



Critical
Cloud

Master Services Agreement

v.2025.1



Master Services Agreement

This Master Services Agreement ("Agreement") is entered into between:

Critical Cloud Limited, a company incorporated in England and Wales with registered number **15778163** and registered office at **One Central Square, Central Square, Cardiff, Wales, CF10 1FS** ("Service Provider"), and any entity or individual ("Client") that executes an Order Form referencing this Agreement.

1. Definitions and Interpretation

- 1.1. In this Agreement, the following terms shall have the following meanings:
 - **"Services"** means the Cloud Support services described in the applicable Order Form or Service Schedule;
 - **"Order Form"** means the document executed by the Client specifying the Services, fees, term, and other terms specific to the engagement, which incorporates this Agreement by reference;
 - **"Service Schedule"** means any detailed description of the Services attached to or referenced in the Order Form;
 - **"PAYG"** means pay-as-you-go, where fees are charged based on usage without a fixed-term commitment;
 - **"Committed Term"** means a fixed-term agreement of 12, 24, or 36 months, as specified in the Order Form;
 - **"Confidential Information"** has the meaning set out in Clause 7;
 - **"Force Majeure Event"** means an event beyond a party's reasonable control, including but not limited to acts of God, war, terrorism, strikes, and natural disasters.
- 1.2. Headings are for convenience only and do not affect interpretation. References to clauses are to clauses of this Agreement.



2. Scope of Services

- 2.1. The Service Provider agrees to provide the Services as described in the applicable Order Form or Service Schedule in accordance with the terms of this Agreement and applicable law.
- 2.2. The Client agrees to pay the fees for the Services as specified in the applicable Order Form.

3. Term and Termination

- 3.1. This Agreement shall commence on the date the Client executes an Order Form and shall continue until terminated in accordance with its terms.
- 3.2. Each Order Form shall specify whether the Services are provided on a PAYG basis or a Committed Term basis.
- 3.3. Either party may terminate this Agreement or any Order Form:
 - a) On 30 days' written notice, for Services provided on a PAYG basis.
 - b) For cause, if the other party commits a material breach of this Agreement and fails to remedy the breach within 30 days of receiving written notice.
- 3.4. The Client may not terminate an Order Form with a Committed Term prior to its expiry except for cause.
- 3.5. The Service Provider reserves the right to terminate this Agreement immediately if the Client fails to comply with applicable laws, including data protection and GDPR obligations.
- 3.6. Upon termination, the Client shall pay all outstanding fees for Services provided up to the termination date.

4. Fees and Payment

- 4.1. Fees for the Services shall be as specified in the applicable Order Form.
- 4.2. All invoices are payable within 30 days of receipt unless otherwise specified in the Order Form.
- 4.3. All fees are exclusive of VAT, which shall be added at the applicable rate.
- 4.4. Late payments may incur interest at a rate of 4% above the Bank of England base rate.
- 4.5. The Client must raise any disputes regarding fees within 14 days of the invoice date. Undisputed amounts must be paid promptly.



5. Service Levels and Support

- 5.1. The Service Provider shall use reasonable efforts to meet the service levels specified in the applicable Order Form or Service Schedule.
- 5.2. The Service Provider does not warrant the performance, availability, or security of third-party cloud hosting services or tools and shall not be responsible for any disruptions or breaches attributable to such providers.
- 5.3. Any service credits for failure to meet service levels shall be the Client's sole remedy for such failure.

6. Intellectual Property

- 6.1. The Service Provider retains all intellectual property rights in its pre-existing materials and any materials developed in connection with the Services.
- 6.2. The Client is granted a non-exclusive, non-transferable licence to use any materials provided by the Service Provider solely for its internal business purposes.

7. Confidentiality

- 7.1. Each party shall keep confidential all Confidential Information disclosed to it by the other party.
- 7.2. Confidential Information does not include information that is: a) Publicly available through no fault of the receiving party; b) Independently developed by the receiving party; or c) Disclosed under legal obligation.
- 7.3. The Client shall take all reasonable steps to safeguard the Service Provider's Confidential Information, including but not limited to any disclosed intellectual property.

8. Data Protection

- 8.1. Each party shall comply with its obligations under applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.
- 8.2. Where the Service Provider processes personal data on behalf of the Client, the parties shall execute a Data Processing Agreement.
- 8.3. The Service Provider shall notify the Client of any identified personal data breaches related to the Services as required by applicable laws.

9. Limitation of Liability



- 9.1. Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under applicable law.
- 9.2. Subject to Clause 9.1, the Service Provider's total liability to the Client, whether in contract, tort, or otherwise, shall not exceed the total fees paid under the relevant Order Form in the 12 months preceding the event giving rise to the claim.
- 9.3. The Service Provider shall not be liable for indirect, consequential, or special damages, including loss of profits, business, or data.
- 9.4. The Service Provider shall not be liable for any issues arising from the performance, availability, or billing errors of third-party cloud hosting providers or monitoring tools, including but not limited to Amazon AWS, Microsoft Azure, or Datadog.

10. Force Majeure

- 10.1. Neither party shall be liable for failure to perform its obligations under this Agreement due to a Force Majeure Event.
- 10.2. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Order Form upon written notice.
- 10.3. This clause also applies to failures caused by third-party service disruptions.

11. Indemnity

- 11.1. The Client shall indemnify and hold harmless the Service Provider against any claims, damages, or losses arising from the Client's breach of agreements with third-party providers or misuse of the Services.

12. Non-Solicitation

- 12.1. During the term of this Agreement and for 12 months following its termination, neither party shall, directly or indirectly, solicit or entice away any employee, consultant, or contractor of the other party who has been involved in the provision or receipt of the Services, without the prior written consent of the other party.

13. Variations

- 13.1. The Service Provider may vary this Agreement, Order Forms and Service Schedules, or introduce changes or updates to the Services, as required to take account of changes in Law by giving notice to the Client. Where such variation causes a



material change to this Agreement or the Services, the Client may terminate in its absolute discretion within 30 days of being notified of the variation.

14. Suspension of Services

- 14.1. The Service Provider reserves the right to suspend the Services immediately: a) If required to do so by law or a regulatory authority; or b) If the Client fails to make payment in accordance with Clause 4.4 and such failure continues for 14 days after receiving written notice.
- 14.2. Suspension of Services under this Clause does not relieve the Client of its payment obligations under this Agreement.

15. Assignment

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

16. Compliance with Anti-Bribery

- 16.1. Each party shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 16.2. Neither party shall engage in any activity, practice, or conduct that would constitute an offence under the Bribery Act 2010 or any applicable anti-bribery or anti-corruption laws.
- 16.3. Each party shall have and maintain in place adequate policies and procedures to ensure compliance with this Clause and will enforce them where appropriate.

17. Miscellaneous

- 17.1. This Agreement, together with any Order Forms and Service Schedules, constitutes the entire agreement between the parties and supersedes all prior agreements.
- 17.2. Amendments to this Agreement must be in writing and signed by authorised representatives of both parties.
- 17.3. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.



17.4. Notices under this Agreement shall be in writing and sent to the addresses specified in the Order Form.

By executing an Order Form that references this Agreement, the Client acknowledges and agrees to be bound by the terms of this Master Services Agreement.