

MASTER SERVICES AGREEMENT V1.3

This Master Services Agreement (“Agreement”) is entered into between **Sand Communications Ltd** (“Supplier”) and the customer identified on the applicable Order Form (“Customer”). This Agreement governs all Services provided by Supplier to Customer.

1. Structure and Precedence

1.1 This Agreement consists of: (a) this Master Services Agreement; (b) one or more Service Schedules; (c) any Appendices to a Service Schedule (including tier descriptions); and (d) Order Forms.

1.2 Precedence (highest to lowest): (a) Order Form; (b) applicable Appendix (e.g. MSP Tier); (c) applicable Service Schedule; (d) this Agreement.

1.3 Applicability of Service Schedules

Only those Service Schedules and any associated Appendices that relate to Services expressly selected by the Customer in an accepted Order Form shall apply.

No other Service Schedules or Appendices shall apply to the Customer or form part of this Agreement unless expressly agreed in writing.

2. Contract Formation

2.1 A binding contract is formed when Customer accepts a Supplier quote, proposal, or order (including acceptance via electronic systems such as HaloPSA).

2.2 An accepted quote constitutes an Order Form for the purposes of this Agreement.

2.3 No separate signed order form or contract is required unless expressly agreed in writing in advance.

3. Services

3.1 Supplier shall provide the Services selected by Customer in accordance with the applicable Service Schedule(s).

3.2 Services are provided using reasonable skill and care.

3.3 Supplier does not guarantee outcomes unless expressly stated in an applicable Service Schedule.

4. Customer Obligations

4.1 Customer shall: - Provide timely access, information, and cooperation reasonably required; - Use Services lawfully and in accordance with this Agreement; - Remain responsible for its systems, configurations, data, compliance, and business outcomes unless expressly assumed by Supplier.

5. Charges and Payment

5.1 Charges for Services are as set out in the accepted Supplier quote (including a quote issued and accepted via HaloPSA), which constitutes the Order Form.

5.2 Where a Service has a minimum term (for example 12 or 36 months), that minimum term will be as stated in the accepted quote for the relevant Service.

5.3 All charges are exclusive of VAT unless expressly stated otherwise.

5.4 Invoices are payable monthly in advance unless otherwise stated in the accepted quote.

5.5 Supplier may suspend Services on written notice if undisputed amounts remain unpaid after the due date.

5.6 Supplier may increase recurring charges on at least 30 days' written notice, not more than once in any 12-month period, unless otherwise stated in the accepted quote.

6. Third-Party Services

6.1 Where Services depend on third-party networks, platforms, or vendors, Supplier is not responsible for their acts or omissions.

6.2 Customer agrees to comply with all applicable third-party license agreements, subscription terms, acceptable use policies and programme terms relating to any third-party products supplied by Supplier.

7. Data Protection

7.1 Each party shall comply with applicable UK data protection laws.

7.2 Where Supplier processes personal data on Customer's behalf, the parties shall comply with the data protection addendum incorporated by reference.

8. Intellectual Property

8.1 Each party retains ownership of its pre-existing intellectual property.

8.2 Supplier retains all intellectual property in its methods, tools, and know-how.

9. Confidentiality

9.1 Each party shall keep confidential information confidential and use it only for performance of this Agreement.

10. Term and Termination

10.1 This Agreement commences on the date of first acceptance of a Supplier quote and continues until terminated.

10.2 The term for each Service begins on the applicable Service Start Date.

10.3 "Service Start Date" means the date on which the relevant Service is first provided, activated, made available, or first invoiced (whichever occurs first), unless otherwise stated in the applicable Service Schedule.

10.4 Either party may terminate an Order Form for convenience on 30 days' written notice unless a minimum term applies.

10.5 Either party may terminate immediately for material breach not remedied within 30 days of notice or on insolvency of the other party.

11. Consequences of Termination

11.1 All accrued charges become immediately payable.

11.2 Customer's right to use Services ceases on termination.

12. Liability

12.1 Subject to clause 12.3, Supplier's total aggregate liability arising under or in connection with this Agreement is limited to the fees paid or payable by Customer in the **six (6) months** preceding the event giving rise to the claim.

12.2 Supplier shall not be liable for indirect or consequential loss, loss of profit, revenue, data, business interruption, or loss of goodwill.

12.3 Nothing limits liability for death or personal injury caused by negligence or for fraud.

13. Force Majeure

Neither party shall be liable for failure caused by events beyond its reasonable control.

14. General

14.1 This Agreement is governed by the laws of England and Wales.

14.2 No variation is effective unless in writing and signed by both parties, except that Supplier may correct a manifest error in an accepted quote in accordance with clause 14.4.

14.3 This Agreement constitutes the entire agreement between the parties.

14.4 Manifest Error. Supplier reserves the right to correct any obvious or manifest error in an accepted quote (including pricing, quantity, or calculation errors). Where such correction materially affects the charges, Supplier shall notify Customer promptly and Customer may elect to proceed on the corrected basis or cancel the affected Services without penalty prior to commencement.

Updated 7/7/2026