



MASTER SERVICES AGREEMENT

Last Updated: October 1st, 2025

Previous Versions: <https://www.vertice.one/legal/msa>

This Master Services Agreement ("**MSA**") forms part of the Agreement that governs Customer's use of Vertice's Services. Capitalised terms have the definitions set out in Section 1 below. By signing an Order Form that references this MSA, Customer agrees to the terms of this Agreement.

The Agreement is effective between Customer and Vertice on the date that both parties have signed the Order Form (the "**Effective Date**").

The parties agree as follows:

1. Definitions

1.1. Terms not defined below or within the body of this MSA have the meaning given in the Order Form.

- 1.1.1. "**Affiliate**" means with respect to any entity, any other entity Controlling, Controlled by, or under common Control with such entity. "**Control**" for purposes of this definition, means with respect to a corporate body (a) the legal, beneficial or equitable ownership, directly or indirectly, of 50% or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity by contract or otherwise.
- 1.1.2. "**Agreement**" means this MSA together with the Order Form, the MDPA, and any other documents expressly incorporated into the Agreement, each as updated or amended from time to time.
- 1.1.3. "**Analytics Data**" means all data, logs, and learning recorded by Vertice related to the usage of the Services by Users.
- 1.1.4. "**Annual Fee**" means the annual fee payable by Customer for the Services, as detailed in the Order Form.
- 1.1.5. "**Confidential Information**" means all information (whether written, oral, or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the Effective Date), including all information relating to that other's business, operations, systems, processes, products, trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be deemed to be confidential. Confidential Information includes the terms of this Agreement. Confidential Information of Vertice includes all non-public information regarding features, functionality, and performance of the Services. Confidential Information of Customer includes non-public data provided by Customer to Vertice (for example, the parties and content of contracts) to enable the provision of the Services. Confidential Information excludes information which: (a) is available to the public other than because of any breach of this MSA; (b) is, when it is supplied, already known to the other party in circumstances in which they are not prevented from disclosing it to others; (c) is obtained by the other party in circumstances in which they are not prevented from disclosing it to others; or (d) is independently developed by the receiving party without using the other party's Confidential Information.
- 1.1.6. "**Customer**" means the Customer entity listed in Section A of the Order Form.
- 1.1.7. "**Customer Data**" means all materials, records, information, data, and content provided or made available to Vertice by or on behalf of Customer in connection with the Services, whether or not provided directly through the Platform (including prices, contractual terms, processes, purchasing tactics, discounts, and other information about Customer's technology stack and suppliers). Customer Data does not include Feedback.
- 1.1.8. "**Feedback**" means any feedback or suggestions for improvement to the Services as provided by Customer or Users.
- 1.1.9. "**Fees**" means the Implementation Fee, the Annual Fee, and any other fees payable by Customer as detailed in an Order Form.
- 1.1.10. "**Force Majeure**" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.
- 1.1.11. "**Implementation Fee**" means the fee payable Customer for the implementation of the Services as set out in the Order Form.
- 1.1.12. "**Insolvency Event**" means, where (a) a party becomes insolvent or unable to pay its debts as and when they become due, or (b) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (c) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a party's assets or business, or (d) a party makes any composition with its creditors, or (e) a party ceases to continue its business, or (f) as a result of debt or maladministration a party takes or suffers any similar or analogous action in any jurisdiction.
- 1.1.13. "**Intellectual Property Rights**" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing.
- 1.1.14. "**MDPA**" means the Master Data Processing Agreement available at <https://www.vertice.one/mdpa> the terms of which are hereby incorporated by reference into the Agreement.
- 1.1.15. "**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Vertice or any of either party's Affiliates, including any addenda and supplements thereto.



- 1.1.16. **"Platform"** means the SaaS application described in Section D of the Order Form, made available through Vertice's website which enables (as applicable) SaaS purchasing, cloud cost optimization, automated management of cloud reserves, and recommendations for optimizing certain SaaS and cloud contracts.
- 1.1.17. **"SaaS"** means software-as-a-service.
- 1.1.18. **"Service(s)"** means the provision of the Platform to Customer together with the associated SaaS purchasing services provided by Vertice with respect to Vendor contracts, as described in Section D of the Order Form, as detailed in an Order Form.
- 1.1.19. **"Term"** has the meaning given in Section 11.1 below.
- 1.1.20. **"Users"** means those employees, agents, and independent contractors of Customer who are authorised by Customer to use the Services.
- 1.1.21. **"Vendor"** means a vendor, or potential vendor, to Customer of SaaS and cloud services, in respect of which Vertice is providing the Services to Customer.
- 1.1.22. **"Vertice"** means the Vertice company described in Section 15 below.
- 1.2. **Interpretation.** In this Agreement, unless otherwise stated:
 - 1.2.1. the section, paragraph, or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
 - 1.2.2. Vertice and Customer are together the parties and each a party, and a reference to a 'party' includes that party's successors and permitted assigns; words in the singular include the plural and vice versa; any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.3. a reference to 'writing' or 'written' includes email but not fax; and
 - 1.2.4. a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation.

2. Services

- 2.1. **Provision of Services.** Vertice shall, during the Term, provide the Services to Customer on and subject to the terms of this Agreement.
- 2.2. **Platform Rights of Use.** Unless otherwise provided in the Order Form, access to the Services is purchased as a subscription to the Services for the Term. Subject to payment of the Fees and in consideration of the terms and conditions of this Agreement, Vertice hereby grants Customer and its Users a non-transferable, non-exclusive right during the Term to access and use the Platform for Customer's internal business purposes (and for no other purpose unless otherwise designated on the Order Form).
- 2.3. **Customer Affiliates.** A Customer Affiliate may benefit from the Services as follows:
 - 2.3.1. if the Services are requested by Users in respect of Affiliate vendor contracts. Affiliate will not be Vertice's 'Customer' and Vertice will have no liability to Affiliate; or
 - 2.3.2. if Affiliate executes an Order Form, which will be governed by this Agreement and establish a separate agreement between the Affiliate and Vertice, and the Affiliate will be the 'Customer'. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Neither Customer nor any Customer Affiliate will have any rights under each other's agreement with Vertice, and breach or termination of any such agreement is not breach nor termination under any other agreement.
- 2.4. **Out of Scope.** Notwithstanding Vertice's duties and responsibilities in relation to the Services, Customer shall retain responsibility and accountability for (and, to the maximum extent permitted by law, Vertice shall have no liability in respect of):
 - 2.4.1. the management, conduct and operation of Customer's business and its affairs;
 - 2.4.2. deciding on its use of, choosing to what extent Customer wishes to rely on, or implementing advice or recommendations based on the Services; and
 - 2.4.3. Vendor contracts entered into by Customer.
- 2.5. **Modifications.** Vertice reserves the right to modify and update the features and functionality of the Platform without notice to Customer. These updates may include any subsequent release or version of the Platform containing functional enhancements, extensions, error corrections, or fixes which are generally made available at no additional cost to customers who have contracted for the appropriate level of Services. Vertice will notify Customer in writing of any such modifications or updates and will ensure that they do not materially adversely affect the performance or use of the Services. Updates shall not include any release, option, or future product for which Vertice provides paid access separately.
- 2.6. **Third party services.** The Platform may contain features designed to interoperate with third party applications that are not core to the Services. Vertice cannot guarantee the continued availability of such features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example the provider of a third party application ceases to make such application available for interoperation with the corresponding features in a manner acceptable to Vertice.
- 2.7. **No Legal or Tax Services.** Customer acknowledges that the Services do not include any legal, tax, accounting, or other regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3. Fees

- 3.1. **Invoicing and Payment.** Vertice will invoice Customer for the Fees specified in the Order Form (in the currency stated in the Order Form). Unless otherwise specified in the Order Form, Customer shall pay Vertice the Fees within 30 days from the date of invoice.



- 3.2. **Disputed invoice or Fees.** Each Vertice invoice will be considered accepted in full by Customer unless Customer notifies Vertice in writing within 15 days of the date of the invoice of a good faith dispute, such notice to include the amount and reason for the dispute. If Customer has disputed an invoice, Customer shall pay the undisputed part of the invoice (and all other undisputed invoices) in accordance with this Agreement and cooperate fully with Vertice to resolve the dispute as quickly as possible.
- 3.3. **Taxes.** All Fees are exclusive of any applicable VAT and other taxes, which shall be added to the invoice at the rate and in the manner prescribed by law and payable by Customer. All sums payable under this Agreement shall be free and clear of all deductions or withholdings whatsoever including indirect taxes, and any other applicable taxes, save only as may be required by law. If any such deductions or withholdings are required by law, the party making the payment shall pay such sum as will, after such deduction or withholding has been made, leave the amount which would have been received in the absence of any such requirement to make a deduction or withholding.
- 3.4. **Late Payment**
- 3.4.1. Any sum not paid by Customer when due (excluding amounts that Customer disputes under Section 3.2) shall bear interest from the due date until paid at an annual rate of 8 percent per annum or, if lower, the maximum rate permitted by law. Interest shall accrue on a daily basis on such overdue amounts commencing on the due date and continuing until fully paid, whether before or after judgment. Vertice will give Customer 15 days prior written notice of overdue amounts before charging any interest.
- 3.4.2. If any Fees are 30 days or more overdue (excluding amounts that Customer disputes under Section 3.2), Vertice may, without limiting its other rights and remedies: (a) suspend the Services until all amounts owing are paid in full; (b) immediately invoice Customer for all Fees due under the Order Form for the remainder of the Term, such invoice to be paid by Customer on receipt; and (c) instruct lawyers or a collection agency to recover the overdue amounts (and Vertice will be entitled to recover its reasonable legal fees and other costs of recovery), provided that Vertice may not take any action under this Section 3.4(b) unless it has given Customer at least five days' prior written notice of its intention to do so.
- 3.5. **Non-Refundable Fees.** Payment obligations are non-cancellable and all Fees are non-refundable except as otherwise specified in this Agreement or the Order Form.

4. Customer's Responsibilities

- 4.1. Customer shall:
- 4.1.1. ensure that only authorized Users use the Services and that such use is at all times in accordance with this Agreement;
- 4.1.2. be liable for the acts and omissions of Users as if they were its own;
- 4.1.3. procure that each User is aware of, and complies with, the obligations and restrictions imposed on Customer;
- 4.1.4. comply (and shall ensure all Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services and Customer Data, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services or Customer Data to, or access or use the Services or Customer Data in, any country or territory (a) for which an export license or other approval is required without first obtaining such license or other approval or (b) which is subject to international sanctions by either the United Kingdom or United States of America;
- 4.1.5. provide Vertice, at no charge, with all reasonably necessary cooperation in relation to the Services and upon which Vertice relies to provide the Services. Customer acknowledges that such cooperation may include (as applicable): proactive engagement with the Services; reasonable access to Customer Data and any information requested by Vertice; providing Vertice with the SaaS Engagement Requirements; making prompt decisions and approvals when requested (and upon which Vertice will be entitled to rely); and promptly entering into each Vendor contract once it has been negotiated by Vertice and approved by Customer;
- 4.1.6. comply with its responsibilities in respect of Customer Data under Section 5.3;
- 4.1.7. designate at least one employee with knowledge of Customer's business as its primary contact to be available for communication with Vertice in providing the Services;
- 4.1.8. provide Vertice with accurate and complete information and timely decisions and approvals, upon which the Services will rely;
- 4.1.9. obtain and maintain all necessary licenses, consents, and permissions necessary for Vertice to perform its obligations under this Agreement (to the extent they relate specifically to Customer); and
- 4.1.10. be, to the extent permitted by applicable law, solely responsible for procuring, maintaining, and securing its network connections and telecommunications links from its systems to the Platform, 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.
- 4.2. **Unauthorized Access or Use.** Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Platform and Services. In the event of any such unauthorized access or use, Customer shall promptly notify Vertice and take all actions reasonably required by Vertice to mitigate and resolve any such unauthorized access or use.
- 4.3. **Prohibitions.** Customer shall not, directly or indirectly:
- 4.3.1. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, or any software, documentation or data developed or owned by or licensed to Vertice and which forms part of, or is used in the provision of the Services;
- 4.3.2. modify, translate, or create derivative works based on the Services (in whole or in part), merge or otherwise permit the Services to become incorporated (in whole or in part) in any other program or service (except to the extent expressly permitted by Vertice or authorized within the Services);
- 4.3.3. use the Services to provide services to third parties;
- 4.3.4. license, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Services available to any third party (except the employees or agents of Customer);



- 4.3.5. permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit;
- 4.3.6. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted under this Agreement;
- 4.3.7. access all or any part of the Services or the Platform to build a product or service which competes with the Services;
- 4.3.8. upload any content from the Services into third party applications including artificial intelligence technologies such as large language models and generative AI (e.g. ChatGPT, Bing, Google Bard, and Harvey);
- 4.3.9. use the Services in a way that is illegal, causes damage or injury to any person or property, or infringes any rights of third parties; or
- 4.3.10. use the Services to access, store, distribute or use any malware.

5. Data and AI features

- 5.1. **Ownership.** Customer retains all right, title, and interest (including Intellectual Property Rights) in and to Customer Data, which shall be considered the Confidential Information and property of Customer.
- 5.2. **Use.** Customer grants Vertice a worldwide, royalty-free, non-exclusive, irrevocable license to: (a) collect, store, transfer, copy, retain, and otherwise use the Customer Data to the extent reasonably necessary for Vertice to provide the Services and to fulfill its obligations under this Agreement; (b) aggregate and anonymize Customer Data, such that the data does not identify the Customer or any individual person ("**Aggregated and Anonymous Data**"); and (c) use and distribute Aggregated and Anonymous Data for any business purpose, including without limitation to provide, develop, and improve Vertice products and services, and to create and distribute insights, reports, and other materials.
- 5.3. **Customer responsibility.** Customer shall ensure (and is exclusively responsible for) the accuracy (including Customer Vendor contract renewal dates, auto-renew status etc.), quality, integrity, and legality of the Customer Data. Vertice does not control the Customer Data and accordingly Vertice does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of the Customer Data. Customer represents and warrants that Customer has appropriate rights to the Customer Data sufficient to grant to Vertice the rights referred to in Section 5.2.
- 5.4. **Removal of Customer Data by Vertice.** If Vertice becomes aware of any allegation that any Customer Data may not comply with any part of this Agreement, Vertice shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any part of the Agreement and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult Customer). Where reasonably practicable and lawful Vertice shall notify Customer before taking such action.
- 5.5. **Personal data.** In connection with the performance of the Services, the parties agree to comply with all applicable laws relating to the protection of personal information and undertake to comply with the MDPA.
- 5.6. **Analytics Data.** Customer agrees that Vertice has the right to generate Analytics Data and that Analytics Data is Vertice's property, which Vertice may use for any business purpose during or after the Term. Vertice will only disclose Analytics Data externally in an anonymised form that does not identify Customer or Users, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). Customer is not responsible for Vertice's use of Analytics Data.
- 5.7. **AI features.** Vertice warrants to Customer that:
 - 5.7.1. any training data used to train or improve any AI feature offered by Vertice, including without limitation any foundation models or algorithms that generate output, is owned and/or licensed by Vertice and Vertice has all rights needed to use such data for the purposes that the data is used for; and
 - 5.7.2. the training data shall not violate any applicable laws;
- 5.8. Vertice shall not use any Customer Data or output to train, retrain, or improve any third party product or foundation models or algorithms that generate output, and Vertice shall not use any Customer Data or output for the benefit of any third parties.

6. Vertice's Responsibilities

- 6.1. **Performance.** Vertice undertakes to perform the Services with reasonable skill and care.
- 6.2. **Remedy.** If the Services are not provided in accordance with this MSA and the Order Form, Vertice will, at its own expense, use all reasonable commercial endeavors to correct any such non-conformance promptly. This constitutes Customer's sole and exclusive remedy for any breach of the undertaking set out in Section 6.1.
- 6.3. **MDPA.** Vertice undertakes that it shall comply with the terms of the MDPA.
- 6.4. **Availability.** Vertice does not warrant that Customer's use of the Services will be uninterrupted or error-free. Vertice shall use reasonable endeavors to maintain the availability of the Platform but does not guarantee 100% availability. Vertice is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 6.5. **Accuracy.** Although Vertice makes reasonable efforts to update the information provided by the Services, Vertice makes no representations, warranties, or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 6.6. **Limit of responsibility.** Vertice shall have no liability to the extent of any breach of this Agreement caused by use of the Services contrary to Vertice's instructions, modification or alteration of the Services by any party other than Vertice or Vertice's duly authorized contractors or agents, or to the extent that such breach results from Customer's material failure to meet its obligations under Section 4.

7. Confidentiality

- 7.1. **Obligations.** Each party (the "**Recipient**") understands that the other party (the "**Discloser**") has disclosed or may disclose Confidential Information to the other. The Recipient agrees:



- 7.1.1. to protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information;
- 7.1.2. not to use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- 7.1.3. not to disclose Confidential Information to any person except to the Recipient's employees, contractors, professional advisers, and agents who need to know such Confidential Information to assist the Recipient, to act on its behalf, or to exercise its rights or perform its obligations under this Agreement, provided that such recipients are bound to confidentiality obligations no less protective than this Section 7.

Notwithstanding the foregoing in this Section 7.1 or anything to the contrary elsewhere in this Agreement, Customer acknowledges and agrees that Vertice may retain, use, and disclose Customer's Confidential Information consisting of Customer Data during and after the Term solely in accordance with Section 5.2.

- 7.2. **Breach.** The Recipient shall be responsible for any breach of this Section 7 caused by any of its employees, contractors, professional advisers, or agents.
- 7.3. **Return of Confidential Information.** At any time during the Term, at the Discloser's written request, and in any event within 30 days of the end of the Term, the Recipient shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or, at the Recipient's election, destroy all such copies and (if requested by Discloser) certify in writing to the Discloser that such Confidential Information has been destroyed. The Recipient shall not be required to return or destroy Confidential Information held on any automated back-up or recovery system, which is contained in any papers prepared for, or minutes of, any meeting of its Board or senior management, or which is required to be retained in accordance with any bona fide record retention policy. Any Confidential Information retained by a party pursuant to this paragraph shall remain subject to this Section 7.
- 7.4. **Compelled Disclosure.** The Recipient may disclose the Discloser's Confidential Information to the extent required by law or court order, provided it gives advanced notice (if permitted by law) and cooperates in any effort by the Discloser to obtain confidential treatment for the Confidential Information.

8. Intellectual Property

- 8.1. **Services.** Vertice retains all right, title, and interest (including Intellectual Property Rights) in and to the Services and the Platform, including where created during the provision of Services to Customer. All goodwill with respect to the Services or the Platform shall accrue solely to Vertice. Customer may not delete or in any manner alter the Intellectual Property Rights and other proprietary notices or markings appearing on the Platform. Customer acknowledges that the Platform is offered as an online, hosted solution, and therefore Customer has no right to obtain a copy of the underlying computer code of the Platform. To the extent that Customer, Users, or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Vertice or such third party as Vertice may elect. Customer shall execute all such documents and do such things as Vertice may consider necessary to give effect to this Section 8.1.
- 8.2. **Feedback.** Customer hereby assigns (or shall or procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Vertice at the time such Feedback is first provided to Vertice.
- 8.3. **No Transfer.** Except for the rights expressly granted in this Agreement, Customer or any User shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

9. Indemnification

- 9.1. **Customer Indemnity Obligations.** Customer shall defend Vertice against any claim by a third party relating to Vertice's receipt of the Customer Data in accordance with this Agreement and will indemnify and hold harmless Indemnitees from and against any damages and costs awarded against Vertice or agreed in settlement by Customer (including reasonable legal fees) resulting from such claim.
- 9.2. **Vertice Indemnity Obligations.** Vertice will defend Customer and its employees, officers and directors ("**Indemnitees**") against any claim by a third party alleging that the Services, when used in accordance with this Agreement, infringe any Intellectual Property Rights of such third party and will indemnify and hold harmless Indemnitees from and against any damages and costs awarded against Customer or agreed in settlement by Vertice (including reasonable legal fees) resulting from such claim. If Indemnitees' use of the Services results (or in Vertice's opinion is likely to result) in an infringement claim, Vertice may either: (a) substitute functionally similar services; (b) procure for Indemnitees the right to continue using the Services; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Customer the unused Fees that Customer has pre-paid for the applicable Services. Vertice shall have no liability or obligation under this Section 9.2 in respect of any claim which arises in whole or in part from: (1) any modification of the Platform (or any part) without Vertice's express written approval; (2) any Customer Data; (3) use of the Services (or any part) otherwise than in accordance with this Agreement; or (4) any material breach of this Agreement by Customer. This Section sets out Vertice's sole remedy with respect to any third-party claims covered by this Section 9.2.
- 9.3. **Indemnification Procedures.** In the event of a potential indemnity obligation under this Section 9, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim within seven days of becoming aware of the actual or threatened claim, (b) allow the indemnifying party the right to control the investigation, defence and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party without the indemnified party's prior written consent, such consent not to be unreasonably withheld. Any indemnification obligation under this Section 9 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent. Nothing in this Section 9 will restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur.

10. Limitation of Liability

- 10.1. **Liability caps.** Subject to the remainder of this Section 10 each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to:



- 10.1.1. in respect of either party's breach of its confidentiality obligations in Section 7 or its indemnity obligations under Section 9, £250,000; and
- 10.1.2. in all other cases (other than in respect of obligations relating to payment of Fees), 100% of the total Fees payable by Customer to Vertice in respect of the Services during the 12 months immediately preceding the date on which the claim arose.
- 10.2. **No limitation.** Nothing in this Agreement excludes the liability of either party for fraud or fraudulent misrepresentation, or in respect of any liability for which it would be unlawful to exclude or attempt to exclude.
- 10.3. **Excluded Losses.** Subject to Section 10.2, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise (whether direct or indirect) for:
 - 10.3.1. loss of profits, loss of business, depletion of goodwill, loss of opportunity, and/or similar losses;
 - 10.3.2. loss or corruption of data or information (including Customer Data); or
 - 10.3.3. any special, indirect, or consequential loss, costs, damages, or expenses however arising.
- 10.4. **Disclaimer.** Subject to Section 10.2, and except as expressly and specifically provided elsewhere in this Agreement, the Services are provided "as is", and all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. Customer assumes sole responsibility for results obtained from the use of the Services by Customer, and for conclusions drawn from such use. Vertice shall have no liability for any damage caused by errors or omissions in Customer Data, or any actions taken by Vertice at Customer's direction.

11. Term and Termination

- 11.1. **Term.** The Services will commence on the Effective Date and continue for the term set out in the Order Form, unless terminated earlier in accordance with the Agreement (the "Term"). Neither party may terminate this Agreement for convenience. At the end of the Term each Order will automatically renew for a further Term unless Customer has notified Vertice in writing at least 30 days before the end of the Term stating that it does not wish to renew. The Fee for each year of the renewal term will be the same as the fee payable for the final year of the original Term (taking into account any amounts due as a result of the Customer's Actual Spend exceeding the original Estimated Spend), and will be payable in accordance with the payment terms agreed for the original Order. The Minimum Guaranteed Saving for the renewed term will be an amount equal to the total Fee for the renewed term. All the other terms of this Agreement will continue to apply to the renewed Order.
- 11.2. **Termination for Cause.** Either party may terminate this Agreement if the other party breaches any provision of the Agreement and does not cure such breach within 30 days following written notice to the breaching party. Notwithstanding the foregoing, Customer acknowledges that:
 - 11.2.1. it has no right to terminate for cause if Vertice fails to meet the Minimum Savings Guarantee; and
 - 11.2.2. Reimbursement (as set out in the Order Form) is Customer's sole remedy for Vertice's failure to achieve the Minimum Guaranteed Savings.
- 11.3. **Immediate Termination.** Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:
 - 11.3.1. the other party commits a material breach of this Agreement, and such breach is not remediable;
 - 11.3.2. the other party is subject to an Insolvency Event. A party exercising this right of termination shall only be entitled to do so prior to the other party entering into a relevant insolvency process; or
 - 11.3.3. the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid for 30 days after the other party has received notification that the payment is overdue.
- 11.4. **Discontinuation.** Vertice shall be entitled to terminate this Agreement and any Order Form upon not less than 60 days written notice if Vertice ceases to offer the Services (in part or in full) to its customers generally. If Vertice terminates this Agreement pursuant to this Section 11.4, Customer shall be reimbursed on a pro-rata basis for any Fees already paid for Services not provided.
- 11.5. **Effect of Termination.** Upon termination of this Agreement:
 - 11.5.1. Customer shall immediately pay Vertice for all Services rendered prior to termination;
 - 11.5.2. unpaid Fees for the remaining period of the Term that would have applied but for termination will become immediately due and payable by Customer save that, if termination is due to material breach by Vertice, Vertice shall repay to Customer any sums prepaid by Customer to the extent such sums exceed Actual Savings (defined in the Order Form) already generated by Vertice for Customer;
 - 11.5.3. Customer must immediately cease to access the Platform; and
 - 11.5.4. each party shall (subject to Section 7), within 30 days, return or destroy all of the other party's Confidential Information then in its possession or under its control.
- 11.6. **Survival.** Sections of this Agreement that expressly or by implication are intended to continue beyond termination will survive the termination of this Agreement.

12. Announcements

- 12.1. Vertice may, upon execution of this Agreement and from time to time during the Term, identify Customer as a customer of Vertice upon Vertice's website and within its marketing and sales materials, using both Customer's name and logo (as may be modified from time to time by Customer).

13. Compliance with Laws

- 13.1. **Applicable Laws.** Each party shall during the Term of this Agreement:
 - 13.1.1. comply with all applicable laws, regulations, statutes, and codes with respect to its activities under this Agreement, including but not limited to those relating to anti-bribery and anti-corruption such as the Bribery Act 2010 ("**Relevant Requirements**"); and



13.1.2. notify the other party in writing if it becomes aware or has reason to suspect any breach of Section 13.1(a).

13.2. **Sanctions.** Each party represents and warrants that neither it nor any of its shareholders, directors, officers, employees, agents, or other representatives is, nor is owned or controlled by a person or entity that:

13.2.1. is listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, the United Kingdom, or any other relevant governmental entity (including but not limited to HM Treasury's consolidated list or any list of known or suspected terrorists, terrorist organisations);

13.2.2. directly or indirectly, has conducted, conducts, or is otherwise involved with any business with or involving any government (or any subdivision thereof), or any person, entity, or project, targeted by, or located in any country that is the subject of, any economic or trade sanctions administered by any relevant governmental entity, including the UK Government or OFAC (collectively the "Sanctions");

13.2.3. directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity, or project; or

13.2.4. is or ever has been in violation of or subject to an investigation relating to Sanctions.

13.3. **Termination.** Each party shall be entitled to terminate this Agreement with immediate effect without any liability where:

13.3.1. the other party is in breach of Section 13; or

13.3.2. the other party fails to comply with applicable laws, including in circumstances where the transactions or payments contemplated under this Agreement are in breach of, or otherwise targeted by Sanctions or other laws.

14. General Provisions

14.1. **Force Majeure.** Provided that it has complied with the remainder of this Section 14.1, a party which is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event (the "**Affected Party**") shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The Affected Party shall:

14.1.1. as soon as reasonably practicable after the start of the Force Majeure event, notify the other party in writing of such Force Majeure event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure event on its ability to perform any of its obligations under this Agreement; and

14.1.2. use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

14.2. **No Reliance.** Each party acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14.3. **Variation.** No variation of this Agreement by Customer shall be valid or effective unless it is made in writing, refers to this Agreement, and is duly signed or executed by, or on behalf of, each party. Vertice may, at its discretion, make updates to this MSA (including the MDPA) and such changes will apply to the Agreement:

14.3.1. in the case of changes required to comply with applicable law, upon Vertice's written notice to Customer; and

14.3.2. in all other cases, upon the parties renewing or entering into a new Order Form.

14.4. **Waiver and Severance.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any part of this Agreement is, or is found to be, unenforceable under a relevant law, that will not affect the enforceability of the rest of this Agreement.

14.5. **Assignment.** Except with the prior written consent of the other party (not to be unreasonably withheld or delayed), neither party shall assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.6. **Notices.** All notices required or permitted under this Agreement will be in writing, in English, and will be deemed to have been received:

14.6.1. one working day after deposit with a commercial express courier specifying next day domestic delivery with written verification of receipt;

14.6.2. two working days after deposit with a commercial express courier specifying two-day international delivery with written verification of receipt; or

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

14.7. Any notices given to a party under or in connection with this Agreement shall be sent:

14.7.1. in the case of notices to Customer, to Customer's registered address if by courier or to the finance email address in the Order Form; and

14.7.2. in the case of notices to Vertice, to the applicable address set out in Section 15.2 with a copy sent by email to legal@vertice.one.

14.8. Entire Agreement and Conflict

14.8.1. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features of the Platform or dependent on any oral or written public comments made by Vertice regarding future functionality or features. Use of Customer's pre-printed forms, including, purchase orders and acknowledgements is for administrative convenience only and all terms and conditions stated thereon, except as specifically set forth in the Agreement, are void and of no effect.



14.8.2. In the event of any conflict between the provisions of this Agreement, the order of precedence will be: (a) the Order Form; (b) the MDPA; (c), the MSA; and (d) other documents expressly incorporated into the Agreement.

14.9. **Third Party Rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation to enforce any provision of this Agreement.

14.10. **No Partnership.** Vertice and Customer are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf. Except as set out in the Agreement, Vertice shall have no right to perform any other services on behalf of Customer (such as enter into or execute Vendor contracts on behalf of Customer, terminate contracts, or provide non-renewal confirmation to a Vendor). Client's decision to enter into a contractual relationship with a Vendor is its own. Vertice shall not be a party to any such agreement, and Vertice shall not be responsible for any performance, results, services, or support purchased by Customer from a Vendor.

14.11. **No Exclusivity.** This Agreement shall not prevent Vertice from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing materials, products or services which are similar to those provided under this Agreement.

15. Vertice Contracting Entity, Governing Law, and Venue

15.1. The Vertice entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, are set out in Section 15.2.

15.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the governing law as referenced in the table below. Each party irrevocably agrees that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) are those referenced in the table below:

If Customer is domiciled in:	The Vertice entity entering into this Agreement is:	Governing law is:	Courts with exclusive jurisdiction are:
USA	Vertice Technology Inc Corporation Trust Center 1209 Orange St. Wilmington, Delaware 19801, USA	Delaware and controlling United States federal law	Federal courts in Delaware, USA
Any country other than USA	Vertice Technology Ltd 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT	England and Wales	Courts of England and Wales