

MASTER SERVICES AGREEMENT (MSA)

1. Introduction and Definitions

1.1 These Master Services Agreement terms (MSA) set out the basis on which Sapphire Info Solutions Pvt. Ltd., trading as PracticeGrid, and any of its relevant divisions (including Accent AI Technologies) ("PracticeGrid", "we", "us", "our") provide access to the PracticeGrid platform and related products such as CinchFlow (the "Services") to the customer identified in the relevant Order Form, online checkout, or sign-up page ("Customer", "you", "your").

1.2 Capitalised terms used in this MSA may be defined in the body of these terms or in an attached Schedule. In case of conflict between this MSA and an Order Form, the Order Form will take precedence for those conflicting terms.

2. Scope of Services

2.1 PracticeGrid will make the Services available to you in accordance with this MSA and any applicable Order Form. The Services may include access to cloud software, integrations, onboarding support and any other items explicitly stated in an Order Form or on our website at the time of order.

2.2 We may update or modify the Services from time to time, for example to improve functionality, address security issues or comply with law. We will not materially reduce the core functionality of the Services you have subscribed to during the current subscription term, except where required by law or to address security or compliance risks.

3. Customer Account and Use of the Services

3.1 You are responsible for the configuration of your account and for the actions of any users you invite into the Services ("Authorised Users"). You must ensure that all Authorised Users keep their login credentials secure and do not share them with others.

3.2 You must ensure that your use of the Services complies with all applicable laws and regulations, this MSA, and our Acceptable Use Policy (AUP). You are responsible for securing any necessary consents and providing any notices required in relation to data you input into the Services.

3.3 You must promptly notify us if you become aware of any unauthorised access to your account or any suspected misuse of the Services.

4. Fees and Payment

4.1 You agree to pay the fees set out in the applicable Order Form, together with any taxes (such as VAT) that are chargeable under applicable law.

4.2 Unless otherwise stated, fees are invoiced in advance for each subscription term and are payable within the period stated on the invoice. Where you purchase online, fees may be collected by card or other payment method at the time of order.

4.3 If you fail to pay any amount by the due date, we may suspend access to the Services until the outstanding amounts are paid in full.

4.4 Except where expressly stated otherwise in this MSA or required by law, fees are non-refundable.

5. Service Levels and Support

5.1 We will use reasonable commercial efforts to make the Services available in accordance with the Service Level Agreement (SLA) referenced in your Order Form or on our website from time to time.

5.2 We will provide standard support during the support hours and via the channels described in the SLA. Enhanced or premium support, if offered, may be subject to additional fees.

6. Data Protection and Security

6.1 Each party will comply with applicable data protection laws, including UK GDPR and the Data Protection Act 2018, in relation to any personal data processed under this MSA.

6.2 To the extent that we process personal data on your behalf as a processor, the Data Processing Agreement (DPA) available at the URL indicated in the Order Form (or otherwise provided to you) will apply and is hereby incorporated into this MSA by reference.

6.3 We will implement and maintain appropriate technical and organisational measures to protect Customer Data as described in the DPA and in our Security & Compliance overview.

7. Intellectual Property

7.1 All intellectual property rights in and to the Services, including all software, documentation, know-how, logos and branding, are and shall remain the exclusive property of PracticeGrid and its licensors.

7.2 We grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services for your internal business purposes during the term of this MSA, in accordance with its terms and the AUP.

7.3 You retain ownership of any data you input into the Services ("Customer Data"). You grant us a non-exclusive licence to host, store, transmit, display and process Customer Data to the extent necessary to provide and improve the Services, to prevent or address technical or security issues, and as otherwise required by law.

8. Confidentiality

8.1 Each party (the "Receiving Party") may receive confidential information from the other party (the "Disclosing Party") in connection with this MSA. Confidential information includes any information of a confidential or proprietary nature that is marked as confidential or that a reasonable person would understand to be confidential.

8.2 The Receiving Party will use the Disclosing Party's confidential information only for the purposes of performing its obligations or exercising its rights under this MSA and will not disclose it to any third party, except to its personnel and professional advisers who need to know it and are bound by comparable confidentiality obligations.

8.3 These obligations do not apply to information that is already public, was lawfully known to the Receiving Party before disclosure, is independently developed without reference to the confidential information, or is required to be disclosed by law or court order (in which case the Receiving Party will, where lawful, give prompt notice to the Disclosing Party).

9. Warranties and Disclaimers

9.1 We warrant that we will provide the Services with reasonable skill and care and in material accordance with the description set out in the applicable Order Form and documentation.

9.2 Except as expressly stated in this MSA, the Services are provided "as is" and we exclude all other warranties, representations and conditions to the fullest extent permitted by law, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement.

9.3 You acknowledge that use of the Services does not constitute legal, tax or accounting advice and that you are responsible for compliance with all laws and professional obligations applicable to your firm.

10. Limitation of Liability

10.1 Nothing in this MSA limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

10.2 Subject to clause 10.1, neither party will be liable to the other for any loss of profits, loss of revenue, loss of business, loss of goodwill, loss of data, or any indirect or consequential loss or damage, whether arising in contract, tort (including negligence) or otherwise.

10.3 Subject to clauses 10.1 and 10.2, each party's total aggregate liability arising out of or in connection with this MSA (whether in contract, tort or otherwise) shall not exceed the total fees actually paid by you for the Services under this MSA in the 12 months immediately preceding the event giving rise to the claim.

11. Term, Suspension and Termination

11.1 This MSA begins on the effective date of your first Order Form and continues until all subscription terms have expired or been terminated in accordance with this clause 11.

11.2 Either party may terminate this MSA (or a specific Order Form) for material breach by the other party, if the breach is not remedied within thirty (30) days of written notice.

11.3 We may suspend access to the Services immediately if we reasonably believe that:

- (a) your account has been compromised;
- (b) your use of the Services poses a security risk or could adversely impact other customers;
- (c) you are in material breach of the AUP or have failed to pay undisputed fees when due.

11.4 On termination or expiry of this MSA:

- (a) your rights to access and use the Services will cease;
- (b) you will pay any outstanding fees; and
- (c) we will handle Customer Data in accordance with DPA, including data export & deletion commitments.

12. General

12.1 Neither party may assign or transfer this MSA without the other party's prior written consent, except that either party may assign to an affiliate or as part of a bona fide corporate reorganisation or sale of its business, provided that such assignment does not adversely affect the other party's rights.

12.2 If any provision of this MSA is held by a court to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

12.3 This MSA, together with any applicable Order Forms, the DPA, SLA, AUP and any documents incorporated by reference, constitutes the entire agreement between the parties in relation to the Services and supersedes all prior discussions and agreements.

12.4 This MSA and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England

and Wales shall have exclusive jurisdiction, subject to any mandatory consumer protection rules that apply if you qualify as a consumer.