PART 1: MASTER TERMS

1. Definitions

Capitalised terms used in these terms and conditions have the following meanings:

"**Contract**" means an agreement between DevOpsGroup or the relevant DevOpsGroup Group company specified in the Contract and the Customer for one or more specific products or Services entered into by way of a Signed Order Form which incorporates the MSA Terms and may incorporate, by reference, a Statement of Work and/or a Service Schedule;

"**Deliverables**". means any output of the Services to be provided by DevOpsGroup to the Customer as specified in the Contract and any other documents, products and materials provided by DevOpsGroup to the Customer in relation to the Services;

"**DevOpsGroup**" means DevOpsGroup Limited (registered number 08464231) registered in England & Wales at Floor 22, Capital Tower, Greyfriars Road, Cardiff. Wales. CF10 3AG;

"**Customer**" means the party entering into the MSA with DevOpsGroup;

"**Group**" means the relevant company and any other company which is its holding company or subsidiary and any other company which is a subsidiary of that holding company (where "holding company" and "subsidiary" have the respective meanings set out in section 1159 of the Companies Act 2006);

"**Intellectual Property**" and "**IP**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Law**" means all applicable law and regulation, as amended from time to time, of any jurisdiction where the Services are performed;

"**Liability**" means liability in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise;

"**Master Terms**" means the agreement between the Customer and DevOpsGroup on the terms and conditions in Part 1;

"**MSA**" means the agreement between the Customer and DevOpsGroup, made up of these Master Terms; the Contract; the MSA Terms, any NDA and any other document incorporated by reference into the Contract;

"**MSA Terms**" means the terms and conditions set out in Part 2, including those expressly incorporated from Part 1;

"**NDA**" means any non-disclosure agreement entered into between DevOpsGroup and the Customer;

"**Open Source Software**" means open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software Foundation (http://www.fsf.org);

"**Part**" means part 1 or part 2 of this document;

"**Reusable Components**" means Intellectual Property that may be created in providing the Services that (i) is capable of broad reuse in software development or information systems, (ii) is not uniquely applicable to the Customer's services or products, and (iii) does not by or in itself constitute a competitive advantage for the Customer;

"**Service Schedule**" means the service specific terms as may be agreed by the parties and incorporated into the applicable Contract by reference, and contain additional service specific terms and conditions that apply to the Service(s) identified in the applicable Contract;

"**Services**" has the meaning given in the relevant Contract;

"**Signed Order Form**" means a DevOpsGroup quotation that is signed, including by way of signature, by the Customer and returned, including by way of email or other equivalent electronic transmission, to DevOpsGroup, or a purchase order raised by the Customer referencing the DevOpsGroup quotation, and in either case is accepted by DevOpsGroup; and

"**Statement of Work**" means the schedule of work to be performed by DevOpsGroup in order to deliver the Services on the Signed Order Form and any Deliverables that will be provided from this work.

Terms in the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation. The words "including" and "includes" shall be construed without limitation. To the extent that there is any inconsistency or conflict between the Master Terms and MSA Terms, the MSA Terms shall take precedence.

2. MSA & Contracts

2.1 Except to the extent otherwise agreed in writing and documented in a Contract, the MSA Terms form part of each Contract entered into under this MSA.

2.2 The MSA commences on the date of agreement by the parties and shall unless terminated early in accordance with its terms continue until all Contracts are terminated or expired, whereupon the MSA shall terminate.

2.3 Each Contract is a separate contract to the MSA.

3. Limitation of Liability

3.1 Except as set out in the MSA all warranties, conditions and other terms implied by Law are, to the fullest extent permitted by Law, excluded from the MSA.

3.2 Nothing in the MSA shall exclude or restrict either party's Liability for: (i) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which it would be unlawful for it to exclude or restrict Liability.

3.3 Subject to clause 3.2, DevOpsGroup's Liability to the Customer arising under the MSA or in any way in connection with the performance or non-performance of the MSA shall:

   3.3.1 in aggregate be limited to £5,000,000; and

   3.3.2 not extend to any: (i) loss of profits; (ii) loss of revenue; (iii) loss of business; (iv) loss of goodwill; (v) loss of contracts; (vi) loss of anticipated savings; (vii) loss of production;; or (viii) any other indirect or consequential loss or damage whatsoever, whether sustained by the Customer or any other person and even if foreseeable or if DevOpsGroup has been advised of their possibility.

4. Anti-bribery

Each party shall:

4.1 comply with all Laws relating to anti-bribery and anti-corruption including the UK Bribery Act 2010;

4.2 have and shall maintain in place throughout the term of the MSA its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the requirements set out in clause 4.1, and will enforce them where appropriate; and

4.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of the MSA.

5. Assignment

5.1 Neither party shall (without the prior written consent of the other party) assign, transfer, delegate or otherwise deal with any of its rights or obligations under the MSA.

6. Miscellaneous

6.1 Each party agrees that the MSA constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to the subject matter of the MSA. Each party agrees that: (i) it has not relied on, and shall have no remedy or claim in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the MSA; and (ii) it shall have no remedy or claim for innocent or negligent misrepresentation based upon any statement in that agreement.

6.2 Any notice given under the MSA shall be in writing and shall be served by delivering it personally or sending it: (i) to DevOpsGroup, by signed post to DevOpsGroup's registered office; or (ii) to the Customer by first signed post, or e-mail at any address of the Customer, unless otherwise notified in writing by the relevant party. Any such notice shall be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of signed post, 48 hours from the date of posting; (iii) in the case of e-mail, at the time of transmission. The Customer shall immediately notify DevOpsGroup in writing of any changes relevant to the provision of the Services e.g. change of address.

6.3 Any concession or waiver allowed by a party to the other shall neither prevent it from exercising any of its rights nor prejudice its rights to take any subsequent action.

6.4 If any provision or part of the MSA is deemed to be invalid for any reason then the remainder shall be read as if the invalid provision or part had to that extent been deleted and the validity of the remaining provisions, or part, shall not be affected.

6.5 Nothing in the MSA shall create a partnership or joint venture between the parties nor shall the Customer have any authority to bind or commit DevOpsGroup or to act as DevOpsGroup's agent.

6.6 Unless otherwise specifically stated in the applicable Contract, except for members of DevOpsGroup and their employees, agents, sub-contractors and

suppliers, nothing in the MSA shall confer any rights or benefits on any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6.7   Any variation of the MSA shall be in writing and signed by a duly authorised representative of each party.

6.8   In the event of a dispute or claim in relation to the MSA both parties shall attempt to resolve it in good faith prior to issuing legal proceedings.

6.9   The MSA is governed by the laws of England & Wales and both parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

7. Intellectual Property

7.1   **Pre-Existing**. Each party shall retain exclusive ownership of Intellectual Property created, authored, or invented by it prior to the commencement of the Services. If the Customer provides DevOpsGroup with its Customer IP, the Customer hereby grants to DevOpsGroup, during the term of the applicable Contract, a limited, worldwide, non-exclusive, non-transferable, royalty-free, right and license (with right of sub-license where required to perform the Services) to use the Customer IP solely for the purpose of providing the Services. The Customer represents and warrants that is has all rights in the Customer IP necessary to grant this license, and that DevOpsGroup's use of Customer IP shall not infringe on the Intellectual Property rights of any third party.

7.2   **Reusable Components.** DevOpsGroup shall own all Reusable Components created in providing the Services or contained in the Deliverables. Subject to the Customer's compliance with the terms of this MSA, DevOpsGroup grants to the Customer an unlimited, worldwide, non-exclusive, royalty free right and license to use: (A) any Reusable Components provided by DevOpsGroup to the Customer as part of the Services (excluding any third party software and Open Source Software and Deliverables) solely for the Customer's internal use and as necessary for the Customer to enjoy the benefit of the Services during the term of the applicable Contract; and (B) any Reusable Components provided by DevOpsGroup to the Customer as part of the Deliverables (excluding any third party software and Open Source Software) solely for the Customer's internal use in perpetuity.

7.3   **Proprietary Rights; Deliverables.** Unless otherwise specifically stated in the applicable Contract as between the parties, subject to clauses 7.1 and 7.2 and subject to the Customer's compliance with the terms of this MSA, DevOpsGroup assigns all Intellectual Property created in providing the Services or contained in the Deliverables to the Customer. Except as expressly stated herein, this MSA does not grant the Customer any rights to, under or in, any Intellectual Property or any other rights or licences in respect of the Services and/or Deliverables.

7.4   **Open Source.** In the event DevOpsGroup distributes or otherwise provides for the Customer use any Open Source Software to the Customer as part of the Services then such Open Source Software is subject to the terms of the applicable open source license. To the extent there is a conflict between this MSA, the MSA Terms and the terms of the applicable open source license, the open source license shall control.

7.5   **Third Party Software**. If DevOpsGroup requires third party software to assist the delivery of the Services or for the Customer's use as part of the Services DevOpsGroup shall provide the third-party software to the Customer under the licence terms provided by the relevant third parties, copies of which shall be provided to the Customer, and the Customer agrees to be bound by such licence terms. Upon termination of the Contract, the Customer shall permit removal of any third-party software installed on the Customer configuration by DevOpsGroup or its representatives. DevOpsGroup makes no representation or warranty regarding third party software, over and above what the third party provides under the relevant third party licence terms, and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party, except that DevOpsGroup has the right to use or provide the third-party software in accordance with the third party licence terms.

7.6   **Customer Provided Licenses**. If the Customer uses any non-DevOpsGroup provided software on the Customer configuration, the Customer represents and warrants to DevOpsGroup that it has the legal right to use the software. If DevOpsGroup has agreed to install, patch, or otherwise manage software in reliance on the Customer's license with a vendor then the Customer represents and warrants that it has a written license agreement with the vendor that permits DevOpsGroup to perform these activities. On DevOpsGroup's request, the Customer shall certify in writing that it is in compliance with the requirements of this clause 7.6 and any other software license restrictions that are part of this MSA and shall provide evidence of its compliance as DevOpsGroup may reasonably request. If the Customer fails to provide the required evidence of licensing to DevOpsGroup, and continues to use the software, DevOpsGroup may: (i) charge the Customer its standard fee for the use of the software in reliance on DevOpsGroup's licensing agreement with the vendor until such time as the required evidence is provided, or (ii) suspend or terminate the applicable Services.

7.7   **Infringement.** If the delivery of the Services infringes the Intellectual Property of a third party and DevOpsGroup determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services such that they do not infringe, then DevOpsGroup may terminate the infringing Services on 90 days' notice and shall not have any liability on account of such termination except to refund amounts.

7.8   Subject to clause 3.3, DevOpsGroup shall indemnify and hold harmless and keep indemnified and hold harmless the Customer and all members of the Customer's Group against all liabilities, losses, actions, proceedings, damages, costs (including reasonable legal and employment costs), claims, demands and expenses brought or made against or suffered or incurred by the Customer or a member of the Customer's Group arising from any third party claim of infringement of that third party's Intellectual Property rights or other proprietary rights based upon the DevOpsGroup's performance of the Services.

PART 2: MSA TERMS

1. Definitions

Clause 1 of Part 1 shall be incorporated into the Contract save that any reference to DevOpsGroup under these MSA Terms shall be construed as a reference to the relevant DevOpsGroup Group company specified in the Contract. The following additional definitions shall also apply in the Contract:

"**Additional Order**" means an additional order under a Contract;

"**Agreement Date**" means the date that DevOpsGroup notifies the Customer of DevOpsGroup's acceptance of the Customer's order;

"**Confidential Information**" means, in relation to either party, information (whether in oral, written or electronic form) belonging or relating to that party's Group, its business affairs or activities which is not in the public domain (including the terms and existence of the MSA, MSA Terms and Contract) and which: (i) the party has marked as confidential or proprietary; (ii) the party, orally or in writing, has advised the other party is of a confidential nature; or (iii) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential;

"**Contractor**" means any person who, on or prior to the date of the transfer of Services to DevOpsGroup, supplied (directly or indirectly) services to the Customer or the Customer's customer which were the same as or similar to those (in whole or in part) provided or to be provided by DevOpsGroup to the Customer;

"**Credit Limit**" means any financial limit applied to unpaid charges under Contracts with DevOpsGroup, as notified by DevOpsGroup to the Customer from time to time;

"**Customer Data**" means the data inputted by the Customer, its authorised users, or DevOpsGroup on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

"**Data Protection Legislation**" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any applicable Law replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Legislation from time to time (whether or not before or after the date of this Contract) (including where applicable under legislation applicable in the United Kingdom, the GDPR as it forms part of the Law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 as modified by applicable domestic Law from time to time);

"**Employee**" means any employee, former employee, consultant, former consultant, contractor, former contractor, agent or former agent of the Customer or any Contractor;

"**Employment Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;

"**Fee**" means the applicable fee or tariff in accordance with DevOpsGroup's standard rates from time to time, which is available from DevOpsGroup on request;

"**Force Majeure Event**" means any circumstance that the party cannot reasonably control, including any: (i) act of God; (ii) weather, flood, drought, lightning or fire; (iii) failure or shortage of power supplies; (iv) civil disorder, war, military operation, or national or local emergency; (v) act or omission of Government, highways authorities or other competent authorities; (vi) act or omission of its suppliers; (vii) industrial dispute; or (viii) denial of service attack or hacking;

"**Indemnify DevOpsGroup against**" means indemnify and keep DevOpsGroup indemnified against all liabilities, claims, actions, proceedings, losses, damages and expenses which are brought against or incurred by DevOpsGroup and which arise from, or are in connection with, the specified matter;

"**Initial Term**" means, in relation to a Recurring Service, 12 months from the Service Commencement Date, or such other period as set out in the Contract;

"**Insolvency Event**" means any event referred to in clauses 11.4.2 or 11.4.3;

"**Minimum Written Notice**" means the period of written notice to be given by the Customer to DevOpsGroup in order to terminate the provision of a Service being: (i) the period of notice specified in the applicable Contract; or (ii) if no period of notice is specified in the applicable Contract, then 90 days;

"**Purpose**" means the purposes of the Contract;

"**Recurring Service**" means a Service that is provided on an on-going basis;

"**Renewal Term**" means, in relation to a Recurring Service, the period of 12 months commencing on the expiry of the Initial Term, and each successive period of 12 months thereafter, or such other period as is set out in the Contract (each being a "Renewal Term"); and

"**Service Commencement Date**" means the date on which DevOpsGroup commences provision of a Service or component of Service to the Customer in accordance with the provisions of this Contract.

To the extent that there is any inconsistency or conflict in a Contract, the following (decreasing) order of preference shall apply: Signed Order Form, Statement of Work, Service Schedule, NDA, any addendum to the MSA, MSA Terms, Master Terms.

2. Services

2.1 Contingent upon Customer's satisfaction of our credit approval requirements and our verification of the information provided by the Customer for the purpose of establishing the Services, DevOpsGroup will use its reasonable endeavours to:

2.1.1 provide, operate and maintain the Services in accordance with the Contract; and

2.1.2 meet any specified date in the Contract; and

2.1.3 provide the Services in accordance with any related Services Schedule entered into pursuant to the Contract.

3. Limitation of Liability

Clauses 3.1, 3.2 and 3.3 of Part 1, the Master Terms, shall be incorporated into the Contract, with references to 'MSA' deemed to be references to 'Contract'.

3.4 Subject to clause 3.2, DevOpsGroup shall have no Liability to the Customer if DevOpsGroup is prevented from, or delayed in, performing its obligations under the Contract by a Force Majeure Event and the time for performance of such obligations shall be extended accordingly.

3.5 The Customer is advised to take out insurance cover in respect of the matters for which Liability is excluded by DevOpsGroup under this clause 3 and to take steps to ensure business continuity in the event of a disruption to the Services.

4. Non-solicitation

Neither party shall, during the term of the Contract and for a period of twelve (12) months after its termination:

4.1 solicit or endeavour to entice away from the other party any employee of the other party for employment; or

4.2 offer employment or otherwise engage or facilitate the employment or engagement of any employee of the other party, whether or not such person would be in breach of contract as a result of such employment or engagement and except where it results from a bona fide public recruitment advertisement.

Clauses 5 to 6 (inclusive) of Part 1 shall be incorporated into the Contract, with references to 'MSA' deemed to be references to 'Contract'.

7. Information, assistance and indemnity

7.1 The Customer shall free of charge provide DevOpsGroup with all information and assistance reasonably required by DevOpsGroup to perform its obligations under the Contract.

7.2 The Customer shall, defend, Indemnify, and hold harmless DevOpsGroup against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Deliverables Contract.

8. Additional Orders and authority

8.1 The Customer may place an Additional Order via e-mail or via other electronic means as specified by DevOpsGroup from time to time. Each accepted Additional Order shall be subject to, and shall form part of, the Contract.

8.2 DevOpsGroup shall have no obligation to confirm whether an e-mail was validly sent by the Customer if it appears to originate from the Customer's Internet domain name.

8.3 The Customer warrants that 'authorised contacts' specified in the Contract or entered on any DevOpsGroup website by the Customer are authorised to enter into Additional Orders on behalf of the Customer.

8.4 The Customer shall keep secure any password provided by DevOpsGroup and acknowledges that any instruction given to DevOpsGroup by a person using this password shall be deemed to have been made by the Customer.

9. Charges and payments

9.1 Payment under the Contract must be received by DevOpsGroup within thirty (30) days of the date of invoice or immediately following receipt of invoice if an Insolvency Event occurs.

9.2 All charges must be received in full without deduction, set-off, counterclaim or withholding together with VAT (if applicable). All sums referred to in the Contract are stated exclusive of VAT.

9.3 If the Customer fails to pay any charges (in whole or in part) by the due date, DevOpsGroup reserves the right to charge interest at the rate of eight per cent (8%) per annum above the Santander Bank plc base lending rate from time to time calculated from the invoice date until the date payment is made, whether before or after judgement.

9.4 Without prejudice to any of its other rights and remedies, DevOpsGroup shall be entitled to set off any Liability of the Customer's Group to DevOpsGroup against any Liability of DevOpsGroup to the Customer's Group.

9.5 DevOpsGroup may increase the Fees on giving at least 90 days' advance written notice prior to the expiration of the Initial Term or any Renewal Term. In the event of a third-party fee increase, DevOpsGroup may increase Customer's Fees by the same percentage amount on giving at least 90 days advance written notice. If Customer continues to use any Services following termination of the Contract, Customer shall be responsible for payment of Fees for such Services at DevOpsGroup's then-current market rates.

10. Suspension of Services

10.1 DevOpsGroup may suspend any or all of the Services, or performance of its obligations under any or all of the Contracts, in the following circumstances without Liability:

10.1.1 with prior notice where reasonably practicable, if DevOpsGroup is obliged to comply with an order, instruction or request of Government, an emergency services organisation or other competent administrative authority;

10.1.2 on notice, if DevOpsGroup reasonably believes that any member of the Customer's Group will not make any payment which is to fall due to DevOpsGroup under any Contract; or

10.1.3 on notice, if a Credit Limit is exceeded.

11. Term and termination

11.1 This Contract shall continue until terminated in accordance with its terms.

11.2 Subject to this clause 11, each Recurring Service will commence on the Service Commencement Date and shall continue for the Initial Term and for each subsequent Renewal Term until terminated in accordance with the terms of this Contract.

11.3 Either party may terminate the provision of any Recurring Services at the end of the Initial Term or any Renewal Term for such Services by providing not less than the Minimum Written Notice to the other party prior to the expiry of the Initial Term or the relevant Renewal Term (as the case may be).

11.4 Without prejudice to any of DevOpsGroup's other rights and remedies, DevOpsGroup may on notice to the Customer suspend any or all of the Services or suspend performance of its obligations under, or terminate, any or all of the Contracts in the following circumstances without Liability:

11.4.1 if the Customer materially fails to comply with any Contract after being given notice of its failure;

11.4.2 if the Customer ceases to carry on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

11.4.3 if the Customer makes or offers to make any arrangement or composition (including any voluntary arrangement) with any one or more of its creditors, or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if any resolution or petition to wind up the Customer is issued, passed or presented (other than for reconstruction or amalgamation), or if a receiver is appointed over any of the Customer's assets;

11.4.4 if sums are overdue to DevOpsGroup under any Contract and remain overdue following expiry of fourteen (14) days' notice from DevOpsGroup;

11.4.5 if DevOpsGroup reasonably suspects that the Services are being used for any improper, immoral, fraudulent, unauthorised or unlawful purpose or the Customer acts in a threatening or abusive manner; or

11.4.6 if the performance of the Contract is prevented by a Force Majeure Event for sixty (60) days or more.

11.5 Termination of a Contract for any reason shall be without prejudice to the rights of either party accrued as at the date of termination.

11.6 On termination or expiry of this Contract, except as otherwise provided in this Contract:

11.6.1 all licences granted hereunder shall immediately terminate;

11.6.2 each party shall return and make no further use of any equipment, property, Deliverables and other items (and all copies of them) belonging to the other party;

11.6.3 DevOpsGroup may destroy or otherwise dispose of any of the Customer Data in its possession, unless DevOpsGroup receives, no later than ten days after the effective date of the termination of this Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by DevOpsGroup in returning or disposing of Customer Data; and

11.6.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at

or before the date of termination shall not be affected or prejudiced.

11.7 The provisions of clauses 1 (Definitions), 3 (Limitation of Liability), 4 (Non-solicitation), 13 (Data protection), 14 (TUPE), 15 (Confidentiality), 16 (Customer obligations), and any other provision in the Contract which by its very nature is intended to survive termination, shall survive the termination for any reason or expiry of this MSA and/or Contract.

12. Variation

DevOpsGroup may vary a Contract, or introduce changes or updates to the Services, as required by its suppliers or to take account of changes in Law by giving notice to the Customer. Where such variation causes a material change to the Contract or the Services, the Customer may terminate in its absolute discretion within 30 days of being notified of the variation. Except as expressly permitted under the Contract, any other variation to a Contract shall be in writing and signed by a duly authorised representative of each party.

13. Data protection

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.2 Both parties acknowledge that:

13.2.1 if DevOpsGroup processes any personal data on the Customer's behalf when performing its obligations under this Contract, the Customer is the controller and DevOpsGroup is the processor for the purposes of the Data Protection Legislation; and

13.2.2 the personal data may be transferred or stored outside the EEA or the country where the Customer and its authorised users are located in order to carry out the Services and DevOpsGroup's other obligations under this Contract.

13.3 The Customer acknowledges and agrees that:

13.3.1 it shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data;

13.3.2 details of the Customer's name, address and payment record may be submitted to a credit reference agency; and

13.3.3 Customer Data will be processed by DevOpsGroup and its suppliers worldwide for the Purpose. Details of DevOpsGroup's privacy policy may be found on DevOpsGroup's website or will be provided on request.

13.4 The Customer represents and warrants that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to DevOpsGroup for the duration and purposes of this Contract so that DevOpsGroup may lawfully use, process and transfer the personal data in accordance with this Contract on the Customer's behalf.

14. TUPE

14.1 DevOpsGroup and the Customer do not anticipate that the Employment Regulations shall apply to transfer the employment or engagement of any Employee to DevOpsGroup, or any contractor of DevOpsGroup in connection with the applicable Contract.

14.2 The Customer shall indemnify and hold harmless and keep indemnified and held harmless DevOpsGroup and all members of DevOpsGroup 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 DevOpsGroup arising out of or connected with:

14.2.1 the transfer or alleged transfer of the employment or engagement of any Employee to DevOpsGroup, or any contractor of DevOpsGroup pursuant to the Employment Regulations or otherwise; and

14.2.2 the employment or engagement or termination of employment or engagement of any Employee by DevOpsGroup, any contractor of DevOpsGroup, the Customer, a Contractor and/or any sub-contractor.

14.3 Without prejudice to clause 14.2, if any Employee claims or it is determined that his or her contract of employment or engagement has been transferred to DevOpsGroup pursuant to the Employment Regulations then:

14.3.1 DevOpsGroup will endeavour to, within 28 (twenty-eight) days of becoming aware of that fact, give notice in writing to the Customer;

14.3.2 the Customer may offer employment to such person within 14 (fourteen) days of the notification or take such other steps as it considers appropriate to deal with the matter;

14.3.3 if such offer is accepted (or if the situation has otherwise been resolved by the Customer), DevOpsGroup shall release the person from his employment;

14.3.4 if after the 14 (fourteen) 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, DevOpsGroup may give notice to terminate the employment of such person and rely on the indemnity at clause 14.2 above.

15. Confidentiality

15.1 Each party agrees to keep confidential, and shall ensure that its Group and their employees, sub-contractors, agents and professional advisers ("**Permitted Disclosees**") to whom disclosure is necessary for the Purpose shall keep confidential, the other party's Confidential Information whether received before, on or after the Agreement Date and shall not, without the other party's prior written consent, disclose the other party's Confidential Information (or permit others to do so) other than as necessary for the Purpose.

15.2 Each party shall notify the other party of any unauthorised misuse, disclosure, theft or other loss of the other party's Confidential Information immediately upon becoming aware of the same.

15.3 The restrictions in this clause 15 shall not apply to information which:

    15.3.1 is or becomes part of the public domain through no act or omission of the receiving party;

    15.3.2 was in the receiving party's lawful possession prior to disclosure by the other party and had not been obtained by the receiving party either directly or indirectly from the disclosing party;

    15.3.3 is lawfully disclosed to the receiving party by a third party without restriction or disclosure;

    15.3.4 is independently developed by the receiving party; or

    15.3.5 is required to be disclosed by Law or by any applicable regulatory authority.

15.4 Each party will establish and maintain such security measures and procedures as are reasonably necessary to provide for the safe custody of the other's Confidential Information in its possession and to prevent unauthorised access to the Confidential Information.

15.5 Each party shall ensure that its Permitted Disclosees are aware of and comply with obligations of confidentiality no less onerous than the terms of this clause 15 in respect of the other party's Confidential Information.

15.6 The obligations of confidentiality set out in this clause 15 shall survive any termination of the Contract for a period of five (5) years.

16. Customer obligations

16.1 The Customer shall not:

    16.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Deliverables (as applicable) in any form or media or by any means; or

    16.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

    16.1.3 access all or any part of the Services and/or Deliverables in order to build a product or service which competes with the Services and/or Deliverables; or

    16.1.4 without DevOpsGroup's prior written consent, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Deliverables available to any third party;

    16.1.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as provided under this Contract; or

    16.1.6 introduce or permit the introduction of, any virus or vulnerability into DevOpsGroup's network and information systems.

16.2 The Customer shall:

    16.2.1 ensure that its network and systems comply with the relevant specifications provided by DevOpsGroup from time to time; and

    16.2.2 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to DevOpsGroup's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.