

MASTER SERVICES AGREEMENT (MSA) – 2025

This Master Services Agreement (“MSA”) governs all services and products provided by Arkafort Limited (“Arkafort”) to the client (“Client”). It is incorporated by reference into any Statement of Work (SOW), Estimate, Sales Order, or Invoice approved by the Client. No signature is required; acceptance occurs upon approval of such documents.

1. SCOPE

- 1.1 Arkafort provides IT and related services as described in applicable SOWs.
 - 1.2 This MSA applies to all services and products supplied by Arkafort.
 - 1.3 If the Client supplies equipment, it must meet Arkafort’s written technical specifications.
 - 1.4 Arkafort aims for high availability but does not guarantee uninterrupted, error-free services.
 - 1.5 Arkafort investigates and resolves incidents to minimise recurrence.
 - 1.6 Arkafort may recommend or implement updates, monitoring, or replacements. If the Client declines, Arkafort is not liable for resulting issues.
 - 1.7 Clients must report incidents or service requests promptly via Arkafort’s official support channels.
 - 1.8 Services may be delivered by Arkafort staff, affiliates, or subcontractors. Arkafort remains responsible for compliance with this MSA.
 - 1.9 The Client shall provide Arkafort personnel with safe access, suitable working conditions, and any required health and safety facilities while on the Client’s premises.
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2. USE OF SERVICE

- 2.1 Arkafort may change, re-price, or withdraw services with one (1) month’s notice. Continued use = acceptance.
 - 2.2 If the Client signs on behalf of a company, they confirm authority to bind that company.
 - 2.3 Client obligations:
 - Use services lawfully and in line with this MSA and Maltese law.
 - Not tamper with Arkafort equipment, attempt hacks, reverse engineer products, or gain unauthorised access.
 - Follow fair use principles; excessive emergency or escalation use may be reclassified as out-of-scope and billed separately.
 - 2.4 SLA Breach: If Arkafort misses agreed SLAs, the Client may claim service credits as defined in the SOW. Credits are the sole remedy for SLA failures.
 - 2.5 SLA timers pause when delays are due to Client actions, vendor issues, or factors outside Arkafort’s control.
 - 2.6 Any SLA breach must be reported by the Client within five (5) business days of the event. SLA credits, where applicable, shall not exceed ten percent (10%) of the monthly fees for the affected service. SLA credits are the Client’s sole remedy for such breaches.
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3. BILLING & PAYMENTS

- 3.1 Fees are as set in the relevant SOW, Estimate, Sales Order, or Invoice.
- 3.2 Payment is due within fifteen (15) days of invoice unless otherwise agreed.
- 3.3 Deposits may be required for hardware or project work before ordering.
- 3.4 Fees for third-party licences or subscriptions are re-invoiced to the Client and must be paid within credit terms. Arkafort may suspend such services if not paid on time.
- 3.5 Interest of 8% per annum applies to late payments.
- 3.6 Arkafort may suspend services if payment is overdue by 15 days and terminate if unpaid after 30 days.
- 3.7 All costs of debt recovery (including legal fees) are payable by the Client.
- 3.8 Fees exclude VAT and other applicable taxes. The Client is responsible for such taxes and must gross-up payments if required by law.
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4. SUSPENSION OR RESTRICTION

4.1 Arkafort may suspend, limit, or terminate services without liability if:

- Services are used unlawfully or in breach of this MSA.
- Needed to protect Arkafort's infrastructure.
- Payments are overdue.
- For planned/unplanned maintenance (with notice where possible).
- Continued by Force Majeure beyond 90 days.

4.2 Arkafort is not liable for losses arising from suspensions made under this Section.

4.3 Suspensions or downtime for the above reasons are not SLA breaches and do not entitle the Client to compensation.

5. WARRANTIES

5.1 Arkafort will perform services with reasonable skill, care, and in line with industry practice.

5.2 Arkafort is not responsible for failures of third-party software, hardware, or services (e.g. Acronis, Microsoft, Ubiquiti). Vendor warranties will be passed through where available.

5.3 The Client will use services lawfully and not disrupt Arkafort's systems or other clients.

6. TERM & TERMINATION

6.1 This MSA takes effect upon the Client's first acceptance (via approval of a SOW, Estimate, Sales Order, or Invoice referencing it) and shall remain in force on an evergreen basis until terminated under this Section. The MSA governs all current and future SOWs between the Parties.

6.2 Each SOW defines its own term. Where none is stated, it continues until services are completed and fully paid.

6.3 Either Party may terminate this MSA or an active SOW for material breach not remedied within 30 days of written notice.

6.4 Arkafort may terminate immediately for fraud, non-payment (after 30 days overdue), unlawful use, false information, or Force Majeure beyond 90 days.

6.5 The Client may terminate if Arkafort is in uncured material breach, is legally prohibited from service delivery, or by Force Majeure beyond 90 days.

6.6 Early termination by the Client (without cause) requires payment of all remaining fees for the balance of the term of the affected SOW(s).

6.7 On termination of a SOW or this MSA:

- All outstanding amounts become due.
- Client must cease using services.
- Arkafort may provide transition support for up to 90 days, at cost, unless termination was due to Client breach.

6.8 Where no SOW, Estimate, Sales Order, or Invoice is active, this MSA remains in force for governing future engagements and for enforcing obligations that survive service expiry (including payments, confidentiality, indemnity, limitation of liability, and non-solicitation).

6.9 Either Party may terminate this MSA or any active SOW with immediate effect if the other Party becomes insolvent, enters liquidation or administration, or has a receiver appointed over its assets.

7. INDEMNIFICATION

7.1 The Client indemnifies Arkafort against claims, damages, or costs (including legal fees) arising from:

- Misuse of services.
- Breach of this MSA.
- Failure to follow Arkafort recommendations.
- Acts or omissions of the Client, its staff, or users.

7.2 Arkafort indemnifies the Client only for third-party claims that Arkafort's own services (excluding third-party products) infringe intellectual property, or for breaches of confidentiality/data protection.

8. LIMITATION OF LIABILITY

8.1 Arkafort's total liability is capped at fees paid in the twelve (12) months prior to the claim.

8.2 Arkafort is not liable for:

- Indirect or consequential losses (e.g. lost profits, data loss, business interruption).
- Failures of third-party products or services.
- Staff mistakes, unless caused by gross negligence or wilful misconduct.

8.3 SLA credits are the Client's sole remedy for SLA failures and cannot be combined with damages.

8.4 Arkafort maintains professional indemnity and public liability insurance. To the fullest extent permitted by law, the Client agrees that its sole recourse for any claim shall be against such insurance, and Arkafort's liability shall not exceed the limits of cover provided.

9. FORCE MAJEURE

9.1 Neither Party is liable for failure to perform due to events beyond reasonable control (e.g. natural disasters, pandemics, war, telecoms outages).

9.2 Arkafort will notify the Client promptly of such events.

9.3 If the event continues for 90 days, either Party may terminate affected services without liability, save for fees accrued.

10. INTELLECTUAL PROPERTY

10.1 Deliverables created specifically for the Client will belong to the Client.

10.2 Arkafort retains ownership of its pre-existing materials, tools, and methods, granting the Client a licence to use them only as part of the Deliverables.

10.3 Third-party software/hardware remains under vendor licence terms.

11. DISPUTE RESOLUTION

11.1 Disputes will first be escalated to senior representatives within 10 business days.

11.2 If unresolved after 30 days, either Party may refer to mediation (Malta Mediation Centre or agreed mediator).

11.3 If unresolved after 60 days of mediation, disputes will be decided by the Courts of Malta, which have exclusive jurisdiction.

11.4 Disputes do not suspend the Client's payment obligations or Arkafort's service delivery unless the MSA or SOW is properly terminated.

12. WAIVER

Failure or delay to enforce any right under this MSA is not a waiver of that right. Waivers must be in writing.

13. SEVERABILITY

If any provision is invalid or unenforceable, it shall be modified to the minimum extent to remain valid. If not possible, it will be deleted, and the rest of the MSA remains in effect.

14. GOVERNING LAW & JURISDICTION

This MSA is governed exclusively by Maltese law. The Courts of Malta have sole jurisdiction.

15. CONFIDENTIALITY

15.1 Each Party must protect the other's confidential information, use it only for this MSA, and disclose it only to those with a strict need to know.

15.2 Confidentiality does not apply to information that is public, lawfully obtained elsewhere, independently developed, or already known.

15.3 The receiving Party shall not copy, transcribe, reverse engineer, disassemble, or otherwise reproduce the other Party's confidential information, except as strictly necessary for performance of this MSA or as required by law.

15.4 The Parties shall ensure that confidential information exchanged electronically is appropriately secured, including encryption in transit where technically feasible and reasonable.

15.5 On termination, confidential information must be returned or securely destroyed, except where retention is required by law.

15.6 Confidentiality obligations survive for three (3) years after termination.

16. NON-SOLICITATION & NON-CIRCUMVENTION

16.1 The Client shall not solicit, recruit, or employ Arkafort staff during this MSA or any active SOW, and for twelve (12) months after the last SOW ends. Breach = liquidated damages equal to 12 months of the staff member's salary.

16.2 The Client shall not bypass Arkafort by contracting directly with vendors, subcontractors, or third parties introduced by Arkafort during this MSA or for twelve (12) months after the last active SOW ends.

16.3 Arkafort may seek injunctive relief for breaches of this Section.

17. DATA PROTECTION

17.1 Each Party will comply with GDPR and Maltese Data Protection Act.

17.2 The Client is solely responsible for its role as Data Controller. Arkafort acts as Data Processor unless otherwise agreed in a SOW.

17.3 Backups: Arkafort provides backup services only if stated in a SOW. Backups are best-effort; Arkafort is not liable for data loss or recovery failure except in cases of gross negligence or wilful misconduct.

17.4 Arkafort may disclose Client data only as required by law, authorised by the Client, or necessary for service delivery (e.g. to vendors such as Acronis or Microsoft).

17.5 Arkafort shall apply appropriate technical and organisational measures to protect data.

17.6 Arkafort shall notify the Client of any data breach within 36 hours and co-operate on mitigation.

17.7 Arkafort may record calls, video meetings, or chats for training, monitoring, automation, or complaint resolution.

17.8 Data will be retained only as long as necessary for service delivery, compliance, or enforcement.

17.9 If the Client breaches this MSA, Arkafort may disclose Client data to the extent reasonably necessary to enforce its rights or remedies under this MSA or applicable law.

18. ENTIRE AGREEMENT

18.1 This MSA and any referenced SOW, Estimate, Sales Order, or Invoice is the entire agreement, superseding all prior discussions or agreements.

18.2 No partnership, joint venture, or agency is created.

18.3 Amendments must be in writing and incorporated by reference into an SOW, Estimate, Sales Order, or Invoice.

18.4 Change Orders follow the applicable SOW procedures.

18.5 The Client acknowledges it has not relied on any statement outside this MSA or applicable SOWs.

19. NOTICES

19.1 Notices must be in writing and delivered by hand, registered post, or email.

19.2 Notices to Arkafort:

Arkafort Limited

124, Triq Ic Cawqli

Qormi

Malta QRM3906

Email: legal@arkafort.com (valid only if receipt is acknowledged in writing by Arkafort).

19.3 Notices to the Client: to the billing/administrative contact in the SOW, Estimate, Sales Order, or Invoice.

19.4 Notices are deemed received when:

- Delivered by hand: at delivery.
- By post: 3 business days after posting.
- By email: when acknowledged in writing by the recipient.

19.5 Legal proceedings must follow Maltese law.

20. MISCELLANEOUS

20.1 The Client may not assign this MSA without Arkafort's consent. Arkafort may assign or subcontract but remains responsible.

20.2 No third party has rights under this MSA.

20.3 This MSA may be executed electronically and is binding without handwritten signature.

20.4 Headings are for convenience only. Singular includes plural and vice versa.

20.5 Provisions intended to survive termination (e.g. Confidentiality, Data Protection, Liability, Indemnification, Non-Solicitation, Governing Law, Payments) remain in force.

20.6 Referral Rewards. Arkafort may, from time to time, operate a referral rewards program.

Clients who introduce new business opportunities that result in a successful engagement with Arkafort may be eligible for referral benefits, such as service credits or other agreed rewards.

Further details are available upon request.