



AGREEMENT FOR THE SUPPLY OF SOFTWARE LICENSES AND SUBSCRIPTIONS

BETWEEN:

Network Squad Ltd. ("Supplier" or "Network Squad"), a company registered with company number 8937038, with its registered office at Unit 71 Mill Mead Business Centre, London, N17 9QU,

AND

The "Client" as specifically referred to and detailed in the Estimate or Invoice provided by Network Squad to the Client.

1 Introduction

- 1.1 This Agreement ("Agreement") sets forth the terms and conditions under which Network Squad agrees to supply the Client with various software licenses and subscriptions, including but not limited to Microsoft Licences, Azure Subscription, Google Cloud Services, AWS (Amazon Web Services), and other license-based subscriptions as detailed herein.
- 1.2 The Client acknowledges and agrees to the "CSP Agreement," which governs the use of any Microsoft Licences (Subscriptions) purchased by the Client from the Supplier. The CSP Agreement terms are directly flowed down from the Supplier's agreement with Microsoft® as set out in <https://www.microsoft.com/licensing/docs/customeragreement>. For clients in the financial sector, the terms of the addendum set out at Schedule 2 apply and may be updated from time to time by Microsoft®.
- 1.3 The Client further acknowledges that similar terms and conditions may apply for other software licenses and subscriptions provided by Network Squad's partners, including Google, AWS, and others. These terms will be available on the respective partner's website or platform and are incorporated into this Agreement by reference.
- 1.4 This Agreement will be published on the Network Squad website and will be accessible to the Client and any potential clients for reference. Specific details about the Client, including but not limited to the Client's name, address, and other relevant information, will be as mentioned in the Estimate or Invoice provided by Network Squad to the Client and are considered an integral part of this Agreement.

2 Definitions

- 2.1 "Agreement": This document, detailing the terms and conditions under which Network Squad agrees to supply software licenses and subscriptions to the Client.
- 2.2 "Supplier": Network Squad Ltd., a company registered in England and Wales with company number 8937038, having its registered office at Unit 71 Mill Mead Business Centre, London, N17 9QU.
- 2.3 "Client": The entity or individual specified in the Estimate or Invoice provided by the Supplier.
- 2.4 "Applicable Data Protection Laws": The laws relating to the protection of personal data, including i) the UK Data Protection Legislation, applicable within the United Kingdom or its regions, and ii) the EU GDPR, applicable within the European Union or any of its member states to which the Supplier is subject.
- 2.5 "Applicable Laws": The laws applicable to the Supplier, including i) the law of the United Kingdom or its regions, and ii) the law of the European Union or any of its member states.



- 2.6 "Background Materials": All Intellectual Property Rights, know-how, methodologies, techniques, tools, and other assets owned, developed, or controlled by the Supplier, whether created in relation to this Agreement or independently.
- 2.7 "Business Day": Any day excluding Saturday, Sunday, or public holidays in England when banks in London are operational.
- 2.8 "Client Data": Any information provided by the Client to the Supplier during the use of the Managed Services, including derived data.
- 2.9 "Client-side Equipment": Equipment located at the Client's premises but exclusively controlled by the Supplier as part of the Managed Services.
- 2.10 "Client Site": Any premises used by the Client where Managed Services are received.
- 2.11 "Client's Operating Environment": The Client's computing environment interfacing with the Supplier's System for the receipt of Managed Services, excluding the Client-side Equipment.
- 2.12 "CSP Agreement": Terms governing the use of Microsoft Licences purchased by the Client from the Supplier, as detailed in Microsoft's Customer Agreement. For financial sector clients, terms of the addendum at Schedule 2 apply, subject to updates by Microsoft®.
- 2.13 "Confidential Information": All information, regardless of its form or medium, that is disclosed by one Party to the other, or its representatives, in connection with this Agreement, which is either labelled as confidential or should reasonably be considered confidential due to its nature or the manner of its disclosure.
- 2.14 "Deliverables": All products, materials, and documents developed by the Supplier or its agents, consultants, and employees in relation to the Managed Services, including computer programs, data, reports, and specifications, in any form.
- 2.15 "Document": Refers to any form of recorded information, including but not limited to, written documents, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, and other similar items.
- 2.16 "EU GDPR": The General Data Protection Regulation ((EU) 2016/679) as it applies within the European Union.
- 2.17 "Fees": The charges payable by the Client to the Supplier for the provision of Managed Services, as detailed in the specific Estimate or Invoice provided by the Supplier to the Client.
- 2.18 "Good Industry Practice": The standards, practices, and procedures that would reasonably be expected from a skilled and experienced provider engaged in the same type of undertaking under the same or similar circumstances.
- 2.19 "Hardware": All physical equipment related to telecommunications, networking, and computing (including but not limited to switches, routers, servers, and peripheral accessories) utilized by the Supplier to deliver the Managed Services.



- 2.20 "Initial Term": Refers to the starting duration of this Agreement, typically 12 months from the date of signing, unless otherwise specified in the specific Estimate or Invoice provided by the Supplier to the Client.
- 2.21 "Intellectual Property Rights (IPR)": All rights related to patents, copyrights, trademarks, trade secrets, domain names, and any other intellectual property rights, whether registered or not, and wherever existing globally. This includes all applications for the aforementioned rights, renewals, extensions, restorations, and revivals of such rights.
- 2.22 "IPR Claim": A claim or legal action arising from the alleged infringement of Intellectual Property Rights owned by third parties.
- 2.23 "Managed Services": The specific services provided by the Supplier to the Client as detailed in this Agreement, which may include software licensing, cloud services, support, and other related services.
- 2.24 "Normal Business Hours": The standard operational hours from 8.00 am to 5.30 pm local UK time on Business Days.
- 2.25 "Online Services": Refers to any cloud-based or online services provided by the Supplier to the Client, including but not limited to Microsoft Dynamics, Office 365, Microsoft Azure, and other similar services.
- 2.26 "Parties": Refers collectively to the Supplier (Network Squad Ltd.) and the Client, and individually as "Party".
- 2.27 "Purpose": The specific reason or objective for which the Client's data is processed, as detailed in Schedule 1 of this Agreement.
- 2.28 "Relevant Personal Data": All personal data that is processed by the Supplier on behalf of the Client in accordance with this Agreement.
- 2.29 "Software": Any software programs or code, whether owned by the Client, the Supplier, or third parties, used in the provision of the Managed Services.
- 2.30 "Supplier's System": The integrated system used by the Supplier to provide the Managed Services, encompassing Hardware, Software, Client-side Equipment, and communication links between these components and the Client's Operating Environment.
- 2.31 "Third Party Processors": Refers to third parties who are neither Sub-Processors nor under the direct control and supervision of the Supplier. This includes entities like Microsoft and other software providers with whom the Client may have direct contractual agreements or end-user license agreements.
- 2.32 "Third Party Software": Any software programs or code developed or provided by third parties, such as Microsoft®, which are used by the Client in conjunction with the Managed Services.
- 2.33 "UK Data Protection Legislation": All applicable data protection and privacy laws in force within the UK, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended.
- 2.34 "UK GDPR": The EU General Data Protection Regulation as it applies within the UK, post the transition period, in accordance with the European Union (Withdrawal) Act 2018.



- 2.35 "Sub-Processor": Any entity or individual subcontracted by the Supplier to process Relevant Personal Data on behalf of the Client, in accordance with the terms of this Agreement.
- 2.36 "Supplier Services": All services provided by the Supplier to the Client, excluding those governed by the CSP Agreement.
- 2.37 "Client's Operating Environment": The Client's computing environment that interfaces with the Supplier's System to receive the Managed Services, excluding the Client-side Equipment.
- 2.38 "Data Processor Personnel": Refers to the Supplier and its Sub-Processors, including their respective officers, employees, agents, consultants, and representatives.
- 2.39 "Data Controller": In the context of this Agreement, refers to the Client.
- 2.40 "Data Processor": In the context of this Agreement, refers to the Supplier, which may include its affiliates, responsible for processing Personal Data on behalf of the Data Controller.
- 2.41 "Request": Any request from a Data Subject to exercise its rights under the Data Protection Legislation concerning the Relevant Personal Data.
- 2.42 "Main Agreement": Refers to the terms of this Agreement, excluding the CSP Agreement.

3 Obligations and Responsibilities

3.1 Supplier's Obligations:

- 3.1.1 The Supplier shall provide the Managed Services to the Client as described in this Agreement and any associated documents, such as the Estimate or Invoice.
- 3.1.2 The Supplier shall ensure that the Managed Services are performed with reasonable care, skill, and diligence, in accordance with Good Industry Practice.
- 3.1.3 The Supplier shall comply with all Applicable Laws and regulations related to the provision of the Managed Services.
- 3.1.4 The Supplier shall make reasonable efforts to inform the Client of any known changes or updates to the Managed Services that directly impact the Client's use of the services. However, the Client acknowledges that the Supplier may not always be immediately aware of changes made by third-party providers, including Microsoft and others. It remains the Client's responsibility to stay informed about terms and conditions of third-party software and services.

3.2 Client's Obligations:

- 3.2.1 The Client shall provide the Supplier with all necessary access, information, and cooperation required for the Supplier to deliver the Managed Services effectively.
- 3.2.2 The Client shall comply with all terms and conditions set forth in this Agreement, including payment terms.



3.2.3 The Client shall ensure that its use of the Managed Services complies with all Applicable Laws and regulations.

3.2.4 The Client acknowledges and agrees to the terms and conditions of third-party software and services, as referenced in this Agreement and associated documents.

3.3 Joint Obligations:

3.3.1 Both Parties shall work collaboratively to address any issues or concerns related to the Managed Services.

3.3.2 Both Parties shall maintain the confidentiality of Confidential Information, as defined in Section 2.

3.3.3 Both Parties commit to maintaining open communication and shall promptly inform the other party if they become aware of any circumstances that may compromise the terms of this Agreement.

4 Service Delivery

4.1 Scope of Services:

4.1.1 The Supplier shall provide the Managed Services as detailed in this Agreement and any associated documents, such as the Estimate or Invoice.

4.1.2 Any additional services or modifications to the scope of services shall be mutually agreed upon in writing by both Parties.

4.2 Duration:

4.2.1 The Managed Services shall commence on the date specified in the Estimate or Invoice and shall continue for the duration specified therein.

4.2.2 Any extensions or renewals of the Managed Services shall be mutually agreed upon in writing by both Parties.

4.3 Service Standards:

4.3.1 The Supplier commits to delivering the Managed Services in accordance with Good Industry Practice and the standards set forth in this Agreement.

4.3.2 The Client shall provide timely feedback and cooperation to ensure effective service delivery.

4.4 Third-Party Integrations:

4.4.1 The Managed Services may integrate with or depend on third-party services, including but not limited to Microsoft, Google, AWS, and others. The Client acknowledges that the performance and availability of these third-party services are beyond the Supplier's control.



4.4.2 The Supplier shall not be held responsible for any disruptions, changes, or issues arising from third-party services. However, the Supplier will make reasonable efforts to assist the Client in resolving such issues.

4.5 Service Limitations:

4.5.1 The Supplier shall not be obligated to provide services beyond the scope defined in this Agreement and the associated documents unless otherwise agreed upon in writing.

4.5.2 The Client acknowledges that certain services may be subject to limitations, such as usage limits, storage capacities, and other technical constraints. The Supplier shall communicate any such limitations to the Client in advance.

4.6 Third-Party Cancellation and Refund Policies:

4.6.1 The Client acknowledges that certain services provided under this Agreement may be subject to third-party cancellation and refund policies, such as those set by Microsoft, Google, AWS, and other suppliers.

4.6.2 As of the date of this Agreement, for new subscriptions of Microsoft NCE SKUs, a cancellation policy is in effect that allows for a full refund if cancelled on the first day. Partial, pro-rated refunds will be issued for cancellations made on days two through seven.

4.6.3 The Client understands that these third-party policies may change from time to time. The Supplier will make reasonable efforts to inform the Client of any significant changes to these policies; however, it remains the Client's responsibility to stay informed about the most current terms and conditions of third-party suppliers.

4.6.4 The Supplier shall not be held responsible for any changes made to third-party cancellation and refund policies and any implications arising from such changes. The Client's recourse in the event of disputes related to these policies will be directly with the third-party supplier.

5 Payment Terms

5.1 Pricing:

5.1.1 Specific pricing for the Managed Services will not be detailed in this Agreement. Instead, prices will be represented in the Estimate or Invoice provided to the Client by the Supplier.

5.1.2 The Supplier may offer prorated prices for licenses based on the duration of usage or other agreed-upon factors. Such prorated pricing details, if applicable, will be specified in the Estimate or Invoice.

5.2 Invoicing:

5.2.1 The Supplier shall issue invoices to the Client for the Managed Services as detailed in the Estimate or Invoice associated with this Agreement.

5.2.2 Invoices shall be issued on a monthly basis or as otherwise agreed upon in writing by both Parties.

5.3 Payment:



- 5.3.1 The Client shall make payment to the Supplier within 30 days of receiving an invoice unless otherwise specified in the Estimate or Invoice.
- 5.3.2 Payments shall be made via the method specified by the Supplier, which may include bank transfer, credit card, or other agreed-upon methods.
- 5.4 Late Payments:
 - 5.4.1 Payments not received by the due date shall accrue interest at a rate of 4% above the Bank of England's base rate, calculated on a daily basis until the payment is made in full.
 - 5.4.2 The Supplier reserves the right to suspend the Managed Services if payments are overdue by more than 60 days.
- 5.5 Disputes:
 - 5.5.1 In the event of a dispute regarding an invoice, the Client shall notify the Supplier in writing within 10 days of receiving the invoice. The Parties shall work in good faith to resolve the dispute promptly.
 - 5.5.2 Disputed amounts shall not accrue interest if the Client has provided timely notification and is acting in good faith to resolve the dispute.
- 5.6 Changes in Pricing:
 - 5.6.1 The Supplier reserves the right to adjust the pricing for the Managed Services to reflect changes in third-party supplier costs, market conditions, or other relevant factors.
 - 5.6.2 Price Changes Notification: Due to the dynamic nature of third-party supplier costs, the Supplier may not always be immediately aware of price changes. In such cases, updated prices will be reflected in the subsequent Estimate or Invoice provided to the Client. The Client is encouraged to review each Estimate or Invoice for any adjustments.
- 5.7 Taxes:
 - 5.7.1 All prices and fees specified in the Estimate or Invoice are exclusive of taxes. The Client shall be responsible for any applicable taxes, duties, or levies related to the Managed Services, excluding taxes based on the Supplier's income.
- 6 Confidentiality**
 - 6.1 Definition of Confidential Information: For the purposes of this Agreement, "Confidential Information" refers to any data or information, oral or written, treated as confidential that relates to either Party's (Network Squad or the Client) past, present, or future research, development or business activities. Notwithstanding the foregoing, Confidential Information shall not include any data or information which is already rightfully known to the receiving Party, is or becomes publicly known, or is approved for release by the disclosing Party.

- 6.2 **Obligations:** Both Parties agree to retain the Confidential Information in strict confidence, using the same degree of care and protection that it exercises with its own proprietary information, but in no event less than a reasonable standard of care. Neither Party will, without prior written consent of the other Party, use (for its benefit or the benefit of others) or disclose the Confidential Information of the other Party, except to further the purpose of this Agreement. Both Parties will restrict access to the Confidential Information of the other Party to those of its employees or agents who need to know such Confidential Information and who are bound by obligations of confidentiality at least as restrictive as those contained herein.
- 6.3 **Exceptions:** The obligations set forth in Clause 6.2 shall not apply to any information that: (a) is already known to the receiving Party at the time of the disclosure; (b) is or becomes publicly known through no wrongful act of the receiving Party; (c) is independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party; or (d) is ordered to be disclosed by a court or regulatory authority.
- 6.4 **Return of Confidential Information:** Upon termination of this Agreement or upon the request of a disclosing Party, the receiving Party will return all copies of the disclosing Party's Confidential Information or certify in writing that all such Confidential Information has been destroyed.
- 6.5 **Survival:** The obligations set forth in this Section 6 shall survive the termination of this Agreement for a period of five (5) years.

7 DATA PROTECTION

7.1 Definitions:

"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Processing", and "Appropriate Technical and Organizational Measures" shall have the meanings as defined in the Data Protection Laws.

7.2 Roles and Responsibilities:

- 7.2.1 The Client acknowledges and agrees that, in relation to any Personal Data processed in connection with this Agreement, the Client is the Data Controller and the Supplier is the Data Processor.
- 7.2.2 The Client shall ensure that it has all necessary consents and notices in place to enable the lawful transfer of Personal Data to the Supplier for the duration and purposes of this Agreement.

7.3 Client's Obligations:

- 7.3.1 The Client shall indemnify and hold harmless the Supplier against all claims, actions, liabilities, losses, damages, and expenses (including legal fees) suffered by the Supplier arising from or in connection with any non-compliance by the Client with Data Protection Laws or this section.

7.4 Supplier's Obligations:

- 7.4.1 The Supplier shall process Personal Data only on documented instructions from the Client unless required to do so by law.
- 7.4.2 The Supplier shall ensure that all personnel who have access to Personal Data are committed to confidentiality.



- 7.4.3 The Supplier shall implement appropriate technical and organizational measures to protect Personal Data.
- 7.4.4 The Supplier shall assist the Client in ensuring compliance with its obligations under Data Protection Laws, including data subject rights, data protection impact assessments, and consultations with supervisory authorities.
- 7.5 Sub-Processing:
- 7.5.1 The Client provides a general authorization to the Supplier to engage sub-processors. The Supplier shall inform the Client of any intended changes concerning the addition or replacement of sub-processors and the Client retains the right to object.
- 7.6 Data Transfers:
- 7.6.1 Personal Data shall not be transferred to a country outside of the European Economic Area unless appropriate safeguards are in place.
- 7.7 Limitation of Liability:
- 7.7.1 The Supplier's liability for any breaches of Data Protection Laws shall be limited to the amount paid by the Client to the Supplier under this agreement in the 12 months preceding the breach.
- 7.7.2 The Supplier shall not be liable for any indirect, consequential, or special losses, including loss of profits, revenue, data, or goodwill, arising from any breach of Data Protection Laws.
- 7.8 Termination:
- 7.8.1 Upon termination of this Agreement, the Supplier shall, at the choice of the Client, return or delete all Personal Data unless required to retain it by law.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 Ownership:
- 8.1.1 All Intellectual Property Rights in the Managed Services, Deliverables, or any other materials provided by the Supplier under this Agreement shall remain the exclusive property of the Supplier or its licensors. Nothing in this Agreement is intended to transfer any such Intellectual Property Rights to the Client.
- 8.2 License:
- 8.2.1 Subject to the Client's compliance with the terms of this Agreement and payment of all applicable fees, the Supplier grants the Client a non-exclusive, non-transferable, revocable license to use the Managed Services, Deliverables, and any related documentation solely for the Client's internal business operations.



- 8.3 Restrictions: The Client shall not, without the prior written consent of the Supplier:
- Sub-license, sell, rent, lease, transfer, assign, or distribute the Managed Services or Deliverables;
 - Translate, adapt, vary, or modify the Managed Services or Deliverables;
 - Disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any part of the Managed Services or Deliverables.
- 8.4 Indemnity: The Supplier shall defend, indemnify, and hold harmless the Client against claims, actions, proceedings, losses, damages, expenses, and costs (including court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Managed Services or Deliverables, provided that:
- The Client promptly notifies the Supplier in writing of the claim;
 - The Supplier is given sole authority to defend or settle the claim;
 - The Client provides the Supplier with all reasonable assistance.
- 8.5 Client's Obligations:
- 8.5.1 The Client shall not use the Managed Services or Deliverables in a manner that infringes the Intellectual Property Rights of any third party. The Client shall notify the Supplier immediately if it becomes aware of any unauthorized use of the whole or any part of the Managed Services or Deliverables by any third party.
- 8.6 Limitation: The Supplier's obligation under clause 8.4 shall not apply to the extent that the alleged infringement arises from:
- Any modifications made to the Managed Services or Deliverables by anyone other than the Supplier;
 - The Client's use of the Managed Services or Deliverables in a manner contrary to the instructions given by the Supplier;
 - The Client's use of the Managed Services or Deliverables after being notified of the alleged or actual infringement by the Supplier or any appropriate authority.
- 8.7 Remedies: If the Managed Services or Deliverables become, or in the Supplier's opinion are likely to become, the subject of an infringement claim, the Supplier may at its option and expense:
- Modify the Managed Services or Deliverables to be non-infringing;
 - Obtain a license for the Client's continued use of the Managed Services or Deliverables;
 - Replace the Managed Services or Deliverables with a non-infringing alternative;
 - Terminate this Agreement immediately by notice in writing to the Client and refund any of the Fees paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Managed Services or Deliverables to the date of termination) on return of the Managed Services or Deliverables and all copies thereof.

9 LIMITATION OF LIABILITY

- 9.1 General Limitation: Nothing in this Agreement shall limit or exclude the Supplier's liability for:
- Death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors;
 - Fraud or fraudulent misrepresentation; or
 - Any other liability which cannot be limited or excluded by applicable law.
- 9.2 Exclusion of Certain Types of Loss:



9.2.1 Subject to clause 9.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- Loss of profits;
- Loss of sales or business;
- Loss of agreements or contracts;
- Loss of anticipated savings;
- Loss of or damage to goodwill; or
- Any indirect or consequential loss.

9.3 Cap on Liability:

9.3.1 Subject to clause 9.1, the Supplier's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total Fees paid by the Client to the Supplier under this Agreement in the 12 months preceding the event giving rise to the claim.

9.4 Conditions for a Valid Claim:

9.4.1 The Supplier shall not be liable for any loss arising out of the Client's failure to comply with any obligations set out in this Agreement or any actions taken by the Supplier at the Client's direction.

9.5 Time Limit to Bring a Claim:

9.5.1 The Client must bring any claim related to this Agreement within one year of the event giving rise to the claim. After that period, any such claim and all respective rights related to the claim lapse.

10 Financial Protection, Insurance, and Limitation of Liability

10.1 Insurance: Network Squad maintains appropriate insurance coverage, including professional indemnity insurance, to cover potential liabilities arising from the provision of software licenses and subscriptions to the Client. Details of the insurance coverage can be provided upon the Client's reasonable request.

10.2 Limitation of Liability: Notwithstanding any other provision in this Agreement:

10.2.1 Network Squad's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lesser of the total amount paid by the Client under the specific Invoice related to the claim or the current market value of the service or product in question.

10.2.2 Network Squad shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, any special, indirect, consequential or pure economic loss, costs, damages, charges, or expenses.

- 10.3 **Limitation of Liability:** Notwithstanding any other provision in this Agreement, the total aggregate liability of Network Squad and its subcontractors to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount paid by the Client to Network Squad under the relevant Estimate, Invoice, or Purchase Order leading to the claim. Neither party shall be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or data use.
- 10.4 **Indemnification:** The Client agrees to indemnify, defend, and hold harmless Network Squad and its subcontractors from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Client's use of the services provided under this Agreement. This indemnification obligation does not apply to liabilities or claims directly attributable to the intentional wrongdoing or gross negligence of Network Squad.
- 10.5 **Insurance Claims:** In the event of a claim that may be covered by Network Squad's insurance, Network Squad shall use its best efforts to process and resolve such claims through its insurance provider. The Client agrees to provide all necessary cooperation and information to assist Network Squad in handling the insurance claim. The insurance provider's liability, if any, shall be subject to the terms and conditions of the insurance policy, and the Client shall not make any direct claims against the insurance provider beyond the scope of the policy.

11 Miscellaneous Provisions

- 11.1 **Governing Law and Jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 11.2 **Force Majeure:** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or accidents. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.3 **Assignment and Other Dealings:** The Client shall not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of Network Squad.
- 11.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 11.5 **Variation:** Except as set out in these terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Network Squad.
- 11.6 **Waiver:** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.



- 11.7 Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.
- 11.8 Notices: All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given when delivered personally, sent by an overnight courier service, or three days after being mailed by certified or registered mail, postage prepaid, return receipt requested, to the addresses of the parties set forth at the beginning of this Agreement or to such other address as either party may specify by notice to the other party.
- 11.9 No Partnership or Agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 11.10 Third Party Rights: No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

12 Incorporation by Reference

- 12.1 External Terms and Conditions: This Agreement may incorporate specific terms and conditions from external sources, including but not limited to terms set out by software providers such as Microsoft, Google, AWS, and other partners of Network Squad.
- 12.2 Links to External Terms: The Client acknowledges and agrees that certain terms and conditions related to specific software licenses and subscriptions, especially those provided by third-party partners of Network Squad, may be hosted on external websites or platforms. These terms are integral to this Agreement and are hereby incorporated by reference.
- 12.3 Updates and Amendments: The Client understands and agrees that the terms and conditions of third-party software providers or partners, as referenced in this Agreement, may be updated, amended, or modified from time to time by the respective software providers or partners. Such updates or amendments shall automatically be incorporated into this Agreement upon their effective date, and the Client agrees to be bound by such updated or amended terms.
- 12.4 Conflict of Terms: In the event of any conflict or inconsistency between the terms of this Agreement and the external terms incorporated by reference, the terms of this Agreement shall prevail unless explicitly stated otherwise.
- 12.5 Accessibility and Review: The Client is advised to regularly review the external terms and conditions incorporated by reference into this Agreement. The most up-to-date version of this Agreement will be available on the Network Squad website.
- 12.6 No Liability: Network Squad shall not be liable for any changes, updates, or amendments made by third-party software providers or partners to their terms and conditions. The Client's continued use of the software or services following any such changes signifies their acceptance of the updated or amended terms.



12.7 Updates and Amendments: Network Squad reserves the right to update or amend this Agreement from time to time. It is the Client's responsibility to regularly review the Agreement on the Network Squad website for any changes. The continued use of services after any such updates or amendments will constitute the Client's acceptance of the revised Agreement.

13 Termination:

13.1 Either party may terminate this Agreement by providing 30 days written notice to the other party.

13.2 Network Squad may terminate this Agreement immediately upon written notice if the Client breaches any of its obligations under this Agreement and fails to remedy such breach within 15 days of receiving written notice thereof.

14 Dispute Resolution:

14.1 In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through amicable negotiations.

14.2 If the dispute cannot be resolved through negotiations within 30 days, either party may refer the dispute to mediation. If mediation is unsuccessful, the dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15 Acceptance and Signatures

15.1 By accepting the Estimate and Invoice provided by Network Squad Ltd., the Client acknowledges and agrees to the terms and conditions set forth in this Agreement, which is available on the Network Squad website. The Client's acceptance of the Estimate and Invoice constitutes a binding agreement between Network Squad Ltd. and the Client.

15.2 For formal documentation and specific project details, a summarized agreement will be provided to the Client. This summarized agreement will reference the general terms and conditions available on the Network Squad website and will contain specific terms relevant to the project.

Schema 1:

Details of Personal Data Processed

Data subjects:	<p>Client personnel</p> <p>Client's clients</p> <p>Client third parties</p> <p>Business contacts in general</p>
Types of personal data:	<p>Name</p> <p>Job title</p> <p>Email address</p> <p>Phone number</p> <p>Business/home address</p> <p>Date of birth</p> <p>Place of birth</p> <p>Any other personal data provided by the Client to the Supplier</p>
Special categories of personal data:	None
Purpose of processing:	<p>In the case of data subjects other than staff: for the purpose of providing IT services and support to the Client's business.</p> <p>In the case of staff: for the purpose of providing IT services and support for the Client's employment and HR matters.</p>
Nature of processing:	As set out in the body of the Agreement.
Additional instructions:	None



Schedule 2

FSI Addendum

Microsoft Cloud Agreement

Financial Services Amendment

This Financial Services Amendment (“Amendment”) is entered into between Customer and the Microsoft Affiliate who are parties to the Microsoft Cloud Agreement (the “Agreement”). The parties agree that this Amendment supplements the Agreement and applies only to the Online Services, defined below, that Customer buys under the Agreement.

Customer or Customer’s Affiliate is subject to oversight by a financial services Regulator. In consideration of such oversight, the parties agree that the Agreement is amended as follows:

1. Defined Terms

Capitalized terms used but not defined in this Amendment will have the same meanings as provided in the Agreement or the Online Services Terms (“OST”). The following definitions are used in this Amendment:

“Customer” means, for purposes of this Amendment, any Affiliates that are subject to oversight by a Regulator and are consuming Online Services.

“Microsoft Online Services FSI Customer Compliance Program” or “FSI Customer Compliance Program” means an optional, fee-based program available to Microsoft customers or affiliates of those customers that are subject to oversight by a Regulator.

“Online Services” means, for purposes of this Amendment, the Microsoft Dynamics 365 Core Services, Office 365 Services, Microsoft Azure Core Services, Microsoft Intune Online Services and Microsoft Power BI Services, each as defined in the “Data Processing Terms” section of the OST.

“Regulator” means any financial services regulator that has examination or supervisory rights over Customer or Microsoft as the provider of Online Services to Customer.

2. Enabling Customer Compliance

a. **Effective Access to Data and Business Premises.** As set forth in this Amendment and for clarity and to be consistent with applicable regulations, Microsoft will provide Customer, Customer’s internal and external auditors (both of which are defined as “Customer Auditor” herein) and Customer’s Regulator, with effective access to data related to the activities outsourced to Microsoft, as well as reasonable access to Microsoft’s business premises (see Section 2(b)(ii) and Section 2(c)(iii)). Customer will at all times have direct access to Customer Data, including Customer’s virtual machines and applications deployed in the Online Services. This includes the ability for Customer to conduct vulnerability and penetration testing of Customer’s deployments in the Online Services or other similar testing as applicable to a specific Online Service that Customer is using. For avoidance of doubt, Customer must conduct any testing in accordance with Microsoft’s terms and conditions, which may require, among other things, Customer to provide Microsoft with advance notice of any tests and prohibit Customer from targeting any other Microsoft customer.

b. Regulator Right to Examine.

(i) In the event that Customer’s Regulator requests information relating to Customer’s use of the Online Services, Customer will, in the first instance, use the standard features of the Online Services and the information provided to Customer to respond to such request.

(ii) In the event that the Regulator requests to examine the Online Services operations and controls in order to meet the Regulator’s supervisory obligations of Microsoft as a service provider of Customer, Microsoft will provide the Regulator with a direct right to examine the Online Services, including the ability to conduct an on-premises examination; to meet with Microsoft personnel and Microsoft’s external auditors; and to access any related information, records, reports and documents. Such activities may take place at Microsoft’s offices, at other locations where activities relating to the Online Services provided to Customer and its Affiliates are performed, and as otherwise requested by the Regulator.

(iii) Microsoft will not disclose Customer Data to the Regulator except as described in the General Privacy and Security Terms in the OST, and the Regulator will not be allowed access to data belonging to any other Microsoft customer.



(iv) Customer will at all times have access to Customer Data using the standard features of the Online Services and may delegate its access to Customer Data to representatives of the Regulator.

(v) Customer and Microsoft will be responsible for their own costs associated with any of the activities described in this Section 2(b).

(vi) For clarity, Microsoft and Customer will work together to resolve each Regulator request through discussion and interaction between Customer, Microsoft and the Regulator. Microsoft and Customer acknowledge that the provisions relating to the Regulator right to examine are not intended to contravene or interfere with any applicable

laws or regulations, and nothing in this section should be construed as an impediment to the Regulator's ability to examine the Online Services.

c. Customer Examination, Monitoring and Audits Rights. To enable Customer to meet its examination, oversight and control, and audit requirements, Microsoft has developed specific rights and processes that provide Customer, and other customers that are subject to oversight by a Regulator, with access to information, Microsoft personnel and Microsoft's external auditors. Such rights and processes are designed to provide Customer with effectively the same access to information and personnel that Microsoft would provide to a Regulator, while preserving Microsoft's ability to operate the Online Services and protect the privacy and confidentiality of other customers' data. Specifically, Microsoft will provide Customer, including Customer Auditor, with the rights described below. The activities described in Section 2(c)(iii) below may occur onsite in Microsoft's offices or at other locations where activities relating to the Online Services are performed.

(i) Online Services Information Security Policy. As set forth in the OST, each Online Service follows a written data security policy ("Information Security Policy") that complies with certain control standards and frameworks. Microsoft will make each Information Security Policy available to Customer, along with descriptions of the security controls in place for the applicable Online Service and other information reasonably requested by Customer regarding Microsoft security practices and policies.

(ii) Audits of Online Services. On behalf of customers including Customer and Customer's Auditor, as well as any Regulator, Microsoft will cause the performance of audits of the security of the computers, computing environment and physical data centers that it uses in processing Customer Data (including personal data) for each Online Service. Each audit will result in the generation of an audit report ("Audit Report"), as set forth in the OST. Pursuant to the terms set forth in the OST, if Customer requests, Microsoft will provide Customer with each Audit Report.

(iii) FSI Customer Compliance Program. Customer may participate in the optional FSI Customer Compliance Program at any time under this Agreement, which enables Customer to have additional monitoring, supervisory and audit rights and additional controls over the Online Services as described in Sections 2(c)(iii)(1) - (2) below.

1) Supervisory Access to Online Services Information and Microsoft Personnel.

A. Additional Microsoft Support. Through Customer's Premier Support Services engagement, Customer will have access to Microsoft personnel for raising questions and escalations relating to the Online Services.

B. Audit Webcasts. Subsequent to Microsoft receiving an Online Services Audit Report, Microsoft will invite all FSI Customer Compliance Program members ("Members") to participate in a webcast, hosted by Microsoft, for Members to discuss the results of the audit. Each webcast will include an assessment of whether: (1) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, and (2) the control procedures operated effectively during the reporting period. Upon request from Members that attend the audit webcast, Microsoft will provide detailed information regarding planned remediation of any deficiencies identified by the audit.

C. Significant Events. Microsoft will provide communications to all Members regarding (1) the nature, common causes, and resolutions of security incidents and other circumstances that can reasonably be expected to have a material service impact on Members' use of the Online Services; (2) Microsoft risk-threat evaluations; and

(3) significant changes to Microsoft's business resumption and contingency plans, or other circumstances, that might have a serious impact on Members' use of the Online Services.

D. Penetration Testing. At least annually, Microsoft will conduct third party penetration testing against the Online Services, including evidence of data isolation among

tenants in the multi-tenant Online Services. Upon request, Microsoft will provide Members with a summary report of the results of such penetration testing.



E. Transparency of Online Services Through Program Events. Microsoft will make subject matter experts for the Online Services available to all Members through group events such as webcasts or in-person meetings, including an annual summit event. Such events will include a roadmap of planned developments, an opportunity for Members to provide structured feedback and/or suggestions regarding the FSI Customer Compliance Program and its desired future evolution, and reports of significant events (as described in this section). These events will also provide an opportunity for Members to discuss common issues with each other and raise them with Microsoft. The format and frequency of community events may vary over time; provided, that the objectives set forth in this paragraph will be accomplished not less than annually.

F. Additional Member Requests for Information. For Online Services that have been audited pursuant to SSAE 16 SOC 1 Type II and SSAE 16 SOC 2 Type II, as reflected in the OST, Members may request additional information from Microsoft subject matter experts not addressed through the standard features of the Online Services, the provisions in Section 2 or other available resources, on a fee-based per diem basis. In order to respond to any such request, Microsoft will

prepare a statement of work with estimated fees, based on a per diem rate of US\$4,000 per day for each Microsoft employee, plus reasonable travel expenses. Members will not be charged the full per diem fee for a Microsoft engineering resource who is needed for only a portion of a single day. Microsoft will only charge fees for work performed on a pro rata basis. Further, Microsoft will not charge fees for any Microsoft employee performing administrative tasks, such as meeting coordination, escorting visitors or document copying. The statement of work must be executed by both parties before work can commence. Invoicing, payment and tax terms will be the same as for Professional Services under the Microsoft Premier Support Services Agreement.

If a Member is not reasonably satisfied by the sufficiency of the information provided by Microsoft employees, the Member may submit a written request to meet with one of Microsoft's external auditors. Microsoft will request that the external auditor that has audited the relevant Online Service meet with the Member to discuss any questions. Any such discussion will be subject to the agreement of the external auditor, will be at the Member's expense, and will be subject to the Member signing confidentiality documentation in form and content satisfactory to the external auditor.

2) Ability to Influence the Online Services and Programs – Suggestions for Additional Testing.

Microsoft will provide each Member with advanced details on existing and future certifications, audit plans and scope and will solicit feedback on any potential changes to current certifications. For each Microsoft audit, 100% of the existing controls in scope for that audit type will be subject to testing by the auditor, and the expectation is that all controls for each audit scope will be tested within a 3-year audit cycle. As part of the FSI Customer Compliance Program, each Member may suggest additional controls to be included in a future audit scope. Microsoft will consider each such suggestion and, if not accepted, will provide a reasoned basis for refusal. For any given audit cycle, across all suggestions from all Members, Microsoft will include a minimum of five Member-specified controls (from the existing control set) in the audit instructions and will inform the auditor that these controls were selected by the Members. Compliance with these controls will be validated using tests that are consistent with the type of audit (e.g., ISO or SSAE) undertaken.

If the total number of Members in the FSI Customer Compliance Program exceeds 15, Microsoft will establish an executive committee ("Executive Committee"). For a given audit cycle, the Executive Committee will determine the five controls described above on behalf of all Members. Microsoft may, at its discretion, include additional controls requested by Members.

The Executive Committee will be comprised of at least one representative from each key regulated market with a participant in the FSI Customer Compliance Program. If there are multiple Members from a given market, the Executive Committee member for that market will be determined by (1) majority agreement among the Members from that market that have more than 10,000 active seats in the Office 365 Services or more than US\$500,000.00

annual commitment of Microsoft Azure Core Services, or (2) a regulator having authority over all Members from that market. The key regulated markets shall, at a minimum, include Canada, United States, United Kingdom, France, Germany, Japan and Italy. Microsoft may add key regulated markets or increase the number of Members on the Executive Committee only in consultation with all Members.

For clarity, nothing in this section precludes Members from requesting that new controls or additional details for a given product, feature or Online Service be included in the roadmap for future audits. Microsoft will consider each such request and, if not accepted, will provide a reasoned basis for refusal.

3) FSI Customer Compliance Program Conditions and Processes.



A. Conditions. Customer's participation in the FSI Customer Compliance Program is conditioned on Customer (a) being regulated by a Regulator; (b) maintaining an active, paid subscription to one or more Online Services through the Agreement; and (c) maintaining an active, paid Microsoft Premier Support Services agreement. Customer also must pay a US\$50,000 annual fee for each year Customer participates.

B. Onboarding. If Customer decides to join the FSI Customer Compliance Program, an authorized Customer representative shall notify Microsoft by sending Customer contact information and purchase order details for the annual fee to the following Microsoft email address: fsicompro@service.microsoft.com.

C. Termination. Customer may terminate its membership in the FSI Customer Compliance Program at any time by notifying Microsoft. Microsoft may terminate Customer's membership in the FSI Customer Compliance Program if Customer fails to satisfy any of the conditions set forth in Section 2(c)(iii)(3)(A) above.

3. Security Incident: Limited Reimbursement for Certain Costs

To the extent that a Security Incident (as defined in the OST) results from Microsoft's failure to comply with its obligations under the Agreement, and subject to the limitations of liability applicable to each Online Service, Microsoft will reimburse Customer for reasonable out-of-pocket remediation costs incurred by Customer in connection with that Security Incident. "Reasonable out-of-pocket remediation costs" consist of (a) actual costs of payments, fines, penalties, sanctions, attorneys' fees, court costs or fees, or other remedies or liabilities, and any interest thereon, imposed by a court, tribunal, arbitration panel, government body or regulatory agency for a Microsoft-caused Security Incident;

(b) additional commercially-reasonable out-of-pocket expenses incurred by Customer or its Affiliates to manage or remedy the Microsoft-caused Security Incident including, without limitation, costs associated with restoring, correcting, or repairing the affected Online Service; (c) commercially-reasonable out-of-pocket expenses for legally-required notifications of Customer's end users of

the Microsoft-caused Security Incident (but not the costs of any professional third-party services, including those relating to crisis management, public relations or media relations services, which are indirect and consequential damages under the Agreement). Customer must document all such expenditures and, upon Microsoft's request, those expenditures must be validated by an independent, internationally-recognized third party financial services industry expert chosen by both parties. For avoidance of doubt, the costs reimbursed by Microsoft under this paragraph will be characterized as direct damages subject to the limitation on liability in the Agreement, and not as indirect, consequential, special or incidental damages excluded in the Agreement.

4. Customer Termination Rights

a. Termination at the Direction of Regulator. Customer may terminate an Online Service at the express direction of a Regulator with reasonable notice.

b. Termination for Regulatory Compliance. In the event Customer becomes subject to a new government law, regulation, requirement, decision, order or other ruling that Customer determines it cannot comply with because Customer is using the Online Service(s), Microsoft will discuss with Customer how to accommodate Customer's requirements. The parties may contemplate adding additional products or services, procuring those products or services from a third-party provider, or adding other solutions, each at Customer's expense. If the parties are not able to satisfy Customer's new regulatory requirements, Customer may terminate the applicable Online Service without cause by giving 60 days' prior written notice to Microsoft.

5. Business Continuity of Online Services

Microsoft acknowledges that Customer may be required by its Regulator to ensure that it is able to continue to carry on its business in the event of (1) regulatory or other legal action impacting Customer or one of its Affiliates; or (2) termination of the Agreement. Microsoft and Customer agree as follows:

a. Continuity after Customer Transfer of Rights.

1) In the event of the insolvency, reorganization, liquidation or some other action impacting Customer or one of its Affiliates, as provided by applicable law or regulation for the financial industry (e.g., "too big to fail", "recovery and resolution", "special administration", and similar regulations and actions), and to the extent required to maintain continuity of Microsoft's provision of the Online Services purchased by Customer under the Agreement, Microsoft will consent to Customer assigning, sublicensing or transferring its rights under the Agreement to (A) one or more of its Affiliates, or (B) a third party that purchases or otherwise succeeds to any or all of the business or assets or equity of Customer. In each case, the entity to which rights are transferred is the "Transferee," and Transferee will have access to Customer Data through Microsoft's standard processes and tools.



2) Microsoft will neither terminate the Agreement nor suspend or delay the performance of its obligations under the Agreement, subject to the following conditions:

A. The Transferee must pay all fees and charges payable by Customer to Microsoft under the terms of the Agreement for services provided before the transfer and through the renewal or replacement of the Agreement.

B. The Transferee and Microsoft will work in good faith to renew the Agreement or, as appropriate, to replace the Agreement with appropriate terms for Microsoft to provide the Online Services to the Transferee.

C. If Microsoft and the Transferee cannot agree on terms, as described in clause B, within 12 months after the transfer of rights to Transferee, then Microsoft may terminate the Agreement by providing notice to Transferee.

D. The aggregate liability of Microsoft and its Affiliates to Customer, Customer's Affiliates and the Transferee will not exceed the aggregate liability of Microsoft and its Affiliates under the Agreement.

3) In the event the Transferee would like to enter into a new Agreement, the parties will work in good faith to put in place terms that are appropriate in light of the transfer under this Section 5(a).

b. Continuity after Termination of Agreement. If the Agreement terminates for any reason, then Customer may elect to extend the Online Services on a month-to-month basis for up to twelve months from the date of termination by providing notice of such election to Microsoft. During such period, Microsoft will continue to provide, and Customer will continue to receive and pay for, the Online Services pursuant to the terms and conditions of the Agreement. In addition, during such period Customer will be able to retrieve its Customer Data through Microsoft's standard processes and tools. Customer may cancel the extended service by providing a notice of cancellation to Microsoft. Cancellation will be effective at the end of the month following thirty days after Microsoft receives the notice of cancellation.

c. Reversibility. In the event of a termination of the Agreement as described in Section 4 and this Section 5 and Customer chooses to migrate to a different online service, Customer may request that Microsoft provide assistance in such transition through Microsoft's Professional Services Organization at the then-current rates for such services.

Customer may request migration or transition assistance and support from Microsoft's Professional Services Organization at any time during the extended service period described in Sections 5(a) and 5(b).

6. Miscellaneous

a. Confidentiality. This Amendment, the Information Security Policy, the Audit Reports, and all information regarding and provided through the FSI Customer Compliance Program are Microsoft Confidential Information. Customer may disclose these items to a Customer Auditor or consultant or a Regulator, provided that (1) Customer first redacts all terms that are unrelated to regulatory oversight and approval, including pricing information and order quantities; and (2) other than disclosures to a Regulator, Customer must comply with the Confidentiality terms of the Agreement as if the disclosure was a disclosure of Microsoft Confidential Information by Customer to a Customer Representative.

b. Term and termination. Subject to Section 4 and Section 5 above, this Amendment will terminate automatically upon any termination of the Agreement. Except for changes made by this Amendment, the Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Agreement identified above and any provision in the OST, this Amendment shall control.



Schedule 3

Surveil EULA

1. The End User Terms and Conditions located at <https://slim.azureedge.net/slim/eula.pdf> ("IT Exact Terms") apply to the provision of the IT Exact Software as a Service ("IT Exact Service") as between the Client and IT Exact Limited ("IT Exact"). In the event the Client does not accept the IT Exact Terms, the Supplier reserves the right to suspend the provision of the Services until such time as the Client accepts such IT Exact Terms.

2. IT Exact be solely responsible for its compliance with the IT Exact Terms.

3. The Supplier:

(a) expressly excludes any warranty to the Client that the IT Exact Service supplied or licensed under the Managed Services Agreement will operate substantially in accordance with, and perform, the material functions and features as set out in the its marketing, sales or other associated documentations; and

(b) shall not be liable to the Client:

(i) for the acts or omission of IT Exact; or

(ii) for any failure to perform its obligations under the Managed Services Agreement or this Order Form where there is a corresponding failure by IT Exact to perform its obligations under the IT Exact Terms.

4. The Client shall be liable to the Supplier for, and shall indemnify and keep the Supplier indemnified on demand against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

(a) any loss or damage that arise or result from the Client's breach of the IT Exact Terms; and

(b) the amount of all costs and expenses (including legal and out-of-pocket expenses) incurred by the Supplier in connection with enforcing or preserving any rights under, or monitoring the provisions of the IT Exact Terms.

The Client's liability under this clause shall be unlimited.

5. The provision of the IT Exact Service referred to in this Order Form shall be solely governed by the IT Exact Terms. For the avoidance of any doubt, in the event of a conflict between the IT Exact Terms and the Managed Services Agreement or this Order Form insofar as it relates to the IT Exact Service only, the IT Exact Terms shall prevail. For all other Services, the Managed Services Agreement and this Order Form shall apply