



Master Terms



**MRS WEB SOLUTIONS LIMITED
(TRADING AS MRS DIGITAL)**



Contents

1 Definitions and Interpretation..... 4

2 Term Sheets 4

5 Term and Renewal..... 5

6 Supplier’s Obligations 5

7 Client’s Obligations..... 5

8 Sub-Contracting 7

9 Disruption to Services and Non-Availability of Service..... 7

10 Fees..... 8

11 Changes to Services and Terms..... 9

12 Warranties 9

14 Intellectual Property 11

15 Indemnity 13

16 Confidential Information 13

17 Relief 14

18 Limitation of Liability 14

19 Data Protection..... 15

20 Termination..... 17

21 Consequences of Termination..... 18

22 Entire Agreement 18

23 Notices..... 18

24 Variation 19

25 Assignment and Subcontracting..... 19

26 No Partnership or Agency 19

27 Severance 19

28 Waiver 20

29 Costs and Expenses..... 20

30 Third Party Rights 20

31	Authority.....	20
32	Governing Law	20
33	Jurisdiction	20
	Definitions and Interpretation.....	21

V1.2 These current consolidated Master Terms were published on 02/01/2024.

Background

A The Client agrees to engage the Supplier to provide certain services and the Supplier agrees to provide the same, on the terms and conditions of the Agreement and in accordance with each Term Sheet (as defined below).

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation set out in 0 shall apply to the Agreement.

1.2 In the Agreement:

1.2.1 each Term Sheet entered into by the Client shall form a separate agreement, incorporating these Master Terms and the applicable Service Specific Terms (the “**Agreement**”);

1.2.2 in the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to in it, the following order of priority shall prevail (in descending order of priority):

- (a) the Term Sheet;
- (b) the Service Specific Terms; and
- (c) the Master Terms

1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

2 Term Sheets

2.1 Individual Term Sheets may be entered into by the parties for the provision of services and any such Term Sheet will be governed by and subject to the terms of these Master Terms and the applicable Service Specific Terms.

2.2 The Client shall only be committed to purchasing and the Supplier to performing the Services upon both parties signing a Term Sheet.

3 Service Specific Terms

3.1 Where the parties have agreed that the Supplier shall perform “Search Engine Optimisation” services, the additional specific terms as contained in Appendix 1 shall apply and shall form part of the Agreement.

3.2 Where the parties have agreed that the Supplier shall perform “Paid Media” services, the additional specific terms as contained in Appendix 2 shall apply and shall form part of the Agreement.

3.3 Where the parties have agreed that the Supplier shall perform “Social Media Marketing” services, the additional specific terms as contained in Appendix 3 shall apply and shall form part of the Agreement.

3.4 Where the parties have agreed that the Supplier shall perform “Email Marketing” services, the additional specific terms as contained in Appendix 4 shall apply and shall form part of the Agreement.

3.5 Where the parties have agreed that the Supplier shall perform “Web Development” services, the additional specific terms as contained in Appendix 5 shall apply and shall form part of the Agreement.

4 Services

4.1 During the Service Period, the Supplier shall:

- 4.1.1 perform the Services in accordance with the terms of the Agreement;
- 4.1.2 deliver the Deliverables to the Client;
- 4.1.3 comply with all reasonable instructions and requirements of the Client; and
- 4.1.4 when performing the Services, comply with the Client's information and IT security measures as communicated to the Supplier.

5 Term and Renewal

- 5.1 If the Term Sheet indicates the Service's term type is "Retained":
 - 5.1.1 The Supplier shall perform the Retained Services for the duration of the Retained Service Period.
 - 5.1.2 Unless the Term Sheet expressly states otherwise, and subject to clause 5.1.3, on expiry of the Retained Service Period indicated in the Term Sheet for each Retained Service (**first Renewal Date**), the Retained Service Period shall continue and automatically renew for a period of twelve months and shall thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).
 - 5.1.3 If either party wishes for the Retained Service Period to expire on the next Renewal Date, it may cause the Retained Service to expire on that Renewal Date by giving notice, provided such notice is served not less than one (1) calendar month prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 5.1.3, the Retained Service shall renew at the next Renewal Date in accordance with clause 5.1.2.
- 5.2 If the Term Sheet indicates the Service's Term Type is "Project", the Supplier shall use its best endeavours to perform the Project Service/s by the Estimated Completion Date.

6 Supplier's Obligations

- 6.1 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Agreement and Term Sheet, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of the Agreement.

7 Client's Obligations

- 7.1 The Client shall:
 - 7.1.1 Cooperate with the Supplier in all matters relating to the Services;
 - 7.1.2 Provide to the Supplier in a timely manner all Client Materials required under a Term Sheet, as specified in the applicable Service Specific Terms or as otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 7.1.3 obtain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to utilise the Client Material and provide the Services;
 - 7.1.4 at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications;

- 7.1.5 refrain from publicly criticising or defaming the Supplier, or any of its employees or associates at any time (both during the Service Period and following the expiry or termination of the Agreement);
 - 7.1.6 Refrain from publicly seeking advice relating to the Services on any public forum, blog, community group or social media network in a way which negatively impacts the reputation of the Supplier, any of its employees or associates; and
 - 7.1.7 comply with any additional responsibilities of the Client as set out in the Term Sheet and this Agreement.
- 7.2 If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.
- 7.3 The Client agrees that it has sole responsibility for:
- 7.3.1 Ensuring that it is the legal owner of the Client Materials, or if not the legal owner of the Client Materials, that it has obtained all necessary consents, licences and authority in order to supply the Client Materials to the Supplier and undertakes to the Supplier that it has obtained all necessary consents and legal authority in order for the Supplier to utilise the Client Materials in the manner agreed in order to provide the Services.
 - 7.3.2 The compliance with any applicable law in any relevant jurisdiction (including any provisions regarding copyright protection and the acquisition of licences) of any content or any Deliverable produced or sent on the Client's behalf pursuant to the Services, or provided by the Client to the Supplier (including but not limited to text, images, videos or applications) including any material placed by any third party on the Client's Website;
 - 7.3.3 The compliance of all applicable laws, rules and regulations or conditions that may apply in respect of data, material or information utilised by the Client that originates from any third party sources or databases and for such purpose, to ensure that the Client has all appropriate licences or any other contractual requirements in place as required in order to comply with any third party intellectual property rights and Applicable Data Protection Law..
 - 7.3.4 Inspecting the content of any Deliverables produced in accordance with the Services and testing user functionality prior to any websites, systems and marketing content 'going live' to the Client's own satisfaction. The Client agrees that the Supplier shall not be responsible for any losses or liabilities arising due to Client's failure to perform the inspection as required under this clause 7.3.4.
 - 7.3.5 Maintaining the security of any password, identification measures and other confidential information relating to the Client's account. The Client agrees that it will notify the Supplier immediately of any known or suspected unauthorised use of the Client's account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of the Client's password or other identification measures.
 - 7.3.6 Protecting itself against the possibility of destruction, loss of use or corruption of data and the Client shall obtain and maintain suitable insurance in such respect.
- 7.4 The Client agrees that it will not use any of the Services provided by the Supplier:-
- 7.4.1 To reproduce, duplicate, copy, plagiarise or resell any Deliverables, images, website code, system code, software code developed by or for the Supplier (whether owned by the Supplier or licenced from a third party);

- 7.4.2 For the purpose of knowingly displaying unlawful, obscene, offensive, menacing, discriminatory, defamatory or illegal material;
 - 7.4.3 For the purpose of displaying or transmitting material which breaches any national or international copyright law, Intellectual Property Rights or in breach of the rights of any person; and
 - 7.4.4 For any fraudulent, criminal or unlawful activities.
- 7.5 The Client agrees that it will not bring the Supplier's reputation into disrepute.
- 7.6 The Client agrees not to solicit any of the employees, consultants or directors of the Supplier during the Service Period or for a period of twelve months following the end of the Service Period.

8 Sub-Contracting

- 8.1 The Supplier may subcontract the performance of all or certain portions of the Services to a qualified third party, provided that such subcontractor performs those Services in a manner consistent with the terms, conditions and obligations of the Agreement and to a reasonable standard.
- 8.2 The Supplier shall have the right to change any third party sub-contractor it has engaged to perform all or any portion of the Services.
- 8.3 The Supplier shall take all steps to ensure that any third party subcontractor engaged to perform all or any portion of the Services shall provide such Service to a reasonable standard, however, for the avoidance of doubt, the Supplier shall not be liable for any failure by any third party to provide any aspect of the Services whatsoever.

9 Disruption to Services and Non-Availability of Service

- 9.1 The Supplier makes no representation, warranty or guarantee that the Services shall be provided continuously, and the Client acknowledges that the Services may be subject to periods of non-availability.
- 9.2 The Supplier may temporarily suspend the Services at its sole discretion for any operational reason or during periods of Permitted Downtime.
- 9.3 The Supplier, at its sole discretion, reserves the right to suspend the Services (or any part thereof) provided to the Client:
- 9.3.1 In the event of any breach of the Agreement by the Client;
 - 9.3.2 Upon receipt of any complaint or communication from a third party that the Client is in breach of the Agreement;
 - 9.3.3 If the Supplier suspects that there has been any fraudulent activity, misuse of the Services or breach of the Agreement;
 - 9.3.4 If the Client becomes subject to any of the events listed in clauses 20.1.1 to **Error! Reference source not found.** or the Supplier reasonably believes the Client is about to become subject to them.
 - 9.3.5 the Client fails to pay any sums due to the Supplier by the due date for payment; or
 - 9.3.6 if required by law, by court or governmental or regulatory order.

- 9.4 In relation to suspensions under clause 9.3.5, access to the Services will be restored promptly after the Supplier receives payment in full of all sums in cleared funds. In all other cases, the Supplier will take steps to investigate the reason for suspension and may or restore or continue to suspend the Services at its complete discretion.
- 9.5 Fees shall remain payable during any period of suspension notwithstanding that the Services have been suspended.
- 9.6 The Supplier shall not be liable in any way for:
- 9.6.1 Non-availability of any Services during any Permitted Downtime or other operational reasons. The Supplier will use reasonable efforts to ensure that any routine maintenance is conducted with as little disruption as possible to the Client.
 - 9.6.2 Non-availability of Service caused by the failure of the Client or any third party;
 - 9.6.3 Any suspension of services in accordance with clause 9.3;
 - 9.6.4 Non-availability of any Service caused by Force Majeure or any other cause not in the direct control of the Supplier; or
 - 9.6.5 Data which is incorrectly backed up or, when backed up, cannot be successfully restored.
- 9.7 The Client agrees and undertakes that it shall obtain and maintain (at its own expense) suitable insurance against any losses caused by any non-availability of any Service.

10 Fees

- 10.1 The Fees shall be paid by the Client at the rates and in the manner described in the Pricing Terms.
- 10.2 The Supplier shall provide invoices to the Client and will be entitled to invoice the Client in advance for the Services;
- 10.3 Fees shall be due upon receipt of an invoice issued by the Supplier, unless the Client has a credit facility with the Supplier, in which case payment is subject to the terms of the agreed credit facility;
- 10.4 Fees are exclusive of VAT which shall be payable by the Client at the rate and in the manner prescribed by law.
- 10.5 The Supplier shall be entitled to be reimbursed by the Client for all out-of-pocket expenses (including the cost of hotel or other accommodation, subsistence, travelling, travel time charges and any other ancillary expenses) incurred by the Supplier in the provision of the Services and the Supplier shall be entitled to include any such expenses on invoices rendered.
- 10.6 The Supplier shall have the right to charge interest on overdue invoices at the rate of **3%** per year above the base rate of the Bank of England calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 10.7 Unless otherwise specified, all Fees are non-refundable.
- 10.8 The Supplier shall be entitled to increase the Fees for any and all Services at any time by notice to the Client provided that the Supplier shall not be entitled to increase the Fees by an amount greater than the percentage change over 12 months set out in the most recently published Consumer Price Index and on less than *six (6) weeks* prior notice or more than once every 12 months.
- 10.9 The Client shall pay the Fees in full without any deduction or withholding except as required by law, and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order

to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

- 10.10 Should the Services require the use of any Third-Party Resources, the Client shall be responsible for the fees of such Third-Party Resources, which may include (amongst other responsibilities) the Client opening and/or maintaining an account with the necessary Third-Party Resource and ensuring such account has adequate funds available. The Client shall be wholly responsible for ensuring the fees of any Third-Party Resources are paid on time and the Supplier shall bear no responsibility for any unavailability of Services caused as a result of the Client failing to make payment of any such fees when due.
- 10.11 The Supplier may supply or procure images for the Client's use in providing the Services. The Supplier reserves the right to charge the Client for the use of any such image in addition to a time charge which will be indicated on the Term Sheet or as otherwise notified to the Client by the Supplier.
- 10.12 To the extent the Agreement terminates or expires, the Client shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

11 Changes to Services and Terms

- 11.1 The Supplier may at its absolute discretion make, and notify the Client of updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of the Agreement (excluding in each case the Term Sheet) from time to time by *notifying the Client of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects ("Update Notification")*.
- 11.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from the date 30 Business Days after Update Notification of such revised document(s) (the "**Update**") (or at such later date as the Supplier may specify).
- 11.3 In the event that the Client reasonably believes that any Update has a material negative impact on it, it may by notice elect to terminate the Agreement in respect of all impacted Services, provided it exercises such right prior to such Update taking effect pursuant to clause 11.2 on not less than 15 Business Days prior written notice and notifies the Supplier at the time of exercising such right of the negative impact which has caused it to exercise this right.

12 Warranties

- 12.1 Subject to the remainder of this clause 12, the Supplier warrants:
 - 12.1.1 it has the right, power and authority to enter into and perform this Agreement;
 - 12.1.2 that it shall provide the Service/s with reasonable care and skill;
 - 12.1.3 it has all rights, licences and permission necessary to provide the Deliverables and to supply the Services pursuant to this Agreement (save in respect of any Client Materials which the Supplier gives no warranty);
 - 12.1.4 the Deliverables will conform to their description set out in the Term Sheet; and
 - 12.1.5 it shall use personnel to provide the Services who are suitably skilled, trained and experienced.
- 12.2 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Client

acknowledges that such risks are inherent in internet-based services and that the Supplier shall have no liability for any such delays, interruptions, errors, unavailability or other issues.

- 12.3 If the Client believes there has been a breach of any warranty in clause 12.1, the Supplier shall (at its own election): use reasonable endeavours to repair or replace the impacted Services within a reasonable time, or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which the Supplier was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 12.3 sets out the Client's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 12.1.
- 12.4 The warranty in clause 12.1 is subject to the limitations set out in clause 18 and shall not apply to the extent that any error in the Services arises as a result of:
- 12.4.1 any act by any third party (including hacking or the introduction of any virus or malicious code);
- 12.4.2 any breach of the Agreement by the Client; or
- 12.4.3 any act of Force Majeure.
- 12.5 The Supplier makes no guarantee and gives not warranty (and the Client acknowledges that no liability or obligation is accepted by the Supplier howsoever arising whether under contract, tort, in negligence or otherwise) that:
- 12.5.1 the Services shall meet the Client's individual needs, whether or not such needs have been communicated to the Supplier;
- 12.5.2 any particular results or outcomes may be achieved as a result of the Services;
- 12.5.3 the operation of the Services shall not be subject to minor errors or defects; or
- 12.5.4 the Services shall be compatible with any software or service or with any hardware or equipment otherwise as agreed under the Agreement.
- 12.6 Other than as set out in this clause 12, and subject to clause 18.5, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.
- 12.7 The Client warrants and undertakes that:
- 12.7.1 it owns or has the right to use and share the Client Materials;
- 12.7.2 it has received the necessary consents, licences or permissions to use the Client Materials in accordance with the Agreement from the applicable owner(s) and, where necessary has procured the necessary consent and licences in favour of the Supplier to use, copy and modify such Client Materials in order to provide the Services;
- 12.7.3 the use of the Client Materials by the Supplier shall not infringe the Intellectual Property Rights of any third party; and
- 12.7.4 it shall not use the Services for any improper, unlawful, obscene, offensive, menacing, discriminatory, defamatory or illegal purposes.

13 Non-Supplier Materials

- 13.1 The Supplier may make Non-Supplier Materials available for the Client's use in connection with the Services. The Client agrees that:
- 13.1.1 The Client shall enter into a third party agreement with the owner or licensor of the relevant Non-Supplier Materials;
 - 13.1.2 the Supplier has no responsibility for the use or consequences of use of any Non-Supplier Materials;
 - 13.1.3 the Client's use of any Non-Supplier Materials shall be governed by the applicable terms between the Client and the owner or licensor of the relevant Non-Supplier Materials and the Client shall be solely responsible for performing its obligations under such terms;
 - 13.1.4 the Client is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials and the Client shall indemnify the Supplier in respect of any costs, liabilities or obligations that arise in relation to the Client's use of the Non-Supplier Materials; and
 - 13.1.5 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of, or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials.

14 Intellectual Property

- 14.1 To the extent Non-Supplier Materials are made available to, or used by or on behalf of the Client, in connection with the use or provision of any Service, such use of Non-Supplier Materials (including all licence terms) shall be exclusively governed by applicable third-party terms notified or made available by the Supplier or the third party and not by this Agreement. The Supplier grants no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.
- 14.2 Subject to payment in full by the Client of the Fees, all Intellectual Property Rights in the Deliverables shall vest in and belong to the Client absolutely (save for any images pursuant to clause 14.4), and the Supplier hereby assigns with full title guarantee and free from all encumbrances and rights of third parties all such Intellectual Property Rights in the Deliverables to the Client. The Supplier shall execute all documents and take all actions necessary or reasonably requested by the Client to document, obtain, maintain, perfect or assign its rights to the Deliverables.
- 14.3 The Supplier may, during the Service Period create, develop or provide certain Materials in order to enhance the performance of the Services outside of the Deliverables. All Intellectual Property Rights in such Materials shall remain with the Supplier and the Supplier shall provide a non-exclusive licence to the Client during the Service Period to utilise such Materials for the agreed purposes.
- 14.4 Should the Supplier procure images for use by the Client in provision of the Services, and such images are procured by way of a licence of such image/s by the Supplier from a third party, the Supplier shall grant to the Client, a non-exclusive, non-transferable, royalty-free, revocable and worldwide sub-licence for the use of such image/s but strictly limited to the purpose for which the image/s is provided by the Supplier to the Client. For the avoidance of doubt, the Client shall not be permitted to utilise any image/s provided or procured by the Supplier for any other purpose apart from the specific purpose the image/s was originally provided for.
- 14.5 The Client grants to the Supplier for the Service Period, a non-exclusive, non-transferable, royalty-free, revocable and worldwide licence to access and use the:
- 14.5.1 Website(s);

- 14.5.2 Client Materials;
- 14.5.3 Deliverables; and
- 14.5.4 name, logo, company name and trade mark(s) of the Client,
- for the sole purpose of enabling the Supplier to provide the Services in accordance with the terms of this Agreement and any other guidelines issued by the Client to the Supplier from time to time.
- 14.6 The Supplier may make available certain pre-existing Materials to the Client in order to provide the Services and for such purpose, the Supplier shall grant a licence to the Client on a royalty-free non-exclusive worldwide basis to such extent as is necessary to enable the Client to make reasonable use of such pre-existing Materials during the Service Period but no Intellectual Property Rights to any pre-existing Materials (outside of the Deliverables) shall pass to the Client at any time.
- 14.7 The Client warrants, guarantees and undertakes to the Supplier that it is the legal owner of the Client Materials (including all images supplied by the Client to the Supplier for use in relation to the Services) or, if the Client is not the legal owner of the Client Materials, that the Client has obtained the requisite consents, authorities and (where appropriate) any licences required in order for the Supplier to use, modify and publish any Client Materials in the provision of the Services. The Supplier shall accept no responsibility for Intellectual Property Claims in respect of any Client Material provided by the Client and the Client undertakes to indemnify the Supplier on a full indemnity basis for any Intellectual Property Claims brought by any third party in respect of any Client Materials.
- 14.8 The Supplier undertakes to take all reasonable steps to ensure that in providing the Services it shall not breach the Intellectual Property Rights of any third party.
- 14.9 The Supplier shall have no liability or obligation under this clause 14 in respect of (and shall not be obliged to defend) any Intellectual Property Claim which arises in whole or in part from:
- 14.9.1 any modification of the Services (or any part) without the Supplier's express written approval;
- 14.9.2 any Non-Supplier Materials;
- 14.9.3 any Client Materials;
- 14.9.4 any software that is distributed with its source code making it available for use, modification and distribution, commonly referred to as "Open Source Software"; or
- 14.9.5 any breach of the Agreement by the Client.
- 14.10 Subject to clause 18.5, the provisions of this clause 14 set out the Client's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any Intellectual Property Claim.
- 14.11 The Supplier reserves the right at any time, and without needing to obtain any prior approval from the Client to amend the Deliverables or Services if the Supplier becomes aware or reasonably believes the Deliverables or Services are in breach of a third party's Intellectual Property Rights.
- 14.12 As part of the provision of Services, the Supplier may create and host a 'landing page' for the Client in connection with the Services. The parties acknowledge that the landing page shall remain the intellectual property of the Supplier at all times, including upon the expiry or termination of this Agreement for whatever reason.
- 14.13 This clause 14 shall survive the termination or expiry of the Agreement.

15 Indemnity

- 15.1 The Client shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (and including but not limited to loss or destruction of or damage to the Supplier's property, which includes data) as a result of the Client's breach of the Agreement.
- 15.2 The Client shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Client in respect of the indemnities provided under the Agreement.
- 15.3 Nothing in this Agreement; shall impose any liability on any member of the staff of the Supplier or its representatives in their personal capacity.
- 15.4 The Client shall indemnify the Supplier against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities incurred by the Supplier which arise from any claim from a third party of an infringement or alleged infringement of any third party's Intellectual Property Rights, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Supplier.
- 15.5 This clause 15 shall survive termination or expiry of the Agreement.

16 Confidential Information

- 16.1 The Client shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under the Agreement.
- 16.2 The Client undertakes to:
- 16.2.1 disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement;
 - 16.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 16; and
 - 16.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 16.2 as if they were the Client's own acts or omissions.
- 16.3 The Client shall give notice to the Supplier of any unauthorised use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.
- 16.4 The provisions of this clause 16 shall not apply to information which:
- 16.4.1 is or comes into the public domain through no action or inaction of the Client, its officers, employees, agents or contractors;
 - 16.4.2 is lawfully received by the Client from a third party free of any obligation of confidence at the time of its disclosure;
 - 16.4.3 is independently developed by the Client, without access to or use of the Supplier's Confidential Information; or

16.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Client, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.

16.5 This clause 16 shall survive the termination or expiry of the Agreement for a period of ten (10) years.

17 Relief

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

18 Limitation of Liability

18.1 The extent of the Supplier's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 18.

18.2 Subject to clause 18.5, the Supplier's total aggregate liability howsoever arising under or in connection with the Agreement shall not exceed an amount equal to the Fees for all Services paid to the Supplier in the 12-month period immediately preceding the first incident giving rise to any claim under the Agreement.

18.3 Subject to clause 18.5, the Supplier shall not be liable for consequential, indirect or special losses.

18.4 Subject to clause 18.5, the Supplier shall not be liable for any of the following (whether direct or indirect):

18.4.1 loss of profit or revenues;

18.4.2 destruction, loss of use or corruption of data;

18.4.3 loss or corruption of software or systems;

18.4.4 loss or damage to equipment;

18.4.5 loss of use;

18.4.6 loss of production;

18.4.7 loss of contract;

18.4.8 loss of business or commercial opportunity;

18.4.9 loss of savings, discount or rebate (whether actual or anticipated);

18.4.10 unauthorised third party access to the Services (howsoever caused);

18.4.11 harm to reputation or loss of goodwill; and/or

18.4.12 wasted time or expenditure.

18.5 Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following:

18.5.1 death or personal injury caused by negligence;

- 18.5.2 fraud or fraudulent misrepresentation; or
- 18.5.3 any other losses which cannot be excluded or limited by applicable law.
- 18.6 The Client agrees that it shall notify any claim within 12 months of it arising.
- 18.7 This clause 18 shall survive the termination or expiry of the Agreement.
- 19 Data Protection**
- 19.1 For the purposes of this **Error! Bookmark not defined.19** the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 19.2 Both parties will comply with all applicable requirements of Applicable Data Protection Law. This **Error! Bookmark not defined.19** is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Law.
- 19.3 The parties have determined that, for the purposes of Applicable Data Protection Law and the delivery of the Services hereunder:
- 19.3.1 the Supplier shall process the personal data as processor on behalf of the Client; and
- 19.3.2 the Client shall act as controller of the personal data for the purposes of receiving the Services hereunder.
- 19.4 Should the determination in clause 19.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this **Error! Bookmark not defined.19** and **Error! Reference source not found.**
- 19.5 The Client consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by the Supplier in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://www.mrs.digital/privacy/> (**Privacy Policy**). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.
- 19.6 Without prejudice to the generality of clause 19.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Client Personal Data to the Supplier or lawful collection of the same by the Supplier for the duration and purposes of this Agreement.
- 19.7 In relation to the Client Personal Data, the Term Sheet sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 19.8 Without prejudice to the generality of clause 19.2, the Supplier shall, in relation to Client Personal Data:
- 19.8.1 process that Client Personal Data only on the documented instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in the Term Sheet unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data (**Purpose**). Where the Supplier is relying on Applicable Laws as the basis for processing Client Processor Data, the Supplier shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;

- 19.8.2 implement the technical and organisational measures set out in the Term Sheet to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 19.8.3 ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- 19.8.4 assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.8.5 notify the Client without undue delay, of becoming aware of a personal data breach involving the Client Personal Data;
- 19.8.6 at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this clause 19.8.6 Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- 19.8.7 maintain records to demonstrate its compliance with this Clause 19.;
- 19.9 The Client provides its prior, general authorisation for the Supplier to:
 - 19.9.1 appoint processors to process the Client Personal Data, provided that the Supplier:
 - (a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Law, and are consistent with the obligations imposed on the Supplier in this **Error! Bookmark not defined.Error! Reference source not found.**;
 - (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - (c) shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to reasonably object to such changes, and both parties shall work together to reach a mutually agreeable solution.
- 19.10 The Supplier may, with the Client's prior written consent, transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).
- 19.11 Either party may, at any time on not less than 30 days' notice, revise this **Error! Bookmark not defined.Error! Reference source not found.** by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

19.12 The Supplier's liability for losses arising from breaches of this **Error! Bookmark not defined.**19 is as set out in clause 18.

20 Termination

20.1 The Supplier may terminate the Agreement immediately at any time by giving notice in writing to the Client if:

20.1.1 the Client commits a material breach of the Agreement and such breach is not remediable;

20.1.2 the Client commits a material breach of the Agreement which is not remedied within 20 Business Days of receiving written notice of such breach;

20.1.3 The Supplier is advised by a third party or reasonably believes that the Client is in breach of this Agreement;

20.1.4 The Client is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 (IA 1986)) or becomes subject to a moratorium under Part A1 of IA 1986 or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or becomes subject to a restructuring plan under Part 26A of the Companies Act 2006 ("CA 2006") or a scheme of arrangement under Part 26 of CA 2006 or any analogous event occurs in any applicable jurisdiction.

20.1.5 the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;

20.1.6 the Client engages in, or becomes associated with any activity that is unlawful, obscene, offensive, menacing, discriminatory, defamatory, illegal or may cause reputational damage to the Supplier.

20.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the intention to appoint, or appointment of a winding up of the Client other than for the sole purpose of a scheme for a solvent amalgamation of the Client with one or more other companies or the solvent reconstruction of the Client;

20.1.8 a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

20.1.9 any event occurs, or proceeding is taken with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 20.1; and

20.1.10 the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

21 Consequences of Termination

- 21.1 Immediately on termination or expiry of the Agreement (for any reason), the rights granted by the Supplier under the Agreement shall terminate and the Client shall stop using the Services;
- 21.2 Upon termination of the Agreement:
- 21.2.1 The Client shall, within five (5) Business Days of such termination return (or, at the Supplier's option, destroy) all of the Supplier's Confidential Information in its possession or under its control and all copies of such information;
- 21.2.2 The Supplier shall return or relinquish access to the Client Materials within such timeframe as is agreed or otherwise promptly;
- 21.2.3 The Supplier shall be entitled to block access to any Deliverable, including any website produced, published or hosted by the Supplier and the Supplier may remove all data located on such website. The Supplier will hold such data for a period of 14 days following termination of the Agreement, and allow the Client to collect such data at the Client's expense. Should the Client fail to collect its data within 14 days, the Supplier shall be entitled to destroy all such data without further notice to the Client; and
- 21.2.4 The Supplier may display or post a notice in respect of the non-availability of the Client's website in any form it sees fit.
- 21.3 Should the Agreement be terminated pursuant to the terms of the Agreement prior to the expiry of the Services Period, the parties agree that all sums payable under the Agreement (irrespective of whether they have yet become due), will become immediately due and payable.
- 21.4 Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination.

22 Entire Agreement

- 22.1 The Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 22.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement.

23 Notices

- 23.1 Any notice given by a party under the Agreement shall be:
- 23.1.1 in writing and in English;
- 23.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 23.1.3 sent to the relevant party at the address set out in clause 23.3.
- 23.2 Notices may be given, and are deemed received:
- 23.2.1 by hand: on receipt of a signature at the time of delivery;
- 23.2.2 by post nationally: at 9.00 am on the second Business Day after posting;

23.2.3 by post (internationally): at 9.00 am on the fifth Business Day after posting; and

23.2.4 by email: on receipt of a delivery email from the correct address.

23.3 Notices shall be sent to:

23.3.1 in the case of those to the Supplier, to any email or physical address or contact details notified on the Term Sheet (as updated from time to time pursuant to clause 23.4); and

23.3.2 in the case of those to the Client, to any email or physical address or contact details notified on the Term Sheet (as updated from time to time pursuant to clause 23.4).

23.4 Any change to the contact details of a party as set out in clause 23.3 shall be notified to the other party in accordance with clause 23.1 and shall be effective:

23.4.1 on the date specified in the notice as being the date of such change; or

23.4.2 if no date is so specified, five (5) Business Days after the notice is deemed to be received.

23.5 This clause does not apply to notices given in legal proceedings or arbitration.

24 Variation

24.1 No variation of the Agreement shall be valid or effective unless it is:

24.1.1 an Update made in accordance with the Agreement; or

24.1.2 made in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.

25 Assignment and Subcontracting

25.1 The Supplier may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement.

25.2 Except as expressly permitted by the Agreement, the Client shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

26 No Partnership or Agency

The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have (unless expressly agreed), nor shall represent that it has, any authority to make any commitments on the other party's behalf.

27 Severance

27.1 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.

27.2 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be

necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28 Waiver

- 28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 28.2 No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 28.3 A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29 Costs and Expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

30 Third Party Rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

31 Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into the Agreement and grant to the other the rights (if any) contemplated in the Agreement and to perform its obligations under the Agreement.

32 Governing Law

The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

DEFINITIONS AND INTERPRETATION

In the Agreement:

Applicable Data Protection Law	UK GDPR and any other laws of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal Data
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Client	has the meaning given in the relevant Term Sheet;
Client Materials	means the content, data, information, images and other materials in any form (including derivatives) relating to the Client (and/or its customers) provided to the Supplier by the Client (or on behalf of the Client) from time to time;
Deliverable/s	means the content, building blocks, materials, reports, analysis, statistics, required to be delivered by the Supplier in accordance with the Agreement and specified in the Term Sheet and Service Specific Terms (as applicable).
Estimated Completion Date	the estimated date (as indicated by the Supplier) by which the Supplier shall use its best endeavours to supply any Project Services.
EU GDPR	Regulation (EU) 2016/679 (EU GDPR)
Fees	means the amounts payable to the Supplier under the Agreement.
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet, war, revolution, terrorism, riot or civil commotion, or precautions against any such; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, ionising radiation, radioactive contamination; flood, natural disaster, or adverse weather conditions
Intellectual Property Claims	means any claim, losses, damages, liabilities, costs (including legal and other professional fees) and expenses incurred as a result of or in connection with any action, demand or claim by any third party of an infringement of their Intellectual Property Rights;
Intellectual Property Rights	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and

trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

Master Terms

means the terms set out in the clauses and other provisions of this document (including 0), as Updated from time to time;

Materials

means all services, data, information, content (including images), Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Client Material;

Non-Supplier Materials

means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Client and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in the Agreement;

Order Acceptance

means the effective date of the relevant Term Sheet;

Permitted Downtime

means:

- (a) scheduled maintenance;
- (b) emergency maintenance; or
- (c) downtime caused in whole or part by Force Majeure.

Pricing Terms

means the details of pricing and fees in respect of each of the Services, as initially provided under the Term Sheet and updated from time to time in accordance with clause 10.8;

Project Service/s

means the Service/s to be provided by the Supplier to the Client and indicated to be provided by the

	Supplier on a project basis as indicated on the Term Sheet.
Project Service Period	means (subject to clause 20) in respect of each Project Service, the duration during which the Supplier provides the relevant Project Service.
Relief Event	means: <ul style="list-style-type: none"> (a) any breach of the Agreement by the Client; (b) any breach of the Agreement outside of the control of the Supplier; or (c) any Force Majeure.
Renewal Date	has the meaning given in clause 5.1.2;
Retained Service	means the Service/s subscribed to by the Client and indicated to be provided by the Supplier for a retained period as indicated on the Term Sheet.
Retained Service Period	means (subject to clauses 5 and 20) in respect of each Retained Service, the duration during which such Retained Services are to be provided as set out in the Term Sheet and as renewed or varied in accordance with the Agreement;
Service Period	means (subject to clauses 5 and 20) the period beginning from Order Acceptance and ending when all Services have been provided (or this Agreement is terminated for any reason).
Service Specific Terms	means, in respect of each Service, the specific additional or amended terms relevant to that Service (as Updated from time to time) which as at Order Acceptance are available at https://mrs.digital/mrs-master-terms-02-01-2024/
Supplier	has the meaning given in the relevant Term Sheet;
Supplier's Confidential Information	means all information (whether in oral, written or electronic form) relating to the Supplier's business including information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information, data and graphics included in any proposal documents prepared by the Supplier and all information relating to the Pricing Terms and any other technical or operational specifications or data relating to each Service shall be part of the Supplier's Confidential Information;
Term Sheet	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Services entered into by or on behalf of the Client and Supplier, incorporating these Master

Terms and the Service Specific Terms (as applicable) (and as varied by the parties by agreement in writing from time to time);

Third Party Resource/s

means any computer programs, goods, services, products or systems or Materials which are owned by a third party and are utilised in the provision of the Services;

UK GDPR

has the meaning given to it in section 310 (as supplemented by section 205(4)) of the Data Protection Act 2018;

VAT

means United Kingdom value added tax, any other tax imposed in substitution for it.

In the Agreement, unless otherwise stated:

- 1.1 the table of contents, background section and the clause, paragraph, schedule or other headings in the Agreement are included for convenience only and shall have no effect on interpretation;
- 1.2 the Supplier and the Client are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
- 1.3 words in the singular include the plural and vice versa;
- 1.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 1.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

Appendix 1

Service Specific Terms

Search Engine Optimisation Services

Background

- (A) These Service Specific Terms, along with the Term Sheet and Master Terms form part of the Agreement.
- (B) These Service Specific Terms shall apply and form part of the Agreement if the parties have agreed that the Supplier shall supply Search Engine Optimisation Services (as agreed between the parties and specified in the Term Sheet).

1 Definitions

Terms defined in the Master Terms, unless otherwise defined in this appendix, have the same meaning in this appendix. In addition, the following definitions apply in these Service Specific Terms:

“Content” means consumable media and information online. Content is often written word, but can cover video, images or other forms of online experience.

“Deliverable” means the work product as detailed in clause 3 of this Appendix.

“Keyword/s” means a search term(s) which is used to retrieve information through Search Engines.

“Search Engines” means a software system provided by a third party that allows a person to search on the internet (provided that the parties may agree to limit the Search Engines in the Term Sheet);

“SEO” means Search Engine Optimisation, being the process of improving the volume or quality of traffic to the Website from Search Engines via “natural” or un-paid (“organic” or “algorithmic”) search results.

“URL” means a Uniform Resource Locator, meaning the address of the web page on the Internet.

“Website” means the Client’s website(s) with the URLs set out in the Term Sheet.

2 Services

The Supplier agrees to provide the Client with Search Engine Optimisation and Reporting Services (hereinafter referred to as “SEO”) and deliver the Deliverables to the Client as detailed in the Term Sheet. The Supplier is authorised to use the necessary techniques and content for developing and improving the natural visibility of the Client’s Website(s) in the Search Engines.

3 Deliverables

The Supplier shall provide some or all of the following as Deliverables as part of the SEO services (as agreed between the parties):

- a) Keyword Strategy – Research and consolidation of Keywords that will be used to target Client’s Website. Keywords are selected based on their potential to best meet Client’s objectives in context of the wider competitive environment.

- b) Content Optimisation – Making or suggesting changes to existing Content on Client’s Website to better target the relevant Keywords. This may include minor text changes or extensive edits to web pages.
- c) Content Strategy – Research and formulation of a plan of written Content that will further Client’s SEO progress. This may be delivered wholly or in part by either Client or the Supplier.
- d) Content Writing – The production of new written Content on behalf of Client to further SEO progress.
- e) Technical SEO – Review of Client’s Website to identify technical elements that may impact SEO performance. This may include (but is not limited to) reviewing HTML code, Website security, hyperlinks, error codes, Website sitemap, Google crawl or indexing errors, site speed and structured data. The Supplier may (with the Client’s prior approval) correct issues identified on the Client’s Website, or consult with the Client and report their findings.
- f) Off-site SEO – This term refers to a collection of techniques used to encourage other websites to hyperlink to the Client’s Website (often referred to ‘Link Acquisition’ or ‘Link Building’) or refer to Client. This typically includes prospecting opportunities to feature guest articles in online publications as well as digital PR activity.
- g) SEO Reporting – Provision of regular reports that compile online metrics to act as measures of, or given context to, SEO activity.

4 Client’s Responsibilities

For the purposes of receiving professional SEO services, Client undertakes to provide the following:

- a) Access to the Client’s Content Management Systems (“CMS”), File Transfer Protocol (“FTP”) and other back-end administrative access to the Client’s Website in order to make the necessary changes to the Website for the purpose of SEO improvements.
- b) Permission for the Supplier to make changes to the Website for the purpose of providing the SEO services.
- c) Permission and authority to communicate directly with any third parties necessary to provide the SEO services (e.g. the Client’s web designer).
- d) Permission to access any third party accounts in the name of the Client (e.g. the Client’s accounts with any Search Engines).
- e) Full access to the Client’s Website traffic statistics for analysis and tracking purposes.
- f) Authority for the Supplier to use the Client’s logos, trademarks, web site images, Content and any other Client Material for use in creating Content and any other uses as deemed necessary by the Supplier in order to provide the SEO Services.
- g) Any additional Content in electronic format for the purpose of creating additional or richer web pages as requested by Supplier.
- h) Full access to the Client’s Customer Relationship Management (“CRM”) systems (such as Hubspot or Zoho)
- i) Full access to the Client’s Google suite of tracking programs including analytics, tag manager, search console, looker studio and/or any other third party tracking systems used by the Client.
- j) A full breakdown of all information required or requested by the Supplier including the Client’s business objectives and targets, financial information, sales information or any other information the Supplier believes is necessary to perform the SEO Services.

Where necessary, the Client hereby grants (or shall procure the grant of) a non-exclusive, non-transferable, royalty-free, revocable and worldwide licence to the Supplier to access, use, copy or modify any of the above.

5 Disclaimer

The Client acknowledges the following with respect to SEO services from the Supplier:

- a) The Supplier has no control over the policies and ranking algorithms of Search Engines with respect to the type of sites and/or Content that they accept now or in the future. Client's Website may be excluded from any Search Engine or directory at any time at the sole discretion of the Search Engine or directory.
- b) The Supplier shall undertake all work within the existing guidelines as dictated by the Search Engines, however Search Engines may change such guidelines at their own discretion and accordingly, the Supplier accepts no responsibility for any guideline changes.
- c) Due to the competitiveness of some Keywords, on-going changes in Search Engine ranking algorithms, and other competitive factors, Supplier does not guarantee first place positions or consistent top 10 positions for any particular Keyword, phrase, or search term.
- d) Supplier assumes no liability for ranking, traffic or indexing issues related to search engine penalties or damaging activity that took place prior to Client engaging SEO services with Supplier or unbeknownst to Supplier, e.g. unethical SEO practice, Content duplication, or server blacklisting.
- e) Supplier assumes no liability for ranking, traffic or Website performance if contracted work is suspended or ceased.
- f) The Client's input and feedback to the Supplier directly impacts results. Should the Client fail to respond to the Supplier within the notified period, the Supplier reserves the right to (and the Client authorises the Supplier to) implement any suggested changes if it believes that such changes are critical and time sensitive.
- g) Client understands that ranking new websites is much more difficult than ranking established websites.
- h) Client expectations about rankings, traffic and revenues are expected to be reasonable.
- i) The Supplier accepts no responsibility for fluctuations in Search Engine ranking. Search Engine ranking may fluctuate constantly due to many external factors including changes in the ranking algorithm, market demand, SEO efforts made by third parties, or a combination of these factors.
- j) The Supplier accepts no responsibility for delays in performance caused by the migration of the Client's services without the Supplier's knowledge.
- k) Supplier makes no guarantee and gives no warranty of project timeline or added expenses if the SEO work is destroyed either wholly or in parts, either knowingly or unknowingly by any third party without the prior approval of Supplier. SEO work is considered to be destroyed either wholly or in parts if any of the following changes are made to the Website by any person other than Supplier or without first obtaining the approval of Supplier:
 - i. Changes in the names of file(s) or folder(s) or URL(s).
 - ii. Putting a file in a different folder or putting a folder in another folder or sub domain.
 - iii. Making changes in the head section of a document like changing the text in the title tag, removing certain HTML tags required for site authentication.
 - iv. Deleting a link, folder, file, web page, web document or sub domain.
 - v. Modifying text on a web document or web page including but not limited to changing the wording or meaning of the text, deleting text or adding new text.
 - vi. Removing HTML code from the Website which is used to track Website traffic (e.g. Google Analytics).
 - vii. Linking out to any other website.
 - viii. Adding a file, folder, web document, widget or any additional functionality.
 - ix. Renaming URLs of existing web documents.
 - x. Taking down the Website or part of the Website.
 - xi. Renaming, re-locating, adding or removing any file, folder or sub domain on a web server including web documents, robots.txt, .htaccess file, sitemap.xml, rss.xml etc.
 - xii. Changes in the Website architecture or menu structure.
 - xiii. Making any changes on an optimised web page.

- xiv. Uploading a new website to the domain.
 - xv. Duplicating Content either on the Website or releasing it online through other websites.
- l) Supplier makes no guarantee and gives no warranty of project timeline or added expenses if:
- i. Client fails to resolve or respond to Supplier queries on time.
 - ii. There is a delay by the Client in providing required access, documents, permissions or any support for Search Engine Optimisation purpose as is required by the Supplier.
 - iii. The Supplier is reliant on the Client making necessary or suggested changes to the Website and the Client fails to make such changes.
 - iv. The Supplier is unable to make changes to the Client's Website (for example, in an instance where the Website is hosted by a third party)
 - v. There is a server outage for prolonged time on Client's Website.
- m) Supplier shall not be responsible for the Client overwriting SEO work without first obtaining the Supplier's consent.
- n) The Client understands that SEO alone will not determine the Website's success or failure. The Client understands that they need to work as partner with the Supplier and provide the necessary time and commitment and follow any advice or suggestions seriously and expediently in order to give their marketing campaigns the greatest chance of success.
- o) SEO work may build visibility of the Client's Website in Search Engines, however the Supplier gives no warranty or guarantee that any increase in visibility will result in an increase in conversions or profitability.
- p) The Client warrants and guarantees any Client Materials including elements of text, graphics, photos, designs, trademarks, or other artwork provided to Supplier for inclusion on the Website are owned by the Client, or that Client has received permission from the rightful owner(s) to use or modify each of the elements (and have procured the necessary licences or sublicences as necessary), and will hold harmless, protect, and defend Supplier and its subcontractors from any liability or suit arising from the use of such elements.

Appendix 2

Service Specific Terms

Paid Media Services

Background

- (A) These Service Specific Terms, along with the Term Sheet and Master Terms form part of the Agreement.
- (B) These Service Specific Terms shall apply if the parties have agreed that the Supplier shall supply Paid Media (as specified in the Term Sheet).

1 Definitions

Terms defined in the Master Terms, unless otherwise defined in this appendix, have the same meaning in this appendix. In addition, the following definitions apply in these Service Specific Terms:

"Advert" includes any advertorial content which may include written word, images, videos and other forms of online experience.

"Advertising Creative" means the visual or textual Content displayed as part of an Advert.

"Ad Spend" means the agreed funds available for advertising on the agreed Search Engine or PPC Advertising Network. This excludes any VAT, DST or other relatable taxes.

"Audiences" means the group of individuals intended to be displayed an Advert, defined using various attributes, such as demographics or behaviour online.

"Campaign" means the creation, implementation and on-going management of an advertising strategy.

"Content" means consumable media and information online. Content is often written word, but can cover video, images or other forms of online experience.

"Conversions" Also known as goals. The point at which a recipient of a marketing message performs a desired outcome or action which can include orders, leads, downloads, page views, sign ups or traffic.

"Deliverables" means the work product as detailed in clause 3 of this Appendix.

"Keyword/s" means a word or phrase used to target advertising to users of Search Engines.

"Optimisation" a term used for the process of improving any single tangible or intangible element to improve PPC performance.

"PPC" means Pay-per-click advertising, a model of internet advertising in which advertisers pay a fee each time one of their ad is clicked. This term covers multiple types of advertising which includes (but is not limited to); paid search, shopping ads / Google Shopping, social media advertising / paid social (e.g. Facebook advertising), remarketing, display advertising, YouTube / video advertising, Gmail advertising.

"PPC Advertising Networks" means the networks that the Supplier agrees to provide the Paid Media services in connection with as set out in the Term Sheet. This can include but is not limited to; Google Ads, Google Display Network, Google Marketing Platform, Microsoft Advertising, Facebook, LinkedIn Ads, Twitter Ads.

"Search Engines" means a software system provided by a third party that allows a person to search on the internet (provided that the parties may agree to limit the Search Engines in the Term Sheet);

"Website" means the Client's website(s) with the URLs set out in the Term Sheet.

2 Services

The Supplier agrees to provide the Client with Paid Media Services (hereinafter referred to as “Paid Media”) as described in the Term Sheet and deliver the Deliverables to the Client. The Supplier shall be authorised to use the necessary techniques and content to advertise on third-party websites using PPC Advertising Networks (Google Ads, Microsoft Advertising, Facebook.)

3 Deliverables

The Supplier shall provide some or all of the following as Deliverables as part of the Paid Media services (as agreed between the parties and specified in the Term Sheet):

- a) Advert implementation – Planning and delivery of Adverts that will be displayed to Audiences via PPC Advertising Networks.
- b) Advert targeting – Research of Keywords, websites or Audiences that will be used to show Adverts to the intended users. Targeting is selected based on its potential to best meet the Client’s objectives in context of the wider competitive environment.
- c) Account structure and Campaign management – Creating and adapting the structure within PPC Advertising Networks to provide efficient and effective management of the Campaign.
- d) Bid control – Controlling bids or bid automation within PPC Advertising Networks that determine the frequency and prominence at which advertising is displayed.
- e) PPC testing & Optimisation – Undertaking on-going and concurrent tests on various elements of PPC advertising to include, exclude or replace elements of advertising with others that have superior performance.
- f) Budget management – Controlling advertising budgets within and across advertising networks.
- g) Tracking – Implementation of the software or settings within PPC Advertising Networks needed to identify desirable actions or Conversions completed by targeted web users.
- h) PPC reporting – Provision of regular and ad-hoc reports that compile online metrics to act as measures of, or given context to, PPC advertising.
- i) Landing page – the development of a webpage to which Audiences will be directed upon clicking on an Advert. On the strict understanding that such Landing Page shall remain the property of the Supplier at all times.

4 Payment Terms

- a) The Client shall be responsible for paying the Ad Spend fees to applicable Search Engines or PPC Advertising Network. Should the Client have an existing account with a PPC Advertising Network, the Supplier shall be granted access to such account and the Client shall make payment directly to the PPC Advertising Network through this account, alternatively, if the Client does not have an account with the PPC Advertising Network, the Supplier may open an account and the Client shall be responsible for providing the necessary payment information in order for the Client to make payment of the Ad Spend directly to the PPC Advertising Network.
- b) The Client shall be responsible for Google Ads’ 2% UK DST (Digital Services Tax) Fee, which applies to Ad Spend for Adverts served in the United Kingdom. The Supplier will pass this cost on to the Client in addition to the Ad Spend and Fees detailed in the Term Sheet.
- c) Some PPC Advertising Networks enforce variable advertising spend limits. Accordingly, the amount of the Ad Spend cannot be guaranteed by the Supplier.
- d) If the Supplier incurs any cost in respect of the Client on any PPC Advertising Network, the Client shall reimburse the Supplier of such cost on a on demand basis.
- e) The Supplier shall not be responsible for any suspension of access or services provided by the PPC Advertising Network caused if there is a delay or failure by the Client to make payment when due to the PPC Advertising Network. The Supplier shall take all reasonable steps to notify the Client if becomes aware of any potential payment issues in respect of the Client’s account.

5 Client's Obligations

For the purposes of receiving Paid Media services, the Client agrees to provide the following:

- a) Access to the Client's PPC Advertising Networks, analytics platforms, third party tools, Website and any other access requested by the Supplier in order to access data and make changes for the purpose of effecting improvements.
- b) A full breakdown of all information required or requested by the Supplier including the Client's business objectives and targets, financial information, sales information or any other information the Supplier believes is necessary to perform the Paid Media Services.
- c) Permission and authority to communicate directly with any of third parties in order to provide the Paid Media services (e.g. the Client's web designer).
- d) Full access to Website traffic statistics for analysis and tracking purposes.
- e) Authority to use the Client's logos, trademarks, Website images and any other Content as reasonably requested by the Supplier for use in creating Adverts and any other uses as deemed necessary by the Supplier for Paid Media.
- f) If Client's Website is lacking in the Content to support Paid Media, the Client will provide additional text Content or create new web pages at their cost and as directed by Supplier.
- g) If requested, the Client will provide Advertising Creative in text, image or video format as directed by Supplier.
- h) Full access to the Client's Customer Relationship Management ("CRM") systems (such as Hubspot or Zoho)
- i) Permission to access any third party accounts in the name of the Client (e.g. the Client's accounts with any Search Engines).
- j) Any additional Content in electronic format for the purpose of creating additional or richer web pages as requested by Supplier.

Where necessary, the Client hereby grants (or shall procure the grant of) a non-exclusive, non-transferable, royalty-free, revocable and worldwide licence to the Supplier to access, use, copy or modify any of the above.

6 Results

The Client acknowledges and accepts the following in connection with the Paid Media services:

- a) The Supplier is not responsible for the policies, rules or conditions of any PPC Advertising Networks. Any of the Client's Content or Adverts may be excluded or banned from the PPC Advertising Networks at any time.
- b) Many of the PPC Advertising Networks are competitive in nature. Accordingly, the Supplier does not guarantee any results insofar as they relate to the placement of Client's advertising, e.g. position in paid search results.
- c) The Supplier's previous performance in the provision of the Paid Media services or similar services is not indicative of any future results that the Supplier may achieve on behalf of the Client.
- d) PPC advertising may be subject to the individual PPC Advertising Network's policies and procedures. Each edit or change made to such policies and procedures may affect the Campaign and the Client acknowledges that this is outside the control of the Supplier. The Supplier will endeavour to rectify any negative effects on the Campaign arising from an edit or change to these policies and procedures.
- e) The Supplier will use all reasonable endeavours to keep the Client informed of any changes to PPC Advertising Networks or affected third party resources, industry practice or any other changes that the Supplier is made aware of which may impact the Campaign and the provision of the Paid Media services, however, the Client acknowledges that it is not an obligation of the Supplier to keep abreast of all such changes.
- f) The Client understands and acknowledges that Paid Media services alone do not determine business' success or failure.

- g) The Client understands that they need to work as a partner with the Supplier and provide the necessary time and commitment and follow the advice and suggestions of the Supplier seriously and expediently to assist their marketing Campaigns.
- h) The Supplier assumes no liability for PPC advertising performance if the Services are suspended or ceased.

7 Disclaimer

- a) The Client acknowledges the following with respect to Paid Media services from the Supplier:
 - i. Should the Supplier pay the Ad Spend on behalf of the Client to the PPC Advertising Networks directly, the Supplier shall hold sole access to manage payment methods and user management in such PPC Advertising Network and the Client shall have no right to access or manage any payment methods in such PPC Advertising Networks.
 - ii. The Supplier makes no guarantee and gives no warranty of results, project timeline or added expenses if Paid Media work is destroyed either wholly or in parts, either knowingly or unknowingly by any person without the prior approval of the Supplier. Paid Media work is considered to be destroyed either wholly or in parts if the following changes are made to Advert and/or Content or settings by any person other than the Supplier or without the prior approval of the Supplier:
 - iii. Deletion or any changes to any settings within the PPC Advertising Network (e.g. relating to targeting, advertising bids or mode of delivery)
 - iv. Changes to text, hyperlinks, images or format of and Advert or Content
 - v. Changes to advertising tracking or Conversion settings
 - vi. Deletion or changes to product feeds (e.g. in Google Merchant Centre)
 - vii. Deletion or changes to PPC Advertising Networks' access levels that prevent the Supplier carrying out the work.
 - viii. Changes to the structure or naming in PPC Advertising Networks
 - ix. The Client failing to maintain payments in PPC Advertising Networks platforms.
 - x. The Client failing to maintain its profile, status or advertiser identity updated according to PPC Advertising Networks' policies.
- b) The Supplier makes no guarantee and gives no warranty of results, targets, project timeline or added expenses and reserves the right to charge additional fees if:
 - xi. There are significant changes to a website used for Paid Media purposes
 - xii. Website tracking is deleted or changed either on the Website itself or in a third-party tracking software (e.g. Google Analytics or Google Tag Manager)
 - xiii. The Client fails to resolve or respond to the Supplier's queries on time.
 - xiv. There are Client delays in providing required access, documents, permissions or any support for Paid Media purposes as required by the Supplier.
 - xv. The Client fails to make necessary changes to the Website as and when advised by the Supplier for carrying out the Paid Media services.
 - xvi. There is a server outage for prolonged time on the Client's Website.
 - xvii. There is a cyber-attack or security threat on the Client's site.
 - xviii. Client fails to provide accurate and functional, legal, and accurate Cookies and other related policies on Client's Website.
 - xix. Any third-party activity (e.g. activities of the Client's direct competitors) that may impact results
- (C) The Client warrants and guarantees any Client Materials including elements of text, graphics, photos, designs, trademarks, or other artwork provided to Supplier for inclusion on any Advert are owned by the Client, or that Client has received permission from the rightful owner(s) and have procured the necessary licences or sublicences as necessary), to use each of the elements, and will hold harmless, protect, and defend Supplier and its subcontractors from any liability or suit arising from the use of such elements.

Appendix 3

Service Specific Terms

Social Media Marketing Services

Background

- (A) These Service Specific Terms, along with the Term Sheet and Master Terms form part of the Agreement.
- (B) These Service Specific Terms shall apply if the parties have agreed that the Supplier shall supply Social Media Marketing services (as specified in the Term Sheet).

1 Definitions

Terms defined in the Master Terms, unless otherwise defined in this appendix, have the same meaning in this appendix. In addition, the following definitions apply in these Service Specific Terms:

“**Content**” means consumable media and information online. Content is often written word, but can cover video, images or other forms of online experience.

“**Comments**” mean the written responses to other users and Posts on Social Media Networks.

“**Conversions**” The point at which a recipient of a marketing message performs a desired action or outcome which can include orders, leads, downloads, page views, sign ups or traffic

“**Deliverables**” means the work product as detailed in clause 3 of this Appendix.

“**Direct Messages**” mean the private messages sent from an individual to the Client on a Social Media Network.

“**Post/s**” means an individual piece of Content published on a Social Media Network.

“**Social Media Network/s**” means the online applications that Supplier agrees to utilise to provide the SMM services including (but not limited to) Facebook, Twitter, Instagram and LinkedIn (provided that the parties may agree to limit the Social Media Networks in the Term Sheet);

“**Third Party Application**” means any software or web application developed by a third party

“**Tracking**” means the Third Party Application settings and web code used to measure and collect data on usage of the Website or the Client’s Social Media Network.

“**Website**” means the Client’s website(s) with the URLs set out in the Term Sheet.

2 Services

The Supplier agrees to provide the Client with Social Media Marketing services (“**SMM**”) as described on the Term Sheet and deliver the Deliverables to the Client. The Supplier shall be authorised to use the necessary techniques and Content for promoting the Client’s brand, products or services on the agreed Social Media Network/s.

3 Deliverables

The Supplier shall provide some or all of the following as Deliverables as part of the SMM services (as agreed between the parties and specified in the Term Sheet):

- a) Social media planning– Producing plans of Posts to be scheduled for delivery on Social Media Networks ahead of time.

- b) Content Creation or curation – The creation or curation of Content (written word, images or videos) for delivery on Social Media Networks. This may be delivered wholly or in part by either the Client or Supplier.
- c) Posting – Publication of planned Content on Social Media Networks. This may be scheduled in advance and/or published using a Third Party Application (such as Hootsuite).
- d) Commenting – Publishing responses to Posts, Comments or Direct Messages to interact with Social Media Network users on behalf of the Client.
- e) Reporting – Provision of regular reports that compile online metrics to act as measures of, or given context to, SMM activity.

4 Client's Obligations

For the purposes of receiving SMM services, Client agrees and undertakes to provide the Supplier the following:

- a) Full access and login credentials to its Social Media Networks, Third Party Applications and Website to access data and make changes for the purpose of SMM improvements and in order for the Supplier to provide the SMM services.
- b) Permission and authority for the Supplier to communicate directly with any third parties in order to provide SMM services (e.g the Client's web designer, if necessary).
- c) Full access to the Website traffic statistics for analysis and tracking purposes.
- d) Authority for the Supplier to use of all Client's logos, trademarks, web site images, and any other Content , for use in creating Posts on any Social Media Network and any other uses as deemed necessary by Supplier for the purpose of providing the SMM services.
- e) Authority for the Supplier to respond to Posts, Comments or Direct Messages on any Social Media Network on behalf of the Client.
- f) Any additional Content or access as required by the Supplier in order to provide the SMM services.
- g) Content given with appropriate legal authority to use such Content, Supplier takes no responsibility to vet information provided by the Client and Client undertakes the accuracy and completeness of information provided.

5 Results

The Client acknowledges and accepts the following in connection with the SMM Services:

- a) Supplier is not responsible for the rules, policies or conditions of use of Social Media Networks, and the Client's Content may be removed, deleted or excluded from the Social Media Network outside of the Supplier's control.
- b) Many of the Social Media Networks are subject to algorithms that control what Content users see and in what order. Accordingly, Supplier does not guarantee any SMM results or Conversions insofar as they relate to the placement of Client's Posts, e.g. the reach or impressions received by a Post.
- c) Supplier's previous performance in the provision of the SMM services or services similar to the SMM services is not indicative of any future results Supplier may achieve on behalf of the Client.
- d) Content published may be subject to the individual Social Media Networks' policies and procedures. Changes and amendments made to such policies and procedures may affect SMM performance and the Client acknowledges that this is outside the control of Supplier and the Supplier shall not be held liable for such edits or changes.
- e) Supplier will use all reasonable endeavours (but shall not be obliged) to keep the Client informed of any changes to Social Media Networks' rules or policies, industry practice or any other changes that Supplier is made aware of which may impact the provision of the SMM services.

6 Disclaimer

The Client acknowledges the following with respect to SMM services from Supplier:

- a) Supplier makes no guarantee and gives no warranty of project timeline or added expenses if SMM work is destroyed either wholly or in parts, either knowingly or unknowingly by any person without the prior approval of Supplier. SMM work is considered to be destroyed either wholly or in parts if the following changes (but are not limited to) are made to Social Media Network Content or settings by any person other than Supplier or without first obtaining the approval of Supplier:
 - i. The deletion or change of any settings within the Client's Social Media Network (e.g. relating to scheduling or mode of delivery)
 - ii. Any change to the Content, text, hyperlinks, images, videos or format of any Posts
 - iii. Any change to Tracking or Conversion settings either relating to the Social Media Networks or Client's Website (e.g. Google Analytics)
 - iv. The deletion or change to product feeds (e.g. in relation to Facebook Catalog)

- b) Supplier makes no guarantee and gives no warranty of project timeline or added expenses and reserves the right to charge additional fees if:
 - i. There are significant changes to any web application, software or Social Media Network used in conjunction with Services.
 - ii. Tracking is deleted or changed on the Client Website or Social Media Network or in a Third Party Application tracking software (e.g. Google Analytics or Google Tag Manager).
 - iii. Client fails to resolve or respond to Supplier queries on time.
 - iv. Client delays in providing required access, documents, Content permissions or any support for SMM purposes as reasonably required.
 - v. Client fails to make necessary changes to the Website or Social Media Network as and when advised by Supplier for carrying out the SMM services.
 - vi. There is a server outage for prolonged time on Client's Website.
 - vii. Any external interventions (e.g. hackers) delay or hinder the performance by the Supplier of the Services.

- c) The Client warrants and guarantees any Client Materials including elements of text, graphics, photos, designs, trademarks, or other artwork provided to Supplier for inclusion on any Social Media Network are owned by the Client, or that Client has received permission from the rightful owner(s) to use or modify each of the elements (and have procured the necessary licences or sublicences as necessary), and will hold harmless, protect, and defend Supplier and its subcontractors from any liability or suit arising from the use of such elements.

- d) The Supplier gives no warranty or guarantee SMM will result in an increase in Conversions or profitability. The Client acknowledges that multiple external factors may influence the Client's success or reputation which are not controlled by the Supplier.

- e) All Content (including Comments, and other responses to Content) shall be posted based on best practice or based on guidelines provided by Client.

Appendix 4

Service Specific Terms

Email Marketing Services

Background

- (A) These Service Specific Terms, along with the Term Sheet and Master Terms form part of the Agreement.
- (B) These Service Specific Terms shall apply if the parties have agreed that the Supplier shall supply Email Marketing services (as specified in the Term Sheet).

1. Definitions

Terms defined in the Master Terms, unless otherwise defined in this appendix, have the same meaning in this appendix. In addition, the following definitions apply in these Service Specific Terms:

“Content” means consumable media and information online. Content is often written word, but can cover video, images or other forms of online experience.

“Conversions” The point at which a recipient of a marketing message performs a desired action or outcome which can include orders, leads, downloads, page views, sign ups or traffic.

“Deliverables” means the work product as detailed in clause 3 of this Appendix.

“Email Platform” means the online application utilised by the Client or Supplier in order to deliver emailed Content in performance of the Email Marketing services.

“Recipients” means customers and potential customers of the Client who receive email marketing on behalf of the Client.

“Third Party Application” means any software or web application developed by a third party.

“Tracking” means the Third Party Application settings and web code used to measure and collect data on usage of the Website.

“Website” means the Client’s website(s) with the URLs set out in the Term Sheet.

2. Services

The Supplier agrees to provide the Client with Email Marketing Services as described on the Term Sheet and deliver the Deliverables to the Client.

3. Deliverables

The Supplier shall provide some or all of the following as Deliverables as part of the Email Marketing services (as agreed between the parties):

- a) Content Strategy – Research and formulation of a plan of Content that will further Client’s Email Marketing progress.
- b) Content Writing and creation – The production or curation of new Content on behalf of Client.
- c) Automation – implementing tools in order for Content to be sent to by email to Recipients including email sequences, trigger-based emails and segmentation, allowing personalised Content to be delivered to the appropriate Recipients.

- d) Email templates – creation of email templates which may be coded by the Supplier in HTML or built in a platform (eg Mail Chimp).
- e) Landing page – the development of a webpage to which Recipients will be directed to. On the strict understanding that such Landing Page shall remain the property of the Supplier at all times.

4. Client's Responsibilities

For the purposes of receiving Email Marketing services, Client undertakes to provide the following:

- a) Access to the Client's Email Platform and other back-end admin access in order to perform the Email Marketing services.
- b) Permission to access any third party accounts in the name of the Client (e.g. the Client's accounts with any Search Engines).
- c) Full access to the Client's Website traffic statistics for analysis and tracking purposes.
- d) Access to the Client's Content Management Systems ("CMS"), File Transfer Protocol ("FTP") and other back-end admin access to the Client's Website in order to create the landing page or allow for cross functionality between email content and Client Website.
- e) Authority for the Supplier to use of all Client's logos, trademarks, web site images, and any other Content required for use in Content and any other uses as deemed necessary by Supplier for the purpose of providing the Email Marketing Services.

5. Results

The Client acknowledges and accepts the following in connection with the Email Marketing Services:

Schedule 1 The Supplier may use third party or a Third Party Application to provide the Email Marketing Services.

Schedule 2 The delivery of e-mails to the Recipients cannot be guaranteed and is dependent upon accurate and up to date e-mail address, suitable Internet availability and connectivity, on various anti-spam and junk mail policies adopted by the recipients e-mail service providers as well as restrictions regarding the content, wording and graphics within an e-mailer.

Schedule 3 Rules for defining spam and junk e-mail constantly change and the Supplier will assist with the delivery of e-mailers but gives no warranty, guarantee or undertaking in respect of the speed or the proportion of emailers which are sent and delivered.

Schedule 4 Supplier's previous performance in the provision of the SMM services or services similar to the SMM services is not indicative of any future results Supplier may achieve on behalf of the Client.

6. Disclaimer

The Client acknowledges the following with respect to Email Marketing services from Supplier:

- a) The Client warrants and undertakes that it will not use the Email Marketing services for the purposes of sending junk or spam emails to Recipients, and the Client accepts that any failure to observe this clause may result in the Supplier suspending or withdrawing its services, although reasonable endeavours will be made to notify the Client prior to such suspension or withdrawal.
- b) Supplier takes no responsibility and makes no guarantee and gives no warranty of project timeline or added expenses and reserves the right to charge additional fees if:
 - a. The information or data provided by the Client is incorrect or incomplete
 - b. Any email intended for a Recipient is intercepted by any third party intervention
 - c. Tracking is deleted or changed on the Client Website or in a Third Party Application tracking software (e.g. Google Analytics or Google Tag Manager)
 - d. Client fails to resolve or respond to Supplier queries on time.
 - e. The Client provides any broken links or inaccurate information.
 - f. Client delays in providing required access, documents, Content permissions or any support for Email Marketing purposes as reasonably required.
 - g. There is a server outage for prolonged time on Client's Website.

Appendix 5

Service Specific Terms:

Web Development, Maintenance and Hosting

Background

- (A) These Service Specific Terms, including the Schedules hereto, the Term Sheet and Master Terms together form the Agreement between us.
- (B) These Service Specific Terms shall apply if the parties have agreed that the Supplier shall supply Web Development and or hosting and/ or maintenance services (as specified in the Term Sheet or as otherwise agreed in writing.)

1. Definitions:

Terms defined in the Master Terms, unless otherwise defined in this Appendix 5, have the same meaning in this Appendix. In addition, the following definitions apply in these Service Specific Terms:

“**Acceptance**” where the Supplier is developing the website (**Site**), the acceptance or deemed acceptance of the Site by the Client under **Clause.7**.

“**Acceptance Tests**” where the Supplier is developing the Site, the tests to be carried out on the Site as set out in **Clause.7** and as described in the Term Sheet or as otherwise agreed.

“**Background IP**” Intellectual Property Rights owned by or licensed to, or which otherwise vest in the Supplier prior to or as at the date of entry into the applicable Term Sheet, and any other Intellectual Property Rights owned or acquired by the Supplier on or after the date of this Agreement that does not relate to the Services or the Deliverables.

“**Change**” means any change, amendment or alteration to the Specification, the Project Plan or the Term Sheet;

“**Change Control Note**” means a written note which details the impact the proposed Change will have on any part of the Specification, the Project Plan or the Term Sheet, in such form as the parties shall agree;

“**Change Control Procedure**” means the procedure for agreeing Changes as set out in this Appendix;

“**Content**” means the content (including Client Materials) provided to the Supplier by the Client from time to time for incorporation in the Site including text, graphics, photos, video, designs, fonts, typeface, trademarks, artwork, images (both original and modified) and/or any other form of media.

“**Deliverables**” means a work product as detailed in Clause 3 of this Appendix and as specified in the Term Sheet, as applicable.

“**Maintenance Cover**” means the maintenance package agreed with the Client as specified in the Term Sheet

“**Services**” the development, hosting and/or maintenance services to be provided by the Supplier as specified in the Term Sheet.

“**Site**” means the Site(s) with the URLs set out in the Term Sheet.

“**Site Software**” the software/ code for the Site commissioned by the Client as specified in the Term Sheet.

“**Specification**” the specification for the Site agreed with the Client and set out in the Term Sheet.

“**Supplier Content**” means any Content developed by the Supplier either before or during the term of this Agreement that is included in the Site, as detailed in the Specification;

“**Visitor**” a visitor to the Site.

“**Third Party Applications**” means any software, plugins or web applications developed by a third party and included in the Specification in the Term Sheet or as otherwise agreed with the Client to be provided by the Supplier as part of the Services.

“**Third Party Services**” means the introduction by the Client of any third-party code, development, updates, hardware or software in the Site or where the Client has otherwise permitted any other changes to be made by any party other than the Supplier and without the Supplier’s written consent and direction.

2. **Services**

The Supplier agrees to provide the Services and deliver the Deliverables to the Client in accordance with the Term Sheet subject to the Agreement.

3. **Client Responsibilities**

The Client acknowledges that the Supplier’s ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information, data and Content the Client provides to the Supplier. Accordingly, the Client shall provide the Supplier with access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of the Services in accordance with this Agreement and the Term Sheet.

4. **Deliverables**

The Deliverables may include some of the following and any related user documentation as specified in the Specification and/or Term Sheet. The Supplier shall only be obligated to provide such Services as stated in the Term Sheet and as agreed between the parties pursuant to the terms of the Agreement:

4.1. Hosting

a) Shared Hosting

The Supplier shall provide a shared web hosting service whereby the Supplier shall host multiple websites and systems including the Site or system on one server managed by a third party.

b) Dedicated Hosting

The Supplier shall provide a dedicated web hosting service whereby the Supplier shall host only the Site or system on one server managed by a third party.

c) VPS Hosting

The Supplier shall provide virtual private server web hosting services whereby we shall provide dedicated hosting services with an independent server that shall nevertheless be a partitioned segment of the physical server shared with other clients. As such this will consist of dedicated hosting resources but as regards your share of the server and resources of the server shall be apportioned in accordance with the terms agreed.

d) Managed Hosting

Where the Supplier is not fully responsible for hosting the Site or system, the Supplier shall assist in the management of the server on which the Site or system is hosted.

e) Domain Hosting

The Supplier shall manage the domain name system (DNS) and renewal of the Client’s domain.

f) Cloudflare

The Supplier will assist in the management of your Cloudflare account, facilitating web application security and performance. This includes the provision of secure sockets layer (SSL) certificates for optimal functionality and DNS management requests through Cloudflare.

g) Server Security

Where the Supplier is responsible for hosting the Site or system via a third-party provider, the Supplier shall endeavour to use only ISO 27001 registered third-party providers and to procure that the third party provider shall provide a reasonable level of server security (in line with good industry practice) including where possible, anti 'Distributed Denial- of-Service (DDoS) Attack protection measures and Plesk security features which could include built-in firewall, intrusion detection systems and secure file transfer protocol (FTP) support.

h) Back-up

Where back-up is provided for a Site/system that the Supplier hosts, this shall be provided routinely via a third-party with full back-up on a weekly or monthly basis (as provided in the Term Sheet).

4.2. Maintenance

4.2.1. The Supplier's maintenance services include both Site and System maintenance, as set out below. The level of support depends on the Maintenance Cover specified in the Term Sheet or as otherwise agreed. The Maintenance Cover agreed between us, whether in the Term Sheet or otherwise, provides you with an allocated time to be spent by the Supplier on maintenance each month. If so requested, Maintenance Cover includes an option to purchase retainer Maintenance Cover which provides additional ad- hoc expert resources for advice and support relating to the Site:

- **Site Maintenance**

This includes monitoring and maintaining the Site for the purpose of:

- providing website support by phone and/or email;
- the identification of areas of concern relating to the Site and its configuration, including any existing modules or dependencies; and
- server configurations and back-ups.

- **System Maintenance**

Depending on the terms agreed in the Term Sheet, this may include monitoring and maintaining the system for the purpose of:

- Where the Site is managed by the Supplier, the upkeep of the hosting environment and infrastructure;
- server updates; upgrades;
- security updates;
- database maintenance
- monitoring server performance and the overall health and functionality of the system; and
- providing system support by phone and/or email.

4.2.2. We will only maintain Site Software where we are also maintaining the hosting of the application, be it on our own servers or those belonging to a third-party hosting company.

- 4.2.3. The Supplier is not responsible for any third-party code, development, updates, hardware or software or any other changes made by any party other than the Supplier or with the Supplier's written consent and direction (**Third Party Services**). The Supplier will use reasonable endeavours to cooperate with the Client directly to provide any information or advice in connection with any Third Party Services and any functionality or other issues that may arise following such Third Party Services, but shall have no liability therefor and any warranty or Maintenance Cover or Service Levels, save as provided in this Clause 4.2.2 delivered by us hereunder in relation to the Site shall immediately terminate.
- 4.2.4. If the Supplier is developing but not involved in hosting the Site, then our support and maintenance services, if required (subject to what is agreed in the Term Sheet) shall be limited as set out in Clause 4.2.2 and the Client acknowledges that the Supplier will have no access to or control over the server configurations or backups and the Supplier shall not be responsible for restoring normal Site operation during any downtime. The Supplier shall, for the purposes of agreeing the Specification for the Term Sheet endeavour to establish procedures and contingency plans to efficiently isolate and resolve any issues that may arise without direct access to server configurations or backups but shall not be held accountable for the Client's setup and backup processes.

5. Development

The Supplier shall create, build, improve or maintain the Site and/or system in accordance with the Specification and the Term Sheet.

6. Service Levels

The Supplier shall perform the Web Development Services in accordance with the Service Levels set out in Schedule 2.

7. Project Plan

- 7.1. The Supplier shall perform its obligations in accordance with the Project Plan, provided always that the Supplier receives a copy of the Site Software and Content on or before the date specified in the Project Plan.
- 7.2. The Supplier shall not be liable for any delays in implementing the Project Plan resulting from the Client's failure to fulfil any of its obligations set out in the Project Plan.
 - 7.2.1. The Supplier reserves the right to invoice the Client for any additional expenses reasonably incurred by the Supplier as a result of such delays.
- 7.3. Project management.
 - 7.3.1. Each party shall appoint a project manager who shall be specified in the Term Sheet and who shall:
 - a) provide professional and prompt liaison with the other party; and
 - b) have the necessary expertise and authority to commit the relevant party.
 - 7.3.2. The project managers shall meet periodically as agreed and/ or otherwise as required, at the discretion of the Supplier, until Acceptance.

8. Acceptance

- 8.1. Where so agreed in the Term Sheet or, as may otherwise be agreed in writing, once the Supplier has completed the development of the Site or any other agreed development works in accordance with the Project Plan or otherwise, the Supplier shall run the Acceptance Tests.
- 8.2. The Acceptance Tests shall test compliance of the Site with the Specification. The form and detail of the Acceptance Tests, if required, shall be set out in the Term Sheet. Otherwise, on completion of the Services, the Supplier shall carry out quality checks.

- 8.3. In either case, the Supplier shall confirm in writing when the Site is ready to go live and Acceptance of the Site/ Services shall occur when the Supplier so confirms. The Client should carry out its own checks before signing the Acceptance Form at which point payment to the Supplier for the Services shall become immediately due and payable and, upon receipt, the Site shall go live.
- 8.4. If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom the Supplier has no responsibility (Non-Supplier Defect), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect. The Supplier shall provide assistance reasonably requested by the Client in remedying any Non-Supplier Defects by supplying additional services or products. If so requested, the Client shall pay the Supplier in full for all such additional services and products at the Supplier's then current fees and prices.
- 8.5. Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:
 - a) the Client uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or
 - b) the Client unreasonably delays the start of the relevant Acceptance Tests or any retests for a period of seven working days from the date on which the Supplier is ready to commence running such Acceptance Tests or retests.
- 8.6. The Supplier warrants that the Site will perform substantially in accordance with Specification for a period of 14 days from Acceptance. If the Site does not so perform, the Supplier shall, for no additional charge, carry out any work necessary in order to ensure that the Site substantially complies with Specification.
- 8.7. The warranty set out in clause 8.6 shall not apply to the extent that any failure of the Site to perform substantially in accordance with Specification is caused by the Site Software or the Content or any Third-Party Services.

9 Hosting and Maintenance following Acceptance

- 9.1. The Client shall ensure that the Content does not infringe any applicable laws, regulations or third-party rights (including material, which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content).
- 9.2. The Supplier shall include only Content on the Site. The Client acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. The Supplier shall notify the Client promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.
- 9.3. The Client shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Content constitutes Inappropriate Content.
- 9.4. The Client hereby consents to the Supplier including the statement "Designed by MRS Web Solutions Limited (t/a MRS Digital)" on the home page of the Site in a form to be agreed and the Supplier retains the right to use the Site for promotional purposes and showcase it as part of its portfolio.

10. Intellectual Property

10.1. Notwithstanding anything to the contrary in the Master Agreement and subject to the Term Sheet, and in consideration of the Fees payable under this Agreement (the receipt and sufficiency of which the Supplier hereby acknowledges), the Supplier assigns to Client all of the Intellectual Property Rights in the Supplier Content which the Supplier owns, the Specification, any user documentation and all other materials created or owned by the Supplier exclusively for the purposes of the Site pursuant to this Agreement, excluding any Supplier developed plugins (i.e., cookie pop-ups and themes), and provided that:

- a) all Content shall remain the property of the Client or its licensors, and the Client grants to the Supplier a non-exclusive, worldwide, non-transferable, royalty- free licence or sub-licence of such of the Client's Intellectual Property Rights in the Content or Site Software as necessary for the Supplier to fulfil its obligations under this Agreement; and
- b) except for any Supplier Content owned by the Supplier and created or obtained by the Supplier exclusively for the Client and the Site all Background IP, Supplier Content, and any Third-Party Applications shall remain the property of the Supplier or its licensors (as the case may be). Subject to the Client's compliance with the terms of this Agreement (including payment of all Fees), the Supplier grants to the Client a non-exclusive, non-transferrable, royalty- free licence (or sublicense (as the case may be)) of such of Supplier's Intellectual Property Rights in the Supplier Content and of such of the Third Party Applications as are necessary to enable the Client to make use of the Site and the Services which licence or sublicense:
 - i. in the case of software, shall be a licence of object code only unless otherwise expressly provided;
 - ii. in the case of Third-Party Applications, it shall be on such terms as Supplier may grant in accordance with the terms between Supplier and the Third Party Applications owner; and
 - iii. shall be to the extent and for the purpose only of using and maintaining the Site.

Except as expressly agreed in this Clause 10 (Intellectual Property Rights), no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

10.2. Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired or developed or used in connection with the Site or otherwise in connection with this Agreement provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

10.3. Intellectual Property Infringement Indemnities

- 10.3.1. The Client shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or Intellectual Property Claim that the Content, Site Software or any Third-Party Services infringe the Intellectual Property Rights of a third party;

11. Client's Obligations

11.1. For the purposes of receiving the Services, the Client:

- a) undertakes to provide or procure access to the Client's Content Management Systems ("CMS"), File Transfer Protocol ("FTP") and other back-end admin access, Secure Shell ("SSH") and database as requested by the Supplier in order to perform the Web Development Services;

- b) hereby grants permission and a licence to the Supplier to access any third-party accounts in the name of the Client (e.g. the Client's accounts with any third-party platforms) for the purposes of providing the Services hereunder.
- c) hereby grants a licence to the Supplier to use all of the Content required for the Site and any other uses as deemed necessary by Supplier for the purpose of providing the Web Development Services.
- d) where necessary, undertakes to procure the grant of any other licence or authority necessary in order for the Supplier to display any Content, including fonts, on the Site;
- e) warrants that all Content is owned by the Client, or that Client has received a licence from the rightful owner(s) to use or modify such Content as required for the Services and is able to licence or sub-licence such Content for use by the Supplier and that all such Content does not otherwise infringe any third party intellectual property rights;
- f) warrants that the Content does not infringe any applicable laws and regulations (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing or blasphemous (Inappropriate Content)); and
- g) hereby agrees that it shall indemnify and hold the Supplier harmless against all damages, losses and expenses arising as a result of any action or claim that the Content or any of it constitutes Inappropriate Content.

11.2. Client's Obligation to keep system up to date:

- 11.2.1. The Client is obligated to ensure the system's ongoing performance and security by ensuring it has sufficient Maintenance Cover or promptly paying for and otherwise allowing the Supplier to update all code components to the latest supported versions. This includes installing updates, addressing compatibility issues, and maintaining third-party components. Any identified issues must be reported promptly, and the Client agrees to cooperate in implementing updates and modifications suggested by the Supplier. For this purpose, the Supplier requires the Client to take out Maintenance Cover to maintain the system/ Site. Should the Client not take out Maintenance Cover, the Supplier will provide support at no charge for a period of 14 days as specified in Clause 8.6 from the date the System/Site is Accepted. After this one (1) month period, the Client shall be required to pay for any support, including bug fixes, updates and changes that are required and any such support shall be subject to clause.
- 11.2.2. The Supplier may terminate the Agreement in the event that the Client fails to procure maintenance of the Site.
- 11.2.3. Open-source software, including programming languages, undergoes periodic updates beyond our direct control, introducing enhancements, bug fixes, and new features for improved performance and security. Each version also follows an End-of-Life (EOL) cycle, halting updates and support for older versions, prompting users to upgrade to newer, supported versions for sustained security and maintenance. The Supplier will advise of costs included to address this issue.

12. Exclusions from the Services

- 12.1. The Supplier does not give any warranty in respect of Third-Party Applications. The Supplier will pass on to the Client the benefit of any third-party warranty supplied by a third-party manufacturer or supplier.
- 12.2. Where the Supplier is providing Hosting Services, the Supplier shall include only Content and Supplier Content on the Site. The Client acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. The Supplier shall notify the Client promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.
- 12.3. The Client acknowledges and accepts that the Supplier shall assume no liability and makes no guarantee and gives no warranty of resolution of issues, delivery times or added expenses and

reserves the right to charge the Client additional fees in the event that:

- i. there are Third Party Services introduced to the Site. The Supplier will use reasonable endeavours to work with the Client directly to provide any information or advice in connection with any Third-Party Services
- ii. information or data provided by the Client is incorrect or incomplete;
- iii. the client deletes or alters its account to track activity on the Site (e.g. Google Analytics or Google Tag Manager);
- iv. the Client fails to resolve or respond to Supplier queries in reasonable time;
- v. the Client provides any broken links;
- vi. the Client delays in providing required access, documents, Content permissions or otherwise fails to cooperate with the Supplier in the performance of the Web Development Services as reasonably required by the Supplier;
- vii. there are any external interventions (e.g. cyber-attacks or hackers) which delay or hinder the performance by the Supplier of the Services; and/ or
- viii. any of the events described in paragraph 2 of Schedule 2 (Service Levels)

13. Change Control

Any request to change the scope of the Services in the Term Sheet shall be processed in accordance with the Change Control Procedure set out in Schedule 1.

Schedule 1: Change Control

1. Change control procedure

- 1.1 The Supplier and the Client shall discuss any change to the Term Sheet (Change) proposed by the other and such discussion shall result in either:
- (a) a written request for a Change by the Client; or
 - (b) a written recommendation for a Change by the Supplier,
- or, if neither the Client nor the Supplier wishes to submit a request or recommendation, the proposal for the Change will not proceed.
- 1.2 Where a written request for a Change is received from the Client, the Supplier shall, unless otherwise agreed, submit a Change control note (CCN) to the Client within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, or inform the Client that the Supplier is not able to comply with such written request for a Change.
- 1.3 A written recommendation for a Change by the Supplier shall be submitted as a CCN direct to the Client at the time of such recommendation.
- 1.4 Each CCN shall contain:
- (a) the title of the Change;
 - (b) the originator and the date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specifications and user facilities;
 - (e) the price, if any, of or associated with the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) the impact, if any, of the Change on other aspects of the Term Sheet, including:
 - i. the Charges;
 - ii. the contractual documentation; and
 - iii. staff resources; and
 - (h) the date of expiry of validity of the CCN (which shall not be less than 30 Days).
- 1.5 For each CCN submitted, the Client shall, within the period of validity of the CCN as set out in Paragraph 1.4(h) of this Schedule 1:
- (a) evaluate the CCN, and as appropriate either:
 - i. request further information; or
 - ii. approve the CCN; or
 - iii. notify the Supplier of the rejection of the CCN; and
 - (b) if approved, the Client shall confirm agreement in writing (which may be by email, save where the Supplier requires a signed CCN). Such written confirmation shall signify acceptance of a Change to the Term Sheet by both the Client and the Supplier.

- 1.6. Once the CCN provided by the Supplier is agreed in writing by the Client in accordance with Paragraph 1.5 of this Schedule 1, the Change shall be immediately effective and the Client and the Supplier shall perform their respective obligations on the basis of the agreed amendment.

Schedule 2: Service Levels

The Supplier (otherwise referred to in this Schedule as 'us', 'we', 'our', or 'ours') agrees to use all reasonable endeavours to support the Services specified in and in accordance with this Appendix 5 for the benefit of the Client (otherwise referred to in this Schedule as 'you', 'your', or 'yours'), in accordance with the Service Levels set out in this Schedule 2.

1. Rectification of Faults

- During our normal support hours (9am to 4pm Monday to Friday) the response time within which our qualified representative will diagnose a fault (for which we are responsible) and agree upon a plan for the resolution of the issue as set out in the table below.
- Times are based on the severity of the issue at the time the problem is reported. We reserve the right to modify the severity of a fault raised within our system once its impact has been investigated.

Severity	Initial Response Time	Targeted Resolution Time
1 – Fatal	2 hours	4 hours
2 – Major	4 hours	1 day
3 – Minor	8 hours	2 days
4 – Cosmetic	Next day	2 weeks

- 1- Fatal – e.g. no web presence.
- 2- Major – e.g. a main service is not available or the website/system has some navigation problems.
- 3- Minor – e.g. broken link.
- 4- Cosmetic – wording or presentation (design) on a page or section.

For high priority issues (1-2 severity) we shall endeavour to resolve the issue to the extent that will allow you to continue to use all material functions of the Site in accordance with the targeted resolution time. We will then, if necessary, continue to work on it until resolution, or until we provide a workaround reasonably acceptable to you.

For all other issues, we shall endeavour to resolve the problem to the extent that will allow you to continue to use all material functions of the Site in accordance with the targeted resolution time and then continue to work on the issue until it is resolved, or we provide a workaround reasonably acceptable to you.

2. Exclusions

The following items, and any items expressly excluded in the Agreement or Term Sheet, are excluded from the Service Levels set out in this Schedule:

- i. managing the hosting environment on which the Supplier or Supplier maintained software ('Software') resides including (but not exclusively) backups, data integrity and disaster recovery. Such maintenance is dealt with through Maintenance Cover.
- ii. provision, installation and / or support of new versions and / or enhancements to current versions of non-Supplier software. Non-Supplier Software includes but shall not be limited to, third-party operating system, word processing, spreadsheet, and reporting and / or database software.
- iii. installation of updates and enhancements to Software. We will at our own discretion quote for enhancements to the Software using the Change Control process.
- iv. upgrading any hardware and memory on the system on which you use the Supplier software.
- v. repair of the Software and data if we determine the failure is related to:
 - (a) Third-Party Services including Third-Party Services in relation to systems or system files or third-party acts or omissions;
 - (b) misuse or neglect of the Software including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation.
 - (c) environmental conditions, including, but not limited to insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightning;
 - (d) use of the Software for purposes other than those for which it was expressly designed;
 - (e) the relocation or reinstallation of the Software;
 - (f) the use of any software other than the Software;
 - (g) resolving any issues relating to an increase in website/system traffic that may arise either from a marketing campaign undertaken by you or a general increase in traffic that has not been discussed or agreed with us previously. If any marketing campaigns, such as television or mass advertising are to be initiated, we must be given a minimum of 2 weeks' prior notice in writing in order to agree with you a plan to allow for increased capacity for the expected volumes of traffic. We do not make any warranties or guarantees regarding your Site/system's ability to manage any increase in regular website traffic without needing to spend additional time testing (at your expense) the overall Site/system application and for which we will need to enter into a further Term Sheet.
 - (h) your use of the Services in a manner not authorised in this Agreement or the Master Agreement, or contrary to any of our instructions,
 - (i) general Internet problems, force majeure events or other factors outside of our reasonable control, including any of the circumstances referred to in Clause 9 of the Master Agreement; and
 - (j) your equipment, network connections or other infrastructure.