



MASTER SERVICES AGREEMENT

This agreement is made and entered into as of [Date] ("Effective Date") by and between Redsquad Communications Limited incorporated and registered in England and Wales with company number 04968485 whose registered offices are at Studio2 , Limelight, Elstree Way, Borehamwood, Herts, WD6 1JH ("The Supplier")

And

[Company Name] with company number [Company Number] whose registered offices are at [Registered Company Address] ("The Client").

The Supplier and The Client are also each referred to individually as a "Party ", and together as the "Parties ".

The Parties have agreed the terms of this Agreement as set out in this document.

AGREED ON BEHALF OF REDSQUID COMMUNICATIONS LIMITED

Signed by:

Name:

Title:

Date:

AGREED ON BEHALF OF THE CLIENT

Signed by:

Name:

Title:

Date:

1. AGREEMENT STRUCTURE

1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to each Agreement.

1.2 This MSA is an overall contractual framework governing the provision of Services by The Supplier to The Client. Where The Client requires specific Services to be provided by The Supplier, the Parties will agree an Order Form. The term will be specified on the order, if no such term is specified the agreement will be for a minimum term of 36 months, unless otherwise stated, from the commencement of each Service

1.3 Each agreement of an Order Form operates as a separate agreement for the provision of the specific Service(s) as set out in the Order Form, and is made up of the following documents (referred to as an "Agreement" under this MSA) all relevant Service Specific Terms applicable to the Services set out in the Order Form; and

the Order Form, incorporating the appropriate Service Description and any relevant Statement of Work.

1.4 This MSA is supplemented by the following which shall apply to the provision of the Services and are incorporated into this document by reference:

the Acceptable Use Policy;
the Operations Manual; and
the Service Level Agreement.

1.5 Each Agreement is a separate agreement and shall be interpreted without reference to any other Agreement, Service Specific Terms or Order Form.

1.6 In the event of conflict between the terms making up each such Agreement, the following order of precedence shall apply where those items earlier in the list shall take precedence over those items later on: (i) the Order Form and any relevant Service Descriptions; (ii) the Service Specific Terms; (iii) the Clauses of this MSA; (iv); the terms of any Schedules to this MSA; (vi) the Operations Manual; and (vii) the Acceptable Use Policy.

2. THE GOODS & SERVICES

2.1 The Supplier will provide each Service for the Fees in accordance with the terms of the Agreement.

2.2 Any goods or equipment provided by The Supplier shall be provided on a temporary basis (to be returned

at The Supplier's request following termination of the relevant Agreement), unless specifically documented in an Order Form as being sold to The Client. Any goods sold shall be on the basis that risk transfers to The Client on delivery, but title shall not pass until The Supplier has received payment in full for the goods and all monies owed by The Client to The Supplier; and in the meantime, The Client holds the goods as bailee for Supplier. The Client irrevocably agrees that The Supplier may enter its premises during Business Hours to recover goods to which The Supplier retains title if The Client is in breach of any Agreement or on termination.

2.3 Any goods or equipment provided by The Client shall remain the client's and they shall retain responsibility, risk and title in and for them. The Supplier will hold them as bailee. The Client shall be responsible for insuring them with a reputable broker (including for any damage or loss they may cause while they are on The Supplier's premises).

2.4 For the avoidance of doubt, the scope of Services (including but not limited to RMM, patching, backup and security services) shall be defined in the applicable Order Form, Service Description or Statement of Work

2.5 Where the Client already has equivalent tooling, software or services in place, onboarding activities will be adjusted accordingly and may not be required. Any impact on scope or Fees will be agreed in writing between the Parties.

3. RELATIONSHIP AND GOVERNANCE

3.1 Each Party will cooperate with the other Party in good faith in the performance of its respective activities contemplated by the Agreement through, among other things, making available, as reasonably requested by the other Party, such management decisions, information, resources, facilities, technology, approvals and acceptances in order that the provision of the Service under the Agreement may be accomplished in a proper, timely and efficient manner. Except as expressly provided otherwise, where agreement, approval, acceptance or consent of either Party is required by any provision of the Agreement, such action will not be unreasonably withheld or delayed.

3.2 The Parties shall meet or communicate as required to discuss the delivery and receipt of the Services, any Change Order proposals and any other issues relating to the Services and may agree a more regular meeting commitment as required (to be specified in an Order Form or Statement of Work).

4. FEES AND PAYMENT

4.1 The Client will pay the Fees as set out in the applicable Order Form. Unless otherwise stated in the Order Form, all invoices are payable within 30 days of the invoice date

4.2 All Fees are stated exclusive of VAT or other local applicable equivalent taxes, which shall be paid by The Client at the rate and the manner prescribed by law from time to time.

4.3 If a Direct Debit payment is missed, cancelled or recalled, The Client shall incur a £25 administration fee per occurrence. The Client acknowledges refusal to pay invoices via Direct Debit, will also incur a £25 administration fee per invoice and remove any agreed Multi product discounts.

4.4 The Client accepts that the networks and suppliers will increase their tariffs either in line with inflation (RPI & CPI), or otherwise, these increases will be passed on to The Client by informing them with 30 days' notice.

4.5 All Fees shall be paid without set-off or counterclaim and without any deduction or withholding.

4.6 The Client may request a preferred Direct Debit collection date, which The Supplier will use reasonable endeavors to accommodate

5. CLIENT RESPONSIBILITIES

5.1 In addition to any other responsibilities or obligations described in the Agreement (including in the Service Specific Terms and the applicable Order Form), The Client shall:

(a) appoint a manager in respect of the Services to be performed under each Order Form, such person as identified in the Order Form. That person shall have

authority to contractually bind The Client on all matters relating to the relevant Services (including by signing Change Orders);

(b) provide access to The Client's premises and data and other facilities as may reasonably be requested by The Supplier and agreed with The Client in advance, for the purposes of performing the Services;

(c) provide to The Supplier, in a timely manner, such materials, documentation, instructions and other information as The Supplier may reasonably require in order to perform the Services and ensure that they are accurate and complete in all material respects.

(d) secure any underlying rights, licenses, wayleaves and consents and comply with any regulatory requirements associated with The Client's use of the Services, or which relate to The Client's industry or regulatory requirements.

(e) implement from time to time The Supplier's reasonable recommendations in relation to capacity and design, in particular to ensure that the Services are not under-dimensioned for their intended purpose;

(f) use the Services in accordance with the Acceptable Use Policy; and

(g) not, unless set out in the Order Form, offer services, whether by way of resale or otherwise, are similar to or competitive to those provided by The Supplier to any other client of The Supplier, including but not limited to internet access or other connectivity services.

5.2 The Client acknowledges that The Supplier's performance is dependent on The Client's timely and effective performance of its responsibilities and other timely decisions and approvals. The Client will be responsible for any losses or claims arising from:

(i) a failure by The Client, its third-party contractors or other agents to perform its responsibilities in a timely and / or adequate manner; or

(ii) any other act or omission of The Client, its third-party contractors or other agents which The Client knew, or ought reasonably to have known, would result in any failure or delay to the Services; or

(iii) failure of The Client Equipment ("Client Event").

5.3 The Supplier will be excused from failures to perform, or delays in performance of, its obligations under the Agreement ("Supplier Default ") to the extent that:

- (i) a The Client Event causes or contributes to a A Supplier Default; or
- (ii) a Supplier Default is caused by The Supplier following an express instruction from The Client.

5.4 The Supplier will:

- (i) notify The Client as soon as reasonably practicable after it becomes aware of each Client Event;
- (ii) use its reasonable endeavours to continue to perform despite the Client Event; and
- (iii) use its reasonable endeavours to mitigate the adverse consequences of the Client Event.

5.5 Notwithstanding that The Supplier may be impeded from the performance of its obligations as a result of a Client Event, The Supplier will be entitled: (i) to continue to invoice (and The Client must pay) the Fees in relation to all Services notwithstanding the Client Event;

(ii) to receive an equitable adjustment in the performance schedule to take into account the impact of the delay (to be no less than the period of delay caused by the Client Event) and increased compensation to reflect any additional costs and expenses incurred (including in relation to any Supplier personnel which should have been providing the Services); and

(iii) to charge The Client for additional resources required as a result of the Client Event. Unless otherwise agreed, The Client shall pay The Supplier's applicable time and materials rates, or costs incurred for any additional resources or level of effort expended by The Supplier (including wasted effort) as a result of a Client Event.

6. INTELLECTUAL PROPERTY

6.1 Each Party (or its licensors as applicable) shall retain ownership of:

- (i) its IPR which existed prior to each respective Agreement; or
- (ii) IPR developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Service, in each case, including any modifications or

derivatives thereof which may be created as part of the Service (collectively "Pre-Existing IP").

6.2 The Supplier grants to The Client, during the term of each Agreement, a non -exclusive, non-transferable licence to use The Supplier's Pre -Existing IP solely to the extent necessary to receive and use the Services for its own internal purposes.

6.3 The Client grants to The Supplier (and its subcontractors), during the term of each Agreement, a non - exclusive, fully paid, worldwide, non-transferable, limited licence to use The Client's Pre-Existing IP (and shall obtain the same licence / consent as required from any third party), solely for the purpose of providing the Service.

6.4 Additional provisions relating to IPR may be included in the Service Specific Terms. Notwithstanding any provision to the contrary in the Agreement:

- (i) each Party is free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Service;
- (ii) The Supplier is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Services provided to the extent that they do not contain The Client Confidential Information;
- (iii) nothing in this MSA shall operate to prevent The Supplier from making use of know-how acquired, principles learned or developed or experience gained during the performance of the Services; and
- (iv) The Supplier name, The Supplier logo, and the product names associated with the Services are trademarks of The Supplier or third parties, and no right or license is granted to The Client to use them.

7. CONFIDENTIALITY

7.1 Each Party may have access to Confidential Information and the receiving Party agrees that Confidential Information may only be used for the purposes set out in the Agreement and that it will protect Confidential Information in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care.

7.2 Confidential Information may only be disclosed by the receiving Party to an employee, subcontractor or (with the consent of the disclosing Party) to a third party if required for the purpose of the Agreement and provided such Parties are bound by substantially similar obligations of confidentiality.

7.3 The Supplier may retain and use Confidential Information relevant to its business purposes (including to provide or enhance services) so long as its use of such Confidential Information is in an aggregated and anonymised or pseudonymised manner.

7.4 Nothing in any Agreement will prohibit or limit either Party's use of information:

- (i) previously known to it without an obligation not to disclose such information;
- (ii) independently developed by or for it without use of Confidential Information;
- (iii) obtained from a third party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information; or
- (iv) which is or becomes publicly available through no breach of any Agreement by the receiving Party.

7.5 Each Party is entitled to disclose Confidential Information to the extent required by law or by any statutory or regulatory authority, provided that promptly upon receiving any such request and to the extent legally permissible, it:

- (i) advises the other Party of the full circumstances of the required disclosure;
- (ii) takes actions necessary or reasonably required by the other Party to minimise any disclosure; and
- (iii) to the extent possible, obtain confidentiality undertakings from the entity to whom the Confidential Information is to be disclosed.

7.6 The disclosing Party may, at any time, request that the receiving Party returns, destroys or deletes (and confirms the destruction or deletion of the same) as instructed, and in such a manner that it cannot be recovered, all Confidential Information of the disclosing Party in the receiving Party's possession or control. Notwithstanding the foregoing, each Party may archive all copies of Confidential Information that it is required to retain to comply with law and its other record-keeping requirements.

7.7 Neither Party will use the other Party's name

outside its organisation without prior written consent of the other Party.

7.8 The provisions of this Clause 7 shall continue to apply for a period of three (3) years after termination or expiry of the last surviving Agreement.

8. DATA PROTECTION

8.1 Both Parties will fully comply with all applicable requirements of Data Protection Legislation. In relation to data transfers with EU countries, if required and on request, The Supplier will enter into the Standard Contractual Clauses as published by the European Commission with The Client.

8.2 The Parties acknowledge that depending on the Services being provided, The Supplier will be either a Data Controller, a Data Processor or both under the Agreement.

8.3 To the extent that The Supplier is required to process Personal Data on behalf of The Client as a Data Processor, the Parties shall comply with their responsibilities as set out in Schedule 2 (Data Processing), in addition to what is agreed in the Order Form for the processing of Personal Data.

8.4 The Supplier shall comply with RIPA 2000 and The Client consents to The Supplier doing all such acts as may be necessary for Supply to comply with such requirements.

9. WARRANTIES

9.1 Each Party warrants that upon its execution, the Agreement will not materially violate any term or condition of any agreement that such Party has with any third party and that the officers executing the Agreement are authorised to bind such Party to the applicable terms and conditions.

9.2 The Supplier warrants that each Service will be performed with reasonable skill and care and that it will be provided substantially in accordance with the relevant Service Description.

9.3 These preceding warranties together with any service specific warranties set out in the Service Specific Terms (if any) exclude all other warranties, terms, conditions and representations, express or implied, including fitness for purpose, merchantability, non-

infringement, satisfactory quality, quiet enjoyment or otherwise.

10. EMPLOYEES; SUBCONTRACTING

10.1 The Supplier will, where reasonably possible, maintain continuity of personnel throughout the provision of the Services but shall always reserve the right to determine which personnel shall be assigned to perform Services, and to replace or reassign such personnel during the Term.

10.2 The Supplier may, without The Client's prior approval:

- (i) enter into subcontracts for provision of any part of the Services; or
- (ii) cause its Affiliates to provide any of the Services. The Client hereby consents to The Supplier's use of Supplier Affiliates and subcontractors in the performance of the Agreement. If The Client expresses any concerns to The Supplier of material performance issues with any Supplier subcontractors, The Supplier will cooperate with The Client to resolve such concerns on a reasonable, mutually acceptable basis. The use of any such subcontractors or Affiliates shall not release The Supplier from its responsibilities and obligations under the Agreement.

11. LIMITATION OF LIABILITY

11.1 Nothing under any Agreement excludes or limits the liability of a Party:

- (a) for death or personal injury caused by its (or its agents') negligence;
- (b) for any loss to the extent it is caused by fraud or fraudulent misrepresentation;
- (c) for any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) for any other liability which cannot lawfully be excluded or limited.

11.2 Except as set out in Clauses 11.1 and 11.4, in no event will either Party be liable, whether based on an action or claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the Agreement, for:

(a) loss of profits, business, revenue, data, contracts, opportunity, anticipated savings, goodwill or reputation; or

(b) any consequential or indirect losses or damages (including where such loss or damage is of the type specified in Clause 11.2(a).

11.3 Subject to Clauses 11.1 and 11.4, the total aggregate liability of either Party to the other whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, each Agreement will be limited to an amount equal to 125% of the Fees paid or payable by The Client under the relevant Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim.

11.4 The limitations and exclusions of liability set out in Clauses 11.2 and 11.3 will not apply to:

- (a) the indemnities set out in Clause 17; or
- (b) the obligation of The Client to pay the Fees;
- (c) the obligation in clause 2.3 relating to property damage and insurance.

11.5 Each Party shall comply with its common law duty to mitigate loss.

12. TERM OF THIS MSA

12.1 The term of this MSA will commence on the Effective Date and will continue in force for the duration of all Agreements to which it applies and after all Agreements expire or are terminated, this MSA will continue until terminated for convenience by either Party on ninety (90) days' written notice to the other Party ("Term").

12.2 Each Agreement shall commence on the Commencement Date and shall continue for the Initial Service Term, unless terminated earlier in accordance with this Clause 12. At the end of the Initial Service Term, unless otherwise stated in the Order Form or where the Agreement relates to a Mobile Telephony contract, the Agreement shall automatically renew for successive periods equal in duration to the Initial Service Term. Either party may prevent renewal or terminate the Agreement by giving no less than ninety (90) days' prior written notice before the end of the then current term

12.3 The Supplier may terminate services and any or all Agreements by written notice with immediate effect if The Client fails to pay any Fees for more than thirty (30) days.

12.4 Either Party may terminate an Agreement with immediate effect upon written notice if the other Party ceases its business operations, if any step is taken for the appointment of administrators, liquidators or receivers (or an equivalent in any jurisdiction), or for a compromise or voluntary arrangement with creditors, or if a liquidator is appointed (excluding the presentation of a petition by a creditor for administration or liquidation unless that is not dismissed within ninety (90) days, and excluding the taking of any step as part of a solvent reorganisation of the business) or otherwise becomes generally unable to meet its obligations under the Agreement.

12.5 The Client may terminate an Agreement for convenience by notice in writing before the expiry of the Initial Service Term, for which an early termination fee will be payable. The early termination fee shall be equal to the fees payable in the remaining part of the Initial Service Term or any Extended Service Term.

12.6 This agreement or termination of individual services within the agreement can be ended by either Party by giving the ninety (90) days' notice in writing provided that the end of the notice period coincides with the end of the Minimum Period

12.7 If The Supplier gives The Client notice The Client must pay any rental up to the end of that notice. If The Client gives The Supplier notice, The Client must pay rental until ninety (90) Days from the date The Supplier receives the notice, or until the end of the notice if that is later. The ninety (90) Days' notice period will not apply if The Supplier is terminating services with immediate effect.

12.8 If The Client gives notice to terminate this Agreement, or any part of it, before the end of the Minimum Period (other than where termination arises solely as a result of a material change to the conditions of this Agreement by The Supplier), The Supplier will levy a cancellation charge equal to the agreed monthly rental for the affected service multiplied by the number of months remaining in the Minimum Period.

12.9 Where any service is provided via Vodafone Partner Services (or any other third -party network, carrier, or wholesale provider), that provider may impose its own termination, disconnection, or cancellation charges. Such charges are outside The Supplier's control, are not included in the fees set out in this MSA and are payable by The Client in addition to any charges levied by The Supplier.

The Supplier shall have no liability for the level, application, or enforceability of any third-party charges.

12.10 All early termination calculations in accordance with clause 12.9 will be calculated at the standard pricing of the tariff and not the negotiated discounted tariff. For the avoidance of doubt, all tariffs are discounted by a minimum of 25% off standard pricing, unless advised in writing differently from a director of The Supplier. For the avoidance of doubt, where Mobile Services include any Funding as defined in Schedule 3, The Client shall also be liable for all Funding recovery amounts and any associated mobile early termination charges set out in Schedule 3, in addition to the early termination charges specified in this Clause 12

12.11 Where the Agreement includes Mobile Services and any Funding has been provided (as defined in Schedule 3 – Mobile Funding Terms), the following shall apply:

(a) If The Client terminates any Mobile Service before the end of the Minimum Mobile Term, or ports, migrates, reduces or disconnects any mobile number or Connection, all Funding shall become immediately repayable in accordance with Schedule 3.

(b) Funding shall include, without limitation, any Subsidy, Hardware Credit, commercial incentive, discounted equipment, or Contract Buy -Out Contribution provided by The Supplier.

(c) The repayment of Funding shall be in addition to, and not in place of, any other early termination charges payable under this Agreement, including payment of the remaining monthly rental charges for the Minimum Mobile Term at The Supplier's standard (non -discounted) rates.

(d) Funding recovery amounts shall be invoiced by The Supplier and shall be payable by The Client within

fourteen (14) days of the invoice date, and shall constitute Fees under Clause 4

12.12 Where the Agreement includes Mobile Telephony, Unified Communications, hosted telephony, SIP, any other voice or connectivity Services and The Client ends those Services before the end of the Minimum Term or without giving the required notice, the early -termination provisions in Clause 12 will apply. The Client must also pay an additional £100 for each user, extension, channel or telephone or mobile number linked to the terminated Service, as well as all remaining rental charges for the unused portion of the term at the standard (non-discounted) rate. Any carrier, installation, provisioning or porting costs that were originally waived or discounted may also be charged to The Client on termination.

12.13 Where the Agreement includes any recurring, subscription-based or contracted software licenses, and The Client terminates these Services before the end of the applicable committed term, The Client shall pay all remaining fees due for the unexpired portion of the licence term at the standard (non -discounted) rate. The Client acknowledges that The Supplier incurs third-party charges when licences are cancelled or reduced during a committed term, and therefore an early termination charge of £100 per licence will apply, representing the associated administration costs. The Client also agrees to pay any additional third-party vendor charges or adjustments that arise from early termination, cancellation, amendment or reduction of such licences.

12.14 An Agreement may be terminated in part if it includes more than one Service. If a Service is dependent upon another Service that is terminated (under any Agreement), The Client will be responsible for the consequences of the partial termination and The Supplier will be released from the obligation to provide that affected Service to the extent of the dependency, without change to the fees payable by The Client for the affected Service.

12.15 If an Order Form specifies the provision of multiple Services with differing Initial Service Terms, Service Commencement Dates, applies to some but not all of those Services, or where an Agreement is terminated in part, each Service shall be treated as a separate Agreement for the purposes of calculating any

notice period for termination of the Agreement or any fee on termination (including early termination).

12.16 If a Connectivity Agreement or Connectivity Service is terminated, The Client must return all equipment supplied as part of the installation within fourteen (14) days of the termination date. If The Client fails to return the equipment within this period, The Client shall be liable for the full replacement cost of the equipment at The Supplier's "new for old" rate, including any charges passed through from The Supplier's underlying network provider or vendor.

12.17 If The Client wishes to continue to use a Service after the date given in any termination notice, and The Supplier agrees to continue to provide that Service, that Service shall continue to be provided on the terms of the preceding Agreement. The price of the Service shall change to The Supplier's standard price for such Services on a periodic basis equivalent to the level of The Client's commitment.

12.18 Except where otherwise specified in an Order Form, termination of an Agreement does not affect any other Agreement.

12.19 If any Multi product discounts have been applied to the client account as a result of supply of multiple products, this will be removed if one or more services are ceased and terminated.

13. NON -PAYMENT, SUSPENSION OF THE SERVICES

13.1 If The Supplier, acting reasonably, considers that the continued use or provision of the Services:

(i) may pose a security risk for The Supplier, The Client or any third party; or

(ii) may cause The Supplier or The Client to be in violation of any Law, order, instruction or request of government, an emergency services organisation or other competent administrative or regulatory authority, The Supplier may temporarily suspend the Services in whole or in part until the Parties acting reasonably and working together in good faith reach a mutually agreeable solution.

13.2 The Supplier may also suspend any or all of the Services under any Agreement with The Client in whole or in part if The Client fails to pay when due any of the Fees exceeding (in the aggregate) five hundred pounds (£500) and such failure continues for at least thirty (30)

days following the provision by The Supplier of notice requiring payment (an invoice).

13.3 Any suspension shall not relieve The Client of the obligation to pay any Fees, it shall not generate any liability for The Supplier whatsoever, nor count towards any service credit calculation or other performance criteria.

14. FORCE MAJEURE; DELAY

14.1 Neither Party will be liable for any delays or failures to perform due to a Force Majeure Event. If a default due to a Force Majeure Event shall continue for more than sixty (60) days, then either Party will be entitled to terminate any affected Agreement by giving not less than thirty (30) days written notice to the other. Neither Party shall have any liability to the other in respect of the termination of an Agreement as a result of a Force Majeure Event save and except for The Client's payment obligations up to and including the effective date of termination of the Agreement.

14.2 Without limiting the foregoing, to the extent The Client fails to perform any of its responsibilities described in the Agreement, The Supplier shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, shall be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

14.3 If the Services are delayed for any other reason whatsoever (including a third party's action or inaction, a Client Event or as a result of new information or requirements that become clear as The Supplier delivers the Services) the Parties shall meet and agree on a commercially reasonable basis a revised timetable for delivery.

15. CHANGE CONTROL

15.1 Each Party may propose a change to the scope, terms or conditions of this MSA or any Order Form and such change shall only be effective when it is set forth in writing and executed by authorized representatives of both Parties ("Change Order"). If

The Supplier, at the request of or with the prior written agreement of The Client, performs work without a Change Order that is not covered by an Order Form or that exceeds the scope of Services defined in the applicable Order Form, such work shall be considered Services provided under this MSA or such Order Form and The Client shall pay The Supplier's applicable time and materials rates, or costs incurred for any additional resources or level of effort expended by The Supplier. Once approved, such a change will be deemed to supplement or modify, as applicable, the terms and conditions of this MSA and the applicable Order Form. The procedure outlined in this Clause 15 shall be referred to as the "Change Control Procedure "

16. COMPLIANCE WITH LAWS

16.1 Each Party shall comply with:

- (a) all Laws applicable to their respective businesses; all Anti-Corruption Laws, and shall;
 - (i) have and maintain its own policies and adequate procedures, to ensure compliance with the Anti-Corruption Laws, and will enforce them where appropriate;
 - (ii) 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 any Agreement; and
 - (iii) immediately notify the other Party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first Party (and the first Party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of any Agreement); and
- (b) all export control and economic sanctions laws applicable to its performance under the Agreement. The Client will not use the Services for any activities involving a country subject to comprehensive economic sanctions (including Cuba, Iran, North Korea, Sudan, Syria or the Crimea region of Ukraine), or involving a party in violation of such applicable trade control laws, or that require government authorisation, without first

obtaining the written consent of The Supplier and the required authorisation.

16.2 Any breach of this Clause 16 shall be deemed a material breach under Clause 12.

17. TRANSFER REGULATIONS

17.1 Subject to Clause 17.4, the Parties consider that there will be no employees transferring under the Transfer Regulations on commencement or cessation of the provision of any of the Services (or any part of them), irrespective of whether the Services (or the relevant part of them) are taken over from or by The Client or a third party.

17.2 If as a consequence of the commencement of the provision of any of the Services (or any part of them) it is found or alleged that the employment of any Client employee has transferred to The Supplier, pursuant to the Transfer Regulations or otherwise, The Client shall indemnify and keep indemnified The Supplier against any employment claims made by such Client employee.

17.3 If as a consequence of the cessation of the provision of any of the Services (or any part of them) it is found or alleged that the employment of any Supplier employee has transferred to The Client, pursuant to the Transfer Regulations or otherwise, The Supplier shall indemnify and keep indemnified The Client against any employment claims made by such Supplier employee.

17.4 Prior to entering into an Agreement, the Parties will discuss in good faith whether any special provisions are required to be included in the Order Form to take into account the risks associated with any transfer under the Transfer Regulations that may occur upon commencement or cessation of the Services under that Agreement, including taking into account any arrangements that The Client or any Affiliate of The Client may have with third parties where there is a risk that their staff may transfer to The Supplier under the Transfer Regulations.

18. ASSIGNMENT

18.1 The Client may not assign the Agreement without the prior written consent of The Supplier (other than, upon written notice, to a Party's Affiliate based in the same country as such assigning Party and provided the

assigning Party remains liable for the payment of any Fees due under the Agreement should the assignee fail to pay as required under the Agreement).

19. EXIT ASSISTANCE

19.1 Without prejudice to any other rights and obligations in an Agreement, The Supplier shall cooperate and provide reasonable assistance required by The Client to ensure an orderly transition of the Services to The Client or any replacement supplier in the event of termination or expiry of an Agreement.

19.2 Depending on the level of assistance required The Supplier may charge an off-boarding fee reasonably based on the effort required.

20. MISCELLANEOUS

20.1 Entire Agreement. The Agreement sets forth the entire understanding between the Parties and supersedes, without limitation, all prior discussions, communications, representations and arrangements between them with respect to the subject matter of that Agreement. Each Party acknowledges that it is entering into the Agreement solely on the basis of the agreements and representations contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source.

20.2 Severability. If a court of competent jurisdiction finds any term of the Agreement to be invalid, illegal or otherwise unenforceable, such term will not affect the other terms of the Agreement and will be deemed modified to the extent necessary, in the court's opinion, to render such term enforceable while preserving to the fullest extent permissible the intent and agreements of the Parties set forth in the Agreement.

20.3 No waiver. No waiver of any provision of the Agreement will be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under the Agreement is not a waiver of that Party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

20.4 Notices. Any notice or other communication provided under the Agreement will be in writing, and may be given at the address given for the party in this MSA by hand (on delivery), by nationally recognised courier or certified post (at 9am on the Business Day after it is certifiably received); or by email to an authorized person (24 hours from delivery if sent to the correct email address and no notice of delivery failure is received). In relation to email, any termination notice must also be sent to cancellations@redsquid.co.uk to be effective. An authorised person will be the manager person by each party as the usual contact point, as each Party may notify the other from time to time. Any legal proceedings must be issued on paper to the physical address. Either Party may designate a different address by giving ten (10) days' written notice to the other Party.

20.5 Affiliates: The Supplier may rely upon services provided by its Group Companies from time to time to provide the Services. The Client may arrange for one of its Group Companies to receive the Services. This will be recorded in the relevant Order Form and will be governed by and enforceable by those Group Companies as if they were parties to this MSA, but in the event of default may be enforced against the relevant Group Company, or The Supplier or The Client (as appropriate), as if they were the relevant defaulting party.

20.6 Third Party Rights. Each Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assignees, and is not enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.

20.7 Survival. All provisions of the Agreement that are by their nature intended to survive expiry or termination of the Agreement will survive such expiry or termination.

20.8 Variation. The Supplier may make changes to the Service Descriptions, Acceptable Use Policy and / or Operations Manual from time to time. Changes which are operational by nature, or purely for clarification will be effective immediately upon notice. Material changes will become effective thirty (30) days after the notice is given unless The Client notifies The Supplier within that

thirty (30) day period that that The Client does not agree with the change. The Parties shall then act reasonably and work together in good faith to reach a mutually agreeable solution. Except as set out above, the Agreement may not be modified or amended except by the mutual written agreement of the authorised representatives of the Parties.

20.9 Counterparts. Any Agreement may be executed electronically and in multiple counterparts, each of which will be considered an original, and all of which together will constitute one agreement binding on the Parties.

20.10 Independent contractor. Each Party is an independent contractor and does not have any authority to bind or commit the other. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between such Parties for any purpose.

20.11 Non-solicitation. Neither Party will solicit, offer work to, employ, or contract with, directly or indirectly, any of the other Party's or its affiliates' employees during their engagement in the Services or during the twelve (12) months after the employee ceases to be engaged in such Services. This restriction will not apply to employees who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

21. DISPUTE RESOLUTION

21.1 The Parties agree to use reasonable endeavours to resolve any dispute or claim relating to an Agreement in accordance with this Clause 21 in good faith. Each Party must follow the procedures in this Clause 21 before starting court proceedings (except for urgent injunctive or declaratory relief).

21.2 If a dispute or claim arises between the Parties that cannot be resolved promptly between the Parties at an operational level, either Party may notify the other Party of a formal dispute. Each Party must nominate a senior executive to meet within fifteen (15) days of the date of the notice (or any other agreed period) to resolve the dispute or claim. In the event that the dispute is still not resolved the parties may refer the dispute to Ofcom to decide under Section 186 of The

Communications Act 2003 where it is appropriate for them to handle the dispute.

22. GOVERNING LAW AND JURISDICTION

22.1 The construction, validity and performance of the Agreement and all non-contractual obligations arising from or connected with the Agreement shall be governed by the laws of England.

Subject to Clause 21 (Dispute Resolution), each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, provided that nothing in this clause shall prevent either Party from bringing proceedings in the courts of Scotland where the relevant Services are provided by a Scottish entity or where such proceedings are required as a matter of Scots law.

Schedule 1

Acceptable Use Policy shall mean The Supplier's acceptable use policy available at <https://redsquid.co.uk/> as may be amended by The Supplier from time to time.

Additional Schedules (Services) means a series of sub-schedules (including any annex thereto) describing the relevant Services provided under this Agreement.

Affiliate means, in relation to either Party, a company which is a subsidiary or holding company of it, or any company which is a subsidiary of any such holding company, "holding company" and "subsidiary" having the meanings ascribed to them in section 1159 Companies Act 2006.

Agreement means the agreement between The Client and The Supplier, which includes the terms and conditions of this Agreement, the Schedules (including any annex thereto), the Tariffs and the Order.

Ancillary Equipment means the equipment (including any Software) owned and licensed by The Supplier, its subcontractors or Third-Party suppliers and placed on the Client's premises, which is required to access the Service.

Applicable Law means any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision and/or use of the Services, including any directives or other requirements issued by any regulator from time to time.

Change of Control means in relation to The Client where there is a material change in the exercise, control or holding of the voting shares (unless this is due to an internal group reorganisation).

Confidential Information means any information of a confidential nature whether disclosed in writing or orally, is expressly stated to be confidential or can reasonably be expected to have been considered confidential, including without limitation, information in

relation to a Party's affairs or business or method of carrying on business and the terms of this Agreement.

Commencement Date means either;

- (a) the date the Client is notified by The Supplier that the Service (or any part of the Service, including each Site) will be ready to use, or;
- (b) where Service comprises of multiple Connections, a Connection will be Connected to the Network, or;
- (c) if earlier, the date upon which The Client first uses the Service (or any part of the Service, including each Site) or Connection.

Connection means the connection of the Services (or any part thereof, including each Site) to the Network and "Connected" shall be construed accordingly.

Controller, Data Subject, Personal Data, Processor and Processing shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including process, processed, processing and processes shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR.

Customer Complaints Procedure shall mean The Supplier's complaints code available at <https://redsquid.co.uk/> as may be amended from time to time.

Customer Equipment means the existing Client premises equipment and any purchased Hardware (including Software) used by the Client in connection with the Service, other than the Ancillary Equipment and Rental Equipment.

Customer Network means the Client's physical telecommunications and /or data network infrastructure, systems and Equipment located at the Site to which the Services will be connected.

Data Protection Legislation means, as binding on either party or the Services:

(i) the Data Protection Act 2018, European Privacy and Electronic Communications Directive 2002/58/ EC and, the General Protection Regulation (EU) 2016/679 (“GDPR”);

(ii) any laws which implement such laws; and

(iii) any laws or regulations which replace, extend, re-enact, consolidate or amend any of the foregoing.

Documentation means the documentation made available to The Client by The Supplier or by its suppliers with manufacturers recommendations and instructions for use of the Services.

Equipment means the Customer Equipment, Hardware and the Ancillary Equipment as listed in the Order.

Fair Use Policy shall mean The Supplier’s fair use policy available at <https://redsquid.co.uk/> as may be amended by The Supplier from time to time.

Fees

means the fees payable for the Services, Support Services and/or Equipment as set out in the Order, the applicable (Services), or as published on The Supplier’s website at <https://redsquid.co.uk/>

Fraudulent Activity means any activity which constitutes threat or breach of security, theft, fraud and/or deception (whether actual or attempted), including but not limited to use of the Services:

(a) without the Client’s knowledge;

(b) utilizing the Client’s authentication details; or

(c) from an authenticated IP address.

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of that degree of skill and care which could be reasonably expected of a highly skilled and experienced professional.

Hardware means physical equipment purchased by the Client from The Supplier and which is necessary for provision of the Services.

Industry Regulations means rules and regulations set by relevant industry governing bodies which control and/or govern specific business activities (e.g. The Office of Communications “Ofcom”).

Initial Service Term the term specified for a Service on the Order form. If no term is specified this will be 36 months as per clause 1.2

IPR (Intellectual Property Rights) means any copyright, patent, registered design, design rights, utility models, trademarks, trade secrets, know how, database rights, Confidential Information or any other registered or unregistered intellectual property rights of whatever nature subsisting anywhere in the world.

Minimum Term means the initial period of this Agreement as specified in the Order and if not specified shall be the period calculated in accordance with clause 1.2

MACD Services means the provision of “moves, additions, changes and deletions” being engineering services within the scope of this Agreement which The Supplier is requested to carry out by The Client.

Network means a Third-Party supplied telecommunications and/or data network providing connectivity to the Service.

Normal Working Hours means 09:00hrs to 17:30 hrs on a Working Day.

Order Form means an order issued by The Supplier for the provision of Services, Hardware, Software and/or Ancillary Equipment under this Agreement.

Privacy Policy shall mean The Supplier’s privacy policy available at <https://redsquid.co.uk/privacy-policy/> as may be amended by The Supplier from time to time.

Professional Services means technical engineer support, including but not limited to project management, planning and design, network assessments, business requirement deliverables, configurations of user

interfaces, number porting, phone deployment and training, as specified in the Order and further detailed in Schedule (Professional Services).

Quality Standards shall mean a series of documents that provide requirements, specifications, guidelines or characteristics that are used consistently to ensure that materials, products, processes and services are of good quality, such as ISO 9001 Quality Management Systems.

Rental Equipment means the equipment (including any Software) identified in the Order or the applicable Schedule, which is owned and licensed by The Supplier and leased to The Client under a separate lease agreement for use by the Client in connection with the Service, other than the Ancillary Equipment and Customer Equipment.

Service(s) means the services provided by The Supplier as ordered by The Client on Order Forms as well as any additional work performed at the request of The Client; this includes but is not limited to provision of Hardware, Software, Network services and Professional Services.

Site(s) means (where applicable) a physical location as specified in the Order and where the Equipment shall be located and/or to which the Service will be provided.

Software means the software to be licensed to the Client as specified in an Order or Schedule together with any embedded software, which is necessary for the provision of Services and/or use of the Equipment and may also include Third-Party Software.

Supplier's Policies shall mean The Supplier's Acceptable Use Policy, Fair Use Policy, Privacy Policy and any other relevant policy applicable to the provision of the Services, which are available at <https://redsquid.co.uk/> as may be amended by The Supplier from time to time.

Support Services means the provision of support services, provided by The Supplier to The Client as specified in the Order and further detailed in Schedule (Support Services).

Tariffs means the applicable tariffs as referred to in this Agreement and the Order for the provision of the Services available on The Supplier's website <https://redsquid.co.uk/> and as periodically updated from time to time.

Termination Charges means any compensatory charges which become due and payable by the Client to The Supplier on termination of this Agreement before the end of the Minimum Term.

Schedule 2 – Data Processing

1.1. In the Agreement the terms "Personal Data", "Data Processor", "Data Subject", "process", and "Data Controller" are as defined in the Data Protection Legislation.

1.2. Where Personal Data is processed by The Supplier on behalf of The Client in performing its obligations under the Agreement, The Client is the Data Controller and The Supplier is the Data Processor.

1.3. The Client will:

(i) be solely responsible for determining the purposes for which and the manner in which Personal Data are, or are to be, processed; and
(ii) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to The Supplier for the duration and purposes of the Agreement.

1.4. Where The Supplier processes Personal Data on behalf of The Client, The Supplier shall, in respect of such Personal Data:

- (a) act only on written instructions and directions from The Client and shall comply promptly with all such instructions and directions received from The Client from time to time;
- (b) immediately notify The Client if, in The Supplier's opinion, any instruction or direction from The Client infringes the Data Protection Legislation but shall continue processing according to such direction or instruction except to the extent The Client withdraws or amends such direction or instruction;
- (c) not process Personal Data for any purpose other than for the provision of Services to The Client and only to the extent reasonably necessary for the performance of the Agreement;
- (d) not disclose Personal Data to any employee, director, agent, contractor or affiliate of The Supplier or any third party except as necessary for the performance of the Services, to comply with Law or with The Client's prior written consent;
- (e) implement all and appropriate technical and organisational measures:
- (i) to protect the security and confidentiality of Personal Data processed by it in providing the Services; and
(ii) to protect Personal Data against

accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing; and

- (iii) as required under Data Protection Legislation to ensure a level of security appropriate to the risk, including as appropriate: (A) the pseudonymisation and encryption of Personal Data; (B) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (C) the ability to restore the availability and access to the Personal Data in a timely manner; and (D) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring and maintaining the security of the processing;
- (f) notify The Client without undue delay of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data processed by The Supplier on behalf of The Client and, if required by The Client, permit The Client to handle such request and at all times cooperate with and assist The Client to ensure its compliance with its obligations under the Data Protection Legislation in relation to such Data Subject requests, including where Data Subjects exercise their rights to access, rectify or erase Personal Data; restrict or object to the processing of Personal Data; or the portability of Personal Data.

If The Client elects not to handle any Data Subject request received by The Supplier, The Supplier shall comply with such request. In all cases, The Supplier shall provide a copy to The Client of all Personal Data which it does so disclose.

(g) process the Personal Data in accordance with any specified duration, purpose, type and categories of data subjects as set out in the Order Form.

- 1.5. The Supplier shall, without undue delay and in any event within 48 hours of becoming aware, notify The Client in writing of any actual or suspected accidental, unlawful or unauthorised destruction, loss, alteration, access to, disclosure of or processing of Personal Data ("Incident"). Such notice shall include reasonable details of the Incident including without limitation:
- (i) a description of the Incident;

(ii) likely consequences of the Incident;
(iii) the number of data subjects affected, number of records affected and the types of records affected; and
(iv) the measures taken or proposed to be taken to address the Incident, including measures to mitigate possible adverse effects of the Incident.

The Supplier shall co-operate fully with any investigation regarding the Incident and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of Personal Data in connection with the Incident.

1.6. The Supplier shall cooperate and provide The Client with such reasonable assistance as The Client requires in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulatory authority relating to The Client's or The Supplier's obligations under the Data Protection Legislation.

1.7. In relation to Personal Data processed by The Supplier under the Agreement, The Supplier shall co-operate with The Client to the extent reasonably necessary to enable The Client to adequately discharge its responsibility as a Data Controller under Data Protection Legislation, including without limitation that The Supplier shall cooperate and provide The Client with such reasonable assistance as The Client requires in relation to preparation of data protection impact assessments to the extent required under the Data Protection Legislation.

1.8. The Supplier shall provide such co-operation as The Client reasonably considers to be necessary to enable The Client to audit and verify The Supplier's compliance with this Schedule 2 from time to time. Such co-operation may include helping The Client to carry out risk assessments of The Supplier's data processing operations, in particular providing information about, and permitting The Client to inspect, those operations.

1.9. No Personal Data processed by The Supplier pursuant to the Agreement shall be exported outside the European Economic Area and/or the UK without the prior written permission of The Client. Where that permission is given, it will be conditional on any export being done on the terms of a binding agreement incorporating the EU standard clauses on the transfer of Personal Data from Data Controller to

Data Processor entered into between The Client and The Supplier (or any other valid transfer mechanism under Data Protection Legislation with The Client's prior written consent).

1.10. The Supplier agrees to accept any modifications to such standard clauses which are necessary to comply with Laws applicable to such data transfer. Such binding agreement shall be without prejudice to the rights of The Client under this Agreement.

1.11. On termination or expiry of the Agreement, at The Client's request, The Supplier shall delete or return to The Client all Personal Data processed on behalf of The Client, and The Supplier shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with Law.

1.12. In no event may The Supplier subcontract the processing of any Personal Data which The Supplier processes on The Client's behalf, without the prior written consent of The Client. Where that consent is given, it will be conditional upon The Supplier having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Schedule 2. For the avoidance of doubt, if The Supplier engages a sub-processor, The Supplier shall remain liable to The Client for the performance of the sub-processor's obligations under Data Protection Legislation or any acts or omissions of the sub-processor.

1.13. The Supplier undertakes to provide training as necessary from time to time to its personnel with respect to The Supplier's obligations in this Schedule 2 to ensure that its personnel are aware of and comply with such obligations.

1.14. The Supplier shall ensure that any Supplier personnel with access to Personal Data are bound by confidentiality obligations in respect of access, use or processing of such Personal Data.

1.15. The Client agrees and acknowledges that The Supplier is reliant upon The Client for direction as to the extent to which The Supplier is entitled to use and process Personal Data disclosed by The Client. Accordingly, The Supplier shall not be liable for any claim brought by a Data Subject arising from any act or

omission by The Supplier, to the extent that any such act or omission results from The Client's instructions.

Schedule 3 – Mobile Funding Terms

1. Funding

“Funding” means any financial support The Supplier provides for mobile services, including hardware credits, subsidies, commercial incentives, discounted or free devices, or payments made to The Client’s previous provider to cover early termination charges (“buy - out”). Funding only applies where stated in the Order Form.

2. Commercial Funding Conditions

Funding is provided on the following basis:

Active Connections – All mobile connections covered by the Funding must remain active for the full Minimum Mobile Term, including any period until renewal.

All invoices relating to the mobile services must be paid on time.

No Reductions or Migrations – Mobile numbers receiving Funding cannot be reduced in quantity, ported, or migrated to another provider during the Minimum Mobile Term.

Use of Funds – Funding must only be used for the purposes specified in the relevant Order Form.

No Cash Value – Funding has no cash value unless expressly stated otherwise in writing.

Post-Contract Funding Treatment – If The Client allows the mobile services to fall out of contract, The Supplier may apply any remaining Funding at its discretion.

Where The Client terminates or migrates the mobile services to another provider after the Minimum Mobile Term, any unused or remaining Funding will be extinguished and shall not be payable to The Client in any form.

3. Early Termination

If The Client terminates the mobile services early, reduces the number of active connections, or ports/migrates any number during the Minimum Mobile Term, all Funding becomes repayable immediately.

This includes:

- all subsidies
- all hardware credits
- all buy-out contributions
- any other commercial incentives or discounts applied

Recovery will be calculated at standard (non - discounted) rates. The Client must also pay all remaining monthly mobile charges due for the rest of the Minimum Mobile Term.

4. Mobile Equipment

Where mobile devices are supplied free of charge or at a reduced cost as part of Funding:

- title does not pass to The Client until the Minimum Mobile Term is completed;
- if Funding becomes repayable, The Supplier may require the equipment to be returned or paid for at full retail price.

5. Payment

Any Funding that becomes repayable will be invoiced by The Supplier and must be paid within 14 days.

6. Priority

If anything in this Schedule conflicts with the MSA, this Schedule takes priority for all mobile-related services and Funding.