



63 Bermondsey Street, London, SE1 3XF, United Kingdom  
Company no: 12949246 in England & Wales

# m3ter Terms of Service

AWS Marketplace EULA Version - Based on June 2022 Edition

**PLEASE NOTE: this is an offline version accessible via the AWS Marketplace listing for m3ter and is subject to change without notice. For the latest version of the Terms of Service from time to time go to <https://www.m3ter.com/docs/legal/terms-of-service>, or your specific signed Agreements with the relevant m3ter entities.**

These Terms of Service, with the relevant Order Form, and the Documentation referred to herein, together constitute a Master Services Agreement entered into between m3ter and the Customer and is effective from the relevant Effective Date.

## Background

This is a legal and enforceable contract between m3ter and the Customer. The Customer is responsible for carefully reading all terms and conditions of this Agreement before signing an Order Form, clicking "I accept", or accessing, using or receiving any Services (including Professional Services). The Customer confirms that it has accessed online and/or been provided a copy of this Master Services Agreement including the Data Processing Agreement, and has read and accepted the Agreement including the Data Processing Agreement in their entirety. Notwithstanding any different or additional terms the Customer may reference or provide, m3ter's offer or acceptance to enter into the Agreement with the Customer with respect to the Services (including Professional Service) is expressly limited to the terms of this Agreement including the Data Processing Agreement and conditioned on the Customer's consent to this Agreement including the Data Processing Agreement.

Each Order Form and Statement of Work ("SOW") between the Customer and m3ter shall be deemed to constitute a separate and independent agreement between the Customer and m3ter including the terms of the Agreement including the Data Processing Agreement for the relevant Service Term.

In the event that the Customer is not a Direct Customer, the Customer agrees that it shall still be bound by the terms of this Agreement including the Data Processing Agreement.

m3ter shall be entitled to amend each and every element of the Master Services Agreement (other than the Order Form and/or SOW) from time to time. Such modifications shall be deemed to be effective upon publication at [www.m3ter.com/docs](http://www.m3ter.com/docs). The Customer's continued use of the Services (including Professional Services) after publication of a revised Master Services Agreement and/or Data Processing Agreement shall be deemed to indicate the Customer's acceptance of such revised Master Services Agreement and/or Data Processing Agreement (as the case may be) and the Parties acknowledge that m3ter's updates to the Services and the Customer's continued use of the Services shall constitute mutual, good and valuable consideration in respect of the amended Master Services Agreement including the Data Processing Agreement. In the event that the Customer does not wish to accept such revised Master Services Agreement and/or Data Processing Agreement then it shall be entitled to serve notice to terminate the Agreement and the Data Processing Agreement between the Customer and m3ter provided that the Customer serves such notice on m3ter within 7 days of the date of publication of the latest Master Services Agreement and/or Data Processing Agreement (as the case may be) by m3ter (and not thereafter).

Any Order Form and/or SOW may only be amended by written agreement of the Parties.

Disputes arising under this Master Services Agreement shall be resolved in accordance with the version of the Master Services Agreement that was in force and effect at the time when the relevant dispute arose.

The documents forming the Master Services Agreement are intended to be consistent. However there are incidences when the documents may conflict and in the event that there is a conflict between the elements of the Master Services Agreement the order of precedence is as follows (a) the Order Form (b) any SOW (c) the Terms of Service (d) the other



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Documentation, with the provisions of the Order Form prevailing over all other Documentation in the event of a conflict and the provisions of the Terms of Service prevailing over all Documentation other than the Order Form in the event of a conflict.

## Agreed terms

### 1. Interpretation

1.1. The definitions and rules of interpretation in this Clause apply in this agreement.

**Acceptable Use** means use of the Services and/or [www.m3ter.com](http://www.m3ter.com) in accordance with the relevant Acceptable Use policy.

**Acceptable Use Policy:** means either a) the document found at [www.m3ter.com/docs](http://www.m3ter.com/docs) which any person (including a legal person) agrees to abide by in order to use [www.m3ter.com](http://www.m3ter.com) which sets out the permitted manner in which such person may utilise [www.m3ter.com](http://www.m3ter.com), or b) clause 4 of these Terms of Service which any person (including a legal person) agrees to abide by in order to use the Services (as the case may be).

**Active End-Customer Account:** an End-Customer Account for which any bill item or bills are calculated using the Services within the relevant Monthly Period. For clarity this includes, but is not limited to, End-Customer Accounts for which no usage data has been ingested in that Month, has zero-rated or otherwise discounted or inclusive bill items that result in an End-Customer bill  $\leq$  \$00.00 in any Monthly Period.

**Agreement and Master Services Agreement:** means the Terms of Services together with the Documentation referred to herein and any applicable Order Form or SOW entered into between m3ter and the Customer.

**Agreement Term:** is construed in accordance with the definition set out in Clause 14.1.

**Anti-Corruption Laws** means the UK Bribery Act 2010 and any other UK laws and regulations intended to implement the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**Approved Bill:** means an End-Customer bill which has been approved by the Customer using the Services in accordance with the Documentation.

**Authorised Use:** any access to the Services and the Documentation by a natural person and/or automated system where such access has been authorised and/or enabled by the Customer including, without limitation, access by employees, agents and independent contractors of the Customer.

**Authorised User:** means a natural person and/or automated system that has any access to the Services and the Documentation where such access has been authorised and/or enabled by the Customer including, without limitation, access by employees, agents and independent contractors of the Customer.

**Authorised User Account:** those accounts for the Services held by Authorised Users.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when retail banks in London are open for business.

**Change of Control:** a change of the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **Controls, Controlled** and the expression **Change of Control** shall be construed accordingly.



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**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in accordance with Clause 11.

**Controller-to-Controller Clauses** means the standard contractual clauses between Controllers and Controllers for Data as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which forms part of the Documentation.

**Controller-to-processor Clauses:** means the standard contractual clauses between Controllers and Processors for Data as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which forms part of the Documentation.

**Cookie Notice:** means the notice which specifies how m3ter utilises Cookies which is found at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**Customer:** the relevant customer identified as such on the relevant Order Form or SOW or pursuant to an agreement between such Customer and a Partner for access to the Services (including Professional Services) (as the case may be).

**Customer Data:** the data transmitted to m3ter by or on behalf of Authorised Users on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services. Customer Data does not include system generated data about the Customer's use of the Services, such as user behaviour or resource utilisation.

**Data:** facts, figures, observations or recordings in whatever form captured (including without limitation, image, sound, text or measurements).

**Data Controller:** has the meaning given pursuant to Data Protection Laws.

**Data Processing Agreement:** means the data processing agreement between the Customer and m3ter available at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**Data Processor:** has the meaning given pursuant to Data Protection Laws.

**Data Protection Laws:** all applicable law relating to data privacy and data protection and direct marketing, including:

- (a) the European Union Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation 2016/679) (**GDPR**) (and all laws implementing GDPR including as such law forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**UK GDPR**));
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/24/26) and any other law implementing Directive 2002/58/EC; and
- (d) any related mandatory guidance, guidelines, code of practice and approved codes of conduct guidance issued by a supervisory or competent authority.

**Direct Customer:** means a Customer that is invoiced directly by m3ter for the provision of the Services or the Professional Services (as the case may be).



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**Documentation:** the documentation (whether distributed via paper or made available online or otherwise and including any format of tutorial including video tutorials) found at [www.m3ter.com/docs](http://www.m3ter.com/docs) (as may be amended by m3ter from time to time) which describes the Services and the Customer's obligations in respect of their usage of the Services. The Documentation includes, but is not limited to, the Data Processing Agreement, Standard Contractual Clauses, Service Description, Standard Pricing, any Service Level Agreement, Support Term and User Manual.

**Due Date:** the date by which the relevant Direct Customer is obliged to pay the relevant Fees to m3ter as specified in the relevant Order Form or SOW, Terms of Service or otherwise in this Agreement (as the case may be).

**Effective Date:** either (a) the date specified as such on the relevant Order Form or (b) the date specified as such on the relevant SOW or (c) in the case of Indirect Customers, the Service Commencement Date.

**End-Customer:** means a customer of a Customer. For the purposes of clarity, a Customer (whether a Direct Customer or an Indirect Customer) cannot be an End-Customer.

**End-Customer Account:** means an account that is created by a Customer on behalf of an End-Customer which enables the metering and rating of Measurements relating to the End-Customer's business using the Services

**End-Customer Monthly Billed Value:** means the total amount of Approved Bills for the relevant End-Customer with an End Date in the relevant Month.

**End-Date:** means the end date of a billing period of an End-Customer Approved Bill as specified by Customer using the Services in accordance with the Documentation.

**Fees:** the sums payable by the Direct Customer to m3ter pursuant to the Agreement as detailed more particularly in the Standard Pricing, Schedule 1, the relevant Order Form or SOW or any other part of the Agreement (as the case may be).

**Indirect Customer:** a Customer that is invoiced by a Partner for the provision of the Services (including Professional Services).

**Initial Service Term:** is construed in accordance with the definition set out in the relevant Order Form.

**Intellectual Property Rights:** copyright, patents, design rights, rights in trademarks, rights in trade names, database rights, rights in trade secrets and any other rights (whether registered or unregistered) which protect intellectual property worldwide and **Intellectual Property** is construed accordingly.

**Measurement:** A Measurement is a collection of one or more data attributes used to measure a quantity of usage as defined by a Meter in the Services and delivered for a single End-Customer Account. Data attributes can be of several different types including a Measure, What, Where, Who, Metadata, Cost or Income. Each Measurement can have multiple separate data attributes as specified in the m3ter Documentation available at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**Measurement Allowance:** the number of Measurements sent by the Customer per Month that are included in applicable Fees for the applicable Product Tier, or as otherwise agreed with the Customer, before additional charges as defined in the applicable Overage Fees are payable by the Customer. If a Customer sends multiple Measurements with the same UIDs, m3ter will reject the duplicates for the purposes of processing the data but these duplicates will be counted against the Customer's Measurement Allowance.

**Month:** means the date which commences on the Effective Date and which continues for a period of one month and each successive month thereafter until the end of the Service Term and **Monthly** and **Monthly Period** are



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construed accordingly. By way of example, if the Effective Date for an Agreement is 15th January then the first Monthly Period would be 15th January to 14th February (inclusive) and the second Monthly Period would be 15th February to 14th March (inclusive).

**Monthly Minimum Fee:** the minimum aggregate Fee that any Customer on the relevant Product Tier shall be obliged to pay in any Monthly period, regardless of usage.

**m3ter:** being either m3ter Limited incorporated and registered in England and Wales with company number 12952487 whose registered office is at 63 Bermondsey Street, London, SE1 3XF in the case of Customers who are resident outside of the USA ; or m3ter US Limited incorporated and registered in England and Wales with company number 13714583 whose registered office is at 63 Bermondsey Street, London, SE1 3XF in the case of Customers who are resident within the USA.

**m3ter Data:** means all of: (a) details of any API transactions and information carried over m3ter's systems and infrastructure; and, (b) any information created by or originating from m3ter, the Services including the Professional Services, but not limited to, Customer use of the Services including the Professional Services; (c) any information used in usage or performance analysis; (d) any information generated from Data (including, but not limited to Customer Data) where in each case such information has been transformed, aggregated or anonymised (or any combination of them).

**m3ter Integration** is functionality which enables the Customer to synchronise Data between third party systems and the Services as further described in the Documentation available at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**m3er Support:** means the support to be provided by m3ter to the Customer pursuant to the relevant Support Plan.

**m3ter Support Terms:** means the document describing the relevant Support Plans which forms part of the Documentation and is found at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

**Order Form:** the relevant Order Form entered into by the relevant Customer with m3ter for provision of the Services.

**Overage Fee:** means the Fees which are payable by the Customer for Measurements above the Measurement Allowance in the event that the relevant Measurement Allowance is exceeded in the relevant Month.

**Partner:** any legal entity other than m3ter or an entity Controlled by m3ter which is authorised by m3ter to offer the Services to Customers pursuant to a Partnership Agreement. For the purposes of clarity, the term "partnership" is used to imply a strategic relationship between the parties and does not imply or create a legal partnership between the parties whether under the Partnership Act 1890, Limited Liability Partnership Act 2000 or otherwise.

**Partnership Agreement:** an agreement between m3ter and a Partner pursuant to which a Partner may offer the Services (including Professional Services) to Customers who have agreed to comply with m3ter's Master Services Agreement.

**Party:** a party to this Agreement and **Parties** is construed accordingly.

**Payment Terms:** the Due Date for payment of the Fees together with the method of payment that the Direct Customer is obliged to follow in paying the Fees to m3ter as specified in the relevant Order Form or SOW or otherwise in the Agreement (as the case may be).

**Percentage of Billed End-Customer Revenue Fees:** means Fees calculated on a share revenue received by the Customer from End-Customers.

**Per Measurement Fees:** means Fees calculated on the number of Measurements during the relevant Month.



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**Personal Data:** any information that relates to an identified or identifiable living individual.

**Privacy Notice:** m3ter's Privacy Notice as found at <https://www.m3ter.com/docs/legal/privacy-notice>.

**Processor-to-Controller Clauses:** means the standard contractual clauses between Processors and Controllers for Data as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which forms part of the Documentation.

**Processor-to-Processor Clauses:** means the standard contractual clauses between Processors and Processors for Data as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, which forms part of the Documentation.

**Product Tier:** means the details of the Services and level of the same that m3ter is obliged to provide to the Customer as detailed more particularly in the Order Form and the Services Description.

**Professional Services:** is construed in accordance with Clause 8.

**Renewal Date:** is construed in accordance with the definition set out in the relevant Order Form.

**Renewal Period:** is construed in accordance with the definition set out in the relevant Order Form.

**Rolling Period:** is construed in accordance with the definition set out in the relevant Order Form.

**Sandbox Fee:** means the Fee charged by m3ter for access to the **Sandbox Version**.

**Sandbox Environment:** means the environment provided by m3ter to enable the Customer to use the Sandbox Version for Sandbox use.

**Sandbox Use:** means non-production evaluation use only and **Sandbox Version** **Sandbox Fee** are construed accordingly.

**Sandbox Version:** means an instance of the Services provided by m3ter to the Customer for Sandbox Use only.

**Services Description:** means the service description document found at [www.m3ter.com/docs](http://www.m3ter.com/docs) which details the features and functionality applicable to different Product Tiers.

**Services:** means the Services provided by the Company for the respective Service Terms on the terms and conditions as set out in the Agreement including the Documentation, any relevant Order Form, any relevant Statement of Work and these Terms of Service. The Services includes any Professional Services.

**Services Commencement Date:** being the date when such Customer first received any of the Services or Professional Services.

**Service Level Agreement:** means the document found at [www.m3ter.com/docs](http://www.m3ter.com/docs) which specifies the level of service that m3ter commits to endeavour to provide in respect of the Services.

**Service Term:** means the relevant period for which m3ter has agreed to provide the Customer with access to the relevant Services, Professional Services and/or Documentation as set out in the relevant Order Form or SOW or in the case of Indirect Customers as agreed with the relevant Customer pursuant to the terms of the relevant Partnership Agreement between m3ter and the Partner.

**Service User:** means Authorised User of the Service via programmatic and/or automated access.

**SOW or Statement of Work:** the relevant Statement of Work entered into by the relevant Customer with m3ter for Professional Services.

**Standard Contractual Clauses:** means the Controller-to-Controller Clauses, Controller-to-Processor Clauses, Processor-to-Processor Clauses and the Processor-to-Controller Clauses (as relevant).

**Standard Payment Terms:** means the obligation on the Customer to pay an invoice from m3ter within 30 days of the date specified on the invoice using the method specified on the invoice and in the currency specified in the Order Form.





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**Standard Pricing:** means the current standard pricing for the provision of the Services as detailed in the Standard Pricing document found at [www.m3ter.com/docs](http://www.m3ter.com/docs).

**Support Hours:** means the hours that m3ter is obliged to action non-service affecting support requests for the Customer pursuant to the Customer's Support Plan as detailed in the Order Form and the relevant Documentation.

**Support Plan:** means the details of the support Services and level of the same that m3ter is obliged to provide to the Customer as detailed more particularly in the Order Form and the relevant Support Plan.

**Support Terms:** means the document found at [www.m3ter.com/docs](http://www.m3ter.com/docs) that defines the different Support Plans offered by m3ter.

**Terms of Service:** means this document including any schedules hereto.

**User Manuals:** means the user manuals available at [www.m3ter.com/docs](http://www.m3ter.com/docs) which are deemed to be part of the Documentation.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or Data (whether by rearranging, altering or erasing the programme or Data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Website Notices:** means the document found at [www.m3ter.com/docs](http://www.m3ter.com/docs) which sets out the terms and conditions on which persons (including legal persons) agree to abide by in order to use [www.m3ter.com](http://www.m3ter.com).

- 1.2. Clause headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9. A reference to writing or written includes e-mail.
- 1.10. References to Clauses are to the Clauses of this Terms of Service unless explicitly indicated otherwise.

## 2. Proprietary rights

- 2.1. The Customer acknowledges and agrees that m3ter and/or its licensors own all Intellectual Property Rights in the Services (including the Professional Services), m3ter Data and the Documentation and to



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the extent that any Intellectual Property Rights in the Services (including the Professional Services), m3ter Data or the Documentation (or any combination of them) vest in the Customer the Customer hereby assigns such Intellectual Property Rights to m3ter. Except as expressly stated herein, this Agreement does not grant the Customer or Authorised User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services (including the Professional Services), m3ter Data or the Documentation.

- 2.2. m3ter confirms that it has all the rights in relation to the Services (including the Professional Services), m3ter Data and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 2.3. Without prejudice to the provision of Clauses 2.1 and 2.2, the Customer shall own all right, title and interest in and to all of the Customer Data.

### 3. Grant of Rights

- 3.1. m3ter hereby grants the Customer a non-exclusive, non-transferable (except as specified by Clause 21.1) right to access and use the relevant Services, Documentation and Professional Services for use in accordance with and subject to the terms of the Agreement during the relevant Service Term.
- 3.2. Without prejudice to Clause 3.1, the Customer shall comply with all limitations on usage of the Services, Documentation and Professional Services set out in this Agreement and the Documentation and in any Order Form or SOW including, but not limited to, any usage volume terms and limitations to particular Customer legal entities, business units, project, brands, products or services. Without prejudice to any other right or remedy that m3ter may have, in the event that the Customer exceeds its entitlements as set out in the Documentation or relevant Order Form, SOW or any combination of them then m3ter may:
  - (a) require the Customer to upgrade its Services and pay the associated Fees;
  - (b) suspend access to the Services; or
  - (c) terminate the Agreement for cause pursuant to Clause 14.or any combination of them.
- 3.3. Unless explicitly indicated otherwise in a relevant Order Form or SOW, the rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3.4. As between Customer and m3ter, all Customer Data is the property of the Customer. m3ter may store, access, process and retain Customer Data:
  - (a) to provide the Services to the Customer;
  - (b) to monitor use of the Services, improve or enhance the Services and other m3ter offerings;
  - (c) in order to transform, aggregate or anonymise such data to create m3ter Data;
  - (d) in order to combine such data with similar data from public or private data sets, including m3ter Data and use the resulting data sets to create m3ter Data and to enable insights derived from the analysis of the resulting data sets;
  - (e) to meet m3ter's obligations under this Agreement including in relation to the provision of the Services and to comply with all applicable laws and regulations.



## 4. Customer's obligations

### 4.1. **General** The Customer shall:

- (a) provide m3ter with:
    - (i) all necessary cooperation in relation to this Agreement; and
    - (ii) all necessary access to such information and systems as may be required by m3ter (which may include the Customer's CRM or billing system, historical End-Customer usage data and any other such information and systems as required to deliver the Services);
- in order to provide the Services (including the Professional Services).
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement and shall, without prejudice to the foregoing, comply with Data Protection Laws and all applicable financial services legislation and all the Customer's responsibilities under the Payment Card Industry Data Security Standard;
  - (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, m3ter may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for m3ter, its contractors and agents to perform their obligations under this agreement, including without limitation the Services and the Professional Services;
  - (e) ensure that its network and systems comply with the relevant specifications and Documentation provided by m3ter from time to time and shall provide and update its software, systems and their configuration and undertake any integration or other work necessary to maintain compatibility with the Services; and
  - (f) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

### 4.2. **Customer responsibility for Customer Data and Authorised User Accounts** The Customer shall:

- (a) have sole responsibility for and ensure the legality, reliability, integrity, accuracy and quality of all Customer Data.
- (b) save as expressly permitted in the Documentation including the Data Processing Agreement and in accordance with the Privacy Notice, the Customer shall not use the Service to transmit Personal Data within Customer Data to m3ter's information systems. To the extent relevant, the Customer shall comply with and enable m3ter's compliance with the Privacy Notice.
- (c) ensure that the Authorised Users use of the Services, the Professional Services and the Documentation complies with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement and for any activity undertaken via Authorised User Accounts;
- (d) notify m3ter promptly upon becoming aware of any unauthorised use of an Authorised User account or any other breach of security that could impact the Services;
- (e) notify m3ter promptly upon becoming aware of and make a reasonable effort to stop any unauthorised copying, distribution or misuse of the Services.



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**4.3. Prohibition on copying and reverse engineering** The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement or under a Partnership Agreement:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services(including the Professional Services) and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
- (b) access all or any part of the Services(including the Professional Services) and/or the Documentation in order to build a product or service which competes with the Services, the Professional Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) save as expressly permitted by this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Professional Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 4.

**4.4. Viruses and harmful content** The Customer shall only use the Services as is permitted pursuant to the Documentation and shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and m3ter reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

## 5. Data protection and retention

**5.1.** Each Party shall ensure that it will process Personal Data in accordance with applicable Data Protection Laws and shall ensure that it maintains the legal bases for any Personal Data that it holds.

**5.2.** The Customer:

- (a) acknowledges that m3ter provides Customer Data, which may include Personal Data, to third party service providers including payment method providers, payment method acquirers and their respective affiliates in order to provide Services to the Customer and to others; and
- (b) acknowledges that m3ter processes, analyses and manages Customer Data, which may include Personal Data, to:



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- (i) provide the Services (including Professional Services) to the Customer and to other customers;
  - (ii) mitigate fraud, financial loss or other harm to users, customers and m3ter;
  - (iii) analyse, develop and improve m3ter's products, services and tools;
  - (c) authorises m3ter to share Customer Data, which may include Personal Data, with any platform or app that the Customer enables data sharing with pursuant to a m3ter API (or otherwise);
- and to the extent that any such activities specified in this Clause 5.2 necessitate that the Customer obtains any permissions or grants any rights to m3ter, the Customer undertakes to perform such action.

5.3. The Parties acknowledge that:

- (a) the Customer will be the Data Controller in respect of Personal Data where it determines the purposes and manner in which the Personal Data is processed; and
- (b) m3ter will be the Data Controller in respect of Personal Data where it determines the purposes and manner in which the Personal Data is processed.

5.4. The Customer shall retain and maintain all copies of the Customer Data that it needs for legal compliance or any other reason and shall not rely on m3ter for retention of such Customer Data. m3ter will hold Customer Data for the Service Term in accordance with the Agreement including the relevant Order Form and applicable Documentation. m3ter may retain copies of the Customer Data for up to 60 days after expiry or termination of the Service Term (as the case may be), and shall delete the Customer Data as soon as practicable thereafter.

## 6. Services

- 6.1. m3ter shall, during the relevant Service Term, provide the Services (including Professional Services) and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 6.2. The Customer acknowledges that, notwithstanding anything to the contrary herein, the Services and the Documentation may change from time to time (in m3ter's complete discretion).



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## 7. Beta Usage and Sandbox Use

- 7.1 From time to time, m3ter may provide the Customer with access to “beta” versions of the Services. By using the Services on a “beta” basis the Customer accepts that the Services are provided on an “as-is” basis and acknowledges that, notwithstanding anything to the contrary, m3ter provides no express or implied warranties, nor any indemnities in respect of “beta” versions of the Services and that m3ter shall have no liability in connection with the Customer’s usage of the same.
- 7.2 From time to time, m3ter may provide the Customer with access to a Sandbox Version and Sandbox Environment for Sandbox Use only. The Customer acknowledges and accepts that the Sandbox Version and Sandbox Environment are provided on an “as-is” basis only and acknowledges that, notwithstanding anything to the contrary, m3ter provides no express or implied warranties, nor any indemnities in respect of the Sandbox Version and the Sandbox Environment and that m3ter shall have no liability in connection with the Customer’s usage of the same. The Customer shall only use the Sandbox Version and Sandbox Environment for internal evaluation and not in a “live” or “production” state. The Customer acknowledges that m3ter does not review any data uploaded into the Sandbox Environment. The Customer shall not use Sandbox Version and/or the Sandbox Environment to process real Customer Data nor to process Personal Data. As between the parties, m3ter shall not have any liability in respect of any Customer Data or Personal Data uploaded into the Sandbox Environment.

## 8. Professional Services

If the Customer wishes to purchase any Professional Services, the Parties will mutually execute one or more SOWs. Professional Services are deemed to be part of the Services.

## 9. Third party providers

The Customer acknowledges that the Services may enable or assist it to access services from third parties and that the Customer uses such third party services solely at its own risk. m3ter makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to any services offered by third parties and any contract entered into by the Customer with any such third party. Any contract entered into and any transaction completed via any third party is between the Customer and the relevant third party, and not m3ter.

## 10. m3ter’s obligations

- 10.1. Notwithstanding anything to the contrary, m3ter:
- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free;
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services (including Professional Services) and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.2. This Agreement shall not prevent m3ter from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

## 11. Confidentiality

- 11.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this agreement. A Party's Confidential Information shall not be deemed to include information that:



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- (a) is or becomes publicly known other than through any act or omission of the receiving Party;
- (b) was in the other Party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.

- 11.2. Subject to clause 11.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 11.5. The Customer acknowledges that details of the Services (including Professional Services), m3ter Data and the results of any performance tests of the Services, constitute m3ter's Confidential Information.
- 11.6. No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.7. The above provisions of this clause 11 shall survive termination of this agreement, however arising.

## 12. Indemnity

- 12.1. The Customer shall defend, indemnify and hold harmless m3ter against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, the Professional Services and/or Documentation (including any liability arising in relation to breach of Data Protection Laws and/or caused by the Customer Data), provided that:
  - (a) the Customer is given prompt notice of any such claim;
  - (b) m3ter provides reasonable cooperation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
  - (c) the Customer is given sole authority to defend or settle the claim.
- 12.2. m3ter shall defend the Customer against any claim that the Customer's use of the Services, the Professional Services or Documentation (or any combination of them) in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, United Kingdom copyright, United Kingdom trade mark, United Kingdom database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgement or settlement of such claims, provided that:



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- (a) m3ter is given prompt notice of any such claim;
  - (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable cooperation to m3ter in the defence and settlement of such claim, at m3ter's expense; and
  - (c) m3ter is given sole authority to defend or settle the claim.
- 12.3. In the defence or settlement of any claim, m3ter may procure the right for the Customer to continue using the Services (including Professional Services) and the Documentation (or any combination of them), or replace or modify the Services (including Professional Services), the Documentation (or any combination of them) so that they become non-infringing or, if such remedies are not (in m3ter's opinion) reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability to the Customer.
- 12.4. In no event shall m3ter, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services (including the Professional Services) or Documentation by anyone other than m3ter; or
  - (b) the Customer's use of the Services (including Professional Service) or Documentation in a manner contrary to the Agreement or any instructions given to the Customer by m3ter; or
  - (c) the Customer's use of the Services (including Professional Services) or Documentation after notice of the alleged or actual infringement from m3ter or any appropriate authority.
- 12.5. The foregoing and Clause 13.3(b) states the Customer's sole and exclusive rights and remedies, and m3ter's (including m3ter's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 13. Limitation of liability

- 13.1. Except as expressly and specifically provided in Clauses 12.2 and 13.2 of this Agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services (including Professional Services) and the Documentation by the Customer, and for conclusions drawn from such use. m3ter shall have no liability for any damage caused by errors or omissions in any information or Data provided to m3ter by the Customer in connection with the Services, or any actions taken by m3ter at the Customer's direction;
  - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
  - (c) the Services (including Professional Services) and the Documentation are provided to the Customer on an "as is" basis.
- 13.2. Nothing in this agreement excludes the liability of m3ter:
- (a) for death or personal injury caused by m3ter's negligence; or
  - (b) for fraud or fraudulent misrepresentation.
- 13.3. Subject to Clause 12.2 and Clause 13.2:





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(a) m3ter shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

(b) m3ter's total aggregate liability in contract (including in respect of the indemnity at Clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement and any other agreements entered into between the Customer and m3ter shall be limited to the total Fees paid by the Customer to m3ter pursuant to this Agreement during the 12 Months immediately preceding the date on which the claim arose save in the case of Indirect Customers where such liability shall be limited to £50,000 (fifty thousand pounds sterling).

13.4. Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of m3ter's Intellectual Property Rights.

## 14. Term and termination.

14.1. This Agreement shall, unless otherwise terminated as provided in this Clause 14, commence on the Effective Date and shall continue until the expiry of the relevant Service Term (such period being the "**Agreement Term**").

14.2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

(a) the other Party fails to pay any amount due under this Agreement on the Due Date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

(b) the other Party commits a remediable material breach of any other term of this Agreement and fails to remedy that breach within a period 30 days after being notified in writing to do so; or

(c) The other Party Commits a material breach of this Agreement which is incapable of remedy.

14.3. Without affecting any other right or remedy available to it, m3ter may terminate this Agreement with immediate effect by giving written notice to the other Party if the Customer exceeds any usage entitlements or requirements set out in this Agreement.

14.4. Without prejudice to any other rights and remedies m3ter may have in the event that m3ter has the right to terminate this Agreement then it may elect to:

(a) Suspend the provision of the Services (including Professional Services) pursuant to any and all Agreements between m3ter and the Customer (without incurring any liability in respect of such suspension) until such time that the Customer rectifies such breach; and/ or

(b) Terminate any or all Agreements between m3ter and the Customer (without incurring any liability in respect of such termination).

In each case, in m3ter's complete discretion.

14.5. On termination of this Agreement or for any reason:

(a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services (including Professional Services) and/or the Documentation provided pursuant to this Agreement and where appropriate shall delete the same;



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- (b) m3ter may destroy or otherwise dispose of any of the Customer Data in its possession;
- (c) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.
- (d) the Customer shall remain obliged to pay any sums which were payable in respect of the period before the date of termination in accordance with the Payment Terms.

## 15. Force majeure

m3ter shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, pandemic, epidemic, outbreak of infectious disease and/or virus, terrorism, war, strikes, lock-outs or other industrial disputes (whether involving the workforce of m3ter or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

## 16. Variation

No variation of this Agreement by the Customer shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## 17. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 18. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 19. Severance

- 19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 19.2. If any provision or part-provision of this Agreement is deemed deleted under clause 19.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 20. Entire agreement and Order of Precedence

- 20.1. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



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- 20.2. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 20.3. The Services (including Professional Services) and the Documentation are provided on an “as-is” basis and m3ter shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement, the Documentation and/ or from m3ter.
- 20.4. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 20.5. The documents forming the Master Services Agreement are intended to be consistent. However there are incidences when the documents may conflict and in the event that there is a conflict between the elements of the Master Services Agreement the order of precedence is as follows (a) the Order Form (b) any SOW (c) the Terms of Service (d) the other Documentation, with the provisions of the Order Form prevailing over all other Documentation in the event of a conflict and the provisions of the Terms of Service prevailing over all Documentation other than the Order Form in the event of a conflict.

## 21. Assignment

- 21.1. The Customer shall not, without the prior written consent of m3ter, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2. m3ter may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

## 22. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 23. Third party rights

This Agreement does not confer any rights on any person or party (other than the Parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 24. Notices and contacts

- 24.1. Any notice required to be given under this Agreement shall be in writing and shall be sent by email. For m3ter such notice must be emailed to [legal@m3ter.com](mailto:legal@m3ter.com) and for the Customer it shall be such email address provided for legal notices as supplied by an Authorised User.
- 24.2. A notice delivered by email shall be deemed to be received by the next Business Day.
- 24.3. The Customer shall ensure that the contact information of all Customer contacts given in the Order Form is accurate and up to date throughout the Service Term and shall forthwith notify m3ter of any changes to such contact information using the notice procedure set out in Clause 24.1 of this Agreement.

## 25. Trade Embargoes and Export Restrictions

The Customer shall not use any of the Services (including Professional Services) in respect of any state which is subject to a trade embargo between such state and the US and/or the EU and/or the United Kingdom and shall comply with all relevant US, EU and UK export restrictions from time to time.

## 26. Anti-Corruption and Anti-Slavery Laws

26.1. The Parties shall:

- 26.1.1. comply with all applicable Anti-Corruption Laws;
- 26.1.2. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
- 26.1.3. cooperate regarding investigations by the other Party into any matters related to bribery and corruption in connection with this Agreement.

26.2. In performing its obligations under this Agreement, m3ter shall:

- 26.2.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in the UK including but not limited to the Modern Slavery Act 2015; and
- 26.2.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- 26.2.3. Publish an anti-slavery and human trafficking statement on [www.m3ter.com](http://www.m3ter.com).
- 26.2.4. Upon written request, make available to the Customer copies of internal policies in respect of anti-slavery, anti-corruption and bribery.

## 27. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 28. Jurisdiction

Provided that nothing in this Agreement shall prevent either Party from bringing an action anywhere in world to enforce a judgement, each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



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## Charges and Payment Schedule

(for Direct Customers only)

### 1. Charges and payment

- 1.1. The Direct Customer shall pay the Fees to m3ter for the Services and the Professional Services in accordance with the Payment Terms set out in the relevant Order Form or SOW (as the case may be) together with all other relevant terms of this Agreement.
- 1.2. If no Payment Terms are set out in the relevant Order of SOW (as the case may be) then the Customer shall be obliged to pay the relevant Fees within 30 days of the date of the relevant invoice by the method specified on relevant invoice.
- 1.3. If m3ter has not received payment for the relevant Fees from the Direct Customer within 30 days after the Due Date, and without prejudice to any other rights and remedies of m3ter:
  - (a) m3ter may, without liability to the Direct Customer, disable access to all or part of the Services or refrain from providing further Professional Services under this or any other Agreement between m3ter and the Customer (without incurring liability for such suspension) and shall be under no obligation to provide any or all of the Services (including Professional Services) while any sums due to m3ter remain unpaid; and
  - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of m3ter's bankers in the UK from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgement.
- 1.4. Unless otherwise agreed on the relevant Order Form or SOW (as the case may be) all amounts and fees stated or referred to in this agreement:
  - (a) shall be payable in the currency specified in the relevant Order Form;
  - (b) are exclusive of value added tax or any other applicable sales taxes, which shall be added to m3ter's invoice(s) at the appropriate rate.



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## Professional Services Schedule

### 1. Statement of Work

- 1.1. The Parties shall agree a Statement of Work using the template set out below as varied by the Parties by agreement. Unless otherwise agreed, each Statement of Work shall include:
  - 1.1.1. Details of the Professional Services to be provided by m3ter to the Customer, including m3ter's deliverables.
  - 1.1.2. The Customer's obligations in respect of the Professional Services, including any Customer dependencies.
  - 1.1.3. The Statement of Work shall contain the technical and functional requirements for the deliverables of the Professional Services together with acceptance criteria and acceptance tests for such requirements.
  - 1.1.4. Details of which Professional Services the Customer has procured from m3ter together with any Professional Services that the Customer has an option to procure during the course of the project.
  - 1.1.5. The intended dates for the delivery of the Professional Services.
  - 1.1.6. The rate card on which the Fees for the provision of the Professional Services shall be calculated together with a non-binding estimate of the amount of Fees payable for the Professional Services provided pursuant to the Statement of Work.

### 2. Delivery Dates

- 2.1. The intended delivery dates set out in the relevant Statement of Work shall be non-binding it being understood that:
  - 2.1.1. The actual delivery dates may be before or after the intended date of delivery;
  - 2.1.2. The actual delivery date may be longer in the event that a Customer does not deliver on any of its obligations on or before the relevant date;
  - 2.1.3. Upon passing the acceptance tests set out in the Statement of Work the project relating to the Statement of Work shall be deemed to be complete.

### 3. Estimates and Fees

- 3.1. The Customer acknowledges that the actual Fees may be greater or less than the non-binding estimate set out in the Statement of Work. The actual Fees shall be charged on a time and materials basis and calculated by multiplying the actual amount of time spent on the Professional Services by the applicable rate card set out in the Statement of Work.
- 3.2. M3ter shall communicate the progress of the provision of the Professional Services to the Customer by providing the Customer with a weekly update setting out the progress of the Professional Services, the time spent in providing the Professional Services to date and an estimate of time to completion (including person hours).





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- 3.3. The Customer shall pay the Fees for the Professional Services in accordance with the Standard payment Terms.

## 4. Optional Work

- 4.1. Where work is set out in the Statement of Work as optional, the Customer may (at its discretion) elect to oblige m3ter to provide such Professional Service by providing the relevant notice detailed in the Statement of Work. In the event that the Customer exercises such option in accordance with the Statement of Work then m3ter shall be obliged to provide such Professional Services and the Customer shall be obliged to pay the relevant Fees for the same.
- 4.2. Any Professional Services which are not specifically identified as optional in the Statement of Work shall be provided by m3ter and the customer shall be obliged to pay the relevant Fees for such Professional Services.



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## Example SOW Template Schedule

### Statement of Work for Professional Services

1.1. Effective and Service Term	SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK.
1.2. Professional Services, including m3ter Deliverables	SERVICES SHOULD DISTINGUISH BETWEEN OPTIONAL AND COMMITTED SERVICES AND HOW THE RELEVANT OPTION OVER THE OPTIONAL SERVICES IS TO BE EXERCISED.
1.3. Customer Obligations, including Customer dependencies	SET OUT THE CUSTOMER DEPENDENCIES FOR THE DELIVERABLES.
1.4. Timetable	SET OUT THE TIMETABLE FOR PERFORMING THE PROFESSIONAL SERVICES.
1.5. Technical and Functional Requirements	SET OUT THE TECHNICAL AND FUNCTIONAL REQUIREMENTS FOR THE DELIVERABLES.
1.6. Acceptance Criteria and Acceptance Tests	SET OUT ANY CRITERIA FOR ACCEPTING THE DELIVERABLES.
1.7. SOW Rates	SET OUT THE RATE CARD FOR THE PROFESSIONAL SERVICES.
1.8. Fee Estimate	INCLUDE BREAKDOWN OF FEE ESTIMATE

SIGNATURES	
M3TER LIMITED or M3TER US LIMITED	CUSTOMER NAME
Signed:	Signed:
Name: NAME OF M3TER REPRESENTATIVE	Name: NAME OF CUSTOMER REPRESENTATIVE
Title:	Title:
Date:	Date: