



## Station10 Client Professional Services Master Agreement

THIS AGREEMENT is made this **ENTER DATE**

(the "Commencement Date")

BETWEEN Station10 Limited ("Station10") whose registered office is at 271 High Street, Berkhamsted, Hertfordshire, registered in England and Wales (Company Number - 07584307);

AND **xxxx** ("The Client") registered in England and Wales (Company Number – **xxxx**) whose registered office is **xxxx**

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Each a "Party" and collectively referred to as the "Parties".

### WHEREAS

Station10 is engaged in the business of providing insight, optimisation and data consulting services and The Client may from time to time require Station10 to provide certain insight, optimisation and data consulting services;

The Parties have agreed that future engagements should be governed by and operated in accordance with pre-agreed terms and conditions, these terms and conditions are set out in this Agreement;

Supplementary terms and conditions specific to particular engagements will be set out in individual Statements of Work (as defined below).

This Agreement provides a mechanism for contracting for future pieces of work but nothing in this Agreement will obligate either Party to proceed under this Agreement for future work, or, limit either Party from electing an alternative contracting mechanism. This Agreement is of nil value and is binding only when read in conjunction with an executed Statement of Work.

It is accepted and agreed that The Client does not guarantee, warrant nor represent the level or volume of business that may be placed pursuant to this Agreement nor the likely value attaching to such business.

IT IS AGREED therefore that:

In this Agreement, the following terms shall have the following meanings:

Acceptance/Deemed Acceptance means the date of successful completion of acceptance tests, or in the absence of The Client notifying Station10 of any material defects, within 5 days of completion of the acceptance tests, the 6th day, or the date of first live use, whichever is sooner.

Agreement means collectively: (i) The terms and conditions contained below (the "Terms and Conditions"); and (ii) any Statement of Work (inclusive of all of its sections) when signed by both Parties; and (iii) any Change Requests, validly



authorised in accordance with clause 13 (when read in conjunction with an executed Statement of Work).

Assumptions means any reasonable assumption, facility, access or dependency on which Station10 relies for the provision of the Services or for the setting of the Price, including but not limited to those assumptions listed in the SoW.

Confidential Information means any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, any information specifically designated by the disclosing Party as confidential; any information supplied to the disclosing Party by any Third Party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party and including specifically all information disclosed to Station10.

Client Personal Data shall mean all personal data (as defined in the Data Protection Legislation) controlled by a Client or any Group Company thereof which is processed by Station10 in connection with the Services.

Data Protection Legislation shall mean means the Data Protection Act 2018, the UK GDPR, any other law concerning data protection, privacy or confidentiality to which a Party is subject and any subordinate or related legislation; and any replacement to, addition to, or amendment of, any of the foregoing including any national laws or regulations constituting a replacement or successor data protection regime to that governed by the UK GDPR.

Day Rate means the role specific rate (if any) specified in the SoW, payable for a 7 hour working day or a pro-rata apportionment of it, or where no rate is specified, Station10's standard rates, then in force.

Deliverables means the tangible results of the Services to be provided by Station10, as specified in the SOW.

Employee means a Station10 employee or contractor assigned to The Client to provide Services on a time and materials basis at a Day Rate as specified in the SoW.

Group Company means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Intellectual Property shall mean any patents, trademarks, service marks, discoveries, improvements, processes, formulae, data, confidential information, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions and rights of the same or similar effect or nature in each case in any jurisdiction.

Premises means the location set out in Section B of the SoW at which Station10 personnel are required to work as specified in the SoW.

Price means the price agreed between the Parties, for the Services and/or Deliverables as specified in the SOW.



Services means the professional services to be provided under a SoW.

Service Period means the agreed duration of an engagement as specified in the SoW.

Specification means the documentation describing the intended functions and facilities of the Application Software (if any) as specified in the SoW.

Statement of Work or SoW means a schedule, made between the Parties, supplemental to this Agreement which details the specific work package of Services contracted for and which is binding upon execution by both Parties. For any services covered by this Agreement, Station10 shall deliver to The Client a Statement of Work detailing the scope, resources, the workplace, deliverables, the maximum period for execution of the tasks, the number of Employees assigned to the project and their technical skills, fees and/or costs for the Service in question and which specifically incorporates the terms and conditions of this Master Agreement.

Term means the duration of this Agreement, which is an initial period of two (2) years from and including the Commencement Date, unless amended under Clause 22.

Third Party Software means software used in providing the Services to The Client belonging to a Third Party, which The Client and/or Station10 has licensed.

UK GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it is saved into UK law through section 3 of the European Union (Withdrawal) Act 2018.

## 1. General

1.1 From and including the Commencement Date The Client shall have the right but not the obligation to place orders for Services and Station10 shall have the obligation to accept or decline orders for Services placed by The Client.

1.2 Station10 will advise The Client in writing (unless stated to the contrary) within a reasonable period of receiving a request to provide Services as to whether or not it accepts or declines the invitation to quote for such Services.

1.3 Where Station10 agrees to provide Services, the Parties will complete and sign a SoW detailing engagement specific terms and conditions. No obligations arise under this Agreement regarding the provision of Services, unless and until a SOW is signed by both Parties in respect of such Services.

1.4 Station10 undertakes to provide the Services detailed in a signed Statement of Work, under and in accordance with this Agreement (subject to any variations listed as Special Conditions in the SOW) in consideration of payment by The Client of the Price or the Day Rate(s).

1.5 Nothing in this Agreement shall be construed as creating a joint venture, fiduciary relationship, agency or partnership between Station10 and The Client.

1.6 Headings are included for convenience only and shall not be otherwise construed in interpreting this Agreement.

1.7 No waiver of any breach of any term or condition shall constitute a waiver of any subsequent breach.



1.8 In the event that any term or condition is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion shall be deemed severed and this Agreement shall not fail in its entirety, but the surviving terms and conditions shall continue in full force and effect.

1.9 A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both, from time to time and any subordinate legislation made under the statutory provision.

1.10 This Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to this Agreement and their respective successors and permitted assignees.

1.11 No variation of this Agreement or of any of the documents referred to herein shall be valid unless it is in writing (email will not satisfy the requirement for writing under this clause) and signed by or on behalf of each Party. For the avoidance of doubt, the terms on either Party's purchase orders, invoices or other business forms are not binding on the other Party unless they are incorporated into a formal written agreement which is expressly stated to vary this Agreement and which assigned by both Parties.

1.12 The terms and conditions of this Agreement will prevail over any inconsistent term or condition in, contained, or referred to in The Client's correspondence, purchase orders, or elsewhere, or implied by trade, practice or course of dealings.

1.13 This Agreement and the associated SoW (if any) contains the entire understanding and agreement between the Parties, and supersedes all pre-contractual written or oral agreements and/or proposals. The Parties have not relied on any representations other than those set out in this Agreement and/or associated SoW (if any).

1.14 The following order of precedence shall govern the interpretation of this Agreement and in the event and to the extent only of any conflict or inconsistency between the documents comprising the 'Agreement' they shall have precedence in the order listed:

1.14.1 The Special Conditions contained within a Statement of Work signed by both Parties, then;

1.14.2 The Statement of Work, signed by both Parties, then;

1.14.3 Any Change Request, validly authorised in accordance with clause 13 (when read in conjunction with a Statement of Work signed by both Parties), then;

1.14.4 The Terms and Conditions, then;

1.14.5 The Appendix, then;

1.14.6 The Specification (if any) (as varied by any executed Change Request).

1.15 The provisions of this Agreement which by their very nature designed to survive the termination or expiration of this Agreement will survive termination or expiration of this Agreement, for whatever reason.

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1.16 Words importing one gender shall be treated as importing any gender, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof.

## 2. Station10's Responsibilities

### 2.1 Station10 undertakes to:

2.1.1 perform the Services in a timely and professional manner, in accordance with any and all applicable laws and good industry practice; normally, the Services shall be performed in working days from Monday to Friday, from 9.00 to 18.00 hours, unless otherwise defined in a SoW;

2.1.2 assign competent and suitably qualified staff to perform the Services and provide the Deliverables;

2.1.3 ensure that all personnel comply with relevant safety, security and notified on-site regulations in respect of the Premises.

## 3. The Client's Responsibilities

### 3.1 The Client undertakes to:

3.1.1 be responsible for ensuring the accuracy and timely authorisation of the Specification (if any) or any instructions given by it to Station10;

3.1.2 ensure that when at the Premises, Station10 personnel are provided with (the then applicable) Health and Safety law compliant working conditions;

3.1.3 make necessary preparations (if any) to the Premises prior to receiving the Deliverables;

3.1.4 recognise that the Price is based on the Assumptions and is responsible for fulfilling the Assumptions on which Station10 relies for the provision of the Services and/or Deliverables;

3.1.5 facilitate Station10's access to the Premises and make available appropriate staff;

3.1.6 be responsible for any loss, damage or reduction in performance which in Station10's reasonable opinion is attributable to equipment, programs and/or modifications made to the Deliverables (other than by Station10) to the associated environment and/or infrastructure.

## 4. Confidentiality

4.1 The Parties may disclose to each other Confidential Information necessary for compliance with or the discharge of their respective obligations under this Agreement. The receiving Party shall treat all such Confidential Information as confidential and shall not disclose it without the prior written consent of the disclosing Party.

4.2 The Parties shall continue to be bound by this undertaking after execution of this Agreement or any SoW for a period of ten (10) years.

4.3 The receiving Party shall limit the use of such Confidential Information, even within its own organisation to the extent necessary for the provision of the Services.



4.4 The obligation of confidence shall not extend to any part of the information which:

4.4.1 is, through no fault of the receiving Party, disclosed in publicly available sources of information;

4.4.2 has been made public by a Third Party, otherwise than in breach of an obligation of confidence; or

4.4.3 has been disclosed in accordance with any statutory provision.

## 5. Employee Services

5.1 Where the provision of Employee(s) forms part of the Services to be provided under a SoW, Station10 shall:

5.1.1 not arbitrarily change the Employees assigned and shall endeavour to maintain consistency of the Employees for the Service Period. Where the replacement of any of the Employees becomes unavoidable, Station10 will provide replacement Employees with equivalent skills and experience.

5.1.2 ensure that the Employees do not enter into any contract for goods or services on behalf of The Client or create any liabilities against The Client;

5.1.3 discharge all and any income tax liabilities, National Insurance contributions, PRSI (or equivalent) contributions or other tax payable in respect of the Employees in consequence of the performance of the Services;

5.1.4 replace, under substantiated grounds, the Employees who do not meet The Client's quality standards, before fifteen (15) calendar days. Where the replacement of any Employee becomes unavoidable for this reason, Station10 will provide replacement in accordance with the skills and experience agreed in the SoW.

5.2 Where the provision of Employees forms part of the Services to be provided under a Statement of Work, The Client shall:

5.2.1 notify Station10 of any difficulties of a disciplinary or other nature arising in respect of any Employee during the Service Period. The Client shall not have authority to dismiss or otherwise discipline the Employees.

5.2.2 comply with its duties under then applicable Health and Safety at Work legislation and indemnify and keep indemnified Station10 in respect of all liabilities which Station10 may incur or sustain as a result of any failure by The Client to so comply;

5.2.3 assign such control and management of the business affairs of The Client to the Employees as The Client considers necessary.

5.3 Station10 shall be in compliance with all the obligations imposed by the effective labour, tax, social security and occupational risk prevention laws, with regard to the Employees assigned for the provision of a Service.

## 6. Third Party Software and Licenses



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6.1 Where the Services involve the use and/or customisation of Third Party Software provided by The Client, The Client will:

6.1.1 ensure that all relevant licences are obtained and fully paid for the periods of development and use;

6.1.2 ensure that all such licence(s) is/are suitable for the intended purpose(s), and that licence terms are adhered to and will indemnify Station10 against any breach except in circumstances where such breach occurs as a result of Station10 not acting in accordance with The Client 's written instructions.

6.2 In relation to Third Party Software procured and/or implemented as part of the Services, Station10 will pass through the warranty (if any) offered by the Third Party Software vendor(s) and contained within the associated End User Licence Agreement ("EULA"). Station10 will typically act as a partner of Third Party Software. Any commercial or pre-existing software proprietary to Station10 and used in the provision of the Services shall be deemed "Third Party Software".

6.3 Station10 accepts no liability for delay or damage caused by any defect in the Third Party Software, whether latent or manifest and no warranty will be conferred by Station10 in respect of any Third Party Software.

6.4 The Client will be responsible for obtaining at its cost such import/export licences and other consents in relation to the Deliverables, as are from time to time required (if any).

6.5 With regard to technical equipment, Station10 will provide the assigned employees with all the necessary equipment. However, where interconnections with equipment and systems of The Client or a Third Party are necessary, The Client will provide Station10 with computers in perfect operating conditions and with the necessary connection and utility programs. In such cases, the cost for the supplies shall not be borne by Station10. This shall be determined by SoW prior to the beginning of a Service.

## 7. Consultancy, Training and Other Professional Services

7.1 Where Consultancy, Training or other professional services forms part of the Services to be provided under a SoW, the terms and conditions governing the provision of such Services will be specified in the SoW.

## 8. Assumptions

8.1 Where The Client is unable to provide facilities required in accordance with the SoW or access or where an identified Assumption fails as a consequence of the failure of The Client, and as a result:

- Station10 is unable to progress with the Services; or
- Station10 must engage in additional work; or

the Services must be suspended; then such non-productive time and/or additional work is chargeable in addition to the Price, at the Day Rate(s), unless Station10 fails to minimise any such non-productive time or provide The Client as a matter of urgency with details of the facilities required or failed Assumption that require remedial action to resolve.



## 9. Change Requests

9.1 Either Party may raise a requested change to the Services and/or Deliverables ("Change Requests").

9.2 Change Requests shall be submitted for consideration on a Change Request Form ('CRF') or such other form as may be agreed between the Parties.

9.3 No change(s) shall be effective until the CRF has been approved by both Parties (approval may be conferred by the Client by email). Change Requests shall be priced using the Day Rate(s) and unless specified in the CRF to the contrary, any sums due shall be invoiced monthly in arrears.

## 10. Deliverable Acceptance & Acceptance Testing

10.1 Station10 shall deliver the Services to The Client as set forth in the respective SoW. The deadlines and time periods set forth in the respective SoW are binding. In the event that Station10 reasonably foresees that it will be unable to keep to such deadlines and time periods, then Station10 shall promptly inform The Client thereof.

10.2 Acceptance tests for the Deliverables will be produced by The Client and agreed with Station10 prior to commencement of User Acceptance Testing.

10.3 Upon successful completion of the acceptance tests the Deliverables shall be Accepted by The Client.

10.4 If during the acceptance tests there are found to be minor deficiencies which do not materially affect the operation of the Deliverables, but which result in the acceptance tests not being fully met, then the Deliverables shall be Deemed Accepted by The Client, on condition that Station10 remedies the outstanding deficiencies within thirty (30) calendar days of Acceptance.

10.5 In the event that the Deliverables fail to pass the acceptance tests due to deficiencies in the Deliverables, Station10 shall take such error avoidance action as it deems necessary and re-test until such time as the Deliverables pass the acceptance tests or any modified acceptance tests (agreed between the Parties) at Station10's expense.

10.6 In the event that the Deliverables fail to pass the acceptance tests due to deficiencies in facilities or data provided by The Client, The Client shall promptly take such remedial measures as may reasonably be requested by Station10 until such time as the Deliverables pass the acceptance tests or any modified acceptance tests which may have been agreed. Any such re-testing shall be at The Client's expense.

## 11. Pricing and Fee Structure

11.1 The Price for the Services and/or Deliverables are as quoted in the SoW and may be either fixed price or time and materials or other payment schedule, as specified in the SoW.

11.2 Where the Day Rate(s) are used to cost the Services (or are applied to Change Requests) the hourly rate will be calculated as 1/7th of the Day Rate(s)

11.3 The Price and the Day Rate(s) quoted are exclusive of VAT, Expenses, taxes and government charges, which will be invoiced in addition.





## 12. Invoicing and Expenses

12.1 Unless otherwise provided in the SoW, invoices will be raised monthly in arrears and are payable within thirty (30) calendar days of issue ('the Due Date'). [The Client shall pay invoices net of withholding tax (in accordance with prevailing legislation).]

12.2 The Client will notify Station10 in writing within ten (10) calendar days of receipt of an invoice if The Client considers such invoice incorrect or invalid for any reason.

12.3 Station10 reserves the right to levy interest to the outstanding balance of any overdue account under and in accordance with the [Late Payment of Commercial Debts Act 1998] [Prompt Payment of Accounts Act 1997]. In the event of persistent late payment by The Client, Station10 may, at its election, cancel or suspend the Services until payment is received in full.

12.4 Where The Client has given prior written consent, The Client will pay reasonable expenses for travel, accommodation, subsistence including overnight allowances, the transport of materials as incurred. Expenses will be receipted and invoiced to The Client at cost, monthly in arrears unless a per diem rate or an alternative expenses provision is provided for in the relevant SOW.

12.5 Where The Client has requested that Station10 company Credit Cards are used for online testing, and funds are received by The Client as part of this testing, such expense will be reimbursed to Station10 via the next invoice after the Credit Card statement has been produced for authentication, under a separate line of "Expenses". Copies of the Credit Card statement (non-Client data redacted as applicable) can be supplied upon Client request.

12.6 Where a purchase order is a procedural pre-requisite to payment of invoices by The Client, The Client will ensure that it has issued a purchase order to Station10 prior to the relevant invoice date specified in the SoW.

12.7 If total payments made by The Client exceed the amount actually due under this Agreement, or any specific SoW, or if recovery is justified in accordance with the terms of this Agreement or any SoW, Station10 shall reimburse the appropriate amount on receipt of a debit note, in the manner, and within the time limits set in this Clause (30 days from receipt of the debit note, with the 30 days activated pursuant to Clause 26).

## 13. Warranties

13.1 Station10 shall provide the Services with all due care, skill and ability. Where the Services comprise the provision of Employees, Station10 warrants that the Employees shall be suitably trained and/or experienced to provide the Services.

13.2 Each Party warrants and represents to the other that in entering into this Agreement it has not done any of the things prohibited in Clause 27 below.

13.3 Except as expressly provided in this Agreement, all conditions and warranties (express or implied, statutory or otherwise) are excluded, including without limitation the implied warranties of merchantability, non-infringement, title and fitness for a particular purpose to the maximum extent permitted by the general law.

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13.4 Station10 will be liable for the direct and indirect damages and losses, such as the loss of benefits or expected savings, as well as the loss of information caused to The Client, produced as a consequence of the breach of this Agreement.

13.5 During the term of this Master Agreement, Station10 undertakes to maintain a) professional indemnity insurance in the amount of at least £5 million in respect of liabilities under or in connection with this Agreement; b) public liability insurance in the amount of £5 million, in each case with an insurance office of repute. Should Station10 fail to comply with any of the foregoing provisions then The Client may take out insurance against any risk which is uninsured by Station10 at Station10's cost.

## 14. Limitations

14.1 Station10 will have no liability for any defect unless the same is promptly reported within the applicable warranty period or if no warranty period applies then with all reasonable speed.

14.2 If a problem is found upon investigation not to be Station10's responsibility, Station10 may charge The Client for all reasonable costs and expenses incurred. Station10 will not be responsible for any problem arising from or caused by any modification(s) to the Deliverables or any part of them by persons other than Station10 employees without its express prior written consent.

14.3 The Client acknowledges that the Deliverables cannot be tested for every contingency and that the use of the Deliverables may not be uninterrupted or error free. If the Deliverables of a particular project do have specific KPIs that require a service level, the service level, together with the KPIs applicable to the services, will be agreed and set out in any relevant SoW or agreements for ad hoc work.

14.4. Station10 shall have liability for and shall indemnify The Client and any Group Company for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by Station10 of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services or Deliverables and shall accordingly maintain in force during this Agreement full and comprehensive Insurance Policies.

14.5 Station10 shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to The Client and that the level of cover and other terms of insurance are acceptable to and agreed by The Client.

14.6 Station10 shall, on request, supply to The Client copies of the Insurance policies and evidence that the relevant premiums have been paid.

14.7 Station10 shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if Station10 is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, Station10 shall notify The Client without delay.

14.8 Notwithstanding the form, whether contract, tort, (including negligence) statutory liability or otherwise, in which any legal or equitable action may be brought under this Agreement, The Client will not be liable to Station10 for damages under this

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Agreement exceeding 125% of the Price paid or payable by The Client to Station10 for the Services under a relevant SoW in respect of which the cause of action has arisen.

14.9 Neither Party will be liable for any indirect or consequential damages, including but not limited to those arising from business interruption or loss of profits, loss of production, loss of or corruption to data, loss of contracts, loss of operation time, wasted management time, loss of goodwill loss of savings or loss of anticipated savings, even if such Party has been advised of the possibility of the same.

14.10 Nothing in this Agreement will limit either Parties liability for personal injury or death caused by a Party's negligence, or either Party's liability for fraud.

## 15. Intellectual Property

15.1 Ownership of all Intellectual Property rights arising, in any manner, from provision of the Services and in the Deliverables furnished, shall vest in The Client.

15.2 All Intellectual Property Rights proprietary to The Client shall remain vested in The Client and/or their respective licensors. To that effect, all The Client's Intellectual Property Rights shall remain under The Client's property.

15.3 Nothing in this Agreement shall operate to transfer any pre-existing or independently developed without use if Client Intellectual Property Rights or Confidential Information, Station10 Intellectual Property Rights to The Client.

15.4 Nothing in this Agreement shall operate to transfer any pre-existing or independently developed Client Intellectual Property rights to Station10.

15.5 The Intellectual Property rights in any Third Party Software shall remain vested in the Third Party Software vendor and/or its licensors and nothing in this Agreement shall operate to assign any Third Party Software Intellectual Property rights to either Party.

15.6 The Client grants Station10 a non-exclusive licence to use the The Client Intellectual Property and/or any necessary Third Party Intellectual Property where it is necessary to do so for the provision of the Services and/or Deliverables and for the purpose of complying with its obligations under this Agreement or under any associated SoW.

## 16. Representations

16.1 Unless specified in writing to the contrary in a SoW, all estimates of work, content, dates, timescales and staffing details whether given orally or in writing are included for guidance only and by way of estimate only and are not specific commitments.

16.2 Any descriptive material provided by either Party is provided for information only and does not form part of this Agreement or any ancillary contract or SoW unless expressly incorporated.

## 17. No Right of Set off

17.1 Neither Party will be entitled under any circumstance to set off, in whole or in part, any sums due to the other Party under this Agreement against sums due to it under this Agreement or in consequence of any dealings between the Parties.

## 18. Disclaimer

18.1 Station10 shall use all reasonable endeavours to ensure that documentation, literature and statements produced by it are accurate, however, information may contain typographical errors, technical inaccuracies or other errors. Station10 will not be held responsible for any errors, omissions or reliance placed by The Client on any such document, literature or statement.

## 19. Non-Solicitation

19.1 Neither Party will directly or indirectly solicit any employee of the other met or introduced in the course of carrying out the Services, for a period of 12 months from completion of the Services, provided that neither Party shall be restricted from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign.

## 20. Non-Assignment

20.1 This Agreement is personal to the Parties and neither Party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other Party; provided, however, that either Party may assign this Agreement without such consent in connection with a merger, demerger, corporate reorganisation or asset sale. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

## 21. Force Majeure

21.1 Neither Party shall be liable for delays in the performance of the Services due to causes beyond its reasonable control, which prevents any of them from performing any of their obligations under this Agreement or any relevant SOW, and which (i) was not due to error or negligence on their part or on the part of a Party; or (ii) could not reasonably have been provided against before entering into this Agreement or any relevant SOW; and (iii) could not have been avoided or overcome by the exercise of due diligence.

21.2 Defects in, or delays in availability of, equipment or material, labour disputes, strikes or financial problems cannot be invoked as Force Majeure, unless they stem directly from a relevant case of Force Majeure.

## 22. Term and Termination

22.1 This Agreement shall endure for the Term (subject to earlier termination under and in accordance with this clause 22), which The Client may renew for 12 months by serving on Station10 thirty (30) calendar days' notice to renew, PROVIDED THAT if any then executed SoW is set to expire after the end of the Term, then the Term will be deemed to extend up to and including the end of the Service Period set out in that SoW (or where there is no Service Period set out, then until completion of the Services under that SoW) for the purpose of preserving the validity of that SoW only.

22.2 Either Party may terminate the Services if the other Party fails to perform any other obligation required of it under this Agreement and such failure is not cured within thirty (30) calendar days from the date written notice specifying the failure was

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delivered. Failure to pay fees due under any executed SoW is considered a material breach.

22.3 Either Party may terminate the Services with immediate effect on written notice if:

22.3.1 the other Party ceases or threatens to cease to carry on its business

22.3.2 a receiver; administrator or similar officer is appointed over all or any part of the assets or undertaking of the other Party;

22.3.3 the other Party makes any arrangement for the benefit of its creditors; or

22.3.4 the other Party goes into liquidation (save for the purposes of a genuine amalgamation or reconstruction).

22.4 Upon termination of the Services, Station10 will be paid all money due to it up to and including the date of termination after taking into account amounts previously paid together with:

22.4.1 the total value of the Services and/or Deliverables completed up to and including the date of termination; and

22.4.2 any cancellation charges payable to Station10's Sub Contractors, and

22.4.3 the cost of materials and goods ordered for the Services and/or Deliverables for which Station10 has paid or is legally bound to pay.

22.5 In the event of any breach of Clause 27, the non-breaching Party shall be entitled to terminate this Agreement with immediate effect.

22.6 Termination of the Services will not affect any rights of the Parties accrued to them up to the date of termination.

## 23. Notice

23.1 All notices shall be in writing and shall be sent by first class post to the Parties, marked for the attention of the Managing Director at the address(es) detailed in at the head of this Agreement unless otherwise provided for in the SoW. Such notice shall be deemed to have reached the Party to whom it is addressed on the next business day following the date of posting.

## 24. Data Protection

24.1 Each Party will comply with its respective obligations imposed under the Data Protection Legislation (as amended, extended and/or replaced from time to time) in relation to the processing of Client Personal Data and each Party shall indemnify, defend and hold the other Party harmless from and against any third party claims resulting from the defaulting Party's breach of this clause 24.1, subject to (i) the indemnified Party notifying the indemnifying Party without delay of any matter likely to give rise to a claim under this clause 24.1, (ii) the indemnified Party not making any admissions or settlements relating to the claim and allowing the indemnifying Party sole conduct of the claim and its defence and settlement. .

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24.2 All particulars of and relating to Client Personal Data will be outlined in the SoW for which the processing of Client Personal Data will be requested.

24.3 The Parties acknowledge and agree that for the purposes of Data Protection Legislation, The Client is the controller and Station10 is the processor of any Client Personal Data processed by Station10 on behalf of The Client in connection with its provision of the Services.

24.4 Station10 warrants and undertakes that it shall not Process Client Personal Data other than as contemplated under this Agreement or on Client's express written instructions, as outlined in the SoW, and solely for the purposes of providing the Services unless processing is required by any applicable Data Protection Legislation to which Station10 is subject, in which case Station10 shall to the extent permitted by any applicable Data Protection Legislation inform The Client of that legal requirement before the relevant processing of such Client Personal Data.

1.1.1 24.5 Station10 shall notify *The Client* if it considers, in its opinion (acting reasonably), that any of *The Client's* instructions under clause 24.4 infringes the Data Protection Legislation.

24.6 Station10 shall not transfer any Client Personal Data outside of the European Economic Area without The Client's prior written consent.

24.7 Station10 undertakes to notify The Client without undue delay on becoming aware of a personal data breach or communication which relates to Client Personal Data and The Client's or Station10's compliance with the Data Protection Legislation.

24.8 Station10 shall at the written request of The Client, delete or return Client Personal Data and any copies thereof to The Client on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data.

24.9 Station10 shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by The Client if it so requests, to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, 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. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Client Personal Data;
- (b) Ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) Ensuring that availability of and access to Client Personal Data can be restored in a timely manner after an incident;
- (d) Regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

24.10 The Client does not agree to Station10 appointing any third party subprocessor of Client Personal Data under this Agreement (other than those subsisting at the date of this Agreement) without The Client's express written consent. Station10 shall remain fully liable for all acts or omissions of any third-Party subprocessor appointed by it pursuant to this clause 24.



## 25. Advertising and Promotional Materials

25.1 Station10 may reference The Client as a customer of Station10 in advertising and promotional materials.

## 26. Dispute Resolution

26.1 Any dispute arising out of or in connection with this Agreement will in the first instance be referred to the Managers (named in the relevant SoW) for discussion and resolution at or by the next progress meeting or at an earlier date if so requested by either Party.

26.2 If the dispute is not resolved at that meeting, the dispute will be referred to Managing Director level who must meet within three (3) working days of the progress meeting, or such other date as is agreed, to attempt to resolve the dispute.

26.3 If the dispute remains unresolved then either Party may, at such meeting, or within seven (7) days of its conclusion request that the dispute be referred to an expert to be agreed between the Parties. If the Parties cannot agree on an expert to act such independent expert will be appointed by the President for the time being of the Law Society on the application of either Party.

26.4 Any person to whom a reference is made under Clause 26.3 will act as an expert and not as an arbitrator. The Parties agree that the decision of the expert (which will be given in writing stating reasons) will be final and binding on the Parties.

26.5 Each Party will provide the expert to whom a reference is made under this Clause with such information as he/she may reasonably require for the purposes of his/her determination. If either Party claims any such information to be confidential to it then, provided in the opinion of the expert that Party has properly claimed the same as confidential, the expert will not disclose the same to the other Party or to any Third Party.

26.6 The costs of the reference to an expert (including the costs of any technical expert appointed by him/her) will be borne in the first instance by the Party making the reference. The expert will in his/her decision determine the liability for such costs, which decision will be final and binding on the Parties.

26.7 Nothing in this Clause 26 will restrict, at any time while the above dispute resolution procedures are in progress or before or after they are invoked, either Party's freedom to commence legal proceedings to preserve any legal right or remedy or to protect any Intellectual Property or trade secret right.

## 27. Anti-Corruption, Anti-Bribery, Anti-Slavery

27. Neither Party shall:

27.1 offer or give, or agree to give, to any employee, agent, servant or representative of the other Party, to include for the purposes of this Clause only any company or body associated with that Party or person employed by or on behalf of that Party (each of which for the purposes of this Clause shall be a "Relevant Person") any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Agreement or any other contract with any Relevant Person, or for showing or



refraining from showing favour or disfavour to any person in relation to any such contract;

27.2 enter into this Agreement or any other agreement with any Relevant Person in connection with which a financial incentive or package has been paid or has been agreed to be paid by the other Party or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such financial incentive or package and of the terms and conditions of any such agreement for the payment of such financial incentive or package have been disclosed in writing to the Relevant Person ;

27.3 engage in any practice, activity or conduct that would be an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or

27.4 defraud or attempt to defraud or conspire to defraud any Relevant Person.

27.5 Station10 warrants to The Client that;

27.5.1 To the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors or sub-contractors has at any time prior to entering into this Agreement, committed any offence under any bribery legislation.

27.5.2 That it is not entering into this Agreement with any knowledge that any money has been, or will be, paid to any person working for or engaged by The Client or any member of Client Group Company or that an agreement has been made to that effect, unless details of any such arrangement have been disclosed in writing to The Client before the date of this Agreement.

27.5.3 It shall maintain a record of all entertainment, hospitality and gifts given to or received from any Third Party in the direct or indirect carrying out of its obligations under this Agreement and provide an up-to-date copy of such record to The Client upon request.

27.5.4 If at any time Station10 (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Clause 27, Station10 shall indemnify and keep indemnified and hold The Client harmless against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties that The Client may suffer as a result of such breach.

27.6.1 Station10 shall and shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the UK Modern Slavery Act 2015.

27.6.2 Station10 shall have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance.



27.6.3 Station10 shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

## 28. Governing Law

28.1 The laws of England and Wales shall govern this Agreement and the Parties shall defer to the exclusive jurisdiction of the Courts of England.



Signed on behalf of:

xxxxxx ("The Client")

By

Print Name

Title

Dated

Signed on behalf of Station10 Limited ("Station10")

By

Print Name

Title

Dated