

## CAMBRIDGE NETWORKS LTD - MASTER SERVICE TERMS (MST)

MST Version: 2.01

### PARTIES

- (1) **“Supplier” or “Cambridge Networks” is Cambridge Networks Limited** incorporated and registered in England and Wales with company number 03596759 whose registered office is at Broughton Business Centre, Causeway Road, Broughton, Huntingdon, Cambridgeshire, England, PE28 3AR.
- (2) **“Customer”** is the company or other organisation with a registered organisation name, registration number and registered office address as specified in the Approved Quote for a current Master Managed Support Agreement. Where a Master Managed Services Agreement is not in place, Customer is the named person or organisation specified on the Approved Quote.

### BACKGROUND

- (A) Cambridge Networks is the provider of certain IT services.
- (B) The Customer wishes to use Cambridge Networks’ services to support in its business operations.
- (C) Cambridge Networks has agreed to provide and the Customer has agreed to pay for Cambridge Networks’ services subject to the terms and conditions of this Master Service Terms (MST), and any relevant Approved Quote and Service Schedule.

### TERMS

#### 1. DEFINITIONS

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement (including the Service Schedules and Quotes).

**Master Managed Services Agreement (MMSA):** A Master Managed Services Agreement is formed when a Customer signs or approves a Quote for one or more support services and that quote specifies that it is a Master Support Quote. The Master Support Quote will specify the Initial Services to be provided to the customer, and will reference Service Schedules which define what is included in those Initial Services.

**Additional Orders:** Customer may order additional services from time to time, by approving a Quote for additional services “Approved Quote”. Where the Approved Quote increases the quantity of a services that the Customer already has an Agreement for (indicated by the Customer already being invoiced monthly for that service), no new Agreement is formed, unless explicitly stated in the Quote or Service Schedule – the quantity will be adjusted from the date of the Order, Go Live Date, or 1<sup>st</sup> day of the next month as appropriate, but all other terms of the original Agreement remain unchanged. Where a customer does not already have an Agreement for a service specified on a Quote, Additional Orders between Customer and Cambridge Networks will be subject to these Master Service Terms and any stated Service Schedule, and when the quote is approved will form a new Agreement. Where an Additional Order or Service Schedule indicates a variation to

these Master Service Terms, that variation (for example Initial Term) only applies to that specific Additional Order, and does not vary these Master Service Terms for other Additional Orders.

**Agreement:** a new Agreement is formed each time Customer signs or approves a Quote for a service that the Customer does not already have an Agreement in place with Cambridge Networks. This Quote becomes an Approved Quote – which defines the products and services being ordered, initial quantity, initial price, Initial Term and any specific deliverables and obligations of Cambridge Networks or the Customer. The specific deliverables and obligations may be included by way of a Service Schedule. Over time, the Quantities and unit price may change, as the customer adds or removes devices/users. For ongoing services, what is currently covered by the Agreement can be identified by reference to the Monthly Invoice.

**Approved Quote:** When the customer has approved, either with a signature or an online quote acceptance, the contents of the Quote and the related Service Schedules becomes an Approved Quote.

**Business Day:** any day which is not a Saturday, Sunday or public holiday in the UK.

**Confidential Information:** all confidential information (however recorded or preserved) disclosed by one party to the other party whether before or after the Effective Date in connection with the Services including any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

**Consumer Prices Index:** the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

**Core Hours:** 08:30 – 17:00 on a Business Day.

**Core Systems:** Devices owned by the customer notified to Cambridge Networks as being present at a Customer office or other location (subject to Cambridge Networks accepting to support those systems), Broadband and Leased Line Internet connectivity on the Approved ISP list, plus Third Party Services supplied to the customer by Cambridge Networks.

**Customer Data:** any data (including personal data) that is supplied to Cambridge Networks by or on behalf of the Customer, or which Cambridge Networks is required to generate, process, store or transmit pursuant to this Agreement.

**Data Protection Legislation:** any applicable laws and regulations from time to time relating to privacy or the use or processing of Personal Data, including the Data Protection Act 2018; Regulation EU 2016/679 (“GDPR”) and any legislation transposing the provisions of the GDPR or broadly similar provisions into English law.

**Devices:** IT equipment such as Desktop PCs, Laptops, Workstations, Servers, switches firewalls or other IT equipment as may be specified in a Quote or Service Schedule.

**Device Limit:** the maximum number of Devices as set out in the applicable Approved Quote or Service Schedule.

**Effective Date:** the date of a recurring service is the date the most recent Approved Order for a Master Managed Support Agreement. In the case of Additional Orders,

the Effective Date will be the date that the Quote is approved, becoming an Approved Quote, unless an effective date is specified in that Quote.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Fees:** the fees payable to Cambridge Networks for the Services, as set out in the applicable Approved Quote.

**Go Live Date:** the date set out in the applicable Approved Quote, or as mutually agreed by Cambridge Networks and Customer.

**Hardware, Software, Cloud services and License Provision:** the procurement and implementation of hardware; the purchase and or rental of software licences; the procurement and supply of Cloud services; and/or the support of Software as set out in an Quote.

**Monthly Invoice:** Cambridge Networks invoices for most ongoing services each month, for the coming month. The current quantity and unit price of services that are covered by the Agreement will be as specified on the most recent Invoice, which will reflect any increases or reductions over time since the MMSA or Approved Quote, where such changes have been notified to Cambridge Networks by e-mail.

**Professional Services:** the consultancy and engineering services provided by Cambridge Networks as set out in a Quote or Statement of Work.

**Quote:** A quote will describe the Services, the Software and the Hardware and Licence Provision, to be provided by Cambridge Networks (as applicable) together with the timetable for their performance, associated Fees and any related matters. The Quote will be an Approved Quote when the customer has approved either with a signature or an online quote acceptance.

**Service Level Agreements (SLA):** the service level agreements that may be set out in each Service Schedule.

**Services:** Managed Support, Hardware, Cloud, Software and License Provision, Professional Services, Backup and DR services, or other service as described in a Service Schedule as applicable, given the context in which the term **Services** is used.

**Statement of Work:** a written statement of work that identifies and defines the scope of the specific Services to be provided by Cambridge Networks under this Agreement and the corresponding Quote. Each Statement of Work shall be subject to and incorporate all of the terms and conditions of these Master Service Terms. A Statement of Work will only be generated if the Quote or Service Schedule do not include the relevant detail.

**Support Hours:** means Business Hours unless different hours are agreed in an Approved Quote.

**Software:** all software provided by the Customer from time to time for installation on, or installed by the Customer on Customer Devices. Software shall include all software licences purchased by Cambridge Networks on behalf of the Customer.

**Initial Term:** This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with clause 13. Additional Orders will have an Initial Term as specified in the Approved Quote. If no Initial Term is specified in the Quote, the Initial Term will be 12 months from date of approval of the Quote.

**Renewal Term:** After the expiry of the Initial Term, any Agreement will automatically become a rolling Agreement, and will carry on in force, until terminated under the Termination clause of the agreement.

**Third Party Services:** services delivered to the Customer by a company other than Cambridge Networks, as set out in an applicable Quote.

**User:** those employees, agents and independent contractors of the Customer that use the Customer's systems or authorised by the Customer to contact Cambridge Networks for support.

**User Limit:** the maximum number of Users that are permitted to use a specified service as set out in the applicable Approved Quote.

**Virus:** any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.10 If there is any conflict or inconsistency between the provisions of the Schedules and the provisions of any Approved Quote, the provisions of the Approved Quote shall prevail.

- 1.11 Words such as **including**, **for example**, **such as**, **e.g.**, or other words that indicate that examples falling within more general wording follow, shall be construed as not limiting the scope of that more general wording.

## 2. SERVICES

- 2.1 During the Initial Term and any subsequent Renewal Term, Cambridge Networks shall use reasonable endeavours to perform the Services set out in an Approved Quote and its corresponding Statement of Work (if applicable), in accordance with Service descriptions in the applicable Schedule.
- 2.2 Unless otherwise agreed, all Services shall commence on the Go Live Date.
- 2.3 Each Approved Quote shall be part of this Agreement and shall not form a separate contract to it.

## 3. CUSTOMER DATA

- 3.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of its input to the Customer Data.
- 3.2 Cambridge Networks shall take all reasonable measures to prevent loss, destruction, alteration or disclosure of Customer Data stored on a system managed by Cambridge Networks. In the event of any loss or damage to Customer Data, Cambridge Networks shall, at the Customer's cost, use reasonable endeavours to promptly restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Cambridge Networks. Recovery of lost or damaged Customer Data by Cambridge Networks shall be the Customer's sole and exclusive remedy relating to the same.
- 3.3 If Cambridge Networks processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Data Controller and Cambridge Networks shall be a Data Processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation), and in any such case:
- 3.3.1 both parties will comply with the Data Protection Legislation;
- 3.3.2 the Customer shall ensure that the Customer has all necessary appropriate consents and notices in place to enable the lawful transfer of the relevant personal data to Cambridge Networks so that Cambridge Networks may lawfully process the personal data in accordance with this Agreement on the Customer's behalf;
- 3.3.3 Cambridge Networks shall process Customer Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time unless Cambridge Networks is required by the laws of England and Wales applicable to Cambridge Networks to process personal data (**Applicable Laws**). Where Cambridge Networks is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Cambridge

Networks shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Cambridge Networks from so notifying the Customer;

- 3.3.4 Cambridge Networks shall ensure that all personnel who have access to and/or process Customer Data are obliged to keep the Customer Data confidential;
- 3.3.5 each party shall notify the other without undue delay on becoming aware of a personal data breach;
- 3.3.6 Cambridge Networks shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require;
- 3.3.7 Cambridge Networks shall maintain a list of Subprocessors that may process Customer Data on behalf of Cambridge Networks or the Customer. The list of Subprocessors is maintained at [www.cambridgenetworks.co.uk/terms/subprocessors](http://www.cambridgenetworks.co.uk/terms/subprocessors)
- 3.3.8 notwithstanding any provisions of the Agreement, Cambridge Networks shall not appoint any third party to process Customer Data (“**Subprocessor**”) notifying Customer, and subject in all cases to Cambridge Networks:
- (i) providing reasonable prior notice to the Customer of the identity and location of the Subprocessor and a description of the intended processing to be carried out by the Subprocessor to enable the Customer to evaluate any potential risks to Customer Data; and
  - (ii) imposing legally binding contract terms on the Subprocessor which are the same as those contained in this Agreement.
- 3.3.9 Cambridge Networks shall not transfer any personal data outside of the UK or the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or Cambridge Networks has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) Cambridge Networks complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred,
- 3.3.10 each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;

3.3.11 at the Customer's written request, Cambridge Networks shall delete or return all Customer Data to the Customer, and delete all existing copies unless required by applicable law to retain Customer Data.

3.4 The Customer acknowledges that Cambridge Networks is reliant on the Customer alone for direction as to the extent Cambridge Networks is entitled to use and process the Customer Data. Consequently, Cambridge Networks shall be entitled to relief from liability in circumstances where a data subject makes a claim or complaint with regards to Cambridge Networks' actions to the extent that such actions directly result from instructions received from the Customer.

#### **4. CAMBRIDGE NETWORKS' OBLIGATIONS**

5.1 Cambridge Networks will provide the Services in accordance with the descriptions in the applicable Schedules in all material respects. Cambridge Networks will perform the Services in a good and professional manner and in accordance with applicable law.

5.2 Where Cambridge Networks provides the Customer with Service Desk Support, Cambridge Networks will comply with the Service Level Agreements with effect from the Go Live Date.

5.3 Cambridge Networks does not promise that the Services will be uninterrupted, error-free, or completely secure. The Customer acknowledges that there are risks inherent in internet connectivity.

5.4 The Services are provided by Cambridge Networks on an "as is" basis and Cambridge Networks disclaims any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. The Customer is solely responsible for the suitability of the Services chosen.

5.5 Cambridge Networks does not have knowledge of the data the Customer stores within its systems, including the quantity, value or use of the data. The Customer is therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss.

5.6 Cambridge Networks shall notify the Customer of any planned interruption of the Services by email.

#### **6 CUSTOMER'S OBLIGATIONS**

6.1 The Customer shall:

6.1.1 only use the Services in accordance with the terms of this Agreement;

- 6.1.2 ensure that the maximum number of Users or Devices in use on the premises or connecting to the managed customer network shall not exceed the User Limit or Device Limit as applicable that it has purchased from time to time;
- 6.1.3 maintain a written, up to date list of current Users and number of Devices and provide such list to Cambridge Networks within five (5) Business Days of Cambridge Networks' written request at any time;
- 6.1.4 for the Initial Term of this Agreement and for twelve (12) months thereafter, permit Cambridge Networks or Cambridge Networks' designated auditor to have access to all of the Customer's records and computer systems and to use such software audit tools as may reasonably be required to audit the Customer's use of Managed Support Service in order to establish the Customer's compliance with clause 6.1.2 and the terms of this Agreement;
- 6.1.5 provide Cambridge Networks with:
  - 6.1.5.1 all necessary co-operation in relation to this Agreement; and
  - 6.1.5.2 all necessary access to such information available to the Customer as may reasonably be required by Cambridge Networks including access to the Customer's third party vendors, and at the Customer's cost, in order to render the Services. In particular the Customer shall provide Cambridge Networks with Customer Data, security access information and software interfaces to the Customer's other business applications;
- 6.1.6 provide such personnel assistance as may be reasonably requested by Cambridge Networks from time to time;
- 6.1.7 ensure that the Software and any Third Party Software is used in a proper manner by competent trained employees only or by persons under their supervision;
- 6.1.8 not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software or Services provided in whole or in part;
- 6.1.9 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 6.1.10 use reasonable security precautions in connection with its use of the Services;
- 6.1.11 cooperate with Cambridge Networks' reasonable investigation of Service outages, Incidents, security problems, and any suspected breach of the Agreement; and
- 6.1.12 carry out all other Customer responsibilities set out in this Agreement or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Cambridge



Networks may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

6.2 The Customer warrants that it shall comply with all licence terms relating to Software and Third Party Services and shall indemnify and hold Cambridge Networks harmless against any loss of damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising.

6.3 To the extent that any act or omission of the Customer prevents or delays Cambridge Networks' ability to meet its obligations under this Agreement, Cambridge Networks shall not be considered in default of its obligations under this Agreement to the extent so prevented or delayed. Any reasonable expense to Cambridge Networks resulting from such delay shall be added to the Fees and any timescales shall be extended accordingly.

6.4 The Customer and Cambridge Networks believe that the Employment Regulations will not apply to this Agreement. If, however it is held that the Employment Regulations do apply the Customer shall indemnify Cambridge Networks in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Cambridge Networks including all legal expenses and other professional fees (together with any VAT thereon) in relation to:

6.4.1 the termination by the Customer of the employment of any employees engaged by it in the provision of the Services immediately before the Effective Date ("**the Employees**");

6.4.2 anything done or omitted to be done by Cambridge Networks in respect of any of the Employees; and

6.4.3 any claim made at any time by any employee of the Customer who claims to have become an employee of or have rights against Cambridge Networks by virtue of the Employment Regulations.

6.5 The Customer and Cambridge Networks agree to work together to promptly resolve any disputes arising out of or in connection with this Agreement.

## **7 CHARGES AND PAYMENT**

7.1 During the Initial Term and subsequent Renewal Term, Cambridge Networks shall invoice the Customer the Fees for the Services set out in the Approved Quote in accordance with the payment schedule set out in the Approved Quote.

7.2 Where Services have begun before or after the Go Live Date, Fees payable by the Customer shall be charged on a pro-rata basis.

7.3 All Fees are exclusive of any taxes including value added tax, which shall be added to Cambridge Networks' invoice(s) at the rate required by law.

- 7.4 Cambridge Networks may invoice the Customer at any time for additional fees directly incurred by Cambridge Networks in relation to software licenses it licenses to the Customer under this Agreement or in relation to costs incurred under clause 6.3, and the applicable Approved Quote shall be amended accordingly.
- 7.5 Each invoice is due and payable within 30 days of the invoice date. If Cambridge Networks has not received payment of undisputed sums properly due (and on the basis that the Customer shall nevertheless pay undisputed sums when due) within 5 Business Days after the due date, and without prejudice to any other rights and remedies of Cambridge Networks:
- 7.5.1 Cambridge Networks shall be entitled to suspend performance of its obligations under this Agreement forthwith until it receives such payment; and
- 7.5.2 interest shall accrue on such undisputed due amounts at an annual rate equal to 5% over the then current base lending rate of Barclays Bank at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.6 Cambridge Networks will take monthly service fees by Direct Debit within 30 days of the invoice date, unless otherwise agreed. Where Customer has agreed, other invoices incurred in the preceding month will also be taken by Direct Debit on the same monthly payment.
- 7.7 If any of the information or audits in clause 6.1.3 or 6.1.4 reveal that Users or Devices are in excess of the User Limit or Device Limit or the Customer is otherwise using the Services other than in accordance with the terms of this Agreement, then without prejudice to Cambridge Networks' other rights, the Customer shall pay to Cambridge Networks an amount equal to any such underpayment as calculated in accordance with Cambridge Networks' then current price list within ten (10) Business Days of the date of the relevant information being received or the audit (as applicable) together with any costs incurred by Cambridge Networks in relation to the audit.
- 7.8 Cambridge Networks may from time to time review the cost of providing services, or the level of time consumed in delivering various services to the Customer, and may notify Customer of an increased level of fees commensurate with the support required by the customer. If, during the Initial Term, the proposed level of fee increase exceeds the Consumer Price Index plus 5% in any Calendar Year, the Customer will have the right to invoke termination clauses, if Customer does not believe the increases are fair.

## 8 RISK AND TITLE

8.1 Risk of damage to, or loss of, any tangible property provided to the Customer under the Hardware and License Provision services (“**Property**”) shall pass to the Customer at the earlier of:

8.1.1 the time at which the Property is delivered to the Customer; or

8.1.2 the time when Cambridge Networks or its agent has attempted to deliver the Property to the Customer and any inability to complete such delivery is due to an inaction or action of the Customer.

8.2 Notwithstanding when risk in any Property sold by Cambridge Networks to Customer passes to the Customer, title in the Property shall not pass to the Customer until Cambridge Networks has received full payment of the Fees for the Property. If such associated Fees are not paid in full, then title in the Property shall not pass to the Customer and without prejudice to Cambridge Networks’ other rights and remedies, Cambridge Networks reserves the right to recover and resell the Property and, for that purpose, the Customer grants to Cambridge Networks an irrevocable licence to enter the premises where the Property is located during normal business hours. The Customer shall keep the Property wholly identifiable and distinguishable from other goods until such time that title passes to the Customer.

## 9 CHANGE CONTROL

9.1 If either party requests a change to the scope or execution of the Services, Cambridge Networks shall, within a reasonable time, provide a written estimate to the Customer of:

9.1.1 the likely time required to implement the change;

9.1.2 any variations to the Fees arising from the change; and

9.1.3 any other impact of the change on the terms of this Agreement.

9.2 If either party requests a change to the scope of the Services, the other party shall not unreasonably withhold or delay consent to it.

9.3 If the Customer wishes Cambridge Networks to proceed with the change, Cambridge Networks has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges, and any other relevant terms of this Agreement to take account of the change; which the parties shall endeavour in good faith to do.

## 10 PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that Cambridge Networks and/or its licensors own all intellectual property rights in and to the Services and Software. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or Software or any related documentation.

10.2 This clause shall survive termination of this Agreement, however arising, and continue in force without limit in time.

## **11 CONFIDENTIALITY**

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or

11.1.2 was in the other party's lawful possession without restriction on disclosure before the disclosure to it; or

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

11.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; but only to the extent so required.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Cambridge Networks acknowledges that all non-public information concerning the business of Customer, including the Customer Data, is the Confidential Information of the Customer.

11.5 This clause 11 shall survive termination of this Agreement, however arising, and continue in force without limit in time.

11.6 Notwithstanding the foregoing, after the Go Live Date and upon Cambridge Networks' reasonable request to the Customer, the parties may mutually agree a

press release and/or case study in relation to Cambridge Networks' provision of the Services to the Customer.

## **12 LIMITATION OF LIABILITY**

12.1 Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law:

12.1.1 Cambridge Networks shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Cambridge Networks by the Customer in connection with the Services; and

12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement.

12.2 Nothing in this clause 12 or any other term of this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation or other fraud, or personal injury or death caused by its negligence, or any other liability that cannot be excluded by law.

12.3 Neither party will be liable to the other in any way whether in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise for:

12.3.1 any special, incidental, economic or indirect loss or damages;

12.3.2 any loss or corruption (whether direct or indirect) of data or information, subject to clause 3.2;

12.3.3 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

12.3.4 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

12.3.5 any loss or liability (whether direct or indirect) under or in relation to any other contract,

howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.

12.4 Cambridge Networks' total aggregate liability to the Customer in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise arising out of, or in connection with the performance or contemplated performance of this Agreement or any collateral contract shall be limited to the total Fees paid to Cambridge Networks by the Customer set out in the applicable Approved Quote for

the Services that are the subject of the Customer's claim in the 12 months preceding the event giving rise to the loss or, if the claim arose during any period before 12 months had elapsed, during that shorter period.

## **13 TERMINATION**

### **13.1 Upon expiry of any Initial Term:**

13.1.1 Services included in a Cambridge Networks Master Managed Services Agreement will continue on a rolling basis into a Renewal Term, with a Minimum Notice period of no less than 3 calendar months, unless otherwise agreed in writing.

13.1.2 Cloud Services and other Third Party Services – Termination and Minimum Notice periods will be as defined in the relevant Service Schedule.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement and the Services without liability and with immediate effect by giving written notice to the other if:

13.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

13.2.3 an order is made or a resolution is passed for the winding up of the other party; or

13.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or notice of intention to appoint an administrator is given by the other party or its directors; or

13.2.5 a receiver is appointed of any of the other party's assets or undertaking; or

13.2.6 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

13.2.7 the other party ceases, or threatens to cease, to trade; or

13.2.8 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.3 In the event that, upon the occurrence of any of the events listed in clauses 13.2.3 to 13.2.6 above, Cambridge Networks is unable to terminate this Agreement by reason of the operation of law or regulation, Cambridge Networks' continued provision of the Services shall be subject to and conditional upon the insolvency practitioner appointed to conduct the affairs of the Customer giving a personal guarantee in

respect of the Fees and charges incurred by the Customer from the date of occurrence of such event onwards.

13.4 Either party may terminate this Agreement at any time by giving not less than three calendar months' prior written notice. The notice must expire on or after the expiry of the Initial Term. After expiry of that notice, the parties will not execute any further Approved Quotes, unless otherwise agreed in writing, all then current Approved Quotes will continue until completed and upon completion of the last outstanding Approved Quote, this Agreement shall terminate.

13.5 Either party may immediately terminate any individual Approved Quote at any time with immediate effect by giving written notice to the other party if the other party commits a material breach of any of the terms of that Approved Quote (including non-payment of Fees) and if such a breach is remediable fails to remedy that breach within 30 days of that party being notified in writing of the breach

13.6 Termination of an Approved Quote pursuant to clause 13.5 does not affect any other Approved Quotes (or the Agreement) which shall continue in full force and effect.

13.7 Where an Approved Quote is terminated pursuant to clause 13.5 or as a result of termination of the Agreement pursuant to clause 13.1, then the Customer shall pay all Fees for Services supplied up to the date of termination but which have not yet been paid, calculated on a pro-rata basis.

13.8 On termination of this Agreement for any reason, and subject to the provisions of clause 13.4:

13.8.1 all licences granted under this Agreement shall immediately terminate;

13.8.2 Customer shall immediately cease using any Services provided by Cambridge Networks;

13.8.3 each party shall return and make no further use of any equipment, software, property, materials, Confidential Information and other items (and all copies of them) belonging to the other party or the licensors of the other party;

13.8.4 Cambridge Networks shall cease to use the Customer Data and, at the Customer's cost, migrate all Customer Data to the Customer or a replacement Cambridge Networks appointed by the Customer provided that such transfer does not violate Data Protection Legislation or other applicable law; and

13.8.5 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

## **14 NON SOLICITATION**

14.1 Customer acknowledges and agrees that Cambridge Networks have invested considerable sums and incurred considerable time and expense in the training and management and development of their personnel. In addition to the

technical skills, by delivering a service to Customer, Cambridge Networks staff have developed and been guided to the skills and knowledge to understand the Customer IT environment better than an external job applicant. Therefore, if Customer considers recruiting an employee of Cambridge Networks, either directly or indirectly during the course of the Specified Service or for one calendar year from the date of completion of the Specified Service, Customer will notify Cambridge Networks of any such engagement as soon as practical. If an offer of employment is made by the Customer directly or indirectly and accepted by an employee of Cambridge Networks (or to a person who has been an employee of Cambridge Networks within 6 months prior to the offer) whilst a Support Agreement is in place or within one calendar year of the completion of a Support Agreement or other supply of services, then the Customer agrees to pay Cambridge Networks immediately an amount equivalent to 35% of the annual salary offered to such personnel.

14.2 With respect to the fee calculation in 14.1 - Cambridge Networks does have significant experience of recruiting IT staff. If Customer decides to advertise/recruit for an IT role, Cambridge Networks is capable and willing to support the Customer in specifying the appropriate role, and to help in the interview and selection process. This is not included in the support fee and would be a chargeable service. If Customer does engage Cambridge Networks in the recruitment process on a paid-for basis and keep Cambridge Networks informed of the process, if the selected candidate is one of Cambridge Networks employees, Cambridge Networks will agree to reduce the fee due under clause 14.1 to 25%. Cambridge Networks will consider reducing the fee due in clause 14.1 lower, subject to prior discussion before the recruitment process, and open and constructive engagement throughout the recruitment process.

## **15 FORCE MAJEURE**

15.1 Neither party shall have any liability to the other under this Agreement due to it being prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents that are not reasonably foreseeable and are beyond its reasonable control, including strikes, lock-outs or other industrial disputes (not involving its own workforce or that of its subcontractors), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or prevention or delay (by acts, events, omissions or accidents as above) of performance by its suppliers or sub-contractors. The affected party shall promptly notify the other of such an event and its expected duration, and shall use all reasonable endeavours to mitigate the effects of its failure to perform and to resume performance in accordance with this Agreement as soon as possible. If the force majeure event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 12



weeks, the party not affected by the force majeure event may terminate this agreement by giving 2 weeks' written notice to the affected party.

## **16 WAIVER**

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **17 SEVERANCE**

17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **18 ENTIRE AGREEMENT**

18.1 This Agreement and any other documents referred to in this Agreement, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.2 Each of the parties acknowledges and agrees that in entering into this Agreement, and for each Approved Quote, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Master Service Terms, a Service Schedule, or the relevant Approved Quote.

## **19 ASSIGNMENT**

19.1 The Customer shall not, without the prior written consent of Cambridge Networks, (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **20 NO PARTNERSHIP OR AGENCY**

20.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise

to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **21 COUNTERPARTS**

21.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

## **22 THIRD PARTY RIGHTS**

22.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **23 NOTICES**

23.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, by e-mail, or sent by pre-paid first-class post or recorded delivery post to the other party and addressed at the addresses of the relevant Parties defined on page 1;

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received when sent (or if delivery is not in business hours, at 9 am on the first Business Day following delivery)

## **24 GOVERNING LAW AND JURISDICTION**

24.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

24.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).