Master Services Agreement

1. Parties

This Master Services Agreement is made between:

(1) CNS

Company legal name

Connected Networks Services Limited

Company registration number

12323257

Country or jurisdiction of incorporation

England

Registered office address

Pershore House, Whittington Road,
Worcester, WR5 2ZX, United Kingdom

(2) Customer

Company legal name

Company registration number

Country or jurisdiction of incorporation

Registered office address

The companies identified above are referred to as “CNS” and the “Customer”, respectively, and together as the “Parties”.

Effective Date: the date of the last signature on behalf of the Parties, as recorded in the signature blocks.

2. Scope of Agreement

2.1 CNS is the provider of telecommunications and connectivity services on a national and global scale, providing a range of services and products, including internet and network connectivity. The Customer wishes to enter into this Master Services Agreement ("MSA"), pursuant to which, CNS shall provide the Services and Product(s) set out in this MSA.

2.2 The contract with the Customer is made up of this MSA, the SLA, and any Accepted Order. In the event of any conflict between the terms of this MSA, the SLA and any Accepted Order, the following order of preference shall apply:

(a) the Accepted Order;

(b) the SLA; and

(c) this MSA.

3. Definitions

3.1 When used in this MSA, the following terms are defined as follows:

3.1.1 “Accepted Order” shall have the meaning set out in Section 5.5;

3.1.2 Affiliate" shall mean any entity that is controlled by or controls either Party, or that is under common control with that party. For the purposes of this definition, control means the possession, whether direct or indirect, of the power to direct or cause the direction of the management and policies of an entity;.

3.1.3 “Charges” shall mean those charges for the Services and Product(s) as set out in an Accepted Order;

3.1.4 "End User" refers to the user authorized by the Customer whom the Customer shall make subject to the terms of this MSA;

3.1.5 “Event of Force Majeure” is as defined in Section 13.

3.1.6 “Good Industry Practice” shall mean the level of skill, care, prudence, judgement, foresight, integrity and diligence that would reasonably be expected of a professional provider of services similar to the Services;

3.1.7 “Input Material” shall mean the documentation, data and any other materials provided by one Party to the other for the purpose of performing its obligations under this MSA.

3.1.8 “Intellectual Property Rights” shall mean enforceable rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and all rights in the nature of any of the foregoing items, and any other proprietary rights, including rights to know-how and other technical information;

3.1.9 “Order” shall mean orders made by the Customer in accordance with Section 5;

3.1.10 “Products” shall mean the equipment and products supplied by or on behalf of CNS to the Customer as set out in an Accepted Order;

3.1.11 “Services” shall mean the services provided (or to be provided) by CNS to the Customer as set out in an Accepted Order;

3.1.12 “SLA” shall mean the Service Level Agreements for the Services.

4. Term

4.1 This MSA shall commence on the Effective Date and shall continue for a period of 1 year ("Initial Term") unless earlier terminated in accordance with Section 17 of this MSA. This MSA shall automatically renew for a further period of 1 year following the expiry of the Initial Term. The Initial Term and any additional agreed period shall be the "Term" for this MSA.

5. Orders

5.1 The Customer shall be entitled to, at any time during the Term, order Product(s) and/or Services from CNS under an Accepted Order, subject to the terms of this MSA and CNS shall supply the Product(s) and/or Services in consideration of the payment of the Charges by the Customer.

5.2 Unless otherwise agreed between the Parties, the following ordering procedure shall apply to the provision of Product(s) and/or Services by CNS:

5.2.1 Customer has a requirement for Product(s) and/or Services, the Customer shall request a Quotation from CNS.

5.2.2 Following such request, CNS shall: (i) provide the Customer with a Quotation; and (ii) identify whether the provision of the relevant Product(s) and/or Services requires the execution of a Statement of Work.

5.2.3 Upon receipt of a Quotation, the Customer shall be entitled to submit an Order to CNS for such Product(s) and/or Services as detailed in the Quotation the Customer wishes to purchase.

5.2.4 The submission of an Order by the Customer shall constitute an offer to purchase the relevant Product(s) and/or Services.

5.3 Following receipt of an Order, CNS shall, either: (i) confirm acceptance of the Order to the Customer by (a) the execution of any applicable Statement of Work (subject to the content of which being agreed between the Parties); or (b) where the Parties have determined that a Statement of Work is not required, providing an Order Acknowledgement; or (ii) decline the Order for any reason or if it is inconsistent with the terms of this MSA.

5.4 In the event that CNS declines an Order in accordance with Section 5.3 (ii) above, CNS may, in its entire discretion, suggest to the Customer such amendments as are appropriate for the Order to be acceptable to CNS.

5.5 Acceptance of an Order in accordance with Section 5.3 above shall form a binding contract ("Accepted Order") governed by the terms of this MSA for the supply of the relevant Product(s) and/or Services.

6. Provision of Services and Product(s)

6.1 CNS shall supply the Services and Product(s) set out in the Accepted Order on the terms and conditions set out in this MSA. CNS shall also provide all necessary engineering, Product(s) and on-site support for all such events in accordance with section 9 of this MSA.

6.2 The Parties will work together to carry out any trials for the Services that CNS reasonably considers to be necessary for the successful set up of the Services.

6.3 CNS shall provide all Services, or shall procure that the Services are provided, with reasonable skill and care and in accordance with Good Industry Practice and any service levels specified in this MSA and shall use reasonable endeavours to make the Services available at all times but does not guarantee to provide continuous or uninterrupted access to the Services.

6.4 CNS may make changes to the Services, Product(s) and Software including enhancements, modifications or replacements, provided that:

6.4.1 such changes do not adversely affect the Customer's use of the Services or Product(s);

6.4.2 such changes do not reduce the functionality of the Services or Product(s);

6.4.3 the Services and Product(s) continue at all times to be provided in accordance with Good Industry Practice; and

6.4.4 CNS provides the Customer with reasonable notice in advance of such changes.

6.5 CNS agrees to comply with any Customer access and security procedures for their site. In addition, the Customer confirms that any person attending a Customer's site from CNS, or on behalf of CNS shall have a safe and suitable working environment provided always that such person complies with all such access and security procedures.

6.6 The Services shall be provided in accordance with the SLA.

7. Customer Obligations

7.1 The Customer will only use the Services and Product(s) in accordance with the terms of this MSA, and any other reasonable instructions or conditions notified to the CUSTOMER by CNS in writing which arise solely from a requirement of any regulatory authority with jurisdiction over CNS. The CUSTOMER shall make sure that its End Users also comply with the obligations set out in this Section 7.

7.2 The Customer shall not use, and shall make sure that its Members shall not use the Services and Product(s):

7.2.1 for the transmission of illegal material;

7.2.2 for the deliberate and/or intentional transmission of material that contains software viruses or any other disabling or damaging programs;

7.2.3 in any way which deliberately and/or intentionally impairs or damages any Product(s) or the provision of the Services;

7.2.4 for the purposes of fraud.

7.3 The Customer shall not resell, distribute, provide or sub-licence the Services or Product(s) to any third party which is not an Affiliate, unless agreed in writing between the Parties such agreement not to be unreasonably withheld or delayed by CNS. For the avoidance of doubt, the provision of the Services or Product(s) to End Users shall not be deemed to be reselling.

7.4 The Customer will designate the End Users, including the creation of usernames and passwords for such End Users. The Customer is solely responsible for maintaining the status of its End Users and for all the activity of such End Users and their use of the Account. The Customer and its End Users will maintain the confidentiality of all usernames, passwords, access, and account information under their control. Except to the extent caused by CNS's breach of this MSA, CNS is not responsible for unauthorized access to the Account. The CUSTOMER will contact CNS promptly if;

7.4.1 Account information is lost, stolen, or disclosed to an unauthorized person;

7.4.2 The Customer reasonably believes that the Account has been compromised, including any unauthorized access, use, or disclosure of account information; or

7.4.3 any other breach of security in relation to its passwords, usernames, access information, or Cato's Solution that may have occurred or is reasonably likely to occur.

8. Ownership of Product(s)

8.1 Title in any Product(s) shall not pass to the Customer. Risk in the Product(s) shall pass to the Customer upon delivery being receipt by the Customer at the stated delivery address.

8.2 If the Product(s) is damaged on receipt, the Customer shall notify CNS within five Business Days of receipt. If Product(s) is not delivered within 10 Business Days of the delivery date specified by CNS, the Customer shall notify CNS accordingly. On receipt of such notice, CNS shall promptly send replacement Product(s) free of delivery charge.

8.3 CNS shall pass on the benefit of any warranties that CNS obtains from the manufacturer of any Product(s) supplied by CNS to the CUSTOMER. For the avoidance of doubt, this does not operate as an assignment of any of CNS's rights or the appointment of the CUSTOMER to act on behalf of CNS.

8.4 If Product(s) supplied to the CUSTOMER by CNS becomes faulty for reasons unconnected with the CUSTOMER's acts, omissions or misuse (including failure to follow the manufacturer's guidelines) of the Product(s) within the manufacturer's warranty period or any specific warranty provided by CNS (if longer), the CUSTOMER shall notify the fault to CNS. On receipt of such notice, CNS shall, at its own option, either repair or replace the faulty Product(s) in accordance with the terms of the relevant manufacturer's warranty or CNS's warranty as the case may be.

9. Installation, use and maintenance of Product(s)

9.1 If Product(s) is required to be installed, used or maintained at a Customer site, then the Customer shall:

9.1.1 obtain in advance of the installation or maintenance date all necessary consents in respect of the Customer site to allow the Product(s) to be installed or maintained;

9.1.2 provide CNS with all necessary assistance, documentation and access to premises and property to enable CNS to carry out the installation or maintenance on time;

9.1.3 carry out all preparatory work as specified by CNS to allow CNS to carry out the installation or maintenance on time; and

9.1.4 at its own cost and expense provide:

9.1.4.1 suitable space and environmental conditions for the Product(s) used to provide the Services; and

9.1.4.2 reasonable assistance at the site for the installation, use and maintenance of the Product(s) including, for fixed line services, an adequate power supply, lighting, security and Product(s) bonding with associated earthing.

10. Payment

10.1 CNS shall issue a monthly invoice to the Customer in advance (or, where relevant, make available such invoice for download).

10.2 The Customer shall pay invoices within 30 days of the date of invoice.

10.3 If at any time, it is required by law or regulation for the Customer to withhold any taxes, the Customer shall withhold such taxes from the money payable to CNS and shall promptly provide to CNS all information, documentation, certificates, confirmations and any other item which CNS may reasonably request to enable CNS to reclaim such taxes. In the event that the Customer fails to provide such information, documentation, certificates, confirmations (including reasonable evidence that the Customer has accounted to the relevant authorities for the sum withheld) or other item within a reasonable period of a request by CNS to do so, CNS shall be entitled to render an additional invoice to the Customer for an amount which when grossed-up would ensure that CNS receives an amount equal to the sum withheld for taxes by CUSTOMER.

11. Intellectual Property

11.1 Notwithstanding any other provision to the contrary, all CNS Confidential Information, Trademarks, the Services and the Intellectual Property Rights in the Product(s) and all improvements, enhancements and derivatives thereof and all Intellectual Property Rights thereto are exclusively owned by CNS and/or its licensors. This MSA does not convey to the CUSTOMER any right, title or interest in the CNS Intellectual Property Rights.

11.2 The Customer grants to CNS a royalty free, non-exclusive, non-transferable (save in respect of any Affiliate or Personnel of CNS) licence to use the Customer's Input Material (which the parties acknowledge may contain Intellectual Property Rights owned, or licensed to, the Customer) for the duration of the Agreement (including during any relevant Statement of Work or Accepted Order, if longer) to the extent necessary for the purpose of:

11.2.1 supplying the Product(s) and/or Services; and/or

11.2.2 complying with any of its obligations under the Conditions.

11.3 CNS grants to the Customer a royalty-free, non-exclusive, non-transferable (save in respect of any Affiliate or Personnel of the Customer) licence to use such Intellectual Property as is relevant and to the extent necessary for the use of the Product(s) and Services for the duration of the Agreement (including during any relevant Statement of Work or Accepted Order, if longer).

11.4 Each Party covenants with the other Party that it shall:

11.4.1 keep confidential the other Party's Input Material save for those parts of the other Party's Input Material which came into the public domain or the possession of the other Party otherwise than by breach of obligations of confidentiality;

11.4.2 maintain reasonable control over the Party's Input Material and their location and upon request forthwith produce such record to the other Party;

11.4.3 notify the other Party immediately if they become aware of any unauthorised use of the whole or any part of the other Party's Input Material by any third party; and

11.4.4 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of the other Party in the other Party's Input Material which shall be at least equal to the steps taken to safeguard their own confidential information.

11.5 Each Party shall inform their respective Personnel and Affiliates that the other Party's Input Material constitutes confidential information and that all Intellectual Property Rights therein are the property of the other Party and each Party shall take all reasonable steps as shall be necessary to ensure compliance by its Personnel and Affiliates with the provisions of this Section 11.

12. Confidentiality

12.1 Each of the Parties undertakes to the other during the Term of this MSA (including during any Accepted Orders) and following termination (however arising) to keep confidential, subject to the provisions of this Section 12, all information (written or oral) that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of the Agreement, the content of the Agreement and any information (whether written or oral) disclosed by one Party to the other that is identified by the disclosing Party as confidential at the time of disclosure, save for information which is:

12.1.1 already in the receiving Party's possession other than as a result of a breach of this Clause and is not subject to an obligation of confidentiality; or

12.1.2 in the public domain other than as a result of a breach of this Section.

12.2 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Section 12 by its Personnel.

Either Party may disclose any confidential information to:

12.2.1 its auditors and professional advisors;

12.2.2 comply with any law, regulation or government request; and

12.2.3 their respective Personnel to the extent they require such information to observe and perform the Parties' obligations under this MSA.

12.3 Always provided that the Party disclosing the confidential information under this Section 12 ensures that the person to whom confidential information is disclosed is made aware of the confidential nature the confidential information and should not use the same except for the purposes for which the disclosure is made.

13. Force Majeure

13.1 For the purposes of this section 13, 'Event of Force Majeure' shall mean any circumstances not within a party's reasonable control, including:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause or those of its subcontractors or Affiliates); and

(h) interruption or failure of utility service.

13.2 Neither Party shall be liable for any breach of this MSA which arises from an Event of Force Majeure.

13.3 Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure and such notice shall contain details of the circumstances giving rise to the Event of Force Majeure and an estimate of the non-performance and delay.

13.4 If an Event of Force Majeure occurs, the affected Party must:

13.4.1 take all reasonable steps to overcome the effects of the Event of Force Majeure (but this does not require the settlement of claims on unreasonable terms); and

13.4.2 resume compliance with the Conditions as soon as is practicable after the Event of Force Majeure no longer affects such Party.

13.5 If a default due to an Event of Force Majeure shall continue for forty-five (45) days, then either Party shall be entitled to terminate such affected Statement of Work or Accepted Purchase Order (or such affected part thereof) immediately upon giving written notice to the other Party. The Parties shall not have any liability in respect of the termination of an Accepted Order as a result of an Event of Force Majeure.

14. Liability

14.1 Notwithstanding anything to the contrary set out in this MSA, CNS shall have no responsibility nor liability to remedy a breach of Warranty or any of its other obligations under the Conditions where such breach arises as a result of any failure on the part of the Customer to observe or perform any of its obligations under the Conditions.

14.2 Notwithstanding anything to the contrary set out in this MSA, no claim of whatever nature may be brought under this MSA (including under any Accepted Order) against CNS and CNS shall have no liability to the Customer or any other third party to the extent that such claim arises as a consequence of the following acts:

14.2.1 the improper use, operation or neglect of any Product(s) and/or Services;

14.2.2 the modification of any Product(s) and/or Services or their merger (in either whole or part) with any other application or hardware which is not performed or authorised by CNS under this MSA;

14.2.3 the failure within a reasonable period of time to implement any recommendations or solutions advised in writing by CNS in respect of any faults;

14.2.4 any repair, reconstruction, adjustment, alteration or modification of Product(s) and/or Services without CNS' prior written consent;

14.2.5 the use of Product(s) and/or Services for a purpose for which they were not designed; or

14.2.6 the use of Product(s) and/or Services to access, transfer or process data which was not anticipated by the Parties in the relevant Statement of Work or Accepted Order.

14.3 The operation of the Warranty provisions above in this Section 14 shall be in addition to any applicable third party or manufacturer's warranty that the Customer may also have the benefit.

14.4 Neither the customer nor CNS nor CNS's affiliates, licensors, suppliers, representatives or distributors or partners or shareholders, managers, directors, officers, affiliates and employees, respectively, shall be liable under this MSA under any legal theory whether in contract, tort or otherwise, for any incidental, consequential, indirect, special, punitive, or exemplary damages, including damages for loss of business profits, business interruption, loss of information, loss of data including arising out of the use of or inability to use the solution or other pecuniary loss even if the other party has been advised of the possibility of such damages, provided, however, that the foregoing limitation on liability shall not apply to customer's liability for failure to pay all fees under each applicable order.

14.5 The sole liability of CNS, it's affiliate's, and licensors, whether in contract, tort, negligence, strict liability in tort, by statute or otherwise, for any and all claims in any manner related to this agreement, will be the payment of direct damages not to exceed in the aggregate the total charges paid by the customer to CNS for the services/products during the twelve (12) months preceding the event that gave rise to the claim.

15. Disclaimer of Warranty

15.1 Save for as expressly stated in this MSA, the SLA, or any accepted order, CNS makes no warranty regarding the services and hereby disclaims all warranties, express and implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, interference with enjoyment or otherwise. CNS does not warrant that (i) the solution will be uninterrupted or error-free, or (ii) the services will perform in accordance with the customer's expectations or achieve the customer's desired result.

15.2 The services are not designed for use with critical or life saving infrastructures, systems that contain or protect against dangerous or hazardous materials or forces, national security purposes or nuclear, chemical, or biological weapons.

15.3 The customer's sole and exclusive remedy in connection with its use of the services hereunder shall be those remedies set forth in the SLA.

16. Software

16.1 The Customer hereby acknowledges that, in respect of any Third Party Software supplied pursuant to this MSA under any Accepted Order, CNS is a licensee, distributor or agent only. CNS shall, depending on the relationship and terms agreed between CNS and the relevant Third Party Software proprietor or licensor, procure for or grant to (as applicable) the Customer (and/or other specified end user(s)) a licence for such Third Party Software under terms and conditions as provided by the relevant Third Party Software proprietor or licensor. The Customer further acknowledges that such licence may take the form of a non-negotiable "click through" or "shrink wrap" licence between the Customer (and/or other specified end user) and the relevant Third Party Software proprietor or licensor.

16.2 CNS shall grant to the Customer (and/or any specified end user) a non-exclusive, non-transferrable (save in respect of any Affiliate of the Customer) licence to use and maintain any CNS Software. Nothing in this Section 16.2 shall limit any non-waivable right that the Customer may enjoy under mandatory law to decompile the CNS Software as is necessary in order to achieve interoperability, provided that the Customer shall first have formally requested in writing that CNS provides the information necessary to achieve such interoperability and CNS has failed to make such information available within a reasonable period.

16.3 CNS makes no warranty that:

16.3.1 the Software provided pursuant to this Agreement or Accepted Order will work in combination with any hardware or any application or any other software products or computer program;

16.3.2 that the operation of the Software will be uninterrupted or error free; or

16.3.3 all defects in the Software will be corrected.

16.4 In respect of any third party products expressed as being compatible with the relevant Software in the related Accepted Order, CNS shall use reasonable endeavours to provide compatibility but shall have no responsibility where the non-compatibility is caused by a "bug" or defect in the third party's product.

17. Suspension and Termination

17.1 If the Customer fails to pay the Total Charges within twenty-one (21) days of the receipt of a written reminder for payment or fails to observe and perform any of its material obligations under the Conditions (or if CNS is otherwise entitled under this MSA to suspend the provision of any of the Product(s) or Services and/or terminate the Agreement, any Statement of Work and/or an Accepted Purchase Order), CNS shall be entitled to (in its entire discretion), by giving written notice to the Customer and without prejudice to any of its other rights and remedies, to immediately restrict or suspend the provision of the Product(s) and/or Services until such time as either: (i) the Total Charges (or such relevant portion thereof), together with any interest

payable thereon, have been received in clear funds by CNS; or (ii) where suspension was a result of a material breach on the part of the Customer of its obligations under the Conditions, the Customer has remedied such breach to the reasonable satisfaction of CNS.

17.2 In addition, and without prejudice to, CNS' rights in this MSA, CNS shall be entitled to suspend the provision of any of the Product(s) or Services, on giving the Customer not less than 7 days written notice of such suspension (unless such suspension arises in circumstances where no such notice can be given, in which case CNS shall notify the Customer immediately upon the suspension of the Product(s) or Services), where:

(a) ordered to do by any regulatory authority with jurisdiction over CNS; or

(b) the Customer is in breach of any of its obligations in section 7.

17.3 In the event that any breach by the Customer which gives rise to the right for CNS to suspend as outlined in section 17.2 above is remedied within the 7 day notice period outlined in section 17.2, such notice shall be deemed revoked. Whether a breach has been remedied shall be determined by CNS, acting reasonably and in good faith.

17.4 Either Party (in this Section 17 the "Terminating Party") may terminate immediately on written notice to the other Party (in this Section 17 the "Other Party") this MSA and all Accepted Order(s) at that time in effect if the Other Party becomes subject to an Insolvency Event. The Customer shall be liable to pay all Charges up until the day of termination in the event of it exercising its right to terminate under this Section 17.4. Either Party may terminate this MSA and any affected Accepted Order(s) immediately on written notice if the Other Party fails to cure any material breach of any term of the MSA within thirty (30) days of receiving written notice of the breach from the Terminating Party.

17.5 An Accepted Order (or affected part thereof) may be terminated forthwith by the Terminating Party if the Other Party commits a material breach thereunder and the Other Party fails to remedy the same within thirty (30) days of receiving written notice from the Terminating Party giving particulars of the breach (provided always that such material breach is capable of remedy within thirty (30) days, otherwise the Other Party shall be required to have put into place such steps as are appropriate to remedy the material breach to the Terminating Party's reasonable satisfaction).

17.6 The termination of any Accepted Order(s) (or affected part(s) thereof) in accordance with Section 17.5 shall not cause the termination or cessation of this MSA or any other unaffected Accepted Orders (or any part thereof or the obligations of either Party thereunder) which are in effect on such date the relevant written notice of termination is provided for the affected Accepted Order(s). Accordingly, the Agreement and such other Accepted Order(s) shall remain in full force in accordance with its/their terms.

17.7 Either Party may terminate this MSA by giving to the other not less than ninety (90) days' notice in writing, such notice to take effect no earlier than the expiry of the Initial Term. The termination of the Agreement in accordance with this Section 17.7 shall not cause the termination or cessation of any Accepted Orders (or any part

thereof or the obligations of either Party thereunder) in effect on such date the relevant written notice is provided, nor on the date of the expiration of the relevant written notice. Accordingly, all Accepted Orders shall remain in force in accordance with its/their relevant terms.

17.8 Any termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

18. Data Protection

18.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Section 18 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. In this Section 18, Applicable Laws means the General Data Protection Regulation (GDPR) (EU) 2016/679 and any data protection legislation in force in England and Wales including the Data Protection Act 2018 or any successor legislation.

18.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and CNS is the data processor (where Data Controller and data Processor have the meanings as defined in the Data Protection Legislation.

18.3 Without prejudice to the generality of Section 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to CNS for the duration and purposes of this Agreement.

18.4 Without prejudice to the generality of Section 18.1, CNS shall, in relation to any Personal Data processed in connection with the performance by CNS of its obligations under this MSA:

18.4.1 process Personal Data only on the written instructions of the Customer unless CNS is required by Applicable Laws to otherwise process that Personal Data;

18.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

18.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

18.4.4 not transfer any Personal Data outside the European Economic Area unless appropriate safeguards in relation to the transfer have been provided;

18.4.5 notify the Customer without undue delay on becoming aware of a Personal Data breach;

18.4.6 at the written request of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data;

18.4.7 maintain complete and accurate records and information to demonstrate its compliance with this Section 18 and allow for audits by the Customer or the Customer's designated auditor;

18.4.8 notify the Customer without undue delay on becoming aware of any request from a data subject to exercise their rights in the Data Protection Legislation; and

18.4.9 assist the Customer , at the Customer's cost, in responding to any request from a data subject.

19. Assignment

19.1 Either party shall be entitled, after having first given the other party not less than 1 month's prior written notice, to assign their rights under this MSA to any of its Affiliates.

20. Notices

20.1 Any notice or communication shall be in writing and deemed to have been received:

20.1.1 if delivered by hand, at the time the notice is left at the proper address; or

20.1.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

20.1.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

20.2 Notices must be sent to the relevant Party's registered office address specified in Section 1, or to an alternative postal address or email address that Party has designated in writing for receiving notices under this MSA.

20.3 This Section 20 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Governing Law

21.1 This MSA shall be governed and construed in accordance with the laws of England and Wales.

21.2 In the event of any disputes concerning this MSA or any Order, and the Parties are unable to resolve it, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Connected Networks

Signatures

Signed on behalf of CNS

Company name

Connected Networks Services Limited

Signature

Full name

Job title

Date

Signed on behalf of Customer

Company name

Signature

Full name

Job title

Date