

## Master Business Services Agreement

### Direct Outsourced Financial Operations

**Prepared for:**

[First Last] at [Customer name]

**Prepared by:**

!!!Account Manager Name; [support@strategic-blue.com](mailto:support@strategic-blue.com)

!!!dd Month 20##

**Strategic Blue Reference:**

!!!SB/MBSA/CUST/###

### Executive Summary

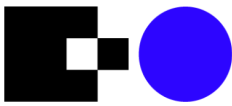
At Strategic Blue, we enable customers to maximize the value they obtain from using the cloud through financial management, tracking, planning and optimization services. These Cloud Financial Operations (“Cloud FinOps”) services can be provided on a Managed or Consultancy services basis. They can be accessed through this Master Business Services Agreement (“MBSA”) together with any associated Statement of Work (“SOW”).

Our Managed Cloud FinOps Services are provided through a choice of Cloud FinOps Service Plans (“Service Plans”). The details of the Service Plans are described in the relevant associated Strategic Blue Service Description which should be read in conjunction with this MBSA.

Customers sign up to their chosen Service Plan by executing this MBSA including any Service Plan Schedules that apply. Any Service Plan Schedule included with the MBSA, constitutes a SOW under the MBSA. Service Plan Schedules incorporate the relevant Service Description for the chosen Service Plan. Only one Service Plan Schedule can apply per Cloud Provider at any one time; our (AWS) Automate Service Plan cannot be used in conjunction with our (AWS) Accelerate Service Plan.

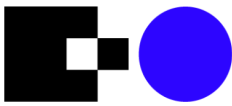
Our complementing Consultancy services can, in addition, be purchased under this MBSA, by agreeing an according SOW, a pro-forma template can be found at Schedule C. Any such SOW shall define the specific requirements for our services, deliverables to be delivered (if any), and associated fees (if any) relating to the Consultancy engagement and will be agreed on a case-by-case basis.

**This Executive Summary does not form part of the MBSA. However, the terms defined in this summary shall have the same definitions in the MBSA and/or any SOWs.**



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## 1. Parties

This Master Business Services Agreement (“MBSA”) is made on **dd month 20##** (“Effective Date”) between

1. **Customer name, <insert legal name and entity details>** (“Customer”); and
2. **Strategic Blue Services Limited**, a company incorporated in England & Wales with registered number 07311921 and whose registered office is 1 Mercer Street, Covent Garden, London WC2H 9QJ, United Kingdom (“Consultant” or “Strategic Blue”)

Hereinafter collectively referred to as the “Parties” or individually as a “Party”.

## 2. Recitals

The Customer wishes to appoint the Consultant to supply the Services and the Consultant has agreed to such appointment upon the terms and conditions of this MBSA.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## 3. Definitions

In this MBSA, the following words have the following meanings:

“Capacity Commitments” shall mean all services and usage capacity, including without limitation Commitments, contracted by the Consultant from any Cloud Providers on behalf of the Customer.

“Cloud Provider” means a cloud service provider that offers access to IT services under a utility delivery model. Cloud Provider shall be taken to be a cloud reseller where the context demands.

“Commitments” shall have the meaning set forth in any SOW, and includes agreements contained in any Commitment Letters (if any; as defined in any relevant SOW).

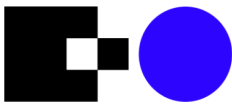
“Consultant’s Pre-Existing IP” shall mean all pre-existing information, data, software, tools and other materials developed by, for, or licensed by third parties to Consultant prior to commencement of the Services or developed by or for Consultant or licensed by third parties to the Consultant independently outside the scope of the Services.

“Customer Pre-Existing IP” shall mean all pre-existing information, data, software, tools and other materials developed by or for the Customer prior to commencement of the Services or developed by or for the Customer independently outside the scope of the Services.

“Deliverables” shall have the meaning set forth in any SOW.

“Fees” shall have the meaning set forth in any SOW.

“IP Rights” shall mean any copyright, patent, patent application, registered design, trademark, trademark application, trade name, service mark, logotype, confidential information, techniques, ideas, know-how, or other intellectual property right of whatever nature subsisting anywhere in the world.



“Services” shall have the meaning set forth in any SOW.

“SOW” means a Statement of Work agreed between the Parties from time to time. SOW includes any Service Plan Schedule included with this MBSA.

## 4. General Terms

### 4.1 Provision of Services

4.1.1 In consideration of the payment by the Customer of the Fees, the Consultant shall provide Services, which includes delivering any Deliverables, if any, to the Customer, in accordance with the terms of this MBSA and any SOWs.

5.1.1 Fees, Services, and Deliverables (if any), shall be detailed in SOW(s). SOW(s) may also include any special arrangements and/or terms and conditions (including Special Conditions) that specifically apply to the SOW.

### 4.2 Services

4.2.1 The Consultant shall perform the Services in a timely manner, with reasonable skill and care

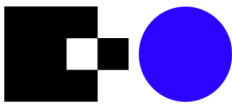
4.2.2 The Consultant shall ensure that personnel engaged in supplying the Services have the necessary skills, expertise, and diligence to supply the Services and shall conform to the professional standards generally observed in the computer industry for similar services.

4.2.3 The Consultant shall have, and shall maintain at all times, appropriate insurances, including professional indemnity insurance coverage up to £500,000 subject to such self-retention amounts, terms, conditions, and exclusions as the Consultant deems appropriate.

### 4.3 Customer's Obligations

4.3.1 The Customer shall, in each case insofar as is relevant and reasonably necessary to enable the Consultant to effectively carry out its obligations under this MBSA and any SOWs:

- (a) make available to the Consultant free of charge such equipment, computer and communications facilities, information and documents and services as reasonably requested for the provision of the Services;
- (b) ensure that its employees or other independent contractors co-operate reasonably with the Consultant and its employees;
- (c) pay all Fees and properly documented expenses and charges properly invoiced by the Consultant;
- (d) ensure that any IP Rights which the Consultant is required to use or modify in order to supply Services is/are either proprietary to the Customer or properly transferred or licensed to the Customer and that the Consultant is properly authorized to use or modify the IP Rights;
- (e) maintain comprehensive and fully operational back-up of all Customer data;
- (f) be solely responsible for the protection and maintenance of all Customer equipment and facilities;
- (g) ensure that it satisfies, in a timely manner and to the Consultant's reasonable satisfaction, any Customer obligations and responsibilities stated in any SOW (including any documents incorporated via any SOW, for example, Service Descriptions).



4.3.2 The Customer understands that, among the things the Customer may be receiving under this MBSA and any relevant SOW, for example any Service Plan Schedule, the Consultant may be contracting to purchase Capacity Commitments on behalf of the Customer. The Customer also understands that the Consultant may have economic risk when the Consultant obtains such Capacity Commitments. Accordingly, from time-to-time under any relevant SOW, Consultant may request, and Customer may agree to make advance payments to Consultant for such Capacity Commitments. The Customer agrees that it is obligated to pay (or reimburse Consultant) for such Capacity Commitments, notwithstanding any other provision of this MBSA, or any SOW, or any event, including suspension or termination of this MBSA, or any SOW.

## **4.4 Payment**

4.4.1 Unless otherwise provided in any SOW, the Consultant shall invoice the Customer monthly for Services supplied during the previous month in accordance with the Fees specified in such SOW.

4.4.2 Unless otherwise provided in any SOW, the Customer shall pay all invoices within thirty (30) calendar days of the date of the invoice (the "Payment Period").

4.4.3 Unless otherwise provided in any SOW, if any amounts remain unpaid by the end of any Payment Period then the Consultant may elect to charge the Customer interest at the rate of one percent (1.0%) per month (or the highest rate permitted by law, if less) on all late payments, such late payment charges to be included in the next invoice from the Consultant to the Customer.

4.4.4 The Customer may dispute any invoice, in good faith and in writing. The Customer shall pay the full amount of any invoice, including the disputed amount, whether or not it raises a dispute. In the event of an overpayment by the Customer resulting from the payment of a disputed amount, upon resolution of any such dispute in favor of the Customer, the excess resulting from the resolution of such dispute in favor of the Customer will be deducted from amounts payable under subsequent invoices up to the amount resolved in favor of the Customer, unless the last invoice has been paid in which case the Consultant shall reimburse the Customer such overpaid amount.

4.4.5 The Customer shall pay all applicable taxes, tariffs, duties and other charges, if any, imposed by any country, state, municipality, supranational body or other political subdivision in connection with the sale or purchase of the Services under this MBSA, and any SOW.

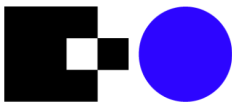
## **4.5 IP Rights**

4.5.1 The Customer acknowledges and agrees that the Consultant and/or its licensors own all IP Rights in the Services. Except as expressly stated herein, the Customer is not granted any rights to, or in, any IP Rights or any other rights or licenses in, to or otherwise in respect of the Services.

4.5.2 Copyright of Deliverables (if any) specifically created for the Customer under this MBSA and any SOW (except where such Deliverables are Services) will be deemed wholly owned by the Customer.

4.5.3 The Customer shall retain all right, title, and interest in and to Customer Pre-Existing IP.

4.5.4 Nothing shall prevent the Consultant from using IP Rights gained during the performance of Services, other than Customer Pre-Existing IP, in the furtherance of its own business, including for other customers of the Consultant, to the extent that such use does not result in



disclosure or use of any of Customer's confidential information or any infringement of any Intellectual Property Rights of the Customer.

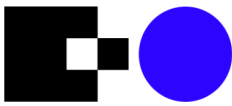
- 4.5.5 Where Consultant's Pre-Existing IP is incorporated in any of the Services, the Customer has non-exclusive irrevocable world-wide royalty free license to use modify and distribute such Consultant's Pre-Existing IP, but only as part of the Services; all other rights in the Consultant's Pre-Existing IP and any other IP Rights of the Consultant are reserved by the Consultant.
- 4.5.6 The Consultant shall indemnify the Customer against infringement of third-party rights by the Services (other than to the extent such infringement arises out of or relates to any infringement by Customer Pre-Existing IP or other IP Rights of the Customer), provided that the Customer notifies the Consultant of any relevant third party rights or claims promptly on such rights or claims becoming known to or suspected by the Customer. Any reasonable delay from the Customer to notify the Consultant shall not constitute a waiver of the Customer's right to indemnification under this paragraph.
- 4.5.7 The Customer shall indemnify the Consultant against infringement of third-party rights by the Customer Pre-Existing IP, provided that the Consultant notifies the Customer of any relevant third-party rights or claims promptly on such rights or claims becoming known to or suspected by the Consultant. Any reasonable delay from the Consultant to notify the Customer shall not constitute a waiver of the Consultant's right to indemnification under this paragraph.

## 4.6 Confidential Information

- 4.6.1 Subject to the terms of any ongoing non-disclosure/confidential disclosure agreement between the Parties, which shall take priority over this clause in the event of any conflict:
- (a) The Parties shall keep confidential all information which is identified as confidential or is obviously confidential by its nature, save that they may disclose such information to their employees, officers, representatives, contractors, subcontractors or professional advisors who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under this MBSA and/or any SOW and who owe a duty of confidentiality to the Party or to the extent such disclosure is required by law or by a regulatory body.
  - (b) Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this MBSA and/or any SOW.
  - (c) Each Party reserves all rights in its confidential information. No rights or obligations in respect of a Party's confidential information other than those expressly stated in this MBSA and/or any SOW are granted to the other Party or are to be implied.

## 4.7 Limitation of Liability

- 4.7.1 Neither Party excludes or limits liability to the other Party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 4.7.2 Neither Party will be liable to the other for any of the following however and whenever arising:
- (a) loss of profits, business, revenue, data, goodwill or anticipated savings;



- (b) indirect or consequential loss or damage; and/or
- (c) punitive or exemplary damages.

- 4.7.3 The Parties agree that the limitations of liability contained in this paragraph 4.7 have been considered and agreed between the Parties in the context of the other provisions of this MBSA and any SOWs and satisfy the requirement of reasonableness, including within the meaning of subsection 2(2) and Section 11 of the Unfair Contract Terms Act 1977.
- 4.7.4 In no event shall the aggregate liability of either Party exceed the total amounts actually paid or payable by the Customer under this MBSA and any SOWs in the twelve (12) month period immediately preceding the event giving rise to such liability.
- 4.7.5 The Parties agree that should any limitation or provision contained in this MBSA (and/or any SOW) be held invalid under any statute or other law it shall to that extent be deemed omitted but if either Party becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

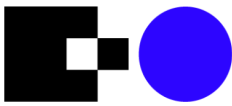
## 4.8 Force Majeure

- 4.8.1 Neither Party shall be under any liability to the other for damage, delay or any other matter arising out of war, rebellion, terrorism, civil disturbance, strikes, lock outs and industrial disputes, fire, explosion, earthquake, Acts of God, pandemic, epidemic or pandemic, flood, drought, failure by a Cloud Provider to supply or satisfy Capacity Commitments, or other act or order by any government body, agency or authority ("Force Majeure") provided always that both Parties shall use all reasonable endeavors (but without an obligation to incur cost) to minimize the period of disruption caused by Force Majeure. As at the Effective Date neither Party is aware of any Force Majeure that would currently, or reasonably foreseeably, prevent either Party's performance under this MBSA and any SOW.

## 4.9 Termination

- 4.9.1 Subject to the termination provisions of this MBSA, this MBSA shall remain in effect for the longest remaining duration of any SOW.
- 4.9.2 Unless there is an effective SOW, either Party may terminate this MBSA by giving 30 calendar days' prior written notice at any time to the other Party. If there is an effective SOW, this MBSA may be terminated in accordance with the terms of and co-terminus with that SOW.
- 4.9.3 Either Party may terminate this MBSA forthwith if:
- (a) the other Party commits any material breach of this MBSA and fails to remedy such breach within fifteen (15) calendar days; or
  - (b) the other Party becomes bankrupt or compounds or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any property of the other Party or if the other Party is unable to pay its debts as they fall due.
- 4.9.4 Termination of this MBSA under paragraph 4.9.2 or 4.9.3 shall not automatically cause any SOW to terminate. For the avoidance of doubt, SOWs remain in force unless and until they are terminated or expire in accordance with their own terms. Notwithstanding the foregoing,





in the event this MBSA and/or any SOW is terminated, the Consultant shall be entitled to immediately demand, and the Customer shall be obligated to pay immediately, all amounts due, and all amounts reasonably estimated by the Consultant to become due to the Consultant under this MBSA, and/or any SOW.

4.9.5 Termination of this MBSA and/or any SOW shall be without prejudice to any accrued rights and remedies available to either Party, including without limitation the obligations of the Customer to pay for Capacity Commitments.

4.9.6 The Customer agrees that if, on the termination date, under any relevant SOW, the Consultant has secured Capacity Commitments on behalf of the Customer, the Consultant may, but only if relevant, sell, assign or transfer such Capacity Commitments free and clear of any claim by the Customer, subject only to the provisions of this paragraph 4.9.6.

(a) To the extent Capacity Commitments have been fully paid for by the Customer (and have not been reimbursed by the Consultant as a result of any Financial Arrangements defined in any relevant SOW) but are not fully consumed by the Customer as of the termination date ("Paid Capacity Commitments"), the Consultant may refund to the Customer the pro rata amount paid by the Customer for such Paid Capacity Commitments remaining on the termination date solely to the extent, if at all, that the Consultant shall have received actual payment by a successor customer for such Paid Capacity Commitments. The Consultant has no obligation to refund the Customer for Paid Capacity Commitments if such Paid Capacity Commitments cannot be or have not been sold by the Consultant, or for any amount beyond what is actually collected from a successor customer of such Paid Capacity Commitment.

(b) The Customer understands that (i) the Consultant will make good faith, commercially reasonable efforts to sell Paid Capacity Commitments to successor customers, only when the Consultant is in a position to, and is able to sell such Paid Capacity Commitments, and (ii) the Consultant is not representing, warranting or guaranteeing that (A) such sale(s) of Paid Capacity Commitments can or will occur, or (B) the market value of any Paid Capacity Commitments sold will result in a refund under paragraph 4.9.6(a) to the Customer of the full amount the Customer previously paid for Capacity Commitments that are unused on the termination date.

## 4.10 Entire Agreement

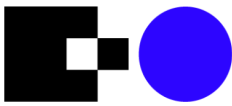
4.10.1 This MBSA and any SOWs and any documents incorporated via any SOW (for example, Service Descriptions):

- (a) represents the whole agreement and understanding between the Parties in respect of the matters referred to herein; and
- (b) shall, except in the case of fraud, override and no reliance shall be placed upon any other verbal or written representations, warranties or understandings in respect of the subject matter of this MBSA and/or any SOW, including, without limitation, any conflicting provisions of any terms of purchase notified by Customer.

4.10.2 The remedies available to the Parties are exclusively those available under this MBSA, and/or any SOW.

4.10.3 The Parties acknowledge that they have expressly considered and agreed the terms of this paragraph 4.10.





## **4.11 Non-Solicitation**

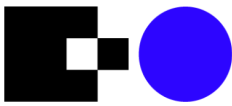
- 4.11.1 Neither the Consultant or the Customer shall, without the prior written consent of the other Party, at any time from the Effective Date to 9 months after the later of the termination or expiry of this MBSA (or the termination or expiry of the longest remaining duration SOW), solicit or entice away from the other Party or employ or attempt to employ any person who is, or has been, engaged or was involved as an employee, consultant or subcontractor of such other Party in the provision of the Services.
- 4.11.2 Any consent given by a Party in accordance with this Section 4.11 shall be subject to the Party engaging the other Party's employee, consultant or subcontractor paying to the other Party on invoice, a sum equivalent to 20% of the then current annual remuneration of the other Party's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the hiring party to that employee, consultant or subcontractor.

## **4.12 Press Releases, Case Study, Use of Customer's Name and Logos**

- 4.12.1 Neither Party shall issue any press release, nor respond to any requests for information, or other questions or interest from any media organization relating to this MBSA or any SOW, or any matters related thereto without first discussing with, and obtaining the prior written consent, of the other Party.
- 4.12.2 Subject to the Consultant obtaining the Customer's prior written consent, the Customer agrees to work with the Consultant to produce a case study (in written or video format) that describes, for example, the Customer's use of the Services. The Parties shall endeavor to complete the case study within sixty (60) calendar days of the Consultant's request. The Consultant shall obtain the Customer's approval (not to be unreasonably withheld or delayed) on the final form and presentation of the case study.
- 4.12.3 The Customer grants to the Consultant a non-exclusive, worldwide, royalty-free right and license to use the Customer's company name and logos (provided promptly by Customer to Consultant upon Consultant's request) to identify the Customer as a customer of the Consultant in the Consultant's advertising, publicity, promotional or other marketing activities.
- 4.12.4 The license at paragraph 4.12.3 above shall survive the expiry or termination of this MBSA. The Consultant may, after the expiry or termination of this MBSA, continue to use the Customer's company name and logos in the Consultant's advertising, publicity, promotional or marketing items, including, for example, the Consultant continuing to use the approved case study on the Consultant's Web Site at <https://strategic-blue.com>, unless the Customer terminates the surviving license by giving the Consultant thirty (30) calendar days' written notice.

## **4.13 Escalation**

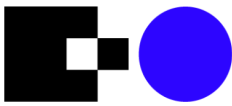
- 4.13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this MBSA, and/or any SOW, within ten (10) Business Days of either Party notifying the other of the dispute. Such efforts shall include the escalation of the dispute to Senior Management. Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act. If the dispute cannot be resolved by the Parties pursuant to negotiations the Parties shall refer it to mediation (or arbitration). The obligations of the Parties under this MBSA,



and/or any SOW, shall not cease or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Parties shall always comply fully with the requirements of this MBSA, and any SOW.

#### **4.14 Miscellaneous**

- 4.14.1 Nothing under this MBSA, or any SOW, shall prevent the Consultant from delivering similar services or equivalent deliverables for other parties.
- 4.14.2 No amendment or modification to or waiver of this MBSA or any of its provisions, or any SOW or any of its provisions, shall be binding unless made in writing and signed by an authorized representative of both Parties.
- 4.14.3 A Party shall not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of the other Party.
- 4.14.4 No waiver of any breach of the other Party's obligations hereunder shall represent a waiver of the rights for that or any subsequent or other breach.
- 4.14.5 The Parties respectively shall, and shall cause any other necessary party to, execute all such documents and do all such acts and things as may reasonably be required on or subsequent to completion of this MBSA, or any SOW, for securing each of the obligations of the Parties under this MBSA, or any SOW.
- 4.14.6 Any notice to effect suspension or termination of the whole or any part of this MBSA, or any SOW:
- (a) shall be made in writing and either delivered personally or sent by first class recorded delivery to the Party to whom the notice is addressed at its address as set out in the preamble to this MBSA or such other address as any Party may specify by notice in writing to the other or by email to the email address provided by the Party for this purpose; or
  - (b) in the absence of evidence of earlier receipt, notice shall be deemed to have been duly given:
    - i. if delivered personally, when left at the address referred to in 4.14.6(a);
    - ii. if sent by first class recorded delivery, at the time recorded by the delivery agent;
    - iii. if sent by email, at the time of successful transmission (as demonstrated by reasonable evidence to that effect).
- 4.14.7 For the avoidance of doubt, electronic mail shall be deemed to be "writing" for the purpose of this MBSA, and any SOW.
- 4.14.8 The Consultant warrants only that it has the right to sell the services pursuant to any SOW. The Consultant disclaims any other express or implied warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
- 4.14.9 This MBSA, and when relevant any SOW, may be executed, including through electronic signature, in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. The Parties waive all rights to challenge the admissibility or authenticity of this MBSA, or any SOW, based solely on the absence of an original signature.
- 4.14.10 This MBSA and any SOWs shall be binding on and shall continue for the benefit of the permitted successors and permitted assigns of each of the Parties hereto.



## Master Business Services Agreement

- 4.14.11 All provisions of this MBSA, and any SOW, shall, so far as they are capable of being performed and observed, continue in full force and effect notwithstanding any expiry or earlier termination.
- 4.14.12 If any provision of this MBSA, or any SOW, or any word, phrase, paragraph, clause, sentence, or other portion thereof should be held to be unenforceable, illegal or invalid for any reason, and provided that the essential consideration for entering into this MBSA, or any SOW, on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such a manner as to render this MBSA or any SOW, as modified legal and enforceable to the maximum extent permitted under applicable laws.
- 4.14.13 None of the provisions of this MBSA, or any SOW, are intended to or shall operate to confer any benefit, including pursuant to the Contracts (Rights of Third Parties) Act 1999, on any third party who is not named as a Party to this MBSA, or any SOW.
- 4.14.14 The Consultant's employees, agents and subcontractors shall be and shall remain employees, agents, and subcontractors of the Consultant, and shall not be employees, agents, or representatives of the Customer. The Consultant shall be solely responsible for the Consultant's personnel, and shall have the right to hire, engage, maintain, and terminate all its personnel.

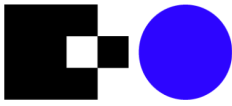
### 4.15 Applicable Law

4.15.1 This MBSA, and any SOW, and the rights and duties of the Parties hereunder, shall be governed by and construed, enforced and performed in accordance with the laws of England and Wales, excluding its conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the English courts.

## 5. Signature Block

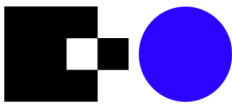
IN WITNESS WHEREOF the Parties have executed this MBSA the day and year first shown above.

STRATEGIC BLUE SERVICES LIMITED ("Consultant")		[CUSTOMER NAME] ("Customer")	
By		By	
Name	Dr James Mitchell	Name	Name
Title	Director and CEO	Title	Title



**SCHEDULE A:  
THE AUTOMATE SERVICE PLAN**

“Not Used”



## SCHEDULE B: THE ACCELERATE SERVICE PLAN

### Introduction

The Accelerate Service Plan provides increased flexibility to the range of commitment-based discounts that the Cloud Provider/Amazon Web Services (“AWS”) offer. AWS offers spend and resource commitments, in exchange for discounts, on a limited selection of terms. With Accelerate, customers can make commitments on terms as short as a few months, to as long as 3 years or more. Pricing of Commitments under Accelerate match or better any pricing available directly from AWS on equivalent terms.

This Service Plan Schedule sets out the specific terms of the Accelerate Service Plan. It incorporates the associated Service Description (see clause 1.2 of this Service Plan Schedule), constitutes a SOW under the MBSA, and is subject to the terms and conditions of the MBSA. Where different from, or additional to the definitions used in the MBSA the definitions for capitalized terms used in this Service Plan Schedule are in Appendix A to this Service Plan Schedule, or the Service Description.

**Service Plan Schedule Effective Date (“Start Date”):** The Start Date is the Effective Date of the MBSA and, when necessary, the date when the Consultant has verified the set-up of any Commitment Holding Accounts necessary to enable the Consultant to commence providing Services.

### 1 General Terms

#### 1.1 Delivery Term

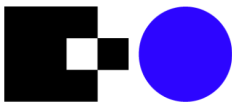
The Delivery Term of this Service Plan Schedule shall commence from the Start Date and shall continue for an initial term of thirty-six (36) months unless terminated in accordance with the terms of this Service Plan Schedule. If the Delivery Term of this Service Plan Schedule is set to expire during the delivery term of any Commitment, this Service Plan Schedule shall renew automatically for a term that ends one month after the end date of the delivery term of the Commitment.

This Service Plan Schedule may be terminated by either Party for convenience, on at least ninety (90) days’ written notice expiring on or after the end date of the delivery term of any outstanding Commitment.

This Service Plan Schedule and/or the MBSA cannot be terminated for convenience by either Party so as to take effect during the delivery term of any outstanding Commitment.

#### 1.2 Consultant Services

During the Delivery Term the Customer will receive the Cloud Financial Operations Services in the Accelerate plan as described in the [Service Description](#), which is incorporated by reference. The Service Description may be updated from time to time by the Consultant.



Any conflict or inconsistency between any provisions of applicable documents shall be resolved in accordance with the following order of precedence, i) this Service Plan Schedule, ii) the MBSA, iii) the Service Description (as far as it relates to the services).

### **1.3 Financial Arrangements (all numbers exclude taxes/VAT)**

In conjunction with the Consultant providing the Services, the Parties shall apply the Financial Arrangements described in Appendix B to this Service Plan Schedule that provides for the calculation of any net amounts payable consequent to the application of monthly netting arrangements. The overall result of applying the Financial Arrangements is that the Customer shall, if relevant, achieve the benefit of any discounts gained from entering into Commitments.

### **1.4 No Accelerate Service Plan Fees (all numbers exclude taxes/VAT)**

As described in the Service Description, and notwithstanding any net amounts calculated pursuant to clause 1.5 below payable by the Customer, the Consultant shall provide the Consultant Services (1.2 above) without charging any specific Fees for such services.

### **1.5 Billing**

If any amount remains due to either Party after the application of the Financial Arrangements (see Appendix B) the Customer or the Consultant, as relevant, shall make electronic payment of such amount, including any applicable taxes, paying its own banking charges, to arrive in the other Party's account within thirty (30) calendar days of the date of receipt of the invoice ("Payment Period"), subject to the following provisions.

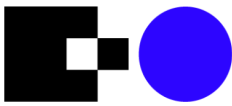
If the net amount due to the Consultant in any month is negative, the credit note to be issued by the Consultant shall be dealt with according to the following rules, to be applied in the order of priority set out:

- first, to the extent of previous net amounts due to the Consultant invoiced by the Consultant are still outstanding, the credit note will reduce the amount payable by the Customer in respect of such amounts;
- second, the credit note shall be applied against net amounts payable by the Customer to the Consultant in subsequent months during which this Service Plan Schedule is in effect thereby reducing the amount payable by the Customer;
- third, if this Service Plan Schedule expires or is terminated without the credit note having been utilized by the first and second rules, the credit note shall be an amount payable by the Consultant to the Customer.

## **2 Special Conditions that apply to the Accelerate Service Plan**

Special terms and conditions that apply solely to this Service Plan Schedule, which are additional to the terms and conditions of the MBSA, are at Appendix C to this Service Plan Schedule.





## Appendix A ACCELERATE SERVICE PLAN DEFINITIONS

“**Accepted Management Accounts**” are management accounts receiving invoices from AWS for costs incurred by the Customer for AWS Cloud Resources usage.

“**Business Days**” means weekdays, excluding official bank or other public holidays in England, and the period between Christmas Day and New Year’s Day.

“**Cloud Provider Accounts**” means accounts that can be created with AWS that isolate cloud usage for billing purposes, and access for technical provisioning purposes.

“**Cloud Provider Agreement**” means an agreement under which AWS sells AWS Cloud Resources to the Customer.

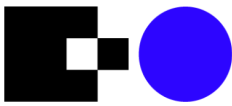
“**Cloud Resources**” means AWS cloud usage services consumed by the Customer.

“**Commitments**” means agreements made by the Customer under this Service Plan Schedule to spend money with the Consultant according to a specified payment profile, in return for the ability to consume a specified choice of AWS Cloud Resources.

“**Commitment Holding Accounts**” are AWS Accounts owned by i) the Customer (or by the Consultant, at the Consultant’s sole discretion), or ii) by the Consultant (or by the Customer by mutual agreement), that are linked, consolidated or otherwise managed at the Consultant’s direction, created for the purpose of holding Commitments to AWS. The Customer shall follow the instructions provided by the Consultant from time to time in setting up such accounts.

“**Commitment Letter**” means a confirmation of Commitment Pricing, that shall be applied to a subset of Customer’s AWS Cloud Resources usage, under the terms of this Service Plan Schedule. The Commitment Letter shall be in a format provided by the Consultant.

“**Commitment Pricing**” means the calculation of how much to charge for a particular deal described in a particular Commitment Letter, based on the finance and risk requirements of the deal, and bearing in mind the creditworthiness of the Customer, the Consultant’s trading position with respect to the AWS Cloud Resources in question, and the pricing available directly from AWS for the deal structure closest to that proposed to be offered by the Consultant.



## **Appendix B**

### **ACCELERATE SERVICE PLAN FINANCIAL ARRANGEMENTS**

#### **Introduction**

The Financial Arrangements in this Appendix B provide for the calculation of any net amounts payable and comprise the following agreements:

#### **B.1 Financial Agreement**

The Parties agree that from the Start Date, unless agreed otherwise in writing in advance, they shall apply financial arrangements as described herein. The mechanism for this calculation shall reduce the payments due from the Customer to the Consultant (B.1.2) under the Commitment Letters, by the amounts that the Customer has already paid to AWS (B1.1) with the intention that any net amounts due to the Consultant shall be the difference between the amounts due under the effect of the Commitment Letters (including any on-demand fees payable in respect of the AWS Cloud Resources consumed) and the amounts paid to AWS (including any such on-demand fees). If the amounts paid to AWS are greater than the amounts due under the effect of the Commitment Letters, any net amounts due to the Consultant shall be negative and Consultant shall issue a credit note to the Customer.

##### **B.1.1 Payments to AWS by Customer**

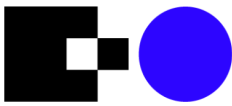
For all Usage Months (Usage Month meaning whole calendar month, unless otherwise defined by AWS) that fall during (or, where necessary to give effect to the terms herein, after) the Delivery Term of this Service Plan Schedule, the Customer shall provide a copy of each AWS invoice received by the Customer relating to costs associated with Accepted Management Accounts to the Consultant. The Customer shall use commercially reasonable endeavors to send each such invoice to the Consultant within three (3) business days after the Customer received the AWS invoice.

The Customer shall also similarly provide to the Consultant a copy of any credit notes and/or any service credits applied by AWS to the Customer under Accepted Management Accounts, and/or the details of any amounts received by the Customer for any sale of Reserved Instances through, for example, the AWS marketplace in respect of the Accepted Management Accounts. The amount of the Payments to AWS by Customer to be used in the calculation shall be adjusted, as relevant, to take account of any such amounts applied or received so that only the net amount payable to AWS is included in the calculation (the "Net AWS Payment").

##### **B.1.2 Amounts due from the Customer to the Consultant**

For all Usage Months that fall during (or, where necessary to give effect to the terms herein, after) the Delivery Term of this Service Plan Schedule, the Consultant shall calculate the amount that AWS would have invoiced the Customer if any and all Reserved Instances and Savings Plans purchased from AWS by the Consultant on behalf of the Customer within the Delivery Term of this Service Plan Schedule were replaced by the Commitments to the Consultant (the "Commitment-adjusted Amount Due").

##### **B.1.3 Calculation of net amount due to the Consultant**



Any net amount due from the Customer to the Consultant shall be calculated according to the following formula:

*Net amount due to the Consultant = Commitment-adjusted Amount Due minus Net AWS Payment*

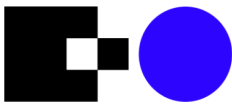
If the net amount due to the Consultant is a positive number, the Consultant shall issue an invoice to the Customer for the net amount, including any applicable taxes.

If the net amount due to the Consultant is a negative number, the Consultant shall issue a credit note to the Customer, including any applicable taxes.

Any amount then remaining due from one party to the other shall be paid in accordance with the Billing arrangements, section 1.5 of this Service Plan Schedule.

## **B.2 Financial Information**

At any time during the Delivery Term of this Service Plan Schedule, the Consultant may request from the Customer the Customer's latest financial information, to include the Customer's most recent management accounts including profit and loss, balance sheet and cash flow, and latest financial forecast, for the Consultant's review and confirmation in support of the Consultant's credit checking processes. The Parties agree to act reasonably and in good faith in including any required additional credit wording provisions to this Service Plan Schedule, should further additional arrangements be deemed necessary, as a result of any financial information disclosed by the Customer.



## **Appendix C**

### **SPECIAL CONDITIONS THAT APPLY TO THE ACCELERATE SERVICE PLAN**

#### **C.1 Payment Default**

Without prejudice to any other right or remedy that it may have, including in the MBSA, if either Party has not paid any sums due under this Service Plan Schedule by the fifth (5th) calendar day following the end of the Payment Period, this shall constitute a payment event of default (“Payment Event of Default”), then:

- i. Either Party may suspend its obligations under this Service Plan Schedule, including all or part of the Services in respect of other transactions until payment has been made in full;
- ii. The Consultant may invoice any sums due in accordance with this Service Plan Schedule beyond the date of the Payment Event of Default, and such sums shall immediately on invoice become due and payable; and
- iii. All other sums due to the non-defaulting party under this Service Plan Schedule shall immediately become due and payable.

#### **C.2 Customer Default**

Without prejudice to any other right or remedy that it may have, including in the MBSA, where the Customer:

- i. breaches any terms of its Cloud Provider Agreement which is directly relevant to the performance of obligations under this Service Plan Schedule, and such breach has not been cured within any applicable cure period; or
- ii. intentionally provides materially inaccurate, and/or materially incomplete, and/or materially untimely, financial information to the Consultant under the Financial Information section,

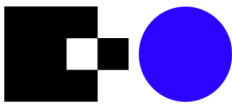
(a “Customer Event of Default”) the Customer shall be liable to pay the Consultant such reasonable costs, charges or losses that the Consultant incurs as a result. For the avoidance of doubt, this may include any upfront payments made by the Consultant to AWS in securing any Commitments.

#### **C.3 Events of Default**

An “Event of Default” under this Service Plan Schedule shall mean, with respect to a “Defaulting Party”, any of the following:

- i. a Payment Event of Default in accordance with section C.1 “Payment Default”;
- ii. a Customer Event of Default in accordance with section C.2 “Customer Default”;
- iii. an Insolvency Event, as defined in this section;
- iv. a material breach by either Party of its obligations under this Service Plan Schedule (other than a Payment Event of Default, a Customer Event of Default, or an Insolvency Event) that has not been cured within fifteen (15) calendar days of written notice of such breach.

A Party is subject to an Insolvency Event if it becomes bankrupt or compounds or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bone fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied



upon any its property or if it is unable to pay its debts as they fall due.

#### **C.4 Actions upon an Event of Default**

If an Event of Default has occurred and is continuing under this Service Plan Schedule, the non-Defaulting Party, upon written notice to the Defaulting Party, may exercise any remedy available at law or in equity, including immediate termination of this Service Plan Schedule. An Event of Default shall not excuse any Party from payment of any amounts outstanding and the non-Defaulting Party may assign all or any part of its right to receive such amounts to any third party, including, without limitation, debt collection agencies.

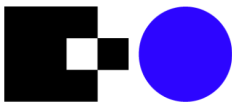
#### **C.5 Effect of Termination**

The effect of termination of this Service Plan Schedule, whether for cause or convenience, shall be as follows:

- i. The Consultant shall cease providing the Services and the Financial Arrangements shall cease to apply, with the exception that any payments due under this Service Plan Schedule prior to, upon, and including the date of termination, shall be made in accordance with the terms and conditions for billing and payment.
- ii. The provisions in the main body of the MBSA relating to Capacity Commitments shall continue to apply until the expiry date of each relevant Capacity Commitment.
- iii. Any Commitment Holding Accounts owned by the Customer and selected by the Consultant for transfer to the Consultant, at the Consultant's sole discretion, shall be transferred from the Customer to the Consultant, and included in the financial calculation pursuant to Appendix B, such that the cost of any rights or benefits held in any Commitment Holding Account has been paid by the Consultant, shall be transferred from the Customer to the Consultant.

#### **C.6 Third Party Finance**

Neither Party shall sell, assign or dispose of its interest in this Service Plan Schedule or its rights hereunder, in whole or in part, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed, provided that the Consultant may transfer its interest in this Service Plan Schedule to an affiliate or third party financier without such consent being required.



## SCHEDULE C

### CONSULTANCY STATEMENT OF WORK – EXAMPLE PROFORMA

Pursuant to the Master Business Services Agreement, dated dd month 20##, made between:

- 1) **Customer name**, <insert legal name and entity details> (“Customer”); and
- 2) **Strategic Blue Services Limited**, a company incorporated in England & Wales with registered number 07311921 and whose registered office is 1 Mercer Street, Covent Garden, London WC2H 9QJ, United Kingdom (“Consultant”).

This Schedule details the Services and Deliverables to be supplied by the Consultant.

**Schedule [X]:**

**Schedule Date:** dd month 20##

**General Description:**

<insert>

**Consultant Services and Deliverables:**

<insert>

**Fees (all numbers exclude taxes/VAT):**

<insert>

**Special Arrangements**

<insert>

**Special Terms and Conditions**

<insert>

**IN WITNESS WHEREOF** the Parties have executed this agreement the day and year first shown above.

<b>STRATEGIC BLUE SERVICES LIMITED</b> ("Consultant")		<b>[CUSTOMER NAME]</b> ("Customer")	
By		By	
Name	Dr James Mitchell	Name	<b>Name</b>
Title	Director and CEO	Title	<b>Title</b>