

## 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

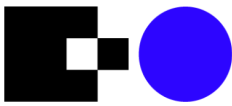
At Strategic Blue, we enable customers to maximize the value they obtain from using the cloud through financial management, tracking, planning and optimization services. These Cloud Financial Operations (“Cloud FinOps”) services can be provided on a Managed or Consultancy services basis. They can be 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.

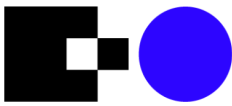
Our complementing Consultancy services can, in addition, be purchased under this MBSA, by agreeing an according SOW, a pro-forma template can be found at Schedule C. Any such SOW shall define the specific requirements for our services, deliverables to be delivered (if any), and associated fees (if any)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

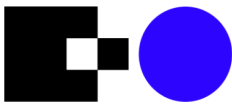
“Consultant’s Pre-Existing IP” shall mean all pre-existing information, data, software, tools and other materials developed by, for, or licensed by third parties to Consultant prior to commencement of the Services or developed by or for Consultant or licensed by third parties to the Consultant independently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

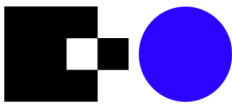
4.2.2 The Consultant shall ensure that personnel engaged in supplying the Services have the necessary skills, expertise, and diligence to supply the Services and shall conform to the professional standards generally observed in the computer industry for similar services.

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).



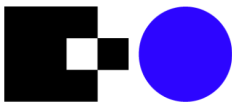
4.3.2 The Customer understands that, among the things the Customer may be receiving under this MBSA and any relevant SOW, for example any Service Plan Schedule, the Consultant may be contracting to purchase Capacity Commitments on behalf of the Customer. The Customer also understands that the Consultant 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.

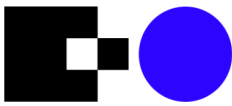
- 4.5.5 Where Consultant's Pre-Existing IP is incorporated in any of the Services, the Customer has non-exclusive irrevocable world-wide royalty free license to use modify and distribute such Consultant's Pre-Existing IP, but only as part of the Services; all other rights in the Consultant's Pre-Existing 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.

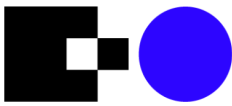
## 4.8 Force Majeure

- 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):

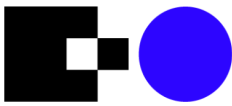
(a) represents the whole agreement and understanding between the Parties in respect of the matters referred to herein; and

(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**

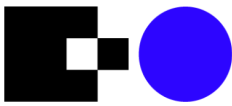
- 4.11.1 Neither the Consultant or the Customer shall, without the prior written consent of the other Party, at any time from the Effective Date to 9 months after the later of the termination or expiry of this MBSA (or the termination or expiry of the longest remaining duration SOW), solicit or entice 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**

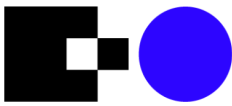
- 4.13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this MBSA, and/or any SOW, within ten (10) Business Days of either Party notifying the other of the dispute. Such efforts shall include the escalation of the dispute 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.

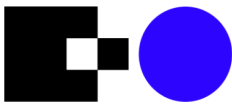
### 4.15 Applicable Law

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

### Introduction

The Automate Service Plan enables customers to achieve Cloud Provider/Amazon Web Services (“AWS”) cloud services cost savings. The Consultant analyzes the Customer’s AWS Cost and Usage Report, acts on opportunities, and manages risks on behalf of the Customer, so that the Customer can take advantage of savings available from AWS Reserved Instance and AWS Savings Plan commitments without the lock in of traditional approaches. The Consultant provides its cloud financial operations rate optimization expertise in return for an agreed share of net savings achieved.

This Service Plan Schedule sets out the specific terms of the Automate Service Plan. It incorporates the associated Service Description (see section 1.2 of this Service Plan Schedule), constitutes a SOW under the MBSA, and is subject to the terms and conditions of the MBSA. Terms used but not defined in this Service Plan Schedule shall have the meanings ascribed to them in the MBSA or in 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

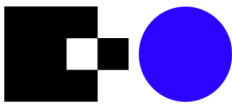
Subject to the termination provisions of this Service Plan Schedule, the Delivery Term of this Service Plan Schedule shall be a minimum of thirty-six (36) months from the Start Date. At any time after the first thirty-three (33) months from the Start Date either Party may give the other Party at least three (3) months’ written notice of termination of this Service Plan Schedule for convenience. Absent any such notice of termination for convenience, or any other notice of termination, the Delivery Term of this Service Plan Schedule shall continue until a notice of termination is duly given under this Service Plan Schedule.

#### 1.2 Consultant Services

During the Delivery Term the Customer will receive Cloud Financial Operations Services in the Automate plan (without cloud resale) as described in the [Service Description](#), which is incorporated by reference. The Service Description may be updated from time to time by the Consultant.

Core Services and Additional Services are detailed in the Service Description. The list of AWS services defined as Core Services pursuant to this Service Plan Schedule may be modified or expanded from time to time as determined appropriate by the Consultant.

During the Delivery Term the Consultant shall, as relevant, purchase, sell, and exchange Commitments with AWS in the name and on behalf and at the expense of the Customer with the



aim of delivering savings to be shared between the Parties (see section 1.3 of this Service Plan Schedule).

**Authorization to Contract for Customer.** The Consultant is authorized to and shall determine the type and level of Commitments required by the Customer from time to time and is authorized to purchase and contract such Commitments in the name and on behalf and at the sole expense of Customer. Any such Commitment management will be performed within Dedicated Commitment Holding Accounts as described in the Service Description.

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: Net Savings Sharing - Fees

The following Net Savings Sharing shall apply as the Consultant's fees (the "Fees") for Services to be provided pursuant to this Service Plan Schedule, for both Core Services and Additional Services under this Service Plan Schedule:

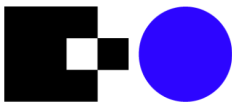
- A. For the Customer:  
[75%] of the net savings achieved over AWS public On Demand prices using Commitments.
- B. For the Consultant:  
[25%] of the net savings achieved over AWS public On Demand prices using Commitments.

If the net savings are negative in any month the negative savings shall be similarly shared, and the Consultant and the Customer shall agree, acting reasonably, for the Customer to receive credit(s) for the equivalent amount of the Consultant's share of those losses to offset the Consultant's share of net savings in future invoice(s).

The Consultant shall provide invoices to the Customer monthly setting forth the Fees and any taxes owed by the Customer in respect of the immediately preceding month. All invoices submitted by the Consultant shall be subject to the Payment terms set forth in Section 4.4 of the MBSA. The Customer's obligations under this Section 3 shall survive the expiration or termination of this Service Plan Schedule or the MBSA.

Unless otherwise agreed between the Parties in advance, the Consultant shall raise its invoices in its preferred currency for this Automate Service Plan, that being US Dollars (\$). If the Consultant exceptionally agrees to invoice the Customer in an alternative currency, for example GB Pounds (£), where the invoicing currency differs from the currency associated with any given Commitment Holding Account hereunder, the Consultant shall convert the amounts payable by the Customer into the invoicing currency by applying the relevant exchange rate published by an independent third party chosen by the Consultant, acting reasonably, at the time it prepares the invoice. If there is a material adverse change in the exchange rate between the date the invoice is issued and the date of payment, then the Consultant may include an additional amount in the next invoice to reflect such change.

### 1.4 Cost Savings through Upfronting



As detailed in the Service Description, the Customer may optionally provide an upfront budget to the Consultant, and the Consultant may use some or all of that budget to try and increase savings when the Consultant deems beneficial. Any upfront budget from the Customer shall be agreed in writing between the Customer and the Consultant.

## **1.5 Terms and Conditions of the MBSA**

For the avoidance of doubt, all payment terms and rights of indemnification set forth in this Service Plan Schedule or the MBSA shall survive the termination or expiration of this Service Plan Schedule or the MBSA, as applicable.

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

### **2.1 Payment Default**

Without prejudice to any other right or remedy that it may have, including in the MBSA, if the Customer is late in making payment of any amount due under this Service Plan Schedule or under any invoice delivered by the Consultant in connection with this Service Plan Schedule (a "Payment Event of Default"), then:

- i. The Consultant 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 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 Consultant under this Service Plan Schedule shall immediately become due and payable.

### **2.2 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 AWS customer 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 under Section 2.9 "Financial Information",

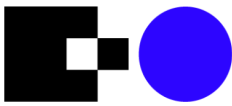
(each, a "Customer Event of Default"), the Customer shall be liable to pay Consultant such reasonable costs, charges or losses Consultant incurs as a result.

### **2.3 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 2.1 "Payment Default";
- ii. a Customer Event of Default in accordance with Section 2.2 "Customer Default";
- iii. for the Customer, a breach of Section 2.10 "No Direct Commitments";
- iv. an Insolvency Event, as defined in this Section 2.3;





- v. a breach by either Party of any 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.

## **2.4 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.

## **2.5 Early Termination**

In addition to any other rights of termination in this Service Plan Schedule and/or in the MBSA, in the event the Consultant realizes net losses greater than two and one-half percent (2.5%) of the Customer's committed expenditure for Commitments for three (3) consecutive months due to the Customer failing to meet its usage forecasts (detailed in the Service Description), the Consultant may terminate this Service Plan Schedule (and the MBSA, as relevant), without liability to the Customer, upon ninety days' prior written notice to the Customer. The Customer's obligations under Section 1.3 of this Service Plan Schedule and indemnification obligations under the MBSA shall survive any early termination of this Service Plan Schedule.

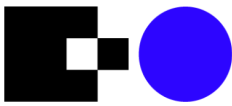
## **2.6 Rights Upon Expiration Or Termination**

In addition to any other rights arising upon or surviving the expiration or termination of this Service Plan Schedule and/or of the MBSA, beyond any such expiration or termination, the Customer shall bear sole and complete responsibility for any costs, financial savings or losses associated with any Commitment Holding Accounts under the Customer's ownership.

## **2.7 Change In AWS' Product Offering**

In the event that AWS changes in any material respect its commitment-based savings product offering that forms the basis of the Consultant's Automate Service Plan, such that the Consultant can no longer support its commitment strategy contemplated by this Service Plan Schedule in respect of such services, the Consultant reserves the right to withdraw its obligations under this Service Plan Schedule and the MBSA immediately, without liability to the Customer, upon giving written notice to Customer thereof.

## **2.8 Effect Of Termination**



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

- i. The Net Savings Sharing arrangements shall cease to apply, with the exception that any payments due under those arrangements 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 Consultant shall cease providing the Services, and the Customer shall pay all Fees and taxes due to Consultant pursuant to this Service Plan Schedule, in accordance with the provisions for billing and payment.
- iii. In the event that termination is for convenience, or is due to default, of the Customer, the Customer shall, in addition to any other amounts due under this Service Plan Schedule and/or the MBSA, pay the Consultant, in accordance with the provisions for billing and payment, an amount equal to a multiple of twelve (12) times the Fees payable to the Consultant in the calendar month immediately prior to the date of termination. If such amount is negative, the amount thus payable shall be zero.
- iv. In the event that termination is due to default of the Customer, the Customer shall, in addition to any other amounts due under this Service Plan Schedule and/or the MBSA, pay the Consultant, in accordance with the provisions for billing and payment, the amount of Fees that would have become due to the Consultant after the date of termination from any remaining Commitments (assuming full usage) for the shorter of any remaining delivery term of any such Commitments or the remaining Delivery Term of this Service Plan Schedule. If such amount is negative, the amount thus payable shall be zero.

## **2.9 Financial Information**

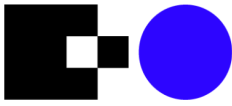
At any time during the Delivery Term of this Service Plan Schedule, the Consultant may request from the Customer the Customer's latest financial information, to include the Customer's most recent management accounts including profit and loss, balance sheet and cash flow, and latest financial forecast, 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.

## **2.10 No Direct Commitments**

During the Delivery Term the Customer shall not purchase any Commitments from AWS themselves, only the Consultant shall purchase Commitments. Breach of this condition shall be an Event of Default by the Customer under this Service Plan Schedule.

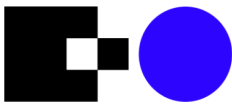
## **2.11 Third Party Finance**

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 to a third party financier without such consent being required.



## **SCHEDULE B: THE ACCELERATE SERVICE PLAN**

“Not Used”



## 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>