

## ACT SYSTEMS MASTER SERVICE AGREEMENT

This Master Services Agreement (“Agreement”) by and between Client as identified (above) and **Advanced Computer Technology Systems LTD (“ACT Systems”)** located at the address set forth below, is effective as of the date specified above (the “Effective Date”). The parties agree as follows:

ACT Systems LTD  
 Unit 4 Bennet Place  
 15 Bennet Road  
 Reading  
 RG2 0QX

1. **Performance of Services:** ACT Systems shall provide the Information Technology infrastructure support services set forth in the attached **Schedule of Technical Services (“Schedule”)** and any subsequent schedules executed by the parties. Each Schedule shall set forth the type of services to be performed and the related fees. Fees shall be subject to change by ACT Systems upon notice to Client. Any work to be billed on an hourly or daily basis will be confirmed via quotation and require client approval; the Client agrees to pay for the actual services provided by ACT Systems at the specified rate.
2. **Fees & Payment:** Client agrees to pay all fees specified on each Schedule. All payments shall be made in **UK Sterling** and will be due on Client’s receipt of the applicable invoice. ACT Systems may bill in advance for any recurring service. Client shall be responsible for all taxes, withholdings, duties and levies arising from the services (excluding taxes based on the net income of ACT Systems. ACT Systems shall have the right to suspend service if Client has failed to pay any invoice within **thirty days (30) days of receipt**. All payments are requested by electronic invoice (paper invoices supplied by request only). Payment methods in the form of electronic payment (BACS) and cheques are accepted. Customer must retain invoice as proof of purchase. Deposit payments will be requested in the form of a Pro Forma Invoice; on delivery of goods a full Invoice will be supplied. All payments, which are not received when payable, shall be considered overdue and ACT Systems reserves the right to charge interest daily at four per cent per annum above the Bank of England’s base rate. The contents of the Invoice in the absence of a manifest error, be deemed to have been accepted by the Customer unless the Customer has notified ACT Systems in writing within 7 days from the date of the Invoice that such contents are disputed.
3. **Deposits:** All hardware purchases are subject to a 50% deposit of total order value prior to processing and delivery (75% for Laptops). Consultation and technical services may incur a deposit which will be highlighted during the quotation process or as a standard term of the schedule of services.
4. **Terms of Agreement:**
  - (a) Unless terminated earlier in accordance with (b) below, the initial term of this Agreement shall commence on the Effective Date and Terminate twelve (12) months thereafter. This Agreement shall automatically renew for successive one (1) year terms unless either party provides the other with

notification of termination at least thirty (30) days prior to expiration of the then-current term. (b) Either party may terminate this Agreement (including any and all Schedules) at any time if the other party: (i) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach or (ii) ceases operation without a successor. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Sections 4 (Warranty Disclaimer), 5 (Liquidated Damages), 6 (Limitation of Liability), 7 (Confidential and Proprietary Information) and 8-23 (general terms) shall survive any expiration or termination of this Agreement.

5. Limited Warranty: (a) Services: ACT Systems warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all services will be performed in a professional manner in accordance with generally applicable industry standards. ACT Systems's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for ACT Systems to re-perform any deficient services, or, if ACT SYSTEMS is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. ACT Systems shall have no obligation with respect to a warranty claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software, the actions of Client or some other party or is otherwise caused by factors outside the reasonable control of ACT Systems. (b) Hardware: Where installation or training is not included in the Price and not ordered by the Customer, the Customer will be solely responsible for this, and ACT Systems disclaims all liability in this connection. Where the Hardware includes data communications equipment and data transmission speeds are given in relation to any item of Hardware, these are always subject to any conditions of the applicable telecommunications utility company relating to the use of the relevant modem at the speeds indicated and to the capability of any of that company's equipment to which the Hardware is linked. Where the Hardware is installed or used in conjunction with other products not supplied by ACT Systems, the Customer will be solely responsible for ensuring that the Products are compatible with such other products, and ACT Systems disclaims all liability in this connection. ACT Systems warrants that it has good title to or the legal right to supply all products supplied to the Customer. Products are warranted for a period of 12 months from the date of purchase unless otherwise stated by written quotation. Standard warranty is a return to base policy unless specified in written quotation; all products must be returned in their original packaging, undamaged and with all manuals, disks and cables. ACT Systems will by customer request extend the standard Return to Base Policy to an onsite warranty repair for contracted Supported customers only but reserve the right to charge all or part of labour time incurred. Where any Product is to be returned to ACT Systems the expense responsibility and risk of delivering the Product to ACT Systems shall be borne by the Customer (unless agreed otherwise in writing). ACT Systems shall assume the expense and responsibility of redelivering the Product to the Customer. In any case where ACT Systems reasonably determines that the Hardware is not defective, the Customer will pay ACT Systems all costs of handling, transportation and repairs at ACT Systems then prevailing rate. The stated warranties apply only to the Customer and not any third party and are contingent upon proper treatment and use of the Products with no unauthorized modifications and maintenance at a safe and suitable premise. The supply of Hardware to the Customer does not convey any ownership or license to exploit any of the proprietary rights of ACT Systems in the Hardware. Any such proprietary rights granted to the customer by ACT Systems will be granted only subject to a separate restricted non-transferable, non-exclusive license supplied by ACT Systems will

be granted only subject to a separate restricted non-transferable, non-exclusive license agreement. All operating instructions, manuals and other documentation referencing the Hardware and supplied by ACT Systems are subject to copyright and shall not be copied or disclosed to any third party without the prior written consent of ACT Systems. (c) This section 4 is a limited warranty, and sets forth the only warranties made by act systems. ACT Systems makes no other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose or noninfringement or any warranties regarding the performance of any software or hardware provided or installed by ACT Systems. Client may have other statutory rights. However, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the warranty period.

6. Liquidated damages for Hiring ACT Systems Employees: If, during the term of this Agreement or for twenty four months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any employee of ACT Systems (or ex-employee within three months of the employee's termination from ACT Systems) who has provided services to Client on behalf of ACT Systems, Client agrees that ACT Systems will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, Client agrees that for each such ACT Systems employee hired by Client, Client will pay ACT Systems Forty-Five Thousand UK Sterling (£45,000) as liquidated damages. Notwithstanding the foregoing, for the purposes of this section 5, "employee of ACT Systems" shall include only employees of ACT Systems who provide services to ACT Systems customers and shall not include accountants, attorneys or other independent contractors of ACT Systems who provide services to ACT Systems itself.

7. Limitation of Liability: ACT Systems will not be liable for any indirect, incidental, special, or Consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if ACT Systems has been advised of the possibility of such liabilities. ACT Systems is not responsible for problems that occur as a result of the use of any third-party software or hardware. In no event will the amount client may recover under this agreement exceed the total payments made to ACT Systems by client pursuant to this agreement in the immediately preceding twelve (12) months. The limitations set forth in this section 6 shall not apply to personal injury or damage to tangible property caused by the wilful misconduct or gross negligence of ACT Systems.

8. Confidential and Proprietary Information: Each party agrees that all know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is

independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. Any templates, schematics, processes or technical documentation provided by ACT Systems shall be deemed Confidential Information and proprietary information of ACT Systems without any marking or further designation. Client may use such information solely for its own internal business purposes. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. If ACT Systems shall appoint any sub-contractor, then it may disclose confidential information to such subcontractor. Subject to such sub-contractor giving ACT Systems an undertaking in similar terms to the provisions of this clause. The foregoing obligations to confidentiality shall survive any termination of the contract. ACT Systems shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

9. Independent Contractor: The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10. Title: Title to the Products is vested in ACT Systems, only when the Price, all taxes and other charges due under the Contract have been paid in full, will title to any goods supplied under the Contract pass to the Customer. No title or ownership of any Software supplied under the Contract and licensed to the Customer under any Licence Agreement is transferred to the Customer. Until title in the Products passes to the Customer, the Customer shall hold the Products as ACT Systems fiduciary agent and bailee, and shall keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as ACT Systems property. Until that time the Customer shall be entitled to resell or use the Products in the ordinary course of its business but shall account to ACT Systems for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored, protected and insured. Until title in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) ACT Systems shall be entitled at any time to require the Customer to deliver up the Products to ACT Systems and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products. The Customer shall not be entitled to pledge or in any way change by way of security or any indebtedness any of the Products which remain the property of ACT Systems but if the Customer does so all monies owing by the Customer to ACT Systems shall (without prejudice to any other right or remedy of ACT Systems) forthwith become due and payable.

11. Delivery: Delivery will be affected at the Delivery Address. If appropriate the Customer will make the Delivery Address available for inspection by appropriate ACT Systems staff at an agreed time during a period of 30 days before the Delivery Date if so required by ACT Systems. If appropriate the Customer will furnish the necessary labour (if ACT Systems so requires under ACT Systems direction) for taking any product supplied its designated operation point, unpacking it and placing it in the desired location. The Delivery Date is approximate only and not of any contractual effect. While ACT

Systems will use all reasonable endeavours to meet the Delivery Date it will not be liable for any loss or damage (including loss of use, loss of contract or loss of profits) incurred by the Customer as a result of any failure to deliver on such particular date. If the Customer refuses or fails to take delivery of Products ordered, delivery will nevertheless be deemed to have taken place for the purpose of ACT Systems rights to payment and ACT Systems will be entitled to store the Products at the Customer's risk and expense, including all transportation charges. The Customer shall inspect the Products on delivery and shall within 48 hours of delivery notify ACT Systems of any alleged shortage in quantity, damage or failure to comply with description or sample. If the Products are not in accordance with the schedule the sole remedy of the Customer shall be limited to ACT Systems making good any shortage by replacing such Products or if ACT Systems shall elect by refunding a proportionate part of the Price.

12. Working Hours: ACT Systems standard hours of operation are 8am – 5.30pm Monday to Friday, excluding public holidays. Support given outside of standard operational will charged at a pre-agreed rate or as part of the Schedule, where appropriate will carry an additional premium over and above standard rates. Scheduled maintenance may occur outside of operational hours where appropriate and the client will be informed prior for agreement before any works commence.

13. Substitutions and Changes: ACT Systems reserves the right to make improvements, substitutions or modifications to any part of the Products at any time prior to delivery, provided that such improvements, substitutions or modifications will not materially affect the performance of such Products. ACT Systems further reserves the right to change the Delivery Date and increase the price of the Products at any time prior to delivery to reflect any increases in the cost of ACT Systems which is due to any factor beyond ACT Systems control. No order which has been accepted by ACT Systems may be cancelled by the Customer except with the prior written consent of ACT Systems and the Customer shall indemnify ACT Systems in full against all loss (including loss of profit), costs (including the cost of all labour and materials used) damage, charges and expenses incurred by ACT Systems and as a result of such cancellation. In the event that ACT Systems accepts the return of any cancelled orders a 30% re-stocking fee will be charged.

14. Software: Copyright subsists in all Software whether it is ACT Systems Proprietary Software or Software supplied by ACT Systems under license. All Software is supplied to the Customer only under the Terms and Conditions of the applicable licence agreement (whether this has been signed/or returned to ACT Systems or not). No part of the Software may be copied, reproduced or utilised in any form by any means without the prior written approval of ACT Systems. It is the sole responsibility of the customer to comply with the terms and Conditions of any License Agreement and the Customer is hereby notified that any failure to comply with such Terms and Conditions may result in the revocation of such License Agreement. Software is warranted in accordance with the Terms of any License Agreement governing its supply.

15. SUPPORT: ACT Systems on implementation of the agreement cannot guarantee support for any software or hardware not implemented by ACT Systems unless previously discussed and agreed by ACT Systems although best endeavours will be made on behalf of ACT Systems at all times. If a call for support is made and a support engineer is not available and in order to guarantee the response from ACT Systems it is the responsibility of The Client to leave a voice mail message on 01189 870

070 and to send a follow up e-mail to [support@actsystems.co.uk](mailto:support@actsystems.co.uk). Telephone/remote is in respect to existing equipment and software, ACT Systems reserve the right to charge for remote support deemed to be an implementation of new equipment/software or project. ACT Systems will inform The Client before carrying out any work where an additional charge is involved. In the event the requirement for a customer site visit is identified ACT Systems will offer a minimum of one date and time to fall within the Schedule response time. Should the offered date(s) and time(s) not be convenient to The Client then a mutually convenient date and time will be arranged. If the rearranged date and time is outside of the onsite guaranteed response time it will not constitute a failure by ACT Systems to meet its guaranteed response time. Any equipment for repair that has been removed from The Client premises will be clearly marked and identified as being the property of The Client and will be secured and stored separately from equipment belonging to ACT Systems.

ACT Systems expected service levels and processes are documented in the attached Appendix A "End User Support Manual". SLA's (Service Level Agreement) offered in both Appendix A and/or client specific within the documented Schedule are seen to be on a best endeavours basis. If at any time it is deemed that ACT Systems failed to meet any of the SLA response times documented in the Schedule further support will be offered at no additional costs to the Client for a period deemed reasonable by ACT Systems to rectify the specific related issue.

16. ACT Systems reserves the right to use any business email addresses obtained to provide updates on products, services and security updates. ACT Systems will endeavour to remove any personal email addresses from any mailing lists. Any emails addresses can be removed by request. Personal information held by ACT Systems will be kept to a minimum and will not be distributed to any third party. These details will be accessible by ACT Systems employees and only used for support purposes. In line with GDPR requirements this information can be made available to the person(s) involved or removed upon request.

17. ACT Systems privacy and data processing policy can be found on our website at the link below: <http://www.actsystems.co.uk/wp-content/uploads/2018/06/ACT-Privacy-Policy-18th-June-2018.pdf>

18. ACT Systems Website, Cookies policy can be found on our website at the link below: <http://www.actsystems.co.uk/wp-content/uploads/2018/06/ACT-Website-Cookies-Policy-18th-June-2018.pdf>

19. Telecommunication Requirements: When computer equipment is connected to a public network, i.e. a switchboard or telephone network, certain regulations of the telecommunications provider apply. It is the sole responsibility of the customer to ensure compliance with all such regulations.

20. Life Endangering Applications: The products are designed for standard commercial use and are not intended to be installed or used in hazardous or life-threatening environments or potentially life-threatening applications, including but not limited to environments or applications involving safety or critical systems in the nuclear industry or the control of aircraft in the air. The customer undertakes not to use or supply the products for these purposes and agrees to indemnify ACT Systems harmless from and against all liabilities and related costs arising out of the use of any of the products for any of these purposes.

21. Assignment: This Agreement may not be assigned by Client without the prior written consent of ACT Systems but may be assigned by ACT Systems (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of ACT Systems' assets. Any purported assignment in violation of this section shall be void.

22. Complete Understanding; Modification: This Agreement, including any and all Attachments and Schedules attached hereto, constitutes the full and complete understanding and agreement between Client and ACT Systems and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both Client and ACT Systems.

23. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right provided for in the Agreement will not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect.

24. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

25. Notices and Reports: Any notice or report hereunder shall be in writing to the notice address set forth below and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered/tracked Royal Mail or similar (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

Thank you for your business!