THIS AGREEMENT:

is made on [DATE]

BETWEEN:

(1) PINAGE HOLDINGS LTD, a company registered in England and Wales under company number 16534416, whose registered office is at Kinetic Centre, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ ("PHL"); and

(2) [CLIENT FULL LEGAL NAME], a company registered in England and Wales under company number [NUMBER], whose registered office is at [ADDRESS] (the "Client").

BACKGROUND

(A) The Client requires digital signage solutions and related services.

(B) PHL is willing to provide those services and to rent the related equipment to the Client on the terms of this Agreement.

(C) The Client enters into this Agreement in the course of its business and not as a consumer.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In this Agreement, the following terms have the following meanings.

Add-On Device — any item of Equipment enrolled onto the PSDP after the Commencement Date during a subsisting term.

Agreement — this Master Services Agreement, including all Schedules.

Business Day — any day other than a Saturday, Sunday or public holiday in England and Wales.

Client Content — all data, text, images, video, audio and other materials uploaded to, or displayed via, the Services by or on behalf of the Client.

Client Personal Data — personal data contained within Client Content which PHL processes on the Client's behalf as data processor, as further defined in Schedule 5.

Commencement Date — the earlier of (a) the date on which Schedule 3 is signed by both parties, and (b) the date on which Equipment is first delivered to, or the Services are first used by, the Client.

Content Management Services — the optional services described in Clause 5.6, charged at the rates agreed in accordance with Schedule 4.

Enrolled Devices — the items of Equipment shown as enrolled and active on the Client's PSDP dashboard from time to time. The dashboard record is the definitive record of the Client's device count.

Equipment — the Raspberry Pi units, associated hardware and any other devices provided by PHL to the Client under this Agreement. Equipment remains the property of PHL at all times.

Extraordinary Cost Adjustment — an out-of-cycle adjustment to the Fees made under Clause 5.4A.

Fees — the subscription fees and other sums payable by the Client under this Agreement, as set out in Clause 5 and Schedule 3.

Initial Term — the period defined in Clause 8.1.1.

Installation Services — the physical installation of Equipment and associated displays.

Monthly Charge — the subscription fee payable monthly, as set out in Schedule 3.

Privacy Policy — PHL's privacy policy as amended from time to time, which governs PHL's processing of personal data in its capacity as data controller, published at www.pinage.co.uk/privacypolicy.

PSDP or Pinage Service Delivery Platform — PHL's digital signage solution, comprising the Equipment, the software platform and the Services described in Schedule 1. The PSDP does not include screens or other display hardware.

Renewal Date — the common annual date on which this Agreement renews for all Equipment, as stated in Schedule 3.

Renewal Term — each successive 12-month period described in Clause 8.1.2.

Schedule — a schedule to this Agreement. The Schedules form part of this Agreement, subject to Clause 2.

Service Levels — the targets and commitments set out in Schedule 2.

Services — the digital signage software platform, remote support, software updates, training and related services described in Schedule 1.

Termination Sum — the sum calculated in accordance with Clause 8.6.

Third-Party Services — plugins, integrations or services provided by third parties which the Client elects to use in conjunction with the Services.

1.2 Interpretation

1.2.1 Clause and Schedule headings do not affect interpretation.

1.2.2 A reference to legislation is a reference to it as amended, extended or re-enacted from time to time.

1.2.3 "Including", "in particular" and similar expressions are illustrative and do not limit the words preceding them.

1.2.4 A reference to writing includes email, except where this Agreement expressly provides otherwise.

2. STRUCTURE AND ORDER OF PRECEDENCE:

2.1 This Agreement comprises this Master Services Agreement and the following Schedules: Schedule 1 (Service Description); Schedule 2 (Service Levels); Schedule 3 (Commercial Terms); Schedule 4 (Content Management Services — Rates), where applicable; and Schedule 5 (Data Processing Addendum).

2.2 In the event of conflict between the body of this Master Services Agreement and any Schedule, the body of this Master Services Agreement prevails, save as provided in Clauses 2.4 and 2.6.

2.3 In the event of conflict between the Schedules, the Schedule bearing the lower number prevails, save as provided in Clause 2.6.

2.4 Schedule 3 (Commercial Terms) prevails to the extent that it expressly varies an identified clause of this Master Services Agreement, where that variation has been agreed in writing and signed by both parties.

2.5 Where a Schedule is referred to in this Agreement but not attached, the parties shall act in good faith to agree and attach it. Pending agreement, the body of this Agreement and any default provisions set out in it apply.

2.6 Schedule 5 (Data Processing Addendum) prevails over the body of this Master Services Agreement and over all other Schedules in respect of the processing of Client Personal Data.

3. APPOINTMENT, EQUIPMENT AND INSTALLATION:

3.1 Appointment

In consideration of the Fees, PHL shall (a) provide the Client with access to the PSDP; (b) rent the Equipment to the Client for the term of this Agreement; and (c) provide the Services described in Schedule 1, subject to the Service Levels in Schedule 2.

3.2 Display hardware excluded

The PSDP comprises only the Equipment that connects to existing displays. It does not include screens, monitors, televisions or any other display hardware, which the Client must acquire separately at its own cost. PHL may assist in sourcing display hardware on request, but such assistance is not included in the Fees unless expressly agreed in writing.

3.3 Title and use

3.3.1 The Equipment remains the property of PHL at all times. The Client acquires no ownership interest in the Equipment at any time.

3.3.2 The Client shall not sell, transfer, pledge, charge or otherwise dispose of, or purport to dispose of, any Equipment.

3.3.3 The Client shall use the Equipment solely for the purpose of operating the PSDP.

3.4 Installation

3.4.1 Installation Services may be performed (a) by the Client, using instructions and materials provided by PHL; (b) by a contractor engaged by the Client; or (c) by a contractor arranged by PHL at the Client's cost, subject to availability and separate quotation.

3.4.2 Where PHL arranges a contractor under Clause 3.4.1(c), PHL shall take reasonable steps to satisfy itself that the contractor is a properly established business which complies with applicable employment and modern slavery legislation.

3.4.3 The cost of displays, mounting brackets, cabling and electrical work is the Client's responsibility and is not included in the Fees unless expressly agreed in writing.

3.5 Equipment faults, repair and replacement

3.5.1 If any item of Equipment fails to operate in accordance with its specification, other than as a result of an act or omission of the Client or a breach by the Client of Clause 7.2, PHL shall repair or replace that item at no cost to the Client within 10 Business Days of being notified of the fault.

3.5.2 Replacement Equipment is subject to the same terms as the Equipment it replaces. It does not attract an additional Fee and does not start a new term.

3.5.3 Where a fault is attributable to the Client, PHL shall replace the item and the Client shall pay the replacement charge set out in Clause 8.4.4.

3.5.4 PHL shall not be required to repair or replace Equipment where the Client has modified, repaired or tampered with it, or has used it otherwise than in accordance with this Agreement.

3.6 Add-On Devices and coterminous renewal

3.6.1 Each Add-On Device forms part of this Agreement and does not create a separate agreement. The Client's device count and the Fees adjust to include the Add-On Device with effect from the date it is enrolled onto the PSDP (its "Enrolment Date"). No further signature is required; enrolment of the device, or an order confirmation by email, is sufficient.

3.6.2 Each Add-On Device is charged at the same per-device Fee then applying to the Client's Enrolled Devices (and not at PHL's list rate), on the same terms as that existing Equipment, and is invoiced in line with the Client's existing payment cycle. That per-device Fee applies to the Add-On Device until the next Renewal Date, at which point Clauses 3.6.3 and 3.6.5 apply. Following any review of the Fees under Clause 5.4, the Add-On Device is charged at the reviewed per-device Fee from the same date as all other Equipment, so that the Client pays a single uniform per-device Fee across all Enrolled Devices from each Renewal Date.

3.6.3 So that all Equipment renews on a single Renewal Date, each Add-On Device is aligned to the Renewal Date at the next renewal of this Agreement. Where the Client has already paid for any part of an Add-On Device's initial 12-month term falling on or after that Renewal Date (the "Carried-Over Period"), the renewal Fees shall be reduced by a credit equal to the Fees already paid in respect of the Carried-Over Period. The credit is shown as a discount on the renewal invoice and applies once, at the first Renewal Date following the Enrolment Date.

3.6.4 Example (illustrative only, and not forming part of the operative terms): a device enrolled on 1 May, under an Agreement renewing on 1 November, will have been paid for to 30 April the following year. At the 1 November renewal the Agreement renews for all devices for 12 months and the Client receives a credit of six months' per-device Fee against the renewal Fees. Thereafter the device renews annually with all other Equipment.

3.6.5 From the first Renewal Date after its Enrolment Date, each Add-On Device is treated identically to all other Equipment for the purposes of Fees, term, renewal and termination, so that the Client pays a single uniform per-device Fee across all Enrolled Devices.

4. THE SERVICES:

4.1 Subject to payment of the Fees and compliance with this Agreement, PHL shall provide the Services described in Schedule 1.

4.2 The Services are subject to the Service Levels in Schedule 2. Where Schedule 2 identifies a commitment as binding, failure to meet it is a breach of this Agreement and the remedies stated in that Schedule apply. Where Schedule 2 expressly identifies a target as aspirational, PHL's obligation is to use reasonable endeavours to meet it and failure to do so is not, of itself, a breach.

4.3 PHL may make changes to the PSDP which do not materially reduce its functionality. PHL shall give the Client reasonable notice of any change which will materially affect the Client's use of the Services.

4.4 PHL shall use reasonable endeavours to schedule planned maintenance outside normal business hours and to give the Client at least 5 Business Days' notice of it.

5. FEES AND PAYMENT:

5.1 Subscription Fees

The Client shall pay the Fees set out in Schedule 3, payable either monthly in advance or annually in advance.

5.2 First-year annual payment discount

5.2.1 A Client paying for the first year annually in advance receives a discount of 3% on the first year's Fees. The discount applies to the first 12-month period only; Renewal Terms are charged at the full annual Fees (as reviewed under Clause 5.4).

5.2.2 If that first annual payment becomes overdue and charges are incurred under Clause 5.7, the discount ceases to apply and the Client is liable for the full undiscounted amount together with those charges.

5.3 Payment terms

5.3.1 Invoices are payable within 28 days of the date of invoice, or such other period as is stated in Schedule 3.

5.3.2 Payment shall be made by bank transfer, direct debit, or such other method as PHL agrees in writing.

5.3.3 All sums payable under this Agreement shall be paid in full without set-off, counterclaim, deduction or withholding, except as required by law.

5.4 Annual Fee review

5.4.1 PHL may increase the Fees once in each 12-month period by the lower of (a) 4%, and (b) the percentage increase in the UK Consumer Prices Index (all items) over the preceding 12 months. The Fees will not be reduced under this Clause.

5.4.2 PHL shall give the Client at least 60 days' written notice of any increase, which takes effect from the start of the next Renewal Term.

5.4.3 If the Client does not accept the revised Fees, it may give notice of non-renewal under Clause 8.1.2.

5.4A Extraordinary Cost Adjustment

5.4A.1 In addition to Clause 5.4, PHL may propose an out-of-cycle increase in the Fees (an "Extraordinary Cost Adjustment") where there is (a) a material change in regulatory obligations affecting PHL's cost base; (b) an abnormal increase in hardware, infrastructure or insurance costs falling outside ordinary inflation; (c) a material increase in mandatory third-party costs not adequately addressed by Clause 5.5; or (d) another event materially affecting PHL's cost of providing the Services.

5.4A.2 In proposing an Extraordinary Cost Adjustment PHL shall (a) give at least 90 days' written notice before it takes effect; (b) provide a reasonable written explanation of the cost driver; and (c) set the increase no higher than is reasonably necessary to recover the incremental cost.

5.4A.3 If the Client does not accept the proposed adjustment it may terminate this Agreement by written notice given within 30 days of receiving PHL's notice. On such termination the Client remains liable only for (a) Fees accrued to the date of termination; (b) outstanding interest and charges under Clause 5.7; and (c) its obligations under Clause 8.4. The Termination Sum does not apply, and the adjusted Fees do not take effect during the notice period.

5.4A.4 No Extraordinary Cost Adjustment may take effect during the first 12 months from the Commencement Date.

5.4A.5 This Clause addresses genuine cost shocks and shall not be used as a substitute for the review in Clause 5.4.

5.4A.6 Clause 16 (Force Majeure) provides relief from performance obligations; this Clause addresses recovery of sustained cost increases. The two operate independently.

5.5 Third-Party Services

5.5.1 Certain Services or features may rely on Third-Party Services which have their own pricing and terms.

5.5.2 Fees charged by third-party providers in respect of Third-Party Services used by the Client are passed through to the Client at cost. PHL shall provide reasonable evidence of the underlying cost on the Client's written request.

5.5.3 PHL shall notify the Client of any increase in third-party costs as soon as reasonably practicable, and the increase applies from the date notified. Where pass-through increases exceed 10% in any 12-month period, the Client may terminate the affected Third-Party Service on 30 days' written notice without penalty.

5.5.4 PHL is not liable for cost increases or service changes imposed by third-party providers, save to the extent caused by PHL's own breach or negligence.

5.6 Content Management Services

5.6.1 PHL may provide Content Management Services at the Client's request, at the rates agreed in accordance with Schedule 4. Those rates are subject to review under Clause 5.4.

5.6.2 Content Management Services comprise the uploading and configuration of content supplied by the Client in a ready-to-upload format. PHL is not responsible for creating, designing or sourcing content.

5.6.3 Content Management Services are invoiced separately and are payable within 28 days of invoice.

5.7 Late payment

5.7.1 If any sum is not paid when due, PHL is entitled to interest on the overdue sum at 8% per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment in full.

5.7.2 PHL is also entitled to the fixed sum payable under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of each overdue invoice.

5.7.3 In addition, and by way of the reasonable costs of recovery to which PHL is entitled under that Act, PHL may charge an administrative fee of £50 per overdue invoice, representing its reasonable costs of credit control and collection. The fixed sum payable under Clause 5.7.2 is credited against that fee, so that the total charged in respect of any one invoice does not exceed £50.

5.7.4 The administrative fee becomes payable when an invoice is 10 days overdue.

5.7.5 PHL may suspend or deactivate the Services for non-payment in accordance with Clause 7.6, and not otherwise.

5.8 Payment in advance

5.8.1 Where, in PHL's reasonable opinion, the Client's payment history or financial position gives rise to a material risk of non-payment, PHL may require payment of up to 50% of the Fees in advance before commencing or continuing the Services.

5.8.2 PHL shall notify the Client in writing of any such requirement, stating the amount, the reason and the timing.

5.8.3 Any sum paid in advance is offset against Fees as subsequently invoiced.

6. PHL'S OBLIGATIONS, WARRANTIES AND INSURANCE:

6.1 Confidentiality

6.1.1 Each party shall keep confidential all information of a confidential nature disclosed to it by the other party, and shall not disclose it except (a) to its personnel and professional advisers who need to know it and who are bound by equivalent obligations; or (b) as required by law, court order or regulatory authority.

6.1.2 This Clause does not apply to information which is or becomes public through no breach of this Agreement, which was lawfully known to the recipient before disclosure, or which is independently developed without reference to the disclosed information.

6.1.3 This Clause is reciprocal and survives termination for a period of 5 years.

6.2 Standard of service

PHL shall provide the Services with reasonable care, skill and diligence, using appropriately qualified and experienced personnel.

6.3 Data protection

6.3.1 PHL shall comply with all applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. PHL is registered with the Information Commissioner's Office under registration number ZC087012.

6.3.2 Roles of the parties:

- (a) PHL acts as data controller in respect of personal data it collects in connection with the Services where it determines the purposes and means of processing, including business contact details of the Client's personnel, account login credentials, technical and usage data, support communications, and billing and payment data. PHL's processing of such data as controller is governed by the Privacy Policy.
- (b) PHL acts as data processor in respect of Client Personal Data. The Client is the data controller for Client Personal Data.

6.3.3 The detailed terms governing PHL's processing of Client Personal Data as data processor — including technical and organisational measures, sub-processor arrangements, breach notification, audit rights, and return or deletion of data on termination — are set out in Schedule 5 (Data Processing Addendum), which forms part of this Agreement.

6.3.4 Client responsibilities. The Client shall (a) ensure that any personal data it displays or processes via the Services complies with applicable data protection laws; (b) maintain appropriate privacy notices for individuals whose personal data may be visible in displayed content; (c) inform its personnel that their business contact details will be provided to PHL and processed by PHL as controller in accordance with the Privacy Policy; and (d) not use the Services in a manner that breaches data protection laws or the rights of data subjects.

6.3.5 Nothing in this Clause 6.3 or in Schedule 5 reduces PHL's liability for a breach of data protection obligations arising from PHL's negligence or wilful default. PHL is not liable for a breach arising from the Client's instructions, Client Content, or the Client's use of the Services.

6.4 Right to provide the Services

PHL warrants that it has the right to provide the Services and to grant the Client the use of the Equipment and the software platform for the term of this Agreement, and that the Services as provided by PHL do not infringe the intellectual property rights of any third party.

6.5 Insurance

6.5.1 PHL shall maintain, with a reputable insurer, (a) public liability insurance of not less than [£5,000,000]; (b) professional indemnity insurance of not less than [£1,000,000]; and (c) cyber liability insurance of not less than [£100,000].

6.5.2 PHL shall provide reasonable evidence of that cover to the Client on written request, and shall notify the Client if the cover lapses or is materially reduced.

6.6 Anti-bribery

6.6.1 Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall maintain policies and procedures adequate to ensure compliance.

6.6.2 Each party shall promptly notify the other of any request for an undue financial or other advantage received in connection with this Agreement.

6.7 Modern slavery

6.7.1 Each party shall comply with all applicable laws relating to slavery and human trafficking, including the Modern Slavery Act 2015, and shall not engage in any activity or practice which constitutes an offence under sections 1, 2 or 4 of that Act.

6.7.2 Each party shall take reasonable steps to ensure that there is no slavery or human trafficking in its supply chains, and shall notify the other promptly on becoming aware of any actual or suspected breach in connection with this Agreement.

6.7.3 Breach of this Clause 6.7 is a material breach for the purposes of Clause 8.2.1.

7. THE CLIENT'S OBLIGATIONS:

7.1 Payment

The Client shall pay all Fees and other sums in accordance with Clause 5.

7.2 Care of Equipment

7.2.1 The Client shall (a) take reasonable care of the Equipment and use it only for its intended purpose; (b) not modify, repair or tamper with the Equipment; (c) keep the Equipment in a secure location and protect it from damage, theft and loss; and (d) notify PHL promptly if any Equipment is lost, stolen or damaged.

7.2.2 The Client is liable for loss of or damage to the Equipment occurring while the Equipment is at the Client's risk under Clause 7.2.3, other than loss or damage caused by a defect in the Equipment or by PHL's own act or omission.

7.2.3 Risk in each item of Equipment passes to the Client on delivery and remains with the Client until the Equipment is returned to and received by PHL under Clause 8.4. The Client shall keep the Equipment insured against loss and damage for its full replacement value and shall provide evidence of that cover on PHL's written request. Title does not pass to the Client at any time.

7.2.4 The Client shall not permit the Equipment to become a fixture, or to become subject to any lien, charge, distraint or other encumbrance, and shall notify PHL promptly if any third party asserts a claim over the Equipment or if any insolvency process is commenced in respect of the Client.

7.2.5 The Client shall, on reasonable notice and during normal business hours, permit PHL access to the premises where the Equipment is located for the purposes of inspecting, maintaining, repairing or recovering it.

7.2.6 Operating environment. The Client shall install, keep and operate the Equipment within the operating conditions set out in Schedule 1 (Service Description) or otherwise reasonably specified by PHL, and in particular shall (a) keep the Equipment away from significant sources of heat and direct sunlight, and protect it from extreme temperatures that may damage it or impair its performance; and (b) ensure that the Equipment has adequate ventilation and airflow and is not positioned or enclosed in a way that restricts airflow or causes it to overheat.

7.2.7 Where PHL reasonably considers that the location or installation of any Equipment does not provide adequate airflow or temperature control, PHL may recommend modifications to improve it (such as improving ventilation or repositioning the Equipment). Any such modifications relate to the installation environment and not to the Equipment itself, and are carried out at the Client's expense. If the Client does not implement a modification reasonably recommended under this Clause within a reasonable period, then, to the extent that any fault, failure or reduced performance of the Equipment is caused by inadequate airflow or temperature at its location: (a) it is not a breach by PHL and does not count against any Service Level; (b) PHL is not required to repair or replace the affected Equipment at its own cost under Clause 3.5, and any replacement is chargeable under Clause 3.5.3; and (c) the Client may not bring a claim against PHL in respect of that fault, failure or reduced performance, and the Client remains liable for the Fees.

7.3 Connectivity

7.3.1 The Client is responsible for providing a suitable internet connection and network infrastructure to enable the Equipment to function.

7.3.2 PHL is not responsible for issues arising from inadequate internet speed, network configuration, or third-party network failures.

7.3.3 Where PHL reasonably considers that the Client's internet connection or network infrastructure is inadequate for the Equipment or the Services to perform properly, PHL may recommend improvements (such as a wired connection, relocation or replacement of the router or access point, or additional network capacity). Any such improvements are made at the Client's expense. If the Client does not implement an improvement reasonably recommended under this Clause within a reasonable period, then, to the extent that any fault, failure or reduced performance of the Equipment or the Services is caused by the inadequacy of the Client's connection or network: (a) it is not a breach by PHL and does not count against any Service Level; (b) PHL is not required to repair, replace or otherwise remedy the affected Equipment or Services at its own cost; and (c) the Client may not bring a claim against PHL in respect of that fault, failure or reduced performance, and the Client remains liable for the Fees.

7.4 Client Content

7.4.1 The Client is solely responsible for all Client Content.

7.4.2 The Client warrants that Client Content complies with all applicable laws and does not infringe the rights of any third party.

7.4.3 PHL does not review, monitor or approve Client Content and is not liable for it.

7.5 Acceptable use

7.5.1 The Client shall not, and shall not permit any person to, use the Services or the Equipment to (a) carry on any unlawful activity; (b) display or transmit material which is defamatory, obscene, indecent, threatening, discriminatory, or which promotes terrorism, hatred or violence; (c) display or transmit material which infringes the intellectual property, privacy or other rights of any third party; (d) transmit malware or other harmful code; (e) attempt to gain unauthorised access to PHL's systems or those of any third party; or (f) resell, sub-licence or otherwise make the Services available to any third party except as expressly permitted by this Agreement.

7.5.2 PHL may suspend the Services, or remove or disable access to particular Client Content, where PHL reasonably believes that Clause 7.5.1 has been breached. PHL shall notify the Client of any such action as soon as reasonably practicable and shall restore the Services once the breach has been remedied.

7.5.3 Where the breach is capable of remedy and does not present an immediate risk to PHL, any third party or the public, PHL shall give the Client a reasonable opportunity to remedy it before suspending the Services.

7.6 Non-payment and suspension

7.6.1 If payment remains outstanding 30 days after the due date, PHL shall begin sending email reminders to the Client.

7.6.2 Reminders shall continue for a further 10 days.

7.6.3 If payment remains outstanding 40 days after the due date, PHL may, on not less than 5 Business Days' further written notice, (a) deactivate the Equipment remotely; (b) suspend the Client's access to the PSDP and the Services; (c) terminate this Agreement by written notice with immediate effect; and (d) invoice the Client for the Termination Sum.

7.6.4 Termination under this Clause does not relieve the Client of its obligations in respect of outstanding Fees, the Termination Sum, interest and charges accrued under Clause 5.7, the return of Equipment under Clause 8.4, or PHL's reasonable costs of recovering sums owed.

7.6.5 Where the Client pays all outstanding sums after deactivation, PHL may (but is not obliged to) reactivate the Equipment and restore access on payment of a reactivation fee of £100, representing the administrative and technical cost of restoring service.

7.7 Account security

7.7.1 The Client is responsible for maintaining the security of its account credentials, for ensuring that credentials are not shared, and for all activity carried out using its account.

7.7.2 Once PHL makes multi-factor authentication available on the PSDP, the Client shall ensure that all users enrol in and use it, and PHL may require such enrolment as a condition of access to the PSDP.

7.7.3 PHL is not liable for unauthorised access to the Client's account, or for any consequence of it, except to the extent caused by a failure of PHL's own security measures or by PHL's breach or negligence.

7.8 Cooperation

The Client shall provide reasonable cooperation to enable PHL to perform its obligations, including providing access, information and approvals as reasonably requested.

7.9 Status

The Client warrants that it enters into this Agreement in the course of its business and not as a consumer, and that the individual signing has authority to bind it.

8. TERM, TERMINATION AND RETURN OF EQUIPMENT:

8.1 Term and renewal

8.1.1 This Agreement begins on the Commencement Date and continues for an initial term of 12 months, unless a different period is stated in Schedule 3 (the "Initial Term").

8.1.2 After the Initial Term this Agreement renews automatically for successive 12-month Renewal Terms, unless either party gives at least 60 days' written notice of non-renewal before the end of the then-current term.

8.1.3 No early termination is permitted during the Initial Term except under Clause 5.4A.3, Clause 8.2, Clause 8.7, Clause 4.4.2 of Schedule 5, or by written agreement of both parties.

8.2 Termination for cause

8.2.1 Either party may terminate this Agreement immediately by written notice if the other commits a material breach which is capable of remedy and fails to remedy it within 14 days of written notice specifying the breach and requiring it to be remedied.

8.2.2 Either party may terminate this Agreement immediately by written notice if the other commits a material breach which is not capable of remedy.

8.2.3 Either party may terminate this Agreement immediately by written notice if the other ceases to carry on business or a substantial part of it, becomes insolvent, enters into an arrangement with its creditors, or is subject to any insolvency, administration or winding-up process.

8.2.4 Where the Client terminates under Clause 8.2.1 or 8.2.2 for PHL's material breach, the Client is entitled to a pro-rata refund of Fees paid in advance in respect of the period after termination, and the Termination Sum does not apply.

8.2.5 Where PHL terminates under this Clause 8.2 (other than for non-payment, which is dealt with under Clause 7.6), the Client remains liable for the Termination Sum and for its obligations under Clause 8.4.

8.3 Early termination by the Client

If the Client terminates this Agreement otherwise than under Clause 5.4A.3, Clause 8.2 or Clause 8.7, the Client remains liable for the Termination Sum and for its obligations under Clause 8.4.

8.4 Return of Equipment

8.4.1 On termination or expiry of this Agreement for any reason, the Client shall return all Equipment and supplied accessories to PHL within 30 days.

8.4.2 Equipment must be returned in good working condition (fair wear and tear excepted) and securely packaged.

8.4.3 The Client is responsible for the cost of return unless PHL agrees otherwise in writing.

8.4.4 If any item of Equipment is not returned within 30 days, the Client shall pay PHL £175 for that item, comprising approximately £150 in replacement cost and £25 in administrative cost.

8.4.5 The parties agree that the charge in Clause 8.4.4 protects PHL's legitimate interest in the recovery of Equipment which it owns and in the administrative cost of pursuing it, and is not out of all proportion to that interest.

8.4.6 Payment of the charge does not transfer ownership. PHL may pursue recovery of the Equipment in addition to charging it. Where Equipment is subsequently returned in working condition, PHL shall refund the £150 replacement element but not the £25 administrative element.

8.4.7 The Client shall cooperate reasonably in arranging return, including packaging the Equipment securely and providing dispatch or tracking details. Equipment shall be returned to PHL's registered office, or to such other UK address as PHL notifies in writing. Failure to cooperate does not extend the 30-day period.

8.5 Termination Sum

8.5.1 The "Termination Sum" is the aggregate of: (a) all Fees accrued to the date of termination; (b) all outstanding interest and charges under Clause 5.7; (c) an early termination charge equal to the lesser of (i) 3 months of the Monthly Charge, or 25% of the annual Fee where Fees are paid annually, and (ii) the Fees that would have been payable for the remainder of the then-current Initial Term or Renewal Term; and (d) any unavoidable third-party costs already committed by PHL as at the date of termination, without management uplift.

8.5.2 The parties agree that the early termination charge protects PHL's legitimate interest in performance of the full term, including committed costs, lost revenue and the cost of redeploying resources, and is not out of all proportion to that interest.

8.5.3 Where PHL is able to mitigate its loss, including by redeploying resources to other clients, PHL shall apply that mitigation to reduce the Termination Sum on a reasonable basis.

8.6 Exit and return of Client Content

8.6.1 For 30 days following termination or expiry, PHL shall maintain the Client's access to the PSDP for the sole purpose of exporting Client Content, or shall provide the Client with an export of Client Content in a commonly used format, provided that all sums due to PHL have been paid.

8.6.2 After that 30-day period PHL may delete Client Content from its live systems. Client Content held in routine backups is deleted in accordance with PHL's ordinary backup cycle.

8.6.3 The return or deletion of Client Personal Data is governed by Schedule 5.

8.7 Termination for prolonged Force Majeure

Either party may terminate under Clause 16.3.

8.8 Survival

The following provisions survive termination or expiry: Clause 5 (in respect of accrued sums), Clause 6.1 (Confidentiality), Clause 6.3 and Schedule 5 (for so long as PHL retains or processes any Client Personal Data), Clause 8.4, Clause 8.5, Clause 8.6, Clause 10, Clause 14, Clause 15, Clause 17, and any other provision which by its nature is intended to survive.

9. VALUE ADDED TAX:

9.1 All Fees and other sums payable under this Agreement are exclusive of VAT, which shall be added at the applicable rate and paid by the Client.

9.2 PHL's VAT registration number is 513807013.

10. NON-SOLICITATION:

10.1 During this Agreement and for 12 months afterwards, neither party shall, without the other's prior written consent, solicit or entice away, or endeavour to solicit or entice away, any employee or contractor of the other with whom it has had material contact in connection with this Agreement, or encourage any such person to leave their employment or engagement.

10.2 This Clause does not prevent either party from responding to a general advertisement not specifically targeted at the other's personnel, or from engaging a person who approaches them on their own initiative without solicitation.

11. ENTIRE AGREEMENT:

11.1 This Agreement, including its Schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and arrangements, whether written or oral, relating to its subject matter.

11.2 Each party acknowledges that it has not relied on any statement, representation, warranty or undertaking not expressly set out in this Agreement.

11.3 Nothing in this Clause excludes or limits liability for fraud or fraudulent misrepresentation.

11.4 This Clause does not exclude PHL's Terms and Conditions as published on PHL's website from time to time, which govern the Client's use of PHL's website and, to the extent not addressed by this Agreement, the Client's use of the PSDP. Where there is any conflict in relation to the Services, this Agreement prevails. Those Terms and Conditions govern the Client's use of PHL's website and do not vary, add to or reduce the parties' rights and obligations under this Agreement in relation to the Services.

12. NOTICES:

12.1 A notice under this Agreement shall be in writing and delivered by hand, sent by prepaid first-class post, or sent by email to the address notified by the receiving party for that purpose.

12.2 A notice is deemed received (a) if delivered by hand, at the time of delivery; (b) if sent by post, at 9.00 am on the second Business Day after posting; and (c) if sent by email, at the time of transmission, or, where transmission occurs after 5.00 pm on a Business Day or on a day which is not a Business Day, at 9.00 am on the next Business Day.

12.3 Clause 12.2(c) does not apply where the sender receives an automated message indicating that the email has not been delivered.

12.4 Notices to PHL shall be sent to The Directors, Pinage Holdings Ltd, Kinetic Centre, Theobald Street, Borehamwood, Hertfordshire, WD6 4PJ, and by email to legal@pinage.co.uk. Notices to the Client shall be sent to the address and email address stated in Schedule 3.

12.5 This Clause does not apply to the service of proceedings or other documents in any legal action.

13. ASSIGNMENT AND SUB-CONTRACTING:

13.1 Neither party may assign or transfer its rights or obligations under this Agreement without the other's prior written consent, such consent not to be unreasonably withheld or delayed.

13.2 PHL may assign or transfer this Agreement to any member of its group, or to a purchaser of the whole or substantially the whole of its business, without the Client's consent, provided that the assignment does not materially reduce the Client's rights under this Agreement.

13.3 PHL may sub-contract the performance of any of the Services, provided that PHL remains responsible for the acts and omissions of its sub-contractors as if they were its own. The engagement of sub-processors of Client Personal Data is governed by Clause 4.4 of Schedule 5.

13.4 Novation. Where PHL transfers its business or undertaking to which this Agreement relates, or assigns or transfers this Agreement under Clause 13.2, the Client shall, at PHL's request, promptly enter into a novation agreement under which the transferee assumes PHL's rights and obligations under this Agreement in place of PHL, provided that the transferee agrees to be bound by this Agreement and the novation does not materially reduce the Client's rights. The Client may not novate this Agreement, or transfer the burden of any of its obligations, without PHL's prior written consent.

14. LIMITATION OF LIABILITY:

14.1 Liability which is not excluded

Neither party excludes or limits its liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title); or (d) any other liability which cannot lawfully be excluded or limited.

14.2 Excluded loss

Subject to Clause 14.1, neither party is liable to the other, whether in contract, tort (including negligence), under statute or otherwise, for loss of profit, revenue, anticipated savings, opportunity, business, contracts or goodwill, or for any indirect or consequential loss, in each case whether direct or indirect.

14.3 Cap on liability

14.3.1 Subject to Clauses 14.1, 14.2 and 14.3.2, PHL's total liability for all claims arising under or in connection with this Agreement (including Schedule 5) shall not exceed the greater of £10,000 and 100% of the Fees paid by the Client in the 12 months preceding the first event giving rise to the claim.

14.3.2 Subject to Clause 14.1, PHL's total liability for (a) breach of Clause 6.1 (Confidentiality) and (b) breach of Clause 6.3 or Schedule 5 shall not exceed £25,000 in aggregate. This Clause 14.3.2 operates in place of, and not in addition to, the cap in Clause 14.3.1 in respect of such claims.

14.3.3 The caps in Clauses 14.3.1 and 14.3.2 apply to all claims in aggregate, regardless of the number of incidents or causes of action.

14.4 Exclusion of implied terms

Except as expressly set out in this Agreement, all conditions, warranties and terms implied by statute, common law or otherwise, including those implied by sections 3, 4 and 9 of the Supply of Goods and Services Act 1982, are excluded to the fullest extent permitted by law.

14.5 Data and backups

14.5.1 PHL shall take reasonable steps to safeguard Client Content in accordance with Clause 6.3 and Schedule 5.

14.5.2 Other than the backups described in Annex 2 to Schedule 5, PHL is not responsible for backing up Client Content, and gives no warranty as to the availability or completeness of those backups for the Client's own restoration purposes. The Client is strongly advised to maintain its own backups of all important content and data.

14.5.3 The Client acknowledges that Client Content is uploaded to the PSDP by or on behalf of the Client from the Client's own sources, that the Client retains those sources, and that the PSDP is not intended to be, and must not be relied on as, the Client's sole copy, system of record, or backup or archival service for Client Content. The Client remains responsible for retaining and backing up its own copies of all Client Content.

14.6 Severability of this Clause

If any provision of this Clause 14 is held to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of this Clause shall continue to apply.

14.7 Reasonableness

The parties acknowledge that the provisions of this Clause 14 are reasonable, having regard to the Fees payable, the availability of insurance to each party, and the allocation of risk agreed between them.

15. GOVERNING LAW AND JURISDICTION:

15.1 This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by and construed in accordance with the law of England and Wales.

15.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15.3 Before commencing proceedings, the parties shall each nominate a senior representative who shall meet (in person or remotely) within 14 days of a written request by either party, and shall attempt in good faith to resolve the dispute. This Clause does not prevent either party from seeking injunctive relief at any time.

16. FORCE MAJEURE:

16.1 Neither party is liable for any failure or delay in performing its obligations under this Agreement caused by an event beyond its reasonable control, including acts of God, flood, fire, earthquake or other natural disaster; war, terrorism, riot or civil unrest; epidemic or pandemic; strikes or industrial action; failure of third-party services or infrastructure; and governmental restrictions or regulations. The Client's obligation to pay Fees already accrued is not suspended by this Clause.

16.2 The affected party shall give prompt written notice of the event and shall use reasonable endeavours to mitigate its effect and to resume performance as soon as practicable.

16.3 If a force majeure event continues for more than 90 days, either party may terminate this Agreement by written notice without liability, save that accrued obligations and the obligations in Clause 8.4 remain enforceable and the Client is entitled to a pro-rata refund of Fees paid in advance for the period after termination.

16.4 This Clause provides relief from performance obligations and does not entitle PHL to recover increased costs. Recovery of such costs is addressed under Clauses 5.4 and 5.4A.

17. CLIENT CONTENT, INTELLECTUAL PROPERTY AND INDEMNITY:

17.1 Client Content

17.1.1 As between the parties, the Client owns all rights in Client Content.

17.1.2 The Client grants PHL a non-exclusive, royalty-free licence for the term of this Agreement to host, store, transmit, back up, reproduce and display Client Content, and to sub-licence those rights to PHL's hosting providers and sub-contractors, in each case solely to the extent necessary to provide the Services.

17.1.3 PHL may access Client Content only when providing Content Management Services, when providing technical support at the Client's request, where necessary to investigate a suspected breach of Clause 7.5, or where required by law.

17.2 PHL's intellectual property

17.2.1 PHL retains all intellectual property rights in the PSDP, including the software platform, Equipment firmware, and any materials provided to the Client.

17.2.2 PHL grants the Client a non-exclusive, non-transferable licence to use the PSDP solely for the purposes of this Agreement and for its term.

17.2.3 The Client shall not reverse-engineer, decompile or attempt to derive the source code of the software platform or any component of the PSDP, except to the extent that such restriction is prohibited by law.

17.3 Aggregated data

PHL may collect and use technical and usage data relating to the operation of the Services in aggregated and anonymised form, which does not identify the Client or any individual, for the purposes of operating, maintaining, securing and improving the Services. Nothing in this Clause permits PHL to use Client Content or Client Personal Data for those purposes.

17.4 Content liability

The Client is solely responsible for all Client Content. PHL has no responsibility or liability for the nature, legality or appropriateness of Client Content; for any infringement of third-party rights arising from Client Content; or for any harm, loss or damage caused to any person by Client Content.

17.5 Client indemnity

17.5.1 The Client shall indemnify PHL against all claims, liabilities, damages, losses and reasonable costs and expenses (including reasonable legal fees) arising from (a) Client Content; (b) breach of Clause 7.4 or Clause 7.5; (c) unauthorised access to the Client's account resulting from the Client's failure to comply with Clause 7.7; or (d) any breach of law or infringement of third-party rights arising from the Client's use of the PSDP, the Services or the Equipment.

17.5.2 PHL holds the benefit of the indemnity in Clause 17.5.1 on trust for its directors, officers, employees and agents, and may enforce it on their behalf.

17.5.3 PHL shall notify the Client promptly of any claim to which the indemnity applies, shall not settle it without the Client's consent (not to be unreasonably withheld), and shall give the Client reasonable assistance in defending it at the Client's cost.

17.5.4 The Client's total liability under the indemnity in Clause 17.5.1 shall not exceed £50,000 in aggregate. This limit does not apply to any liability which cannot lawfully be excluded or limited, and does not limit the Client's obligation to pay Fees or other sums properly due under this Agreement.

17.6 PHL indemnity

PHL shall indemnify the Client against any claim that the Services, as provided by PHL and used in accordance with this Agreement, infringe the intellectual property rights of a third party, subject to the caps in Clause 14.3. This indemnity does not apply to claims arising from Client Content, from the Client's modification of the Services, or from use of the Services in combination with anything not supplied by PHL.

18. SUPPORT:

18.1 Support requests must be submitted by email to support@pinage.co.uk or through the support portal at: https://linktr.ee/pinagecommunity

18.2 Contacting PHL personnel by personal telephone, mobile, messaging application or social media does not constitute a support request and will not be prioritised. Any such contact must be submitted through a recognised channel to be treated as a support request.

18.3 PHL is not responsible for delays arising from the use of channels other than those in Clause 18.1.

18.4 Response and resolution targets are set out in Schedule 2.

19. DEEMED ACCEPTANCE:

19.1 If the Client receives, installs or uses any Equipment, accesses or uses the Services, or makes any payment to PHL without having signed and returned this Agreement, the Client is deemed to have accepted and to be bound by this Agreement with effect from the earliest of those events.

19.2 Where Clause 19.1 applies, the Commencement Date is the date of deemed acceptance.

19.3 The parties shall use reasonable endeavours to sign and return this Agreement within 10 Business Days of the Commencement Date. Failure by the Client to sign does not relieve it of any obligation arising from its use of the Services or the Equipment.

20. VARIATION AND UPDATES:

20.1 No variation of this Agreement is effective unless it is in writing and signed by both parties, except as provided in Clauses 5.4, 5.4A and 20.2.

20.2 PHL may update the following from time to time without the Client's signature, on giving the Client at least 30 days' written notice: (a) the support channels in Clause 18.1; (b) technical specifications and system requirements; (c) the technical and organisational measures described in Schedule 5, provided the overall level of protection is not materially reduced; and (d) the Privacy Policy and Cookie Policy. Each such change is also identified by an updated version number and date on the current version of this Agreement.

20.3 Any variation which materially and adversely affects the Client's rights or obligations requires the Client's express written acceptance.

20.4 Continued use of the Services following notice of a change permitted by Clause 20.2 constitutes acceptance of that change.

21. PUBLICATION:

21.1 A current version of this Agreement may be published at www.pinage.co.uk/masterservicesagreement. Updated versions are identified by version number and date and published at the same address.

21.2 PHL shall retain, and make available to the Client on request, a copy of the version of this Agreement in force at the date the Client entered into it.

21.3 The Privacy Policy is published at www.pinage.co.uk/privacypolicy.

21.4 The Cookie Policy is published at www.pinage.co.uk/cookiepolicy.

22. GENERAL:

22.1 Severance

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the provision shall be deemed deleted. Any modification or deletion under this Clause does not affect the validity of the remainder of this Agreement.

22.2 Waiver

No failure or delay by either party in exercising any right or remedy is a waiver of that or any other right or remedy, and no single or partial exercise prevents any further exercise. A waiver is effective only if given in writing.

22.3 Third-party rights

Except as provided in Clause 17.5.2, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

22.4 No partnership or agency

Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the parties.

22.5 Cumulative remedies

The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

22.6 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed constitutes a duplicate original, and all of which together constitute one agreement. Transmission of an executed counterpart by email is effective execution.

22.7 Further assurance

Each party shall, at the other's reasonable request and cost, do all such acts and execute all such documents as are reasonably necessary to give full effect to this Agreement.

EXECUTION:

This Agreement may be executed by signing Schedule 3 (Commercial Terms), which incorporates this Master Services Agreement and the other Schedules by reference. Alternatively, the parties may sign below.

SIGNED for and on behalf of **PINAGE HOLDINGS LTD:**

Name: ____________________________________

Position: ____________________________________

Date: ____________________________________

Signature: ____________________________________

SIGNED for and on behalf of **[CLIENT NAME]:**

Name: ____________________________________

Position: ____________________________________

Date: ____________________________________

Signature: ____________________________________

SCHEDULE 1 — SERVICE DESCRIPTION:

Reference: Clauses 3.1, 4.1

This Schedule sets out the Services provided by PHL under this Agreement.

1. Software Platform and Hardware

- PHL shall provide the Client with access to the PSDP, including the proprietary digital signage software platform and the Equipment (Raspberry Pi units and associated hardware), for the duration of this Agreement.
- The software enables the Client to manage and display content on connected displays via a simplified dashboard interface.
- Display hardware (screens, monitors, TVs) is not included and must be provided by the Client (see Clause 3.2 of the Master Services Agreement).

2. Software Updates

- Software updates and new features for the PSDP are included in the Fees and shall be provided automatically to the Equipment.
- PHL shall use reasonable efforts to ensure updates do not disrupt the Client's use of the Services, but cannot guarantee uninterrupted service during update periods.

3. Initial Training

- PHL shall provide initial training to the Client on how to use the PSDP, which may be delivered remotely or via instructional materials.
- Training is provided once at the commencement of the Agreement. Additional training may be provided at PHL's discretion or at an additional charge.

4. Device Enrolment Assistance

- PHL shall provide instructions and/or video guides to assist the Client or their contractor with enrolling Equipment onto the PSDP.
- PHL may provide remote assistance with device enrolment as part of the core Services.

5. Exclusions from Services

The following are excluded from the Services unless expressly agreed in writing and subject to additional charges:

- Physical installation of Equipment or displays, unless arranged separately under Clause 3.4 of the Master Services Agreement;
- Electrical work, cabling, mounting, or any other work required to prepare the installation site;
- Provision, supply, or maintenance of displays (TVs, monitors, etc.);
- Creation, design, or sourcing of content for display;
- Uploading or configuring content, unless Content Management Services are purchased separately (see Clause 5.6 of the Master Services Agreement);
- Repair or replacement of Equipment damaged by misuse, negligence, accident, or unauthorised modification;
- Issues arising from the Client's internet connection, network infrastructure, or third-party services;
- On-site visits, unless expressly agreed and quoted separately.

6. Operating Environment and Site Conditions

The Client shall prepare and maintain the installation site so that the Equipment is kept within the operating conditions set out below, in accordance with Clauses 7.2.6 and 7.2.7 of the Master Services Agreement. The consequences of not maintaining these conditions — including where the Client does not implement airflow or temperature improvements reasonably recommended by PHL — are set out in Clause 7.2.7 of the Master Services Agreement.

- Operating temperature range: 0°C to 40°C ambient. The Equipment is rated by its manufacturer for ambient temperatures up to 50°C, but PHL specifies a maximum of 40°C for continuous operation to allow adequate thermal headroom.
- Minimum clearance and ventilation for airflow: 50mm clearance on all sides whilst mounted, in a location with free air circulation. The Equipment must not be installed in a sealed or unventilated enclosure, cavity or cabinet, and must not be mounted directly against or immediately behind a display or other heat-generating equipment without dedicated ventilation.
- The Equipment must be kept away from significant sources of heat and from direct sunlight, and must not be enclosed or positioned in a way that restricts airflow or causes it to overheat.

SCHEDULE 2 — SERVICE LEVELS:

Reference: Clause 4.2

This Schedule sets out the targets and commitments applicable to the Services. Where this Schedule sets out aspirational targets, PHL's obligation is to use reasonable endeavours to meet those targets, and failure to do so does not, of itself, constitute a breach of this Agreement or entitle the Client to refunds or service credits unless expressly stated.

1. Platform Availability — Aspirational Target

PHL aims for platform availability of approximately 99.5% measured monthly, excluding scheduled maintenance and Force Majeure events (Clause 16 of the Master Services Agreement). This is a good-faith target reflecting PHL's reasonable endeavours and is not a contractual guarantee or warranty of uninterrupted availability.

Scheduled maintenance will, where reasonably practicable, be carried out outside normal business hours and notified to the Client in advance.

Failure to meet the 99.5% target does not, of itself, entitle the Client to service credits, refunds, or termination, but the parties shall discuss any sustained shortfall in good faith.

2. Remote Support — Response Targets

- PHL shall provide remote support via telephone and email during normal business hours (Monday to Friday, 9:00 AM to 5:00 PM UK time, excluding public holidays in England and Wales) and at other times where mutually agreed.
- Support requests must be submitted via the recognised channels set out in Clause 18 of the Master Services Agreement.
- PHL aims to acknowledge support requests within 4 business hours. PHL aims to provide a substantive response to issues that render the PSDP or its core functionality unavailable within 2 business hours and to all other support requests within 4 business hours. These are good-faith targets reflecting PHL's reasonable endeavours and are not guaranteed response times or contractual commitments.

3. Service Credits and Enhanced Service Levels

Where this section is not completed, the aspirational targets in sections 1 and 2 above apply and no service credits are payable.

3.1 Enhanced service levels

Where a Client requires more demanding response or resolution times than the targets in section 2, PHL can provide these under an enhanced services plan agreed in writing. The specific commitments and any additional charges are set out in Schedule 3 or that plan.

3.2 Availability commitment and measurement

3.2.1 Where this section applies, PHL commits to monthly availability of the PSDP of at least 99.5% (the "Availability Target").

3.2.2 The PSDP is "Available" when the Client can access the software platform and content is being served to Enrolled Devices. Availability for a calendar month is calculated as the total number of minutes in the month, less Excluded Minutes and less Downtime, divided by the total number of minutes in the month less Excluded Minutes, expressed as a percentage. "Downtime" is any period during which the PSDP is not Available. A period during which Enrolled Devices continue to display previously delivered content is not, of itself, Downtime, even where the Client cannot access the platform to make changes during that period.

3.2.3 The following do not count as Downtime: (a) scheduled or planned maintenance notified to the Client in advance; (b) Force Majeure events under Clause 16 of the Master Services Agreement; (c) downtime caused by the Client's acts or omissions, including an inadequate operating environment (Clauses 7.2.6 to 7.2.7) or connection or network (Clause 7.3); (d) downtime attributable to third-party services or the Client's own equipment; and (e) any suspension permitted under the Master Services Agreement, including for non-payment or breach.

3.3 Service credits

3.3.1 If Availability in any calendar month falls below the Availability Target, the Client is entitled to a service credit, calculated as a percentage of that month's Monthly Charge as set out below:

Monthly Availability	**Service credit (% of Monthly Charge)**
Below 99.5% but at or above 99.0%	5%
Below 99.0% but at or above 98.0%	10%
Below 98.0% but at or above 95.0%	25%
Below 95.0%	50%

3.3.2 To claim a service credit the Client must request it in writing within 30 days after the end of the month to which it relates. A valid credit is applied against the next invoice or, where no further invoice is due, paid within 30 days of the claim.

3.4 Cap and sole remedy

3.4.1 The total service credits payable in any calendar month shall not exceed 50% of the Monthly Charge then payable.

3.4.2 The service credits in this section 3 are the Client's sole and exclusive financial remedy for PHL's failure to meet the Availability Target, without prejudice to the Client's right to terminate for material breach under the Master Services Agreement.

SCHEDULE 3 — COMMERCIAL TERMS:

To be completed and signed for each Client. This Schedule, once signed, constitutes acceptance of the Master Services Agreement and all Schedules.

1. Client Details

Client legal name — [TO BE INSERTED]
Registered company number (if applicable) — [TO BE INSERTED]
Registered address — [TO BE INSERTED]
Billing contact name and email — [TO BE INSERTED]
Operational contact name and email — [TO BE INSERTED]

2. Equipment and Devices

Number of Enrolled Devices — As recorded on the Client's PSDP dashboard from time to time. The dashboard is the definitive record of the number and identity of Enrolled Devices; the parties are not required to maintain a written list of individual devices in this Agreement.
Number of Enrolled Devices at signing (for reference only; the dashboard governs) — [TO BE INSERTED]
Add-On Devices — Additional devices enrolled during a term are added to this Agreement (not as a separate contract), charged at the same per-device Fee as the Client's existing Equipment, and brought onto the common Renewal Date with a carry-over credit, in accordance with the Add-On Devices and Co-Terminous Renewal clause of the MSA.

3. Fees

Fee structure — ☐ Monthly Subscription ☐ Annual Subscription (3% first-year discount applies)
Per-Device Fee (£, excl. VAT) — [TO BE INSERTED] per device per ☐ month ☐ year
Monthly Charge (£, excl. VAT) — Per-Device Fee × Number of Enrolled Devices [TO BE INSERTED]
Annual Fee (£, excl. VAT) — if annual — [TO BE INSERTED]
Payment method — ☐ Bank transfer ☐ Direct debit ☐ Other (specify)
First invoice date — [TO BE INSERTED]

4. Term

Commencement Date — [TO BE INSERTED — or specify trigger, e.g. date of first Equipment delivery]
Initial Term — ☐ 12 months (default) ☐ Other: [specify]
Renewal Date (co-terminous for all Equipment) — [TO BE INSERTED — e.g. 1 November each year
Renewal — 12-month Renewal Terms unless 60 days' notice given (Clause 8.1.2). All Equipment, including Add-On Devices, renews together on the Renewal Date.

5. Variations from Standard Terms (if any)

Any variations from the Master Services Agreement must be listed below, identifying the specific clause being varied and the agreed variation. Per Clause 2.4, such variations prevail over the body of the Master Services Agreement.
[NONE / list as required]

6. Schedules Attached

Schedule 1 — Service Description (standard, attached)
Schedule 2 — Service Levels (standard, attached)
Schedule 3 — Commercial Terms (this Schedule)
Schedule 4 — Content Management Services — Rates (only if the Client purchases Content Management Services)
Schedule 5 — Data Processing Addendum (standard, attached — applies to every Client, as it covers data protection obligations relevant to all)

7. Signatures

By signing below, both parties confirm acceptance of this Schedule 3 and the Master Services Agreement (Version 2.0) and all attached Schedules, as the entire agreement between them.

SIGNED for and on behalf of **PINAGE HOLDINGS LTD:**

Name: ____________________________________

Position: ____________________________________

Date: ____________________________________

Signature: ____________________________________

SIGNED for and on behalf of **[CLIENT NAME]:**

Name: ____________________________________

Position: ____________________________________

Date: ____________________________________

Signature: ____________________________________

SCHEDULE 4 — CONTENT MANAGEMENT SERVICES — RATES:

Reference: Clause 5.6 of the Master Services Agreement

This Schedule sets out the rates for the optional Content Management Services described in Clause 5.6 of the Master Services Agreement. It applies only where the Client has purchased Content Management Services. All rates are exclusive of VAT and are subject to annual review under Clause 5.4.

1. Scope

Content Management Services comprise the uploading and configuration, on the Client's behalf, of content supplied by the Client in a ready-to-upload format. PHL is not responsible for creating, designing or sourcing content. These Services are invoiced separately from the subscription Fees and are payable within 28 days of invoice.

2. Rates

Rates are quoted on request, so that they reflect the nature, volume and turnaround of the work required.

Service	Rate (excl. VAT)
Per content item — upload and configuration of one content item or asset	N/A
Hourly rate — ad-hoc or larger content work	N/A
Half-day rate — up to 4 hours	N/A
Full-day rate — up to 8 hours	N/A
Minimum charge — per request	N/A
Expedited / rush turnaround — same or next business day	N/A

3. How these rates apply

- Content must be supplied in a ready-to-upload format. Where material requires reformatting, correction or chasing before it can be used, PHL may charge the additional time at the hourly rate above.

- For all jobs, PHL will provide an estimate or quotation before starting work.
- All rates are exclusive of VAT, which is charged at the applicable rate.
- Rates are reviewed annually in accordance with Clause 5.4 of the Master Services Agreement.

SCHEDULE 5 — DATA PROCESSING ADDENDUM:

Reference: Clause 6.3.3 of the Master Services Agreement

This Schedule sets out the terms governing PHL's processing of Client Personal Data as data processor on behalf of the Client, pursuant to Clause 6.3.3 of the Master Services Agreement and Article 28 UK GDPR. Where PHL acts as a data controller (see Clause 6.3.2(a) of the Master Services Agreement), this Schedule does not apply and PHL's Privacy Policy governs instead.

1. Definitions and Interpretation:

1.1 Terms defined in the Master Services Agreement have the same meaning in this Schedule.

1.2 “UK GDPR”, “Data Protection Legislation”, “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, and “Processing” (and “process”) have the meanings given in the UK GDPR and the Data Protection Act 2018.

1.3 “Client Personal Data” means personal data contained within Client Content that PHL processes on behalf of the Client as described in Annex 1.

2. Subject Matter, Duration, Nature and Purpose

2.1 Details of the processing are set out in Annex 1 (Details of Processing).

2.2 This Schedule applies for the duration of the Agreement and continues to apply to any residual processing until Client Personal Data is deleted or returned in accordance with Clause 3.7.

3. Processor Obligations

PHL shall:

- 3.1 process Client Personal Data only on the Client's documented instructions (including as set out in the Agreement), unless required to do otherwise by UK law, in which case PHL shall, to the extent permitted by law, inform the Client before processing;
- 3.2 ensure that persons authorised to process Client Personal Data are subject to appropriate confidentiality obligations;

- 3.3 implement the technical and organisational measures set out in Annex 2, and review them periodically;
- 3.4 not engage a sub-processor except in accordance with Clause 4;
- 3.5 taking into account the nature of the processing, provide reasonable assistance to the Client in responding to requests from data subjects exercising their rights under the Data Protection Legislation, and in the Client's own data protection impact assessments and consultations with the Information Commissioner's Office where relevant. PHL may charge a reasonable fee for assistance beyond what is minor or straightforward.
- 3.6 notify the Client without undue delay, and in any event within 72 hours of becoming aware of any Personal Data Breach affecting Client Personal Data, providing such information as the Client reasonably requires to meet its own notification obligations to the Information Commissioner's Office and affected data subjects;
- 3.7 at the Client's election, delete or return all Client Personal Data to the Client within 30 days of termination or expiry of the Agreement, save that PHL may retain Client Personal Data (a) to the extent required by law, or (b) within routine backup archives until those backups are deleted in the ordinary course of PHL's backup cycle, which shall occur no later than 90 days after termination, during which time PHL shall not actively process the retained data other than for restoration, security, or legal compliance purposes;
- 3.8 make available to the Client such information as is reasonably necessary to demonstrate compliance with this Schedule, and allow for and contribute to audits, including inspections, conducted by the Client or an auditor mandated by the Client, subject to Clause 3.9.

3.9 Audits under Clause 3.8:

  - (a) may be conducted no more than once in any 12-month period, save where required following a Personal Data Breach or by a supervisory authority;
  - (b) require at least 30 days' prior written notice;
  - (c) shall be conducted during normal business hours, in a manner designed to minimise disruption to PHL's business and other clients, and subject to reasonable confidentiality undertakings from the Client's auditor; and

- (d) shall, save where the audit identifies a material breach of this Schedule, be at the Client's cost, including PHL's reasonable time reasonably charged. Where practicable, PHL may satisfy this obligation by providing a summary of relevant third-party audit reports or security certifications in place of an on-site audit.

4. Sub-processors

4.1 The Client provides PHL with a general written authorisation to engage the sub-processors listed in Annex 3 as at the date of this Schedule.

4.2 PHL shall give the Client at least 30 days' prior written notice of the appointment of any new sub-processor, identifying the activities it will perform.

4.3 PHL shall impose data protection terms on each sub-processor that are no less protective of Client Personal Data than those set out in this Schedule.

4.4 If the Client has reasonable data-protection grounds to object to a new sub-processor, it shall notify PHL in writing within 14 days of PHL's notice under Clause 4.2. The parties shall discuss the objection in good faith. If the objection is not resolved within 14 days of the Client's notice, PHL may elect either (a) not to proceed with the proposed sub-processor, or (b) to proceed with the appointment, in which case the Client's sole and exclusive remedy shall be to terminate the specific Services materially affected by that sub-processor's appointment on 30 days' written notice, without further liability to either party (save for accrued Fees and any Termination Sum that would otherwise apply under Clause 8.5 of the Master Services Agreement shall not apply to a termination under this Clause 4.4).

4.5 PHL shall remain fully liable to the Client for the acts and omissions of its sub-processors as if they were PHL's own acts and omissions.

5. International Transfers

5.1 PHL shall not transfer Client Personal Data outside the United Kingdom unless it first ensures appropriate safeguards are in place in accordance with the UK GDPR (for example, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or a UK adequacy regulation) and shall provide details of any such transfer to the Client on request.

6. Liability

- 6.1 Each party's liability arising out of or in connection with this Schedule shall be subject to the limitations and exclusions of liability set out in

Clause 14 (Limitation of Liability) of the Master Services Agreement, which apply to this Schedule as if set out in full.

6.2 Nothing in this Schedule affects either party's own regulatory liability to the Information Commissioner's Office or to data subjects under the Data Protection Legislation.

7. Term

This Schedule takes effect on the Commencement Date and continues, notwithstanding termination or expiry of the Agreement, for so long as PHL processes Client Personal Data, including during the period described in Clause 3.7.

ANNEX 1 — DETAILS OF PROCESSING

Subject matter	The provision of the Services (digital signage software platform) by PHL to the Client, insofar as Client Content uploaded to or displayed via the PSDP contains personal data.
Duration	For the duration of the Agreement, and thereafter as described in Clause 3.7 of this Schedule.
Nature and purpose	Hosting, storage, transmission, and display of Client Content (which may include personal data) via the PSDP, and any Content Management Services provided at the Client's request.
Types of personal data	Personal data is present only where the Client includes it in the content it uploads for display. In practice this is limited to images or likenesses of individuals appearing in that content, together with any names, job titles or other details the Client chooses to display. PHL does not require or request special category data. (User account and login credentials, and technical/usage data, are processed by PHL as controller under its Privacy Policy, not as processor under this Schedule.)
Categories of data subjects	Individuals whose image or details the Client chooses to include in uploaded content — typically the Client's own staff, customers or visitors, or members of the public depicted or referenced in that content. The categories are determined by the content the Client uploads.

ANNEX 2 — TECHNICAL AND ORGANISATIONAL MEASURES

PHL applies the following technical and organisational measures to protect Client Personal Data:

- Access control: role-based access to the PSDP and underlying systems, restricted to authorised personnel on a need-to-know basis and protected by multi-factor authentication (MFA).
- Encryption: personal data is encrypted in transit (for example using TLS) and at rest.
- Staff confidentiality and training: personnel with access to personal data are bound by confidentiality obligations and receive data protection awareness guidance on induction and periodically thereafter.
- Incident response: a defined process is followed for identifying, containing and reporting Personal Data Breaches, including notification to the Information Commissioner's Office within 72 hours where required.
- Business continuity and backup: data is backed up daily; system logs are retained for one month; and backups are tested quarterly.
- Vulnerability management: regular vulnerability testing is carried out and software is patched on a regular basis.
- Sub-processor oversight: sub-processors undergo due diligence before engagement and are reviewed quarterly to confirm they remain compliant.

ANNEX 3 — AUTHORISED SUB-PROCESSORS

Reference: Clause 4 of this Schedule.

Sub-processor	Activity	Location	Safeguard (if outside UK)
Sherr Technologies Ltd	Platform infrastructure and hosting	United Kingdom	N/A

A current version of this Annex is available on request from dpo@pinage.co.uk.