

# MOTASOFT LTD. SERVICES AGREEMENT

This Agreement (the "**Agreement**") sets forth the terms and conditions governing the provision of services (the "**Services**") by Motosoft Ltd. and its affiliates (the "**Company**") to its customer (the "**Client**").

## **BACKGROUND:**

- A. The Client is of the opinion that the Company has the necessary qualifications, experience and abilities to provide computer services to the Client.
- B. The Company is agreeable to providing such Services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **Details Of Services**

1. Service Level Agreement (SLA). The services will be available for at least 99.5% of each month. Should the services be unavailable, and the client notifies the company at the time, The Company will extend The Client's subscription period by the reported outage duration at no cost. The right to an extension of the subscription period is the Client's sole remedy for any failure to achieve the availability threshold.
2. The Client hereby agrees to engage the Company to provide the Client with one or more the following services:
  - VGM Garage Management System
  - VGM Online Booking System
  - A Website
3. The Services may also include any other tasks which the Parties agree on.

## **Term of Agreement**

4. The term of this Agreement (the "Term") will begin on the date of your acceptance of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
6. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
7. This Agreement may be terminated at any time by mutual agreement of the Parties.
8. Except as otherwise provided in this Agreement, the obligations of the Company will end upon the termination of this Agreement.

### **Performance**

9. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

### **Payment**

11. The Company will charge the Client for the Services at the agreed rate (the "Payment").
12. The Client will be invoiced monthly or annually as mutually agreed.

13. Invoices submitted by the Company to the Client are due within 30 days of the invoice date.

### **GDPR**

“GDPR” means the General Data Protection Regulation (EU) 2016/679, together with any national implementing laws in any Member State of the European Union, as amended, repealed, consolidated or replaced from time to time. The Company agrees to abide by its responsibilities as a data processor and to assist the Client as a data controller to be compliant with the GDPR regulations subject to the Company’s current Data Processing Addendum.

### **Trade Secrets**

14. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
15. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Company has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **Ownership of Intellectual Property**

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced by the Company, will be the property of the Company. The Client is granted a non-exclusive limited-use license of this Intellectual Property. Any software developed or produced by the Company may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Company. Intellectual property rights include the look and feel of any software produced.

**Capacity/Independent Company**

18. In providing the Services under this Agreement it is expressly agreed that the Company is acting as an independent Company and not as an employee. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Notice**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. The Client

The business address or head office address we have on file.

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b. Motosoft Ltd

UNIT 4,

154 Cheltenham Road,

Montpelier,

Bristol,

BS6 5RL

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or to such other address as either Party may from time to time notify the other.

### **Indemnification**

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

### **Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

23. The Company will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

28. This Agreement will be governed by and construed in accordance with the laws of England.

### **Severability**

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

### **Waiver**

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.