ClickUp

Company Address:	350 Tenth Ave, Suite 500 San Diego, California 92101 United States	Created Date: Expiration Date:	January 14, 2022 February 28, 2022
Prepared By:	███████	Contact Name:	███████
Email:	███████	Contact Email:	███████

Customer:	National Institute for Health & Care Excellence	Billing Frequency:	Quarterly
Billing Contact Name:	███████	Payment Terms:	Net 30
Billing Contact Email:	███████	PO Number:	███████
Bill To Address:	Level 1A, City Tower Piccadilly Plaza, Manchester, M1 1AN, United Kingdom		

Services

Product Name	Stated Start Date	Stated End Date	Term (Months)	PUPM	Quantity	Total Price (USD)
ClickUp Enterprise Plan Seats	January 31, 2022	January 30, 2023	█	█	█	█
ClickUp Enterprise Plan Seats	May 1, 2022	January 30, 2023	█	█	█	█
ClickUp Enterprise Plan Seats	July 30, 2022	January 30, 2023	█	█	█	█
ClickUp Enterprise Plan Seats	October 28, 2022	January 30, 2023	█	█	█	█
Integration - Hosting & Maintenance - T1	January 31, 2022	January 30, 2023	█	█	█	█
Integration Services - Configuration - Tier 1	January 31, 2022	May 31, 2022	█	█	█	█
ProServ - Additional Hours	January 31, 2022	January 30, 2023	█	█	█	█
One-time Credit				█	█	█

Total fees: $53,596.96

Terms

Services: Productivity management software including but not limited to task management, time management, resource management, personal productivity features such as notes, calendars, agendas, as well as file storage (the "Services"). The Services are subject to the Terms referenced in this Order Form. The Term of the Services shall begin on the later of the Stated Start Date and the date of the Customer's original signature hereto.

This SaaS Services Order Form (the "Order Form") is entered into on the date of the Customer's original signature hereto (the "Order Form Effective Date"), and hereby incorporated by reference into that certain Master Services Agreement (the "MSA") between Mango Technologies, Inc. DBA ClickUp with a place of business at ███████ ("ClickUp" or "Company"), and the Customer listed above ("Customer") dated as of January 31, 2022, which MSA contains, among other things, warranty disclaimers, liability limitations and use limitations.

Additional Legal Terms: Not withstanding anything to the contrary set forth herein, the Customer and Company agree to the following:
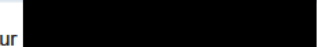
1. The Customer's first invoice will be due on a 60 day from receipt of invoice payment terms basis with all future invoices due on a 30 day from receipt of invoice payment term basis

2. ClickUp will deliver the Integrations Services Deliverables set forth in the Professional Services Statement of Work attached hereto to the Customer within three business weeks (fifteen business days) of the date that this Order Form is fully executed. Delivery will be deemed effective on the date that ClickUp makes the Integrations Services Deliverables available to the Customer, provides a demonstration of the configuration evidencing such delivery (ClickUp will document that each Integration Services Deliverable is delivered and functional during the demonstration), and confirms in writing to the Customer such availability. Customer will have up to five business days to test the Integrations Services Deliverables and report back to ClickUp any deficiencies in the functionality of the Integrations Services Deliverables. ClickUp will then use commercially reasonable efforts to remedy any such deficiencies that ClickUp is able to recreate.

3. In the event that ClickUp does not deliver the Integrations Services Deliverables within three business weeks (fifteen business days) of the complete execution of this Order Form, or remedy any deficiencies within a reasonable time period, the Customer may request an amendment to this Order Form to remove the additional ClickUp Enterprise Plan Seats which were to be added on May 01, 2022 and October 28, 2022. The parties will execute a written amendment evidencing the removing of the additional ClickUp Enterprise Plan Seats and remove the hosting and maintenance elements, which will include a description of any payment or invoice adjustments as required by the reduction in seats and services.

Contract Termination: The self-serve subscription entered into by Customer on January 1, 2022 is hereby terminated in favor of this Order Form.

Quote Acceptance Information

Signature: ███████

Name: ███████

Title: Senior Business Analyst

Email: tom███████

Date: 01 / 28 / 2022

Programme Director

01 / 28 / 2022

Signatur ███████

Name ███████

Title: Director, Enterprise Sales

Email: ███████

Date: 01 / 28 / 2022

Professional Services Statement of Work
National Instititute for Health & Care Excellence (NICE)
January 2022

Project Summary

ClickUp ("Company" or "ClickUp") is engaged by National Institute for Health & Care Excellence ("Customer" or "the Customer") under this Professional Services Statement of Work (the "SOW") to assist in the onboarding and configuration of the ClickUp platform. Specifically, ClickUp will be delivering the services outlined and described below (the "Professional Services").

This Statement of Works covers 3 aspects:

1. Professional Services Hours to carry out onboarding
   (this is outlined as ProServ in the Order Form)
2. Integration Services to undertake configuration
   (this is outlined as Integration Services – Configuration in the Order Form)
3. Integration Hosting, Maintenance and Monitoring
   (this is outlined as Integrations – Hosting & Maintenance in the Order Form)

1. Professional Services Hours

ClickUp is engaged to provide Professional Services hours to the Customer. The number of Professional Services hours is noted in the Order Form.

Customer will lead the onboarding activities with ClickUp supporting and assisting Customer Admins with additional admin and end-user trainings, new feature implementation, Q&A with Customer Administrators, facilitating an integration change order, or other services offered by ClickUp's Professional Services team.

At the start of any initiative to use Professional Services hours ClickUp will provide a scoping engagement and notify the Customer of the anticipated number of hours required to complete in advance.

PS Hours Assumptions
1. In order for ClickUp to perform the Professional Services laid out in this SOW, Customer will provide ClickUp with any required information within the timeline set by ClickUp

2. In the event work must be extended beyond the scope outlined herein and timeline identified below, the parties shall enter into a change order agreement to document such changes and applicable fees.
3. All fees listed in this SOW are assumed to cover all services referenced herein.
4. Notwithstanding anything to the contrary set forth herein, hours are valid for up to one (1) year post signing of the attached order form.
5. The customer is liable for the full number of hours, even if not all hours are utilised within the agreed period.

2. Integration Services

ClickUp will endeavor to provide an integration to the Customer's environment between ClickUp and the Customer's internal systems. The initial configuration and setup of the integration will be fixed price with the cost specified in the Order Form. This will include the integration of ClickUp to a single other system. The integration is hosted by ClickUp, ClickUp will provide future maintenance and support for an annual fee. ClickUp will adhere to the methodology and provisions outlined below.

Development Deliverables
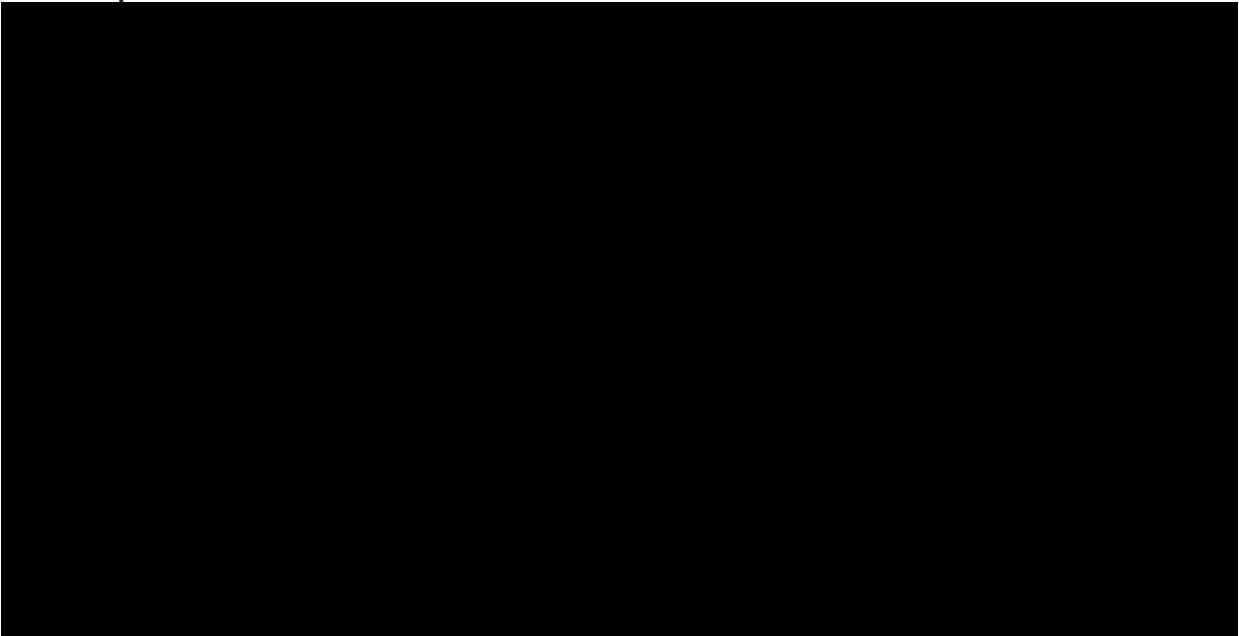
3. Integration Hosting, Maintenance and Monitoring

Hosting Deliverables
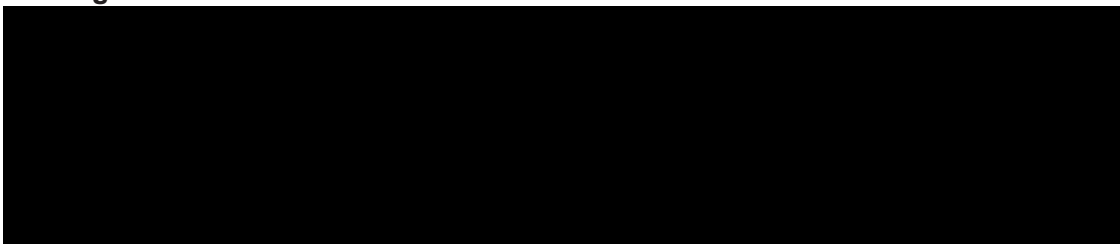
Monitoring *(Post go live)*

Connection Monitoring *(Post go live)*

6. ClickUp maintains a one (1) business day response time as an SLA. Errors/issues will be routed as needed to a consultant for evaluation and potential resolution.
7. Non-integration or product-related issues should be directed to ClickUps internal support team (or designated support contact, if Premium Support).
8. In the event of a vendor outage, ClickUp does not warrant or ensure data from external systems to be synchronized with the Customer's ClickUp environment.

Scope of Integration Services

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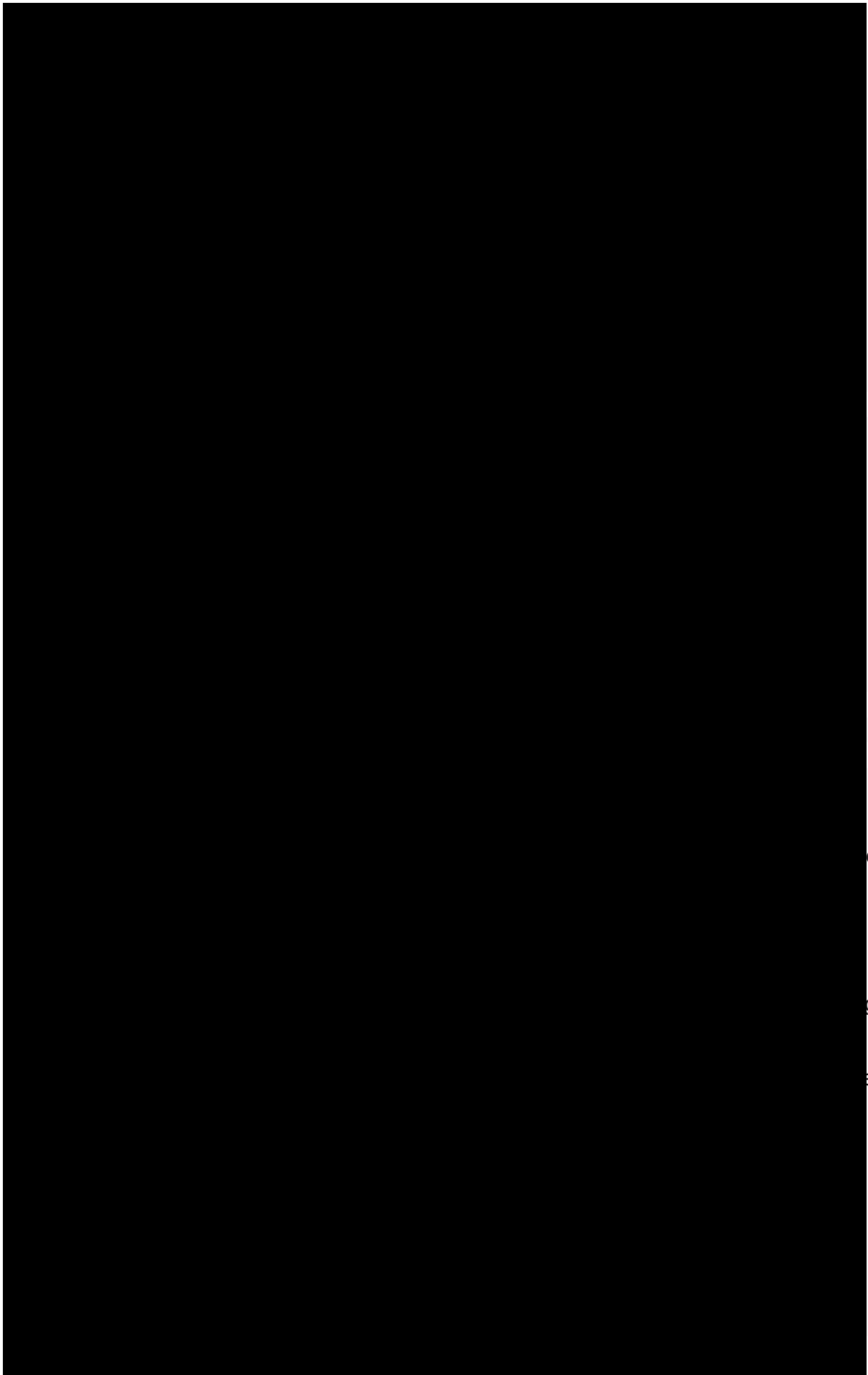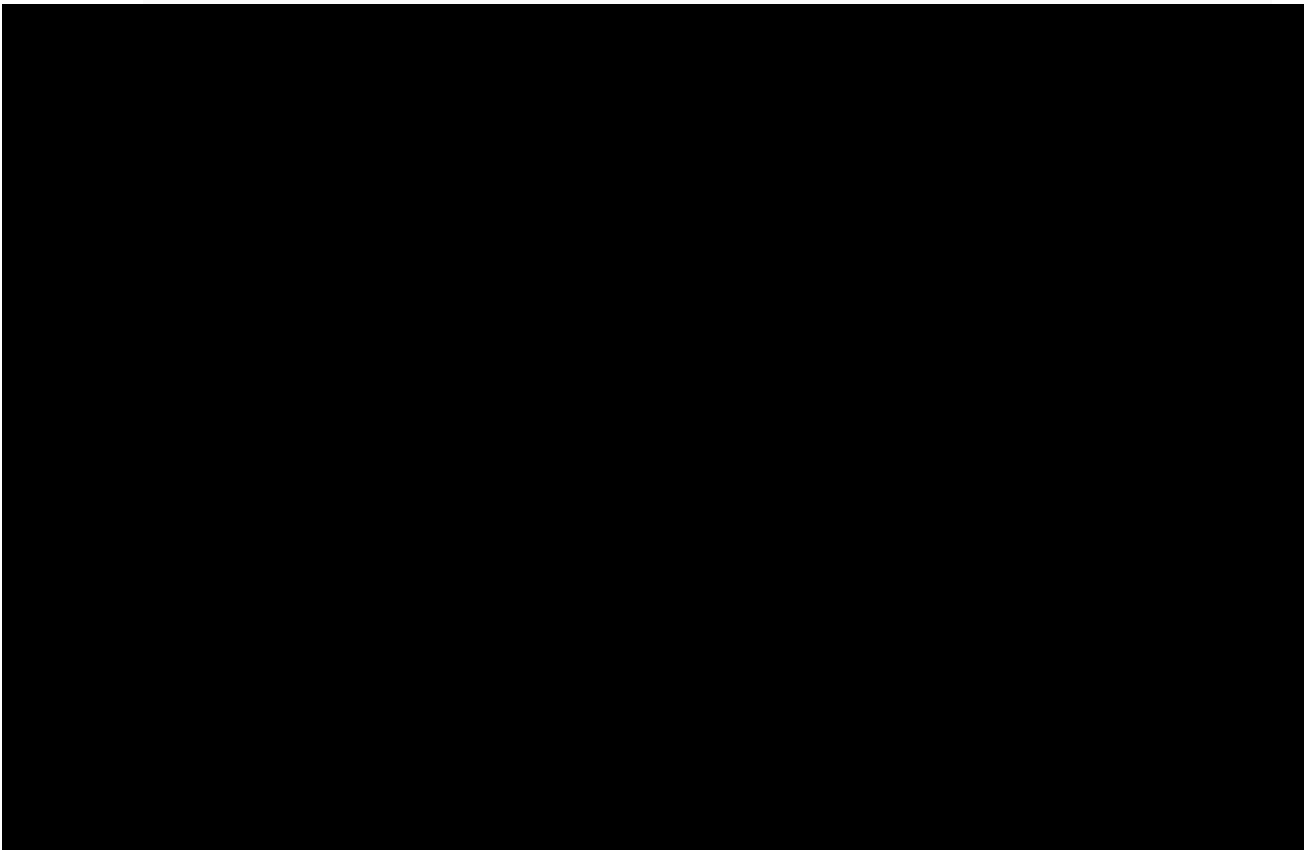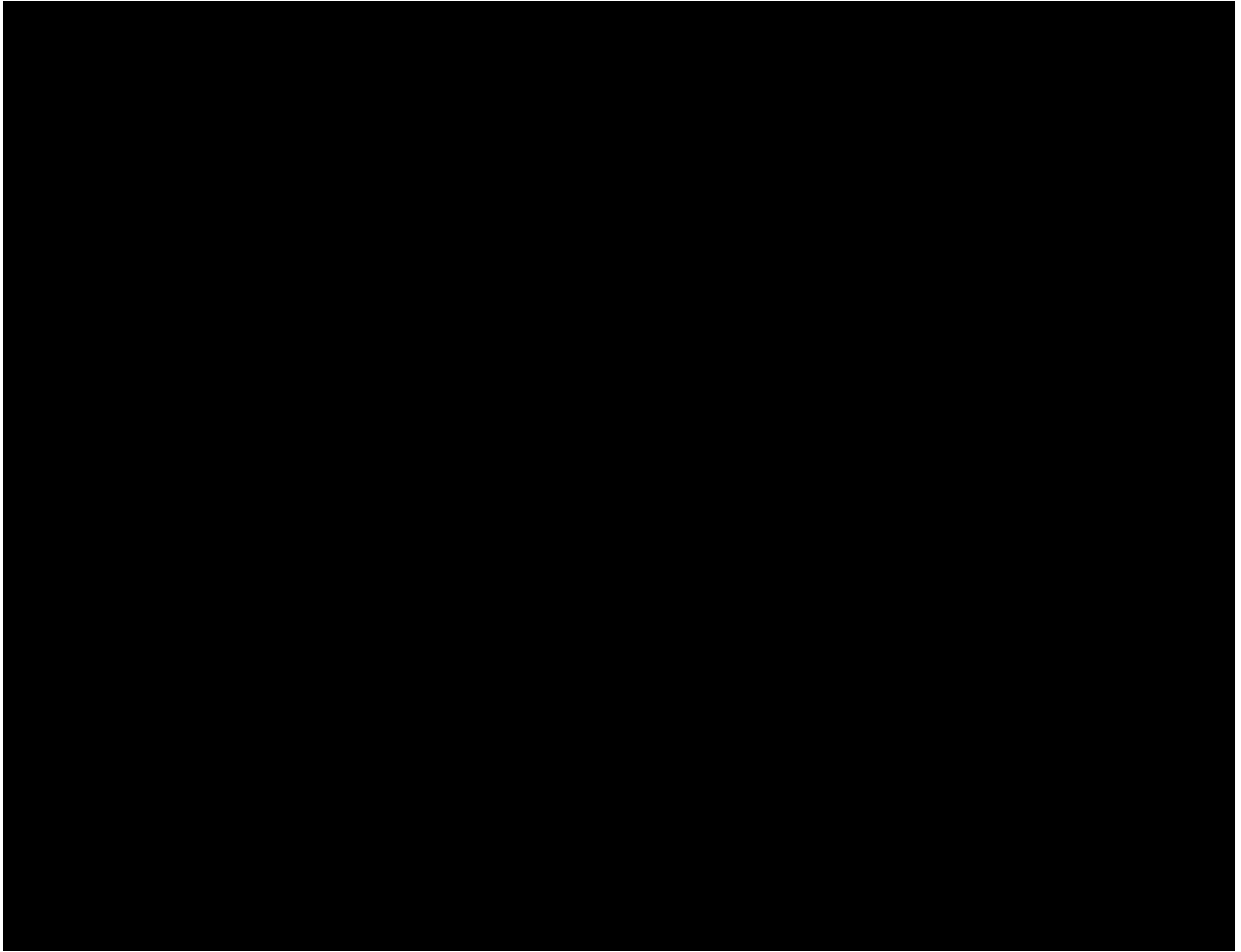
Confidentiality

Additionally, each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes, but is not limited to, non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services and your Content ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person (except in performance of the Services or as otherwise permitted herein) any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof, or to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with any implementation services provided by a Company

customer success manager or professional services consultant if included in an applicable Order Form (the "Implementation Services") or support, and (c) all intellectual property rights related to any of the foregoing (collectively, "Services IP"). To the extent Customer acquires any right, title, or interest in any Services IP, Customer hereby assigns all of its right, title, and interest in such Services IP to Company.

Warranty

ClickUp warrants that it will perform its obligations in this SOW in a professional manner. As Customer's exclusive remedy for ClickUp's breach of the foregoing warranty, ClickUp shall make commercially reasonable efforts to correct deficiencies at no additional cost to Customer, provided Customer gives written notice to ClickUp which describes any deficiencies within thirty (30) days of the earlier of Customer's discovery of a deficiency or after delivery of the services by ClickUp.

Fees

The fees for the Services in this SOW are listed in the Order Form (exclusive of T&E, which will be billed at actual cost) and will be due in accordance with the payment terms set forth therein.

Miscellaneous

1. Unless otherwise specified in the Order Form, all professional services must be utilized by Customer within one (1) year of purchase. Customer shall have a revocable, non-transferable, term license to use the materials provided hereunder for its internal use only. All other rights in the materials remain in and/or are assigned to ClickUp.
2. Customer acknowledges and agrees that ClickUp may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes ClickUp from developing or disclosing such materials and information.
3. Services provided by ClickUp hereunder are for use by Customer only and for the purposes described herein. In no event will Customer allow third parties to access or use the materials provided by ClickUp hereunder.
4. The Services provided in this SOW are non-cancelable and the associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts

due to ClickUp without ClickUp's prior written consent, which may be withheld in its sole discretion.

5. In the event of a conflict between this SOW and an Order Form, the provisions of the Order Form shall take precedence.

6. ClickUp will deliver the required professional services with qualified employees and/or qualified non-employee contractors of ClickUp. Customer may object to ClickUp's use of non-employee contractors, in which case both ClickUp and the Customer will cooperate in good faith to find a suitable resolution. ClickUp is ultimately accountable for the onboarding experience.

TITLE	Order Form (National Institute for Health & Care Excellence...
FILE NAME	document_0
DOCUMENT ID	███████████████████████████
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**01 / 28 / 2022** 16:09:43 UTC	Sent for signature to ██████████ █████████████████████ ██████████████ █████ ██████████████████ ████████
VIEWED	**01 / 28 / 2022** 16:10:09 UTC	████████████████████████ ███████
SIGNED	**01 / 28 / 2022** 16:27:55 UTC	████████████████████████ ███████
VIEWED	**01 / 28 / 2022** 16:31:23 UTC	██████████████████████ ██████████
SIGNED	**01 / 28 / 2022** 16:32:06 UTC	██████████████████████ ███████

TITLE	Order Form (National Institute for Health & Care Excellence...
FILE NAME	document_0
DOCUMENT ID	██████████████████████████
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

👁 VIEWED	**01 / 28 / 2022** 16:33:42 UTC	████████████████ ███████
✒ SIGNED	**01 / 28 / 2022** 16:34:07 UTC	████████████████ ██████
✓ COMPLETED	**01 / 28 / 2022** 16:34:07 UTC	The document has been completed.

SOFTWARE AS A SERVICE MASTER SERVICES AGREEMENT

This Software as a Service ("SaaS") Master Services Agreement ("Agreement") is entered into on January 31, 2022 (the "Effective Date") between Mango Technologies, Inc. DBA ClickUp with a place of business at 350 Tenth Ave. Suite 500, San Diego, CA 92101 ("ClickUp" or "Company"), and National Institute for Health & Care Excellence with a place of business at Level 1A, City Tower Piccadilly Plaza, Manchester, M1 4BT, United Kingdom ("Customer"). This Agreement shall govern, and will be deemed to incorporate by reference all executed order forms between the parties hereto (each, an "Order Form"). There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

1. SAAS SERVICES AND SUPPORT

1.1   Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the services set forth on each Order Form (the "Services"). As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel usernames and/or passwords it deems inappropriate.

1.2   Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the company's standard practices.

1.3   Company may, in its sole discretion, make any changes to the Services that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Company's products or services to its customers, (b) the competitive strength of, or market for, Company's services, (c) the cost efficiency or performance of the Services; or (ii) to comply with applicable law.

1.4   Customer acknowledges that the Services are provided on a non-exclusive basis. Nothing in this Agreement shall be deemed to prevent or restrict Company's ability to provide the Services, including any features or functionality first developed for Customer, to other parties.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, nor permit or encourage any third party to, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; use any Software or the Services in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software or Services; or remove any proprietary notices or labels.

2.2   Further, Customer represents, covenants, and warrants that Customer will use the Service only in compliance with all applicable laws and regulations of the United States and any foreign jurisdictions in which the Customer accesses the Services. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the Services provided by Company (available online at clickup.com/terms and the associated sub-pages, collectively referred to as the "Terms"), (ii) understands the requirements thereof, and (iii) agrees to comply therewith. The Terms are intended to address operational matters with respect to end users' use of the Service, and the terms of this Agreement pertaining to matters explicitly addressed herein (including but not limited to limitations of liability and indemnity) are intended to be the sole expression of the Parties with respect to such matters. For the avoidance of doubt, any conflicts between the Terms and this Agreement shall be resolved in favor of this Agreement. Company may suspend Customer's account and access to the Services at any time and without notice if Company reasonably believes Customer to be in violation of this Agreement or the Terms. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the forgoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's

use of the Services, Company may do so and may prohibit any use of the Service it believes may be (or alleged to be) in violation of the foregoing subsections 2.1 and 2.2.

2.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").   Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3.   CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes, but is not limited to, non-public information regarding features, pricing (including any discount, if applicable), functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). For clarity, Customer Data shall not include usage metadata related to Customer's end users' interactions with the Services ("Usage Metadata"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person (except in performance of the Services or as otherwise permitted herein) any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof, or to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2   The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under Section 3.1 above, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

3.3   Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with (i) any implementation services provided by a Company customer success manager or professional services consultant if included in an applicable Order Form (the "Implementation Services") or (ii) support services, and (c) all intellectual property rights related to any of the foregoing (collectively, "Services IP").   To the extent Customer acquires any right, title, or interest in any Services IP, Customer hereby assigns all of its right, title, and interest in such Services IP to Company.

3.4   Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies including, without limitation, Usage Metadata (but not Customer Data), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.5   If Company and Customer have entered into a separate non-disclosure agreement which governs the exchange of information in the performance of the Services, this Agreement shall control in the event of any conflict with this Section.

4.   PAYMENT OF FEES

4.1   Customer will pay Company the then applicable fees described in each Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms

of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2   Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company pursuant to the payment terms listed in any Order Form. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5.   TERM AND TERMINATION

5.1   Subject to earlier termination as provided below, this Agreement shall remain in effect for so long as there are one or more active Order Forms by and between Company and Customer (the "Term"). If Customer does not renew the Services or execute a new Order Form within thirty (30) days following termination or expiration of all active Order Forms, this Agreement shall terminate immediately unless otherwise extended or renewed by mutual agreement of the parties. Each Order Form under this Agreement shall remain in place for the Initial Service Term as specified in such Order Form (unless this Agreement is earlier terminated pursuant to the terms herein) , and for the service term specified in any subsequent Order Forms (if any) agreed to by both Company and Customer .

5.2   In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.   WARRANTY AND DISCLAIMER

6.1   Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all necessary consents and approvals for the provision and use of Customer Data that is placed on, transmitted via, or recorded by the Services; and (ii) the provision and use of Customer Data as contemplated by this Agreement does not and shall not violate Customer's privacy policy, terms-of-use, or other agreement to which Customer is a party or any law or regulation that Customer is subject to.

6.2   Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7.   LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND

TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNING LAW, DISPUTE RESOLUTION

8.1   This Agreement shall be governed by the laws of England and Wales without regard to its conflict of laws provisions. Neither the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods shall apply to this Agreement or to the rights or duties of the parties under this Agreement.

8.2   Any dispute arising out of or relating to this Agreement, or its subject matter, shall be solved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The parties understand and agree to expressly waive their right to a trial by jury. Either party may send a notice to the other party of its intention to file a case with the AAA under this Section ("Arbitration Notice"). The arbitration will be conducted in San Diego, California by a single arbitrator knowledgeable in contracting matters and the commercial aspects of "software as a service" arrangements and intellectual property. The parties shall mutually appoint an arbitrator within thirty (30) days of the Arbitration Notice. If the parties are unable to agree on an arbitrator, the AAA will then appoint an arbitrator who meets the foregoing knowledge requirements. The arbitrator will provide detailed written explanations to the parties to support their award and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding, and the prevailing party (as determined by the arbitrator) shall pay the fees of the arbitrator and the AAA. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction, including courts in jurisdictions outside of the United States pursuant to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

9. FORCE MAJEURE
Company is not responsible or liable for any delays or failures in performance from any cause beyond its control, including, but not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers or vendors, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions, acts of hackers, internet services providers, or any acts or omissions of Customer.

10. TRADEMARKS

10.1   To the extent that Customer utilizes the self-service settings within the Services to integrate Customer's own branding into the Services (the "White Label Services"), Customer hereby grants Company a limited, non-exclusive, nontransferable license to use, reproduce, and display Customer's logo and trademarks ("Customer's Marks") for the purpose of creation, maintenance, and provision of the White Label Services in accordance with Customer's specifications.

10.2 Customer agrees that Company may identify Customer as a reference account and use, reproduce, and display Customer's Marks in Company's promotional materials, including, but not limited to, the display of Customer's Marks on Company's website. Company agrees to remove Customer's Marks from Company's promotional materials at Customer's request. Customer acknowledges that Company may take up to thirty (30) days to process any such request.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, or other similar action. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement, together with all applicable Order Forms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. In the case of a conflict between this Agreement and any Order Form executed by the parties, this Agreement shall control. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. This Agreement is solely between the Parties hereto, and confers no rights upon either party's employees, agents, contractors, partners, customers, or upon any other person or entity except as otherwise provided herein. The headings included herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given (i) when received, if personally delivered; (ii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or (iii) upon receipt, if sent by certified or registered mail, return receipt requested, in each case to the address set forth in the Order Form, or (iv) when receipt is electronically confirmed, if transmitted by facsimile or e-mail. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic commission (including via email and via e-signature services) will be effective as delivery of a manually executed counterpart.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Company

By: ▮▮▮▮▮▮▮▮▮▮
Print: ▮▮▮▮▮▮
Title: Global Director of Sales
Date: 0
Email: ▮▮▮▮▮▮▮▮
Address:
▮▮▮▮▮▮▮▮▮▮▮▮▮▮

Customer

By: ▮▮▮▮▮▮   ▮▮▮▮▮▮▮▮
Print: ▮▮▮▮   ▮▮▮▮▮▮
Title: Programme Director   Senior Business Analyst
Date: 01 / 28 / 2022   01 / 28 / 2022
Email: ▮▮▮▮▮▮▮▮   ▮▮▮▮▮▮▮
Address:
▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

TITLE	Master Services Agreement with ClickUp - Review/Signature...
FILE NAME	document_0
DOCUMENT ID	███████████████████████
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

↱ SENT	**01 / 27 / 2022** 20:28:06 UTC	Sent for signature to ████████ ████████████████████ ██████████████████ █████████████████ ████████
◉ VIEWED	**01 / 28 / 2022** 15:38:19 UTC	Viewed by ███████████████████ ████████
↲ SIGNED	**01 / 28 / 2022** 15:39:52 UTC	Signed by ██████████████████ ████████
◉ VIEWED	**01 / 28 / 2022** 15:41:05 UTC	Viewed by ██████████████████ ████████
↲ SIGNED	**01 / 28 / 2022** 16:07:30 UTC	Signed by ██████████████████ ████████

TITLE	Master Services Agreement with ClickUp - Review/Signature...
FILE NAME	document_0
DOCUMENT ID	███████████████████████████
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

👁 VIEWED	**01 / 28 / 2022** 16:32:43 UTC	Viewed by ████████████████████ ██████████
✍ SIGNED	**01 / 28 / 2022** 17:18:51 UTC	Signed by ████████████████████ ██████████
✓ COMPLETED	**01 / 28 / 2022** 17:18:51 UTC	The document has been completed.

Signable

Issuer	National Institute for Health and Care Excellence
Document generated	Mon, 31st Jan 2022 10:10:37 UTC
Document fingerprint	███████████████████████

Parties involved with this document

Document processed	Party + Fingerprint
Mon, 31st Jan 2022 10:12:48 UTC	████████ - Signer ██████████████████████
Mon, 31st Jan 2022 10:12:48 UTC	████████ - Copied In ████████████████████

Audit history log

Date	Action
Mon, 31st Jan 2022 10:12:48 UTC	The envelope has been signed by all parties. ████████)
Mon, 31st Jan 2022 10:12:48 UTC	Sent a copy of the envelope to ████████ ████████████████████ (████████
Mon, 31st Jan 2022 10:12:48 UTC	████████ signed the envelope. ████████)
Mon, 31st Jan 2022 10:12:10 UTC	████████ viewed the envelope. (████████)
Mon, 31st Jan 2022 10:11:46 UTC	Document emailed to ████████████ ████████████)
Mon, 31st Jan 2022 10:11:46 UTC	Sent the envelope to ████████████████████) for signing. ████████
Mon, 31st Jan 2022 10:11:11 UTC	████████████ has been assigned to this envelope (████████)
Mon, 31st Jan 2022 10:11:11 UTC	████████ has been assigned to this envelope (████████
Mon, 31st Jan 2022 10:10:52 UTC	Document generated with fingerprint ████████████████████████
Mon, 31st Jan 2022 10:10:37 UTC	Envelope generated by ████████████████)