open Source Software as part of the Services then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between this Agreement and an open source license, the open source license shall prevail.

10. **Limitations of Liability.**

10.1. **Consequential Damages Waiver**. Except for Excluded Claims, neither party (nor its Affiliates) will have any Liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

10.2. **Liability Cap.** Except for Excluded Claims, each party's entire liability arising out of or related to this Agreement or an Order will not exceed in the aggregate the amounts paid by Customer to DevOpsGroup during the prior twelve (12) months under the Order which relates to the claim made.

10.3. **Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Sections 2.4 (Restrictions) or 3 (Customer Obligations), (b) either party's breach of Section 12 (Confidentiality) (but excluding claims relating to Customer Data); (c) claims under Section 11 (Infringement and Indemnification); claims under section 14 (TUPE); or (d) any claim for death or personal injury caused by a party's gross negligence or willful misconduct, fraud or fraudulent misrepresentation by a party, breach of the terms implied by section 12 of the Sale of Goods Act 1979, or any matter in respect of which it would be unlawful to exclude or restrict liability.

10.4. **Nature of Claims and Failure of Essential Purpose**. The waivers and limitations in this section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

11. **Infringement and Indemnification.**

11.1. **Infringement.** If the delivery of the Services infringes the Intellectual Property of a third party and DevOpsGroup determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services such that they do not infringe, then DevOpsGroup may terminate the infringing Services on 90 days' notice and shall not have any liability on account of such termination except to refund amounts paid by Customer to the extent that Customer was unable to use the Services.

11.2.   **IP Indemnity.** Subject to the limitations herein, DevOpsGroup shall indemnify and hold harmless and keep indemnified and hold harmless the Customer against all Liabilities, losses, actions, proceedings, damages, costs (including reasonable legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by the Customer or a member of the Customer's Affiliates arising from any judgment upon a third party claim of infringement of that third party's Intellectual Property rights or other proprietary rights ("Infringement Claim") based upon the DevOpsGroup's performance of the Services.

DevOpsGroup's obligation under this Section 11.2 is subject to the conditions that (a) Customer promptly notifies DevOpsGroup in writing of any Infringement Claim and fully cooperates with DevOpsGroup in the defence of such Infringement Claim; (b) DevOpsGroup has sole control of such defence, hiring of legal counsel, and all negotiations for any settlement; and (c) Customer refrains from admitting to any wrongdoing or liability or otherwise compromising the defence of the Infringement Claim in whole or in part without the express prior written permission of DevOpsGroup.

11.3. **Cooperation by Customer.** Customer shall not provide information to the party bringing the Infringement Claim and DevOpsGroup may settle any Infringement Claim without the Customer's consent provided such settlement (a) includes a release of all covered Claims; (b) does not contain an admission of liability by the Customer; and (c) does not impose undue obligations on the Customer. Should any Services become, or in DevOpsGroup's opinion be likely to become, the subject of any Infringement Claim, then Customer permits DevOpsGroup, at DevOpsGroup's sole discretion and expense, to either (x) procure for DevOpsGroup and/or the Customer the right to continue using such Deliverable or Services; or (y) replace or modify it so that it becomes non-infringing; or (z) require Customer to return the Deliverable or Services and grant Customer a credit for the price paid for the portion of the infringing Deliverable or Service, less a charge based upon the depreciation of the Deliverable on a three year, straight-line basis.   This Section 11.3 states the entire liability of DevOpsGroup with respect to an Infringement Claim, and DevOpsGroup shall have no additional liability hereunder or otherwise with respect to any alleged or proven infringement.

11.4.   **No Liability.** DevOpsGroup has no obligation or liability under section 11 with respect to any Infringement Claim which is based upon or results from (a) DevOpsGroup's compliance with the Customer's instructions or requirements; (b) where DevOpsGroup provides personnel on a staff augmentation basis and those personnel comply with the instructions provided by the Customer; (c) the combination of any Deliverable with any equipment, device, firmware, or documentation or software not furnished by DevOpsGroup as set out in the specifications, applicable Statement of Work, or Contract; (d) any modification of the Deliverable by Customer or third party on its behalf; (e) unauthorized use of the Deliverable or Services not in accordance with specifications or documentation; or, (f) Customer's failure to install or have installed changes, revisions or updates as instructed by DevOpsGroup; Customer agrees to indemnify, defend and hold harmless DevOpsGroup against any claim involving acts or omissions by DevOpsGroup or its contractors as described in this section.

12.   **Confidentiality.**

12.1. **Definition.** "Confidential Information" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. DevOpsGroup's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Services. Customer's Confidential Information includes Customer Data.

12.2. **Obligations.** As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and, (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for DevOpsGroup, its Affiliates and subcontractors), provided it remains responsible for their compliance with this Section 12.2 and they are bound to confidentiality obligations no less protective than this Section 12.2.

12.3. **Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

12.4. **Protection.** Each party shall ensure will establish and maintain such security measures as are reasonably necessary to provide for the safe custody of the other's Confidential Information in its possession, and to prevent unauthorized access to Confidential Information. Customer shall ensure all of its representatives who receive Confidential Information of DevOpsGroup are bound by an equivalent restriction on non-disclosure and confidentiality as between DevOpsGroup and Customer.

12.5. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of Section 12.

13. **Data Protection.**

13.1. Both parties will comply with all requirements of applicable data protection legislation. This obligation is in addition to, and does not relieve, remove or replace, a party's obligations or rights under applicable data protection legislation.

13.2. Both parties acknowledge that: (a) if DevOpsGroup processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and DevOpsGroup is the processor for the purposes of the data protection legislation; and, (b) the personal data may be transferred or stored outside the EEA or the country where the Customer and its authorised users are located in order to carry out the Services and DevOpsGroup's other obligations under this Agreement.

13.3. Customer acknowledges and agrees that: (a) it shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data; (b) details of the Customer's name, address and payment record may be submitted to a credit reference agency; and, (c)

Customer Data will be processed by DevOpsGroup and its suppliers worldwide for the purposes of delivering Services. Details of DevOpsGroup's privacy policy may be found on DevOpsGroup's website or will be provided on request.

13.4. Customer represents and warrants that it has all required consents and notices in place to enable lawful transfer of the personal data to DevOpsGroup for the duration and purposes of this Agreement so that DevOpsGroup may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.

13.5. **Data Processing Addendum.** Where Customer Data is processed as part of the delivery of the Services, the parties will enter into DevOpsGroup's data processing addendum ("DPA"). If so required, for formality, you must execute a copy of the DPA and return it to us. If there is any conflict between the DPA and this Agreement in respect of the parties' obligations, the terms of the DPA shall prevail. Customer also agrees to the GPDR Standard Contractual Clauses (2021) which are incorporated by reference into our DPA (where applicable).

13.6. **Required Disclosures.** Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

14. **TUPE.**

14.1.   DevOpsGroup and the Customer do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations ("TUPE") will apply to transfer the employment or engagement of any employee to DevOpsGroup, or any contractor of DevOpsGroup in connection with this Agreement.

14.2.   The Customer shall indemnify and hold harmless and keep indemnified and held harmless DevOpsGroup and all members of DevOpsGroup against all liabilities, losses, actions, proceedings, damages, costs (including legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by DevOpsGroup arising out of or connected with: (a) the transfer or alleged transfer of the employment or engagement of any employee to DevOpsGroup, or any contractor of DevOpsGroup pursuant to the Employment Regulations or otherwise; and, (b) the employment or engagement or termination of employment or engagement of any employee by DevOpsGroup, any contractor of DevOpsGroup, the Customer, a contractor and/or any sub-contractor.

14.3. Without prejudice to section 14.2, if any employee claims or it is determined that his or her contract of employment or engagement has been transferred to DevOpsGroup pursuant to the Employment Regulations then:
(a) DevOpsGroup will endeavour to, within 28 days of becoming aware of that fact, give notice in writing to the Customer; (b) the Customer may offer employment to such person within 14 days of the notification or take such other steps as it considers appropriate to deal with the matter; (c) if such offer is accepted (or if the situation has otherwise been resolved by the Customer), DevOpsGroup shall release the person from his employment; (d) if after the 14 day period has

elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved, DevOpsGroup may give notice to terminate the employment of such person and rely on the indemnity at Section 14.2 above.

15. **Disputes.**

15.1. The Parties agree to handle any Disputes between the parties in connection with this Agreement as follows:

(a) Operating Level Resolution. The parties will have a period of 10 days to attempt to resolve the dispute at the operating level.
(b) Escalation to Vice Presidents. If the dispute is not resolved pursuant to Section 15.1(a), either party may escalate the dispute by providing written notice and explanation to a Vice President of each party, who will have a 10 day period to attempt to resolve the dispute.
(c) Escalation to Senior Executives. If the dispute is not resolved pursuant to Section 15.1(b), either party may escalate the dispute by providing written notice and explanation to a senior executive of each party who will have a 10 day period to attempt to resolve the dispute.
(d) Other Remedies. If the dispute is not resolved pursuant to Section 15.1(c), the parties shall refer the dispute to arbitration in accordance with section 15.2.

15.2. All Disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The location of the arbitration shall be London, England. The parties waive all rights to trial by jury.

16. **Acceptance.**

16.1. This section 16.1 only applies if specific deliverables are explicitly set out on a fixed-fee/fixed outcome in an Order Form or Service Schedule. For clarity, this Section 16.1 does not apply to time and materials Order Forms or Service Schedules which are orders for consulting hours towards an outcome. Customer shall be deemed to have accepted a deliverable or Service unless Customer, within fourteen (14) days from the completion date, gives DevOpsGroup written notice to the effect that the deliverable or Service fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. DevOpsGroup will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following: If it is found that the deliverable or Service in question fails to conform to the specifications, DevOpsGroup shall remedy the deficiency within sixty (60) days. If it is found that the deliverable or Service in question fails to conform to the specifications and DevOpsGroup, within sixty (60) days of receipt of the above said notice, corrects the deficiencies, the Customer will provide DevOpsGroup with written acknowledgement of its acceptance of said deliverable or Service. If it is found that the deliverable or Service in question does, in fact, conform to the specifications, the Customer shall reimburse DevOpsGroup for the time and material cost of the investigation at the rates specified in this Agreement or in the applicable SOW.

17. **General Terms.**

17.1. **Assignment.** Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Notwithstanding the foregoing, DevOpsGroup may assign any or all of its rights under this Agreement (and any related order document) to any Affiliate or subcontractor upon providing ten (10) days' notice to Customer.

17.2. **Governing Jurisdiction**. The laws of England and English law will govern any dispute, cause of action or claim arising out of this Agreement or use of the Services, including against any DevOpsGroup affiliate ("Dispute"), without giving effect to conflict-of-law principles.

17.3. **Notices.** Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered English mail (return receipt requested); or, (c) one day after dispatch if by a commercial overnight delivery service. Either party may update its address with notice to the other party. DevOpsGroup may also send operational notices to Customer by email. Customer shall immediately notify DevOpsGroup in writing of any changes relevant to the provision of Services (including a change of address or other contact information).

17.4. **Entire Agreement.** This Agreement (which includes all terms and conditions herein, all Orders under this Agreement and all related Order documentation (Order Form, Signed Order Form, Service Schedule, Statement of Work), DevOpsGroup's Privacy Policy any Non-Disclosure Agreement and if signed, the Data Processing Addendum, and all appendices/exhibits thereto) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

17.5. **Amendments.** Any amendments, modifications or supplements to this Agreement or an Order must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by DevOpsGroup. Nonetheless, with notice to Customer, DevOpsGroup may modify the Services to reflect new features or changing practices, but the modifications will not materially decrease DevOpsGroup's overall obligations.

17.6. **Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

17.7. **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic, or natural disaster (a "Force Majeure Event").

17.8. **Subcontractors.** DevOpsGroup may use subcontractors and permit them to exercise DevOpsGroup's rights, but DevOpsGroup remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

17.9. **Independent Contractors.** The parties are independent contractors, not agents, partners or joint venturers.

17.10. **Export.** Customer shall not use the Services if located in any jurisdiction in which the provision of the Services is prohibited under English Laws or other laws (a "Prohibited Jurisdiction") and Customer will not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. Customer confirms that it is not named on any English government list of persons or entities prohibited from transaction with any person; (b) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not allow persons to access or use the Services in violation of any English or other export embargoes, prohibitions or restrictions; and, (d) Customer will comply with all Laws regarding the transmission of data exported from the country in which Customer (or authorized users) is located to England.

17.11. **Anti-Bribery.** Each party shall: (a) comply with all Laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010; (b) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the requirements set out in clause 4.1 thereof, and will enforce them where appropriate; and, (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the Agreement.

17.12. **Non-Solicitation of Employees.** Neither party shall, during the term of the Agreement and related Orders and for a period of 12 months after termination: (a) solicit or endeavour to entice away from the other party any employee of the other party for employment; or, (b) offer employment or otherwise engage or facilitate the employment or engagement of any employee of the other party, whether or not such person would be in breach of contract as a result of such employment or engagement and except where it results from a bona fide public recruitment advertisement.

17.13. **Additional Orders and Authority.** Customer may place an additional Order via e-mail or via other electronic means as specified by DevOpsGroup from time to time. Each accepted additional Order shall be subject to, and shall form part of, this Agreement. DevOpsGroup shall

have no obligation to confirm whether an e-mail was validly sent by the Customer if it appears to originate from the Customer's Internet domain name. Customer warrants that "authorised contacts" specified in the Contract or entered on any DevOpsGroup website by the Customer are authorised to enter into additional Orders on behalf of the Customer. Customer shall keep secure any password provided by DevOpsGroup and acknowledges that any instruction given to DevOpsGroup by a person using this password shall be deemed to have been made by the Customer.

17.14. **Interpretation.** Terms in the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation. The words "including" and "includes" shall be construed without limitation.

17.15. **Publicity**. Neither party may publicly announce this Agreement or an Order except with the other party's prior consent or as required by Laws. However, DevOpsGroup may include Customer and its trademarks in DevOpsGroup's customer lists and promotional materials but will cease such use at Customer's written request.

17.16 **Arbitration.** Except where a party seeks injunctive relief in advance of an arbitration claim, all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrators appointed in accordance with the said Rules.

18. **Definitions.**

"Affiliate" means an entity that controls, is controlled by or is under common control with either Customer or DevOpsGroup (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether ownership of voting securities, by contract or otherwise.

"Customer Data" means any data, content or materials that Customer (including its users) creates within or submits to DevOpsGroup, including to or from Third-Party Platforms.

"Customer Materials" means all documents, products or materials provided by Customer to DevOpsGroup in relation to an Order.

"Deliverables" means any output of the Services to be provided by DevOpsGroup to the Customer as specified in an Order, and any other document, product, or material provided by DevOpsGroup to Customer in relation to the Services.

"DPA"   means   the   Data   Processing   Addendum   referenced   herein. "Documentation" means DevOpsGroup's usage guidelines and standard technical documentation for the Services.

"Intellectual Property" and "IP" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Laws" means all relevant local, regional, national and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"Liability" means liability in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise.

"Open Source Software" means open source software defined by the Open Source Software Initiative.

"Order" means a customer's order for Services under this Agreement. An Order shall be described in one or more of the following: "Order Form", "Signed Order Form", "Statement of Work", "Services Schedule" depending on the circumstances.

"Order Form" means an unsigned DevOpsGroup quotation or purchase order raised by the Customer referencing the DevOpsGroup quotation, and in either case is accepted by Customer and DevOpsGroup.

"Reusable Components" means Intellectual Property that may be created in providing the Services that (i) is capable of broad reuse in software development or information systems, (ii) is not uniquely applicable to the Customer's services or products, and (iii) does not by or in itself constitute a competitive advantage for the Customer.

"Service Schedule" means the service specific terms as may be agreed by the parties and incorporated into this Agreement by reference, and contain additional service specific terms and conditions that apply to the Service(s) identified in an Order Form.

"Services" has the meaning found in a Service Schedule, Order Form, Signed Order Form, or Statement of Work, and are the outputs of DevOpsGroup responsible for creating a Deliverable.

"Signed Order Form" means a DevOpsGroup quotation that is signed, including by way of signature, by the Customer and returned, including by way of email or other equivalent electronic transmission, to DevOpsGroup, or a purchase order raised by the Customer referencing the DevOpsGroup quotation, and in either case accepted by Customer and DevOpsGroup.

"Statement of Work" means the schedule of work to be performed by DevOpsGroup in order to deliver the Services described on the Signed Order Form, and any Deliverables that flow therefrom.

"Term" means the term for Customer's use of the Services as identified in an Order.

"Third-Party Platform" means any platform, software, add-on, service or product not provided by DevOpsGroup that Customer elects to integrate or enable for use with the Services.

Agreed as of the Effective Date by each party's authorized representative:

DEVOPSGROUP LIMITED	**[INSERT FULL CUSTOMER LEGAL NAME]**
By_____	By: _____
Name of Representative:	Name of Representative:
Business Title:	Business Title: