

## SOURCED - TERMS AND CONDITIONS FOR SERVICES

### Recitals

**WHEREAS**, Sourced Group Cloud Services Limited a company incorporated under the laws of England and Wales whose registered office is at Floor 22, Capital Tower, Greyfriars Road, Cardiff, UK CF103AG (hereinafter "**Service Provider**") is in the business of providing certain Services (as hereinafter defined) and is effective as of the date of the latest signature ("**Effective Date**"); and

**WHEREAS**, [ ] (hereinafter "**Customer**") desires to obtain such Services from Service Provider through a Statement of Work ("**Statement of Work**" or "**SOW**");

**NOW, THEREFORE**, the following outlines the standard terms and conditions governing the provision of the Services by the Service Provider to the Customer, which are acknowledged and agreed to by Customer:

### SECTION 1. SCOPE OF SERVICES

**1.1 Services.** Service Provider agrees to provide, and Customer agrees to accept, those services (the "**Services**") the scope of which is described in the Statements of Work to which these Terms have been attached as Schedule A (each a "**Statement of Work**") as are from time to time agreed to and executed by each of the parties and which may be amended as set forth in Section 1.2. "**Services**" shall include any tangible or intangible documents, information, products, goods, or software that is expressly identified as a "**Deliverable**" in a Statement of Work.

**1.2 Revisions.** Any revisions to the scope of the Services shall be made by an amendment to the appropriate Statement of Work or a Change Order executed by an authorized representative of both parties. There shall be no obligation for Service Provider to commence (or continue) work in connection with any scope revision until an amendment is agreed upon by the parties and reduced to a signed writing.

**1.3 Conduct of Services; Warranties.** Service Provider warrants that all Services shall be performed in a workmanlike and professional manner. All Services and Deliverables shall be provided by Service Provider on an "as is" and "as available" basis, and Service Provider expressly disclaims any and all other warranties of merchantability and fitness for a particular purpose. Further, Service Provider makes no warranty of any kind, whether express or implied, with regard to any third-party products, third-party content or any software, services, software-as-a-service, equipment, or hardware Customer may obtain from third parties.

**1.4 Customer Responsibilities.** In connection with Service Provider's provision of the Services, Customer shall perform those tasks and assume those responsibilities specified as Customer's responsibilities in any Statement of Work. Customer understands that Service Provider's performance is dependent on Customer's timely and effective performance of Customer's responsibilities under each Statement of Work, timely decisions and approvals by Customer, and any other condition or assumption included in a Statement of Work. Service Provider shall not be deemed in breach of these Terms and Conditions or any Statement of Work in the event that Service Provider's failure to meet its responsibilities and time schedules is a result of Customer's failure to meet (or any delay in) its responsibilities and time schedules provided in these Terms and Conditions or any Statement of Work. In the event of such failure by Customer (a) Service Provider's deadlines shall be extended by an additional time period designated by Service Provider in Service Provider's sole discretion and (b) Customer's payment obligations shall be unaffected by the extension of any of Service Provider's deadlines. In addition to any particular item which may be specified in a Statement of Work, Customer shall supply Service Provider's on-site personnel with suitable office space, desks, storage, furniture, and other normal office equipment support, including computer resources, telephone service, postage, copying, typing, and general office supplies which may be necessary in connection with Service Provider's performance of the Services. Customer shall be responsible for making, at its own expense and determination, any changes or additions to the Customer's current information and technology systems (including databases), software, and hardware that may be required to support the performance of any of the Services or the operation of any of the Deliverables. Customer shall be responsible for obtaining or purchasing any and all applicable

third-party licenses necessary for Service Provider to render the Services or to provide any Deliverables required in such Statement of Work including, without limitation, licenses for any third-party software or hardware.

## **SECTION 2. TERM AND TERMINATION**

**2.1 Term.** These Terms and Conditions will be effective as of the Effective Date and shall continue for a period of five (5) years unless terminated by mutual written consent of both parties or terminated otherwise as provided in these Terms and Conditions; provided, however, that in case of expiry of these Terms and Conditions the term shall be extended until the completion date of any SOW or expiry date of any Maintenance Order that was entered into prior to the expiration of this Agreement and that is valid as of the date of expiry of this Agreement.

**2.2 Term of any Statement of Work.** The parties agree that the termination of one SOW does not act to (i) terminate any other SOWs; or (ii) terminate these Terms and Conditions.

**2.3 Termination.** Either party may terminate any Statement of Work in the event the other party has materially breached these Terms and Conditions or such Statement of Work (a) within thirty days' notice by the other party of the material breach if such breach remains uncured, and (b) immediately if the nature of the material breach is such that is not possible for the breaching party to cure. Service Provider may terminate any Statement of Work immediately in the event of a breach of Customer's payment obligations for more than ten (10) days. The termination of any Statement of Work shall not terminate any other Statement of Work unless otherwise specified by the terminating party.

**2.4 Remaining Payments.** Service Provider shall submit to Customer an itemized invoice for any fees or expenses that have been accrued under any Statement of Work and Customer shall remit final payment of such fees in accordance with the provisions of Section 3, below.

## **SECTION 3. FEES, EXPENSES, AND PAYMENT**

**3.1** In consideration of the Services to be performed and/or Deliverables to be provided by Service Provider, Customer shall pay Service Provider the compensation as described in any Statement of Work to which these Terms and Conditions are attached.

(a) Payment of the net amount of an invoice, without offset or deduction, is due thirty (30) days from the date of Service Provider's invoice, which shall be submitted to Customer on a monthly basis. Service Provider shall provide (in reasonable details) the Services provided, any Deliverables provided, and an itemization of expenses incurred. In the event that Customer disputes any amounts (or any portion of an invoice) due to Service Provider under any invoice, Customer must notify Service Provider of any such dispute on or before the date that is ten (10) days prior to the due date for payment under such invoice; otherwise, Customer waives its right to dispute any such charges due and owing to Service Provider under such invoice. All undisputed amounts shall continue to be due and payable as set forth in this Section.

(b) Customer agrees that Service Provider may in its commercially reasonable discretion (which could include, without limitation, taking into account any delinquent Customer payments to Service Provider, information that Customer has been delinquent in payments to third parties, or any other information that would indicate that Service Provider's receivables from Customer were otherwise "insecure"), change the terms of Customer's credit, require payment before shipment or before beginning any work on any Services upon written notice to Customer.

**3.2 Reimbursement of Expenses.** In addition to the foregoing, Customer shall pay Service Provider its actual agreed-upon in advance and in writing out-of-pocket expenses as incurred by Service Provider in furtherance of its performance under any Statement of Work. Service Provider agrees to provide Customer with access to such receipts and other records as may be reasonably appropriate for Customer or its accountants to verify the amount

and nature of any such expenses. Expenses shall be reimbursed within thirty (30) days after receipt of Service Provider's invoice.

### **3.3 Taxes.**

(a) **Payable by Customer.** Any charges invoiced by Service Provider pursuant to a Statement of Work shall be exclusive of any sales taxes, goods and services taxes, and other similar taxes and governmental charges, imposed upon or made payable and arising out of sales or services under such Statement of Work, and Customer shall pay all such taxes imposed upon Customer or Service Provider. In the event any such taxes (including any interest, fees, or penalties) are imposed by a taxing authority upon and thereafter paid by Service Provider, Customer shall reimburse Service Provider within thirty (30) days of receipt of an invoice from Service Provider together with any records documenting such payment as may be reasonably requested by Customer.

(b) **Payable by Service Provider.** Customer shall not be liable to pay or reimburse Service Provider for any franchise taxes or fees, or any taxes measured by or against Service Provider's income or property. Customer shall not withhold taxes or superannuation payments from any sum paid to Service Provider pursuant to a Statement of Work or these Terms and Conditions. Service Provider acknowledges and agrees that Service Provider is solely responsible for the payment of its federal, state, provincial and local employment taxes.

## **SECTION 4. INDEPENDENT CONTRACTOR**

**4.1 Independent Contractor.** In connection with these Terms and Conditions and any Statement of Work, each party is an independent contractor and as such will not have any authority to bind or commit the other party to any agreement, arrangement, or relationship. The employees, methods, facilities and equipment of each party will at all times be under the exclusive direction of that party. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. The parties expressly disclaim any such relationship and agree that they have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Service Provider nor any of Service Provider's employees shall make any claim to or be entitled to participate in health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which employees of Customer may be entitled. Customer hereby acknowledges and agrees that Service Provider's engagement of an independent contractor to assist in providing Services pursuant to any Statement of Work shall not require Customer's prior consent and that such individuals shall not be deemed to be subcontractors for purposes of these Terms and Conditions or any Statement of Work.

## **SECTION 5. CONFIDENTIALITY**

**5.1 Confidential Information.** During the Term of any Statement of Work and in the course of providing and receiving the Services and Deliverables provided for herein, each party may be given access to information that relates to the other party's Confidential Information. "**Confidential Information**" means any confidential or proprietary information of a party that is disclosed in any manner and in any media to the other party in connection with or as a result of discussions related to these Terms and Conditions or any Statement of Work, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Specifically, Confidential Information includes (i) the existence, terms and conditions of these Terms and Conditions or any Statement of Work; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information but excludes any information that is (x) in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated, (y) obtained independently from a third party without an obligation of confidentiality to the disclosing party and without breach of these Terms and Conditions or any Statement of Work or (z) demonstrated by the receiving party as having been independently developed by the receiving party without the use of or reference to the Confidential Information of the disclosing party.

**5.2 Treatment and Protection.** Each party hereto agrees to (a) hold in strict confidence all Confidential Information which it received from the other party prior to, or in the course of, the Statement of Work, (b) use the Confidential Information solely to perform or to exercise its rights under these Terms and Conditions or any Statement of Work, and (c) not to transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Service Provider may disclose Confidential Information of Customer to its affiliated entities, each of which must also be under a Confidentiality Agreement substantially similar to this Confidentiality Agreement, in order to perform the Services under this agreement. Each party shall take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case, no less than reasonable measures). The obligations under this Section 5 shall survive (a) for five (5) years for Confidential Information other than trade secrets that have been identified in writing by the disclosing party and (b) indefinitely for information that the disclosing party identifies in writing as a trade secret to the receiving party.

**5.3 Disclosures Required by Law.** The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that (a) the disclosing party is notified in writing prior to disclosure of the information, and (b) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.

**5.4 Remedies Upon Breach.** Each party agrees that the other party shall have no adequate remedy at law if there is a breach or threatened breach of this Section 5 and, accordingly, that either party shall be entitled (in addition to any legal or equitable remedies available to such party) to injunctive or other equitable relief to prevent or remedy such breach, without the necessity of proving actual damages or the requirement of posting a bond or other security.

**5.5 Return or Destruction.** Upon the termination or expiration of the Statement of Work or upon the earlier request of the disclosing party, the receiving party shall (a) at its own expense, (i) promptly return to the disclosing party all tangible Confidential Information (and all copies thereof) of the disclosing party, or (ii) upon written request from the disclosing party, destroy such Confidential Information and provide the disclosing party with written certification of such destruction and (b) cease all further use of the other party's Confidential Information, whether in tangible or intangible form. Notwithstanding the foregoing, (x) each party may keep one (1) copy of any Confidential Information that may be necessary to meet legal or regulatory requirements and (y) the receiving party will not be required to return or destroy any Confidential Information of the disclosing party that has been retained as part of the receiving party's standard information backup procedures.

**5.6 Notification of Certain Events.** As part of the performance under these Terms and Conditions and the Statement of Work, either party will promptly notify the other of the happening of any of the following events: (i) any unauthorized disclosure or use of any Confidential Information; (ii) any request by anyone to examine, inspect or copy any Confidential Information; or (iii) any attempt to serve, or the actual service, of a court or administrative order, subpoena or summons that requires the production of any Confidential Information.

**5.7 Residual Knowledge.** Notwithstanding any other provision of these Terms and Conditions or any Statement of Work, Service Provider and its employees, officers, independent contractors and agents shall have the right to retain, use, and disclose, without accounting to Customer, any Residual Knowledge. "**Residual Knowledge**" shall mean and include only non-recorded information of the type that applicable law would permit an employee of Service Provider to retain and use in subsequent employment with a third party. This exception to the obligations of this Section 5 shall be narrowly construed, is intended only to alleviate the possibility of inadvertent breach of these Terms and Conditions arising from routine, unaided memory retention by employees of Service Provider and does not permit Service Provider or employees of Service Provider to use or disclose information known to Service Provider to be Customer Content (defined below) or Confidential Information subject to these Terms and Conditions.

## SECTION 6. INTELLECTUAL PROPERTY RIGHTS

**6.1 Ownership by Customer:** All Deliverables newly created and delivered by Service Provider to Customer under the Statement of Work shall be owned by Customer, upon payment of all fees due and owing under the applicable Statement of Work under which such Deliverable is provided. Service Provider hereby irrevocably assigns, and shall assign, to Customer without additional consideration all of Service Provider's right, title and interest in and to such Deliverable except with regard to any Service Provider Owned Materials (defined below) incorporated therein.

**6.2 Service Provider Owned Materials and License.** Service Provider shall be the sole and exclusive owner of the (a) materials it lawfully owned prior to the Effective Date of the Statement of Work, (b) materials acquired by Service Provider on or after the Effective Date of the Statement of Work, (c) derivative works of and improvements or modifications to Service Provider Owned Materials created by Service Provider, (d) materials developed by Service Provider other than in the course of the performance of its obligations under these Terms and Conditions or any Statement of Work including Canadian and foreign intellectual property rights in such Service Provider Owned Materials, (e) any derivative and/or residual ideas and Materials which were created based on the services, but do not contain Customer Content, (f) Service Provider's Intellectual Property used in creating any Deliverables herein, and (g) Service Provider's Confidential Information as defined in these Terms and Conditions (collectively, "**Service Provider Owned Materials**"). Service Provider hereby grants to Customer, and Customer hereby accepts, a perpetual, non-exclusive, royalty-free, transferrable, sublicensable, worldwide license to use, and make derivative works of, Service Provider Owned Materials that may be included in one or more of the Deliverables solely as incorporated in such Deliverable and in no separate form or format and solely for Customer's internal business purpose ; provided, however, that Customer shall not be granted a license to use any bug fixes, patches, or upgrades that Service Provider delivers to Customer under any Statement of Work for maintenance and support services unless and until Customer has made payment in full for any and all such maintenance and support services under the applicable Statement(s) of Work and such license shall be valid only during the term and any extension thereof of the maintenance and support services. All Service Provider Owned Materials shall be considered and treated as Confidential Information and the Intellectual Property Rights of the Service Provider.

**6.3 Service Provider Know How.** Service Provider is the sole and exclusive owner of, and retains all right, title, and interest in, the practical knowledge, techniques, skills and expertise of Service Provider whenever learned or gained, including during the term of this agreement ("**Service Provider Know How**").

**6.4 Service Provider's Tools.** Diagnostics, tools, scripts, and accelerators and other items used in the performance of Services will remain the exclusive property of Service Provider. No title or license to such items is granted to Customer. To the extent Service Provider performs services at a Customer location or on Customer systems or other location or Customer systems requested by Customer, Customer shall allow Service Provider immediate access to and recovery of all such items upon Service Provider's request.

**6.5 Ownership of Customer Content.** Customer shall retain all Intellectual Property Rights in any all Intellectual Property owned, held or created by or on behalf of the Customer prior to or independently of Service Provider's performance of the Services under any Statement of Work and these Terms and Conditions and all modifications or enhancements thereto and derivative works based thereon, including, by way of illustration but not limitation, information provided by Customer to Service Provider to be included in one or more Deliverables ("**Customer Content**"), whether or not incorporated into a Deliverable.

**6.6 Limited License to Use Customer Content.** If Customer provides Service Provider with Customer Content, then Customer hereby grants to Service Provider, and Service Provider hereby accepts, a non-exclusive, royalty-free, limited license to use and make derivative works of such Customer Content solely to provide the Services or Deliverables under these Terms and Conditions and any applicable Statement of Work. Upon Customer's written request after termination or expiration of these Terms and Conditions or any Statement of Work, such Customer Content shall be promptly returned to Customer by the Service Provider in a form and format acceptable to the Customer or, if the Customer so elects, shall be destroyed. For the sake of further clarity, the Service Provider shall not (a) use the Customer Content for any purpose other than that of performing the Services under these Terms and Conditions and any applicable Statement of Work, (b) disclose, lend, sell, license, sublicense, transfer, assign,

lease, disseminate, or otherwise dispose of the Customer Content or any part thereof to any third party, (c) commercially exploit any part of Customer Content, (d) possess, or assert any property interest in, or assert any lien, claim, or other right against Customer Content, (e) include any Customer Content in any other item (including software or tools and including derivatives of Service Provider's Prior Work) other than the Deliverables, or (f) otherwise repurpose, redesign, reprogram, or reengineer the Customer Content. Customer Content shall be considered Customer's Confidential Information under these Terms and Conditions.

**6.7 Definitions.** For the purposes of this Section 6, the following definitions shall apply:

(a) "**Intellectual Property**" means all intellectual and industrial property, including (i) any and all patents and applications thereof; (ii) any and all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, design, programming architecture, notes, drawings, systems, data, modules, tools, methodologies, analysis, frameworks, specifications, reports, manuals, interfaces, formula, models, methods, processes, proprietary information, know-how, technology, technical data, schematics and customer lists, and all documentation relating to any of the foregoing; (iii) any and all designs, including industrial designs and applications thereof; (iv) any and all copyrights, copyrights registrations and applications thereof, and all other rights corresponding thereto; (v) any and all trade names, corporate names, logos, trade dress, common law trademarks, trademark registrations and applications thereof; and (vi) any and all computer programs, applications or software whether in source, object or executable code including documentation and other materials or documents related thereto.

(b) "**Intellectual Property Rights**" means any right that is or may be granted or recognized under any Canadian or foreign laws regarding patents, copyrights, neighbouring rights, moral rights, trade-marks, trade names, service marks, industrial designs, trade secrets, know-how, Confidential Information, mask work, integrated circuit topography, privacy, publicity, celebrity and personality rights law and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.

## **SECTION 7. INDEMNIFICATION**

**7.1 General Indemnification.** Each party agrees to defend the other and its officers, partners, directors, agents, and employees from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, and legal fees and disbursements ("**Claims**") related to bodily injury or death of any person or damages to real and/or tangible property incurred by any third party resulting from the gross negligence or willful misconduct of the other party or its agents.

**7.2 IP Infringement Indemnification.** Service Provider agrees to defend at its own expense any action brought against Customer to the extent that it is based on a claim that any Deliverable furnished by Service Provider to Customer infringes an Intellectual Property Right of a third party ("**Infringement Claim**"), and Service Provider will pay the amounts finally awarded against Customer in any action which is attributable to an Infringement Claim. Service Provider's obligation under the preceding sentence is subject to the conditions that (i) Customer promptly notifies Service Provider in writing of any Infringement Claim and fully cooperates with Service Provider in the defense of such Infringement Claim; (ii) Service Provider has sole control of such defense and all negotiations for any settlement; and (iii) Customer refrains from admitting liability or otherwise compromising the claim in whole or in part without the express prior written permission of Service Provider. Should any Software become, or in Service Provider's opinion be likely to become, the subject of any Infringement Claim, then Customer permits Service Provider, at Service Provider's option and expense, to either (x) procure for Service Provider the right to continue using such Deliverable; or (y) replace or modify it so that it becomes non-infringing; or (z) require Customer to return the Deliverable, and grant Customer a credit for the price paid for the Deliverable, less a charge based upon the depreciation of the Deliverable on a three year, straight-line basis. This Section 7.2 states the entire liability of Service Provider with respect to an Infringement Claim, and Service Provider shall have no additional liability hereunder or otherwise with respect to any alleged or proven infringement.

**7.3 Limitations.** Service Provider has no obligation or liability under Section 7.2 with respect to any Infringement Claim which is based upon or results from (i) the combination of any Deliverable with any equipment, device, firmware or software not furnished by Service Provider; (ii) any modification of the Deliverable by Customer or third party; (iii) unauthorized use of the Deliverable or Services; (iv) Customer's failure to install or have installed changes, revisions or updates as instructed by Service Provider; (v) compliance by Service Provider with Customer's specifications, designs or instructions or the use of Customer Materials; or (vi) Customer's use of the Services for unintended purposes. Customer agrees to indemnify, defend and hold harmless Service Provider against any claim involving acts or omissions by Service Provider or its contractors as described in items (i)-(vi), inclusive of Section 7.2.

**7.4 Indemnification Procedures.**

(a) Promptly after a party seeking indemnification under this Section 7 obtains knowledge of the existence or commencement of any Claim, the indemnified party will notify the indemnifying party of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are actually prejudiced thereby. The indemnifying party will assume the defense and settlement of such Claim with counsel reasonably satisfactory to the indemnified party at the indemnifying party's sole risk and expense; provided, however, that the indemnified party (i) may join in the defense and settlement of such Claim and employ counsel at its own expense, and (ii) will reasonably cooperate with the indemnifying party in the defense and settlement of such Claim. The indemnifying party may settle any Claim without the indemnified party's written consent provided that such settlement (A) includes a release of all covered claims pending against the indemnified party; (B) does not contain an admission of liability or wrongdoing by the indemnified party; and (C) does not impose any obligations upon the indemnified party.

(b) If the indemnifying party fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith, the indemnified party, without waiving its right to indemnification, may assume the defense and settlement of such Claim, and the indemnifying party will reasonably cooperate with the indemnified party in the defense and settlement of such Claim. The indemnified party may settle such Claim without the indemnifying party's written consent unless such settlement (i) does not include a release of all covered Claims; (ii) contains an admission of liability or wrongdoing by the indemnifying party; or (iii) imposes any obligations upon the indemnifying party. The indemnifying party will be liable for reasonable costs and expenses incurred by the indemnified party in connection with the defense and settlement of any Claim pursuant to this Section 7.4(b).

**7.5 Reimbursement for Compelled Information Requests.** If Customer is subject to a lawsuit, arbitration, mediation, investigation or other similar proceeding (a "**Proceeding**") and Service Provider is compelled, by summons or otherwise, to testify, attend depositions, produce items including but not limited to business records, emails, and other recorded communications (a "**Compelled Information Request**"), then Customer will reimburse Service Provider for any and all costs associated with complying with the Compelled Information Request, including, without limitation, reasonable legal fees related thereto.

**SECTION 8. LIMITATION OF LIABILITY**

**8.1 Limitation.** Each party's aggregate cumulative monetary liability for all claims arising under or relating to this agreement (including any order hereunder or other collateral agreement) notwithstanding the form (e.g., contract, tort, negligence, or otherwise) in which any action is brought, shall be limited and shall not exceed the amount paid by Customer under the Statement of Work in the 12 months preceding the event under which the Claim arises.

**8.2 No Consequential Damages.** Regardless of the legal or equitable basis of any claim, neither party shall be liable for (i) any consequential, special, indirect, incidental, exemplary or punitive damages including without limitation, any damages resulting from inaccurate or loss of profits, revenue or data, failure to achieve cost savings, loss of use of facility or equipment, or the failure or increased expense of operations, arising out of or in any way related to this agreement (including any Statement of Work hereunder or other collateral agreement), even if

advised of the possibility of such damages and regardless of the form in which any action is brought (e.g., contract, tort, negligence, or otherwise), or (ii) any third party claims against a party, except in the case of liabilities based upon claims for indemnification (section 7) with respect to the amount paid or to be paid to the third party.

**8.3 Exclusions.** The provisions of this Section 8 shall not limit (a) the indemnity obligations set forth in these Terms and Conditions, or (b) for personal injury or death, or for damage to real property or tangible personal property, caused by the gross negligence or willful misconduct of such party. Further, nothing in this Section 8 shall limit Customer's payment obligations under these Terms and Conditions and any applicable Statement of Work for Services and Deliverables provided. The liabilities of the Parties to one another in respect of matters relating to these Terms and Conditions are subject to the provisions and limitations of this Section 8.

## **SECTION 9. PERSONNEL**

**9.1** Service Provider shall consult with Customer on appropriate staffing for the Services, and Service Provider will not replace or reassign such personnel, including independent contractors or subcontractors during the Term hereof without first notifying Customer. This does not imply in any way that Customer has the right to determine who is engaged by Service Provider to provide the Services. Customer hereby acknowledges and agrees that Service Provider's engagement of an independent contractor to assist the provide Services under any Statement of Work, either self-employed or belonging to a company of 3 or less employees, or the engagement of personnel from an affiliate of Service Provider shall not require Customer's prior consent.

**9.2** If, in its reasonable opinion, Customer determines that the general conduct of Service Provider personnel or subcontractors is inconsistent with any terms of these Terms and Conditions or the normal business practices of Customer, or for any other lawful reason, Customer shall have the right to remove Service Provider personnel or subcontractors that are performing the Services under these Terms and Conditions upon forty-eight (48) hours' written notice to Service Provider.

**9.3** Service Provider and Customer agree that without prior written approval, neither party shall attempt to employ, either directly or indirectly, a present employee of the other party or anyone who is providing Services hereunder during either (i) the performance of Services defined in Statements of Work for which the employee of either party or anyone who is providing Services hereunder is associated, or (ii) for a period of twelve (12) months after completion of Services described in the Statements of Work. The foregoing does not limit either party's right to hire an employee who responds to general public solicitations, such as advertisements for employment in newspapers or job fairs, provided such solicitations are not intended to circumvent the restrictions of this Section 9.3. Customer agrees that any actual or threatened breach of this Section may cause Service Provider irreparable injury and that Service Provider therefore may be entitled to injunctive relief, without the necessity of demonstrating actual monetary damage; provided, however, that it is understood and agreed that the seeking or obtaining of any such relief will not prevent the seeking or obtaining of any other relief, including the remedy of damages.

## **SECTION 10. MISCELLANEOUS**

**10.1 Force Majeure.** Service Provider shall not be liable to Customer for any failure or delay caused by events beyond Service Provider's control, including, without limitation, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, terror, disease or pandemic, labour disputes, accidents, shortages of labour, fuel, raw materials or equipment, or technical failures. Notwithstanding the foregoing, where a Force Majeure event prevents, hinders or delays Customer from receiving Services (but does not prevent, hinder or delay the performance by Service Provider of Services in any material respect) Customer shall be required to pay Service Provider for any Services completed.

**10.2 FCPA; UK Bribery Act.** Each of the parties covenants that in connection with this Terms and Conditions neither it nor any of its employees has made or offered to make (or will make or offer to make), directly or indirectly, any unlawful payments to or has conferred or offered to confer (or will confer or offer to confer),



directly or indirectly, any benefit upon any person, including: (i) in any country or territory, any person who holds a legislative, administrative, judicial, executive or military position of any kind (whether appointed or elected) of any federal, state, provincial or local jurisdiction or exercises a public function for any jurisdiction, public agency or public enterprise (including any officer, official, employee or agent of any government, any government-owned or government-controlled entity or any public international organization or any person acting in an official capacity for or on behalf of any government entity), or (ii) any political party, party official or candidate for public office, in violation of any anti-bribery-related Applicable Law, including the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act (UKBA). Each Party further covenants that in connection with this Agreement neither it nor any of its employees has otherwise violated, or will violate, any anti-bribery-related Applicable Law, including the FCPA and the UKBA, or has made or offered to make (or will make or offer to make), directly or indirectly, any payments to or has conferred or offered to confer (or will confer or offer to confer), directly or indirectly, any benefit upon: (a) any employee, agent or fiduciary of any third party with the intent to influence the conduct of that employee, agent or fiduciary in any manner relating to this Agreement, or (b) any person (1) with the intent to induce (or to reward) the recipient or another person to do or omit to do any act in violation of his or her duties or responsibilities, to reward any conduct or to otherwise improperly influence any person in any manner relating to this Agreement, or (2) if that person's acceptance of a payment or benefit would itself constitute a violation of his or her duties or responsibilities.

**10.3 Governing Law.** These Terms and Conditions shall be governed by and will be construed in accordance with the laws of England and Wales, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions.

**10.4 Escalation; Arbitration.**

(a) Service Provider and Customer will use their best efforts to resolve any controversy or claim arising out of or relating to these Terms and Conditions or a Statement of Work through good faith negotiations by escalating such matters to the appropriate executives of each party for a period of ten (10) days commencing upon notice to a party of any controversy or claim and may be extended as mutually agreed by the parties in writing. In the event that escalation does not resolve any matter to the parties' mutual satisfaction the Parties agree to proceed to arbitration.

(b) Any claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out of or relating to these Terms and Conditions or any applicable Statement of Work, including its interpretation, performance, breach of or termination not resolved by good faith negotiations shall be resolved exclusively by arbitration. The arbitration will be conducted in the London, England (unless otherwise mutually agreed by the parties) in the English language by a single arbitrator ("**Arbitrator**") under the London Court of International Arbitration ("**LCIA**") in accordance with its rules. The Arbitrator shall be appointed by agreement of the parties; if the parties fail to agree upon the Arbitrator within twenty (20) days' notice of arbitration as provided by either party, a party may apply to court solely for the purpose of appointing an Arbitrator. The Arbitrator will be bound by the provisions of these Terms and Conditions. Prior to their appointment, the Arbitrator shall be made aware of the terms of these Terms and Conditions and the relevant Statements of Work. Upon rendering a decision, the Arbitrator shall state in writing the basis for the decision. The Arbitrator's decision shall be final and binding upon the parties, provided however that a party may petition a court of competent jurisdiction to vacate the Arbitrator's award or decision on the grounds of the Arbitrator's failure to abide by the provisions of these Terms and Conditions or any applicable Statements of Work. Judgment on the award or any other final or interim decision rendered by the Arbitrator may be entered, registered or filed for enforcement purposes in any court having jurisdiction thereof.

(c) Notwithstanding the foregoing, each party retains the right to seek judicial assistance: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to obtain injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of proprietary or confidential information; (iv) to enforce any decision of the arbitrator, including the final award; and (v) in relation to disputes regarding the validity, scope or enforceability of intellectual property rights. Service Provider may elect to litigate billing or payment disputes or collections matters.

(d) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**10.5 TUPE.**

(a) The parties do not anticipate that the Transfer of Undertakings (Protection of Employment) Regulations (“**TUPE**”) will apply to transfer the employment or engagement of any employee to Service Provider, or any contractor of Service Provider in connection with these Terms and Conditions.

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

(c) Without prejudice to Section 10.5(b), if any employee claims or it is determined that his or her contract of employment or engagement has been transferred to Service Provider pursuant to the Employment Regulations then: (i) Service Provider will endeavour to, within 28 days of becoming aware of that fact, give notice in writing to the Customer; (ii) the Customer may offer employment to such person within 14 days of the notification or take such other steps as it considers appropriate to deal with the matter; (iii) if such offer is accepted (or if the situation has otherwise been resolved by the Customer), Service Provider shall release the person from his employment; (iv) if after the 14 day period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, or the situation has not otherwise been resolved, Service Provider may give notice to terminate the employment of such person and rely on the indemnity at Section 10.5(b) above.

**10.6 Notices.** All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid. For convenience a supporting electronic mail copy will be sent, non-receipt of such e-mail, shall not constitute non- receipt of any of the aforementioned communications methods. All written notices shall be sent to the parties at the following addresses:

If to Customer:

**CUSTOMER**

If to Service Provider:

**Sourced Group Cloud Services Limited**  
Floor 22, Capital Tower, Greyfriars Road,  
Cardiff, UK CF103AG

Attention:

Email:

With a copy to:

Legal Counsel  
Sasha.krasniansky@amdocs.com

**10.7 Assignment.** Neither party may assign any of its rights or delegate any of its obligations under these Terms and Conditions or any applicable Statement of Work, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party may assign any applicable Statement of Work to a successor in interest, whether by way of merger, sale or license of all or substantially all of the party's material assets, or a purchase and sale of the party's securities, as long as such successor in interest agrees in writing to be bound by the provisions of the Statement of Work (including these Terms and Conditions). Notwithstanding this Section 10.6, Service Provider may assign the Statement of Work to an affiliate.

**10.8 Severability, Amendment, and Waiver.** If any provision contained in these Terms and Conditions or any applicable Statement of Work is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. These Terms and Conditions and any applicable Statement of Work may not be altered, modified, or amended except by a written instrument signed by the parties. The failure of either party hereto to enforce any provision of these Terms and Conditions shall not constitute a waiver of any such provision or waiver of the right to thereafter enforce such provision. Waiver by either party hereto of any breach or default by the other party of any provisions of these Terms and Conditions shall not operate as a waiver of any other breach or default, whether similar to, or different from, the breach or default waived.

**10.9 No Waiver.** The failure of either party to insist upon strict performance or to seek remedy for breach of any of these Terms and Conditions, or to exercise any right, remedy or election set forth herein or permitted by law or equity, shall not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy or election. Any consent, waiver or approval by either party of any act or matter shall only be effective if made in writing and signed by an officer of the consenting, waiving or approving party.

**10.10 Counterparts; Execution.** These Terms and Conditions and the Statement of Work may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages or by reliable electronic signature (e.g. DocuSign or exchange of PDF counterparts).

**10.11 Order of Precedence.** In the event of a conflict of terms in these Terms and Conditions, the following is the order of precedence in interpretation: (i) the applicable Statement of Work and (ii) these Terms and Conditions.

**10.12 Entire Agreement.** These Terms and Conditions, along with all Statements of Work, constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and

communications, whether oral or in writing. These Terms and Conditions may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

**IN WITNESS WHEREOF**, the parties have read, accepted and agreed to be bound by these Terms and Conditions.

**Sourced Group Cloud Services Limited**

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**(Authorized Signature)**

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**(Authorized Signature)**

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**(Name)**

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**(Name)**

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**(Title)**

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**(Title)**

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**(Date)**

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**(Date)**