



Virta247 Ltd - Master Services Agreement

Prepared July 2026

1. Contract Formation

This Agreement may be formed by signed proposal, email acceptance, electronic signature, or acceptance of a purchase order together with Virta247's acceptance.

2. Scope of Services

Virta247 provides business process automation, workflow optimisation, Microsoft 365 consultancy, SharePoint consultancy, implementation services, technical consultancy and ongoing support services.

3. Client Authorisation and Change Control

Virta247 shall obtain Client approval before implementing any material change. Approval may be provided in writing, email, ticketing system or agreed project platform. Variations may affect timescales and fees.

4. Fees, Deposits and Payment Terms

A 50% deposit is required before project commencement. Remaining balances are payable within 14 days of invoice. Late payments may attract interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

5. Suspension Rights

Virta247 may suspend project work, support services, retainer services and maintenance services where invoices remain overdue.

6. Retainer Services

Retainers provide a fixed monthly allocation of support hours. Unused hours expire at month end. Additional hours require Client approval and will be charged at Virta247's prevailing rate.

7. Service Levels

Support is provided Monday to Friday, 09:00–17:00 UK time excluding public holidays. Response targets: Critical 4 business hours, High 1 business day, Normal 2 business days, Low 5 business days.

8. Client Responsibilities

The Client remains responsible for approvals, testing, user training, licensing, backups, disaster recovery, account management, compliance and operational management of its systems.

9. Testing and Acceptance

The Client shall test all deliverables before production use. Deliverables shall be deemed accepted after 14 days unless material defects are reported in writing.

10. Intellectual Property

The Client retains ownership of its data and branding. Virta247 retains ownership of methodologies, templates, frameworks, know-how, reusable code and reusable automation components.

11. Confidentiality

Confidentiality obligations apply during the engagement and survive termination for five years.

12. Data Protection

Where Virta247 processes personal data on behalf of the Client, the Virta247 Data Processing Agreement shall apply.

13. Cybersecurity and Client Systems

Virta247 is responsible only for systems directly owned and controlled by Virta247. The Client remains responsible for Microsoft 365, SharePoint environments, Google Workspace, CRM systems, servers, endpoints, permissions, cloud tenancies, security monitoring, backups, patching and regulatory compliance.

14. No Cybersecurity Services

Unless separately agreed in writing, Virta247 is not acting as an MSSP, cybersecurity consultant, penetration tester, security auditor or incident response provider.

15. Data Migration Disclaimer

Virta247 is not responsible for missing, inaccurate, duplicate, corrupted or incomplete data supplied by the Client.

16. Microsoft and Third-Party Services Disclaimer

Virta247 is not liable for outages, functionality changes, licensing changes, API changes, service withdrawals or failures of Microsoft or other third-party providers.

17. Automation and AI Disclaimer

Automations and AI-generated outputs may be affected by external factors and must be reviewed by the Client before use. Virta247 does not guarantee uninterrupted operation.

18. Project Delays

Virta247 is not responsible for delays caused by Client inaction, missing information, delayed approvals or delayed responses.

19. Support Exclusions

Retainers exclude new projects, major redesigns, large-scale migrations, new automation development and new SharePoint implementations unless otherwise agreed.

20. Non-Solicitation

The Client shall not directly engage Virta247 employees, contractors or subcontractors during the engagement and for twelve months thereafter without written consent.

21. Portfolio Rights

Virta247 may reference a Client engagement only with the Client's prior written permission.

22. Limitation of Liability

Virta247's total aggregate liability shall not exceed the fees paid for the specific project giving rise to the claim.

23. Excluded Losses

Virta247 shall not be liable for loss of profit, revenue, business opportunity, goodwill, reputation, indirect loss, consequential loss, or cyber incidents arising from Client-controlled environments.

24. Force Majeure

Neither party shall be liable for failures caused by events outside reasonable control.

25. Termination

Either party may terminate upon 30 days written notice. Immediate termination rights apply for non-payment, material breach or unlawful activity.

26. Governing Law

This Agreement shall be governed by the laws of England and Wales.