

**Master Services Agreement: 6B and [Client name]**

**BETWEEN**

- (1) **6B DIGITAL LTD**, a company incorporated and registered in England with company number 08780271 whose registered office is at 1 Paragon Business Park, The Office Campus, Red Hall Court, Wakefield, West Yorkshire, England WF1 2UY ("**6B**"); and
- (2) **THE CUSTOMER** whose details are set out below in the Commercial Terms ("**Customer**").

**BACKGROUND**

- (A) 6B is in the business of providing the Services (as defined below).
- (B) The Customer wishes to obtain and 6B wishes to provide the Services which are agreed in writing between the parties from time to time pursuant to a Statement of Work (as defined below) on the terms set out in this agreement.

**COMMERCIAL TERMS**

- 1 This section shall be referred to throughout this agreement as the "**Commercial Terms**".
- 2 This agreement comprises these Commercial Terms, Schedule 1 and Schedule 2.
- 3 The following table contains the details of the Customer:

Customer Details	
Name	
Registered Address	
Company Number	
Name of Representative	
Representative Contact Details	

- 4 The following table sets out the Customer specific terms of this agreement

<b>Duration</b>	
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## Signature Page

Each party is signing this agreement on the date stated opposite that party's signature. The date of this agreement will be the date stated opposite the signature of the last party to sign it.

.....	.....
.....	.....
<b>Signed for and on behalf of</b>	<b>Date</b>
<b>6B</b>	

**Position:**  
 .....  
 ...

.....	.....
.....	.....
<b>Signed for and on behalf of</b>	<b>Date</b>
<b>The Customer</b>	

**Position:**  
 .....  
 ...

## Terms of Master Services Agreement

### 1 Definitions and Interpretations

- 1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings, unless otherwise stated:

<b>“Acceptance Criteria”</b>	<b>the Customer’s acceptance criteria agreed with 6B and as specified in the Statement of Work;</b>
<b>“Acceptance Tests”</b>	<b>the tests to be carried out on the Services as set out in paragraph 7;</b>
<b>“Applicable Laws”</b>	<b>all applicable laws, statutes, regulations and codes from time to time in force;</b>
<b>“Assigned Rights”</b>	<b>any and all Intellectual Property Rights in the Deliverables except 6B’s Background IPR;</b>
<b>“Background IPR”</b>	<b>has the meaning given in paragraph 10.1;</b>
<b>“Business Day”</b>	<b>a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;</b>
<b>“Change Order”</b>	<b>has the meaning given in paragraph 8.1;</b>
<b>“Charges”</b>	<b>the charges specified in the Statement of Work payable by the Customer for the supply of Services by 6B;</b>
<b>“Commercial Terms”</b>	<b>has the meaning set out in paragraph 1 on the first page of this agreement;</b>
<b>“Confidential Information”</b>	<b>any proprietary or confidential information which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of this agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets, plans, strategy or software of the party disclosing such information;</b>
<b>“Control”</b>	<b>has the meaning given to it in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;</b>

<b>“Customer Data”</b>	the data inputted by the Customer, or 6B on the Customer’s behalf for the purpose of receipt and use of the Services;
<b>“Customer Materials”</b>	all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to 6B in connection with the Services;
<b>“Data Protection Legislation”</b>	means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) GDPR; (ii) the UK GDPR; (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (v) any other applicable data protection and privacy laws;;
<b>“Deliverables”</b>	any documents, drawings, designs, photos, graphics, logos, typographical arrangements, software and all other materials in any form (including hard copy and electronic form) prepared or developed by 6B or its agents, subcontractors and employees as part of or in relation to the Services;
<b>“Force Majeure Event”</b>	any circumstance not within a party’s reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) terrorist attack, civil commotion or riots, war, threat of or preparation for war; (c) nuclear, chemical or biological contamination; (d) any law or any action taken by a government or public authority; (e) collapse of buildings, fire, explosion or accident; (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this paragraph, or companies in the same group as that party); (g) epidemic or pandemic; (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this paragraph); and (i) interruption or failure of utility service;
<b>“GDPR”</b>	the General Data Protection Regulation ((EU) 2016/670);
<b>“Initial Term”</b>	the initial duration of the agreement as set out in the Commercial Terms;

<b>“Insolvency Event”</b>	the other party: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee, monitor or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;
<b>“Intellectual Property Rights”</b>	any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;
<b>“Service Level Agreement”</b>	any service level agreement agreed by 6B and the Customer in respect of the support and maintenance of the Services and/or Deliverables (as applicable);
<b>“Services”</b>	the services provided by 6B to the Customer pursuant to a Statement of Work and any other related services agreed in writing between the parties;
<b>“Statement of Work”</b>	a statement of work in the form set out in Schedule 2 entered into by the parties for the supply of Services;
<b>“Terms and Conditions”</b>	the terms and conditions of business set out in this Schedule 1; and
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 The schedules form part of this agreement and shall have effect as if set out in the full body of this agreement. Any reference to this agreement includes the schedules.

- 1.3 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 If there is any inconsistency between these Terms and Conditions and a Statement of Work, the Statement of Work shall take priority.

## **2 Commencement and Duration**

- 2.1 This agreement shall commence on the date it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, for the Initial Term. Unless either party has given the other party not less than 30 days’ written notice to terminate before the end of the Initial Term, this agreement will automatically renew and will continue thereafter until terminated by either party giving not less than 30 days’ written notice to terminate.
- 2.2 Each Statement of Work shall commence on the commencement date stated in paragraph 2 of such Statement of Work and shall continue for the initial term stated in paragraph 2 of that Statement of Work, unless terminated earlier in accordance this agreement.

## **3 Statements of Work**

- 3.1 6B shall supply such Services as are agreed in writing by the parties from time to time pursuant to a Statement of Work.
- 3.2 This agreement governs the overall relationship of the parties in relation to the Services provided by 6B to the Customer, and sets out:
- 3.2.1 in this paragraph 3, the procedure for the Customer to request the provision of Services from 6B under separate Statements of Work; and
  - 3.2.2 in Schedule 2, the template Statement of Work containing all the terms to be entered into by 6B and the Customer relating to such Services.
- 3.3 Where the parties enter into a separate Statement of Work, each Statement of Work will:
- 3.3.1 incorporate these Terms and Conditions and become part of this agreement; and
  - 3.3.2 to the extent not already addressed in this agreement, contain provisions governing the terms for performance of the relevant Services including performance requirements, pricing information and other provisions that are specific to the Services to be provided under such Statement of Work.

- 3.4 A Statement of Work will not enter into force, be legally binding, or have any other effect unless:
- 3.4.1 the Statement of Work has been signed by an authorised representative of both parties to it; and
  - 3.4.2 as at the date the Statement of Work is signed, this agreement has not been terminated.
- 3.5 Any amendments to this agreement agreed by the parties in accordance with paragraph 17.5 shall be deemed to apply to all future Statements of Work entered into after the date of such amendment.

#### **4 TUPE on Entry**

The parties do not intend the commencement of the Services will constitute a relevant transfer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended) in respect of those persons who, on and/or immediately prior to the commencement of the provision of the Services, are wholly or mainly engaged or assigned to carrying out the Services and are either employed by the Customer, or by any existing third party supplier of the Services.

#### **5 6B's Obligations**

- 5.1 6B shall:
- 5.1.1 use reasonable endeavours to ensure that the Services are performed by employees of 6B possessing reasonable skills and experience;
  - 5.1.2 use reasonable endeavours to comply with any dates specified in the Statement of Work for commencement, performance or completion of the Services (or any part of them), but time shall not be of the essence of this agreement;
  - 5.1.3 supply the Services in accordance with all Applicable Laws with which it is bound to comply; and
  - 5.1.4 obtain at its own expense the licences, powers and consents necessary for it to perform its obligations under this agreement.
- 5.2 6B shall not be responsible for or guarantee the security, maintenance, availability, confidentiality or performance of the Deliverables, unless otherwise agreed with the Customer pursuant to a Service Level Agreement, details of which shall be set out in a Statement of Work.

#### **6 Customer's Obligations**

- 6.1 The Customer shall:

6.1.1 provide all assistance, information and advice which 6B may reasonably require; and

6.1.2 do all acts which 6B may reasonably request,

to enable 6B to comply with its obligations and responsibilities under this agreement.

6.2 The Customer shall:

6.2.1 provide the Customer Materials and any such information as 6B may reasonably require in a timely manner and ensure it is correct in all material respects;

6.2.2 agree their Acceptance Criteria with 6B in a Statement of Work prior to the Services being performed;

6.2.3 provide reasonable co-operation and assistance to 6B in respect of 6B's provision of the Services;

6.2.4 provide such access to its premises and equipment as may be reasonably required by 6B in respect of 6B's provision of the Services, upon reasonable notice by 6B;

6.2.5 comply with Applicable Laws with which it is bound to comply in its use of the Services; and

6.2.6 obtain and shall maintain all necessary licences, consents and permissions necessary for 6B, its contractors and agents to perform their obligations under this agreement.

6.3 The Customer acknowledges that 6B's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to 6B. Accordingly, the Customer shall provide 6B with access to, and use of, all information, data and documentation reasonably required by 6B for the performance by 6B of its obligations under this agreement.

6.4 During the term of this agreement and for a period of 6 months after its termination in accordance with paragraph 12 the Customer shall not, without the prior written consent of 6B, directly or indirectly solicit, or permit any of its officers or employees to solicit, the employment of any person who is employed or engaged by 6B in the provision of the Services.

## 7 Acceptance Testing Procedure

7.1 Where the Services are specified to be subject to Acceptance Tests in the Statement of Work or project plan, the Customer shall undertake the Acceptance Tests to determine whether the Services have met their Acceptance Criteria as agreed to in the user stories and designs.



- 7.2 For each release to UAT, the Customer shall carry out the Acceptance Tests using the Acceptance Criteria within 3 Business Day of completion of the Services, at a time to be agreed in writing with 6B. The Customer shall permit 6B to attend and observe the Acceptance Tests.
- 7.3 The Customer shall not unreasonably withhold or delay its agreement that the Services meet its Acceptance Criteria.
- 7.4 The Customer shall be deemed to have accepted that the Services have met the Acceptance Criteria on the earliest of:
- 7.4.1 the Customer's written agreement to that effect;
  - 7.4.2 the expiry of 3 Business Days after completion of the Acceptance Tests, unless the Customer has given written notice to 6B that the Services do not meet the Acceptance Criteria, specifying the nature of the failure;
  - 7.4.3 the expiry of 4 Business Days after 6B informs the Customer that the Services are ready for the Acceptance Tests, if those Acceptance Tests have not been completed; and
  - 7.4.4 the live use of the Deliverables (or the relevant part of them) by the Customer or any of its employees, agents or contractors.
- 7.5 Any part of the Services which are undeliverable for reasons that are outside of 6B's control shall be excluded from the Acceptance Tests carried out in accordance with paragraph 7.2.
- 7.6 6B will deliver a maximum of 2 rounds of Acceptance Testing for each Acceptance Testing Release, any additional rounds of Acceptance testing or any work related to feedback received outside of the Acceptance Testing feedback deadlines as outlined above, may be subject to additional charges and may impact project timescales. Any delay to timescales caused by the Customer failing to meet the Acceptance Testing process will be accepted by the Customer without penalty to 6B. Enhanced UAT, with additional rounds can be priced on request.

## **8 Change Control**

- 8.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
- 8.1.1 the Services;
  - 8.1.2 the Charges in a Statement of Work;
  - 8.1.3 the timetable for the Services; and

- 8.1.4 any of the other terms of the relevant Statement of Work.
- 8.2 If 6B wishes to make a change to the Services it shall provide a draft Change Order to the Customer.
- 8.3 If the Customer wishes to make a change to the Services:
  - 8.3.1 it shall notify 6B and provide as much detail as 6B reasonably requires of the proposed changes, including the timing of the proposed change; and
  - 8.3.2 6B shall, as soon as reasonably practicable after receiving the information at paragraph 8.3.1, provide a draft Change Order to the Customer.
- 8.4 If the Customer wishes to make a change to the Services in a way that results in a reduction of 6B's resources that had been planned for use in delivering the Services, 6B will require no less than 1 weeks' written notice of the proposed change. Where this notice period is not adhered to, 6B reserves the right to charge for those resources for up to 1 working week at 6B's daily rate of £825 plus VAT.
- 8.5 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Statement of Work.
- 8.6 6B may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to paragraph 8.3 on a time and materials basis at 6B's daily rate of £825 plus VAT.

## **9 Charges and Payment**

- 9.1 In consideration of the provision of the Services by 6B, the Customer shall pay the Charges at the intervals, and in accordance with the information, set out in the Commercial Terms. Where the Charges are stated in the Commercial Terms to be invoiced annually, the Customer shall pay such Charges in advance of performance of the relevant Services. The amount of the Charges is as set out in the applicable Statement of Work. The Customer acknowledges and agrees that where it enters into more than one Statement of Work pursuant to this agreement, 6B shall submit separate invoices for each Statement of Work.
- 9.2 Unless otherwise agreed between the parties, the Customer shall pay each invoice submitted to it by 6B within 30 days of receipt to the bank account nominated in writing by 6B from time to time.
- 9.3 Without prejudice to any other right or remedy it may have, if the Customer fails to pay 6B any sum due under this agreement on the due date:
  - 9.3.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this paragraph will accrue each day at a rate of 1% per

month above the Bank of England's base rate from time to time for sums which have been overdue for 30 days or more and at a rate of 2% per month above the Bank of England's base rate from time to time for sums which have been overdue for 120 days or more; and

9.3.2 6B may suspend part or all of the Services until payment has been made in full.

9.4 All sums payable to 6B under this agreement:

9.4.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

9.4.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 10 Intellectual Property Rights

10.1 Subject to paragraph 10.3, all Intellectual Property Rights belonging to a party prior to signing this agreement will remain vested in that party (the "**Background IPR**") and each party agrees that it acquires no rights in or to the other party's Background IPR other than those expressly granted by this agreement.

10.2 6B grants the Customer a non-exclusive, irrevocable, worldwide, perpetual right (together with a right to grant sub-licences) to use the 6B's Background IPR to the extent required to make full use of the Services and the Deliverables.

10.3 All Intellectual Property Rights in the Customer Materials shall be owned by the Customer from the date of first creation and 6B hereby assigns will full title guarantee free from all third party rights:

10.3.1 all the entire right, title and interest throughout the world in any and all existing and future Assigned Rights to the Customer; and

10.3.2 all the rights and powers 6B has accrued prior to the date of this agreement, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

10.4 From the date of this agreement, the Customer hereby grants 6B a royalty-free, non-transferable, non-exclusive licence for the term of the agreement to use the Assigned Rights and the Customer Materials for the purposes of fulfilling its obligations under this agreement.

10.5 At its own expense 6B shall, and shall use its reasonable endeavours to ensure that any necessary third party shall, promptly execute and deliver such

documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including assisting the Customer in obtaining, defending and enforcing the Assigned Rights and assisting with any other proceedings which may be brought by or against the Customer against or by any third party relating to Assigned Rights.

- 10.6 Where either party acquires, by operation of law, title to the Intellectual Property Rights of the other party that is inconsistent with the allocation of title set out in this paragraph 10 it shall assign in writing such Intellectual Property Rights as it has acquired to the other party on the request of the other party (whenever made).
- 10.7 The Customer warrants that the receipt and use in the performance of this agreement by 6B, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 10.8 Each party shall indemnify the other from and against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) suffered or incurred by the other as a result of or in connection with any claim that:
  - 10.8.1 the provision of the Services or receipt of them (as appropriate); or
  - 10.8.2 the use, reproduction or exploitation of the Deliverables or any Intellectual Property Rights provided by one party to the other,infringes the Intellectual Property Rights or other proprietary rights of any person.

## **11 Data Protection**

- 11.1 As between the Customer and 6B, the Customer shall own all right, title and interest in and to all of the Customer Data (and any licences which pertain to such Customer Data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 11.2 Each party shall comply with applicable requirements of the Data Protection Legislation. This paragraph 11 is in addition to and does not replace a party's obligations under the Data Protection Legislation. The terms "controller", "processor", "data subject", "personal data", "personal data breach" "process" and "processing" have the meanings prescribed in the Data Protection Legislation.
- 11.3 The Customer warrants and undertakes that all instructions it provides to 6B shall be in compliance with Data Protection Legislation and that it is authorised by the controller to provide 6B with access to the Customer Data and instructions to process the Customer Data.
- 11.4 The parties acknowledge and agree that where 6B processes Customer Data in order to provide the Services it does so either in its capacity as a

sub-processor where the Customer is a processor and the Customer's customer or client is the controller or in its capacity as a processor where the Customer is the controller. In each scenario, the following provisions of this paragraph 11 shall apply.

11.5 The Statement of Work sets out the scope, nature and purpose of processing by 6B, the duration of the processing and the types of personal data and categories of data subject.

11.6 6B shall:

11.6.1 process personal data only on written instructions of the Customer and only to the extent required to provide the Services. If 6B is required by any applicable laws to process personal data it shall, to the extent legally permitted, notify the Customer before doing so;

11.6.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of or damage to 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. 6B shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of security measures;

11.6.3 not engage another processor without general authorisation from the Customer and without ensuring that the same data protection obligations as set out in this agreement are imposed in a written contract on that other processor. Where 6B notifies the Customer of any changes to sub-processors in accordance with this clause 11.6.3, the Customer shall have 10 Business Days to object, after which it shall be deemed to authorise appointment of the other processor. 6B shall remain fully liable to the Customer for performance of the other processor's obligations to the extent the other processor fails to fulfil their data protection obligations. 6B shall ensure that its agreement with the other processor terminates automatically on termination of this DPA for any reason. For the purposes of this clause 11.6.3, the Customer confirms that it has no objection to the subprocessors engaged by 6B on or around the date of this agreement, namely:

11.6.3.1 P2H, Inc, located in San Francisco;

11.6.3.2 Scand Ltd, located in Belarus; and

- 11.6.3.3 Multivision – Consulting in Telecommunications and IT, LDA, located in Lisbon;
- 11.6.3.4 Bee Engineering, located in Portugal;
- 11.6.3.5 Diceus, located in Portugal
- 11.6.4 ensure that personnel who have access to or process personal data are authorised to access personal data only when such persons have a work related need to access the personal data and that they keep the personal data confidential either under contractual or statutory obligations;
- 11.6.5 ensure that where personal data is transferred outside of the European Economic Area: (i) the personal data is processed in a territory which is subject to a current finding by (in respect of personal data originating from the EEA) the European Commission or (in respect of personal data originating from the UK) the UK Government under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or (ii) 6B participates in a valid cross-border transfer mechanism under the Data Protection Legislation so that 6B and where appropriate the Customer and/or the Customer's client (i.e. the controller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of GDPR; or (iii) the transfer otherwise complies with the Data Protection Legislation;
- 11.6.6 at no additional costs, take such technical and organisational measures as may be appropriate and promptly provide such information to the Customer as the Customer may reasonably require to assist the Customer to respond to any request from a data subject;
- 11.6.7 notify the Customer without undue delay if it receives a request from a data subject to exercise any of their rights under the Data Protection Legislation in relation to the personal data processed by 6B pursuant to this agreement;
- 11.6.8 notify the Customer without undue delay if it becomes aware of any accidental, unauthorised or unlawful processing of the personal data, a personal data breach or a suspected personal data breach;
- 11.6.9 not inform any third party of any personal data breach without first obtaining the Customer's prior written consent, except when required to do so by law;
- 11.6.10 taking into account the nature of 6B's processing and the information available to 6B, provide reasonable assistance to the Customer complying with its obligations pursuant to Articles 32 to 36 of GDPR including in relation to data subject rights, data protection impact assessments and reporting to and consulting with supervisory

authorities under the Data Protection Legislation, and 6B reserves the right to charge the Customer for such assistance;

11.6.11 at the written direction of the Customer, delete or return personal data to the Customer on termination of this agreement unless 6B is required by law to store the personal data;

11.6.12 maintain complete and accurate records and information to demonstrate its compliance with this paragraph and allow for audits by the Customer or the Customer's designated auditor, provided that the Customer shall provide not less than 14 days' notice of audits, shall carry out audits no more than once per year (except where the Customer believes, acting reasonably and in good faith that 6B has breached the Data Protection Legislation) and the Customer shall be responsible for the costs of the audit; and

11.6.13 immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation.

11.7 The Customer authorises 6B to appoint third-party processors for the purposes of providing 6B with hosting and development services, subject always to 6B ensuring that the same data protection obligations as set out in this agreement are imposed on that other processor.

11.8 If any changes to the Data Protection Legislation mean that amendments to this agreement are necessary to ensure the data processing carried out pursuant to this agreement remains compliant with the Data Protection Legislation, the parties shall, at their own cost and acting reasonably and in good faith, agree in writing the amendments necessary to ensure such compliance is achieved.

## **12 Termination**

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement or any Statement of Work (as specified in the termination notice) with immediate effect by giving written notice to the other party if:

12.1.1 the other party commits a material breach of this agreement which is irremediable or (if such breach is remediable) the other party fails to remedy that breach within 30 days after being notified in writing to do so; and/or

12.1.2 one or more of the following applies to the other party:

12.1.2.1 it is unable to pay its debts;

12.1.2.2 it ceases to trade; or

12.1.2.3 it suffers an Insolvency Event.

- 12.2 Without affecting any other right or remedy available to it, 6B may terminate this agreement or any Statement of Work with immediate effect by giving written notice to the Customer if:
- 12.2.1 there is a change in the ownership or Control of the Customer to which 6B has not previously given written consent; and/or
  - 12.2.2 the Customer fails to pay any amount due to 6B under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment.
  - 12.2.3 Without affecting any other right or remedy available to it, 6B may terminate this Statement of Work by giving 30 days written notice to the Customer.

### **13 Consequences of Termination**

- 13.1 On termination or expiry of this agreement for any reason:
- 13.1.1 no further Statements of Work can be entered into by either party;
  - 13.1.2 each Statement of Work then in force at the date of such termination or expiry shall continue in full force and effect for the remainder of the term set out in such Statement of Work unless terminated earlier in accordance with the terms of such Statement of Work, in which case the Customer acknowledges that it may receive partially complete Deliverables;
  - 13.1.3 any provision of this agreement or any Statement of Work that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect;
  - 13.1.4 the Customer shall immediately pay to 6B all of 6B's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, 6B may submit an invoice, which shall be payable within 30 days of receipt;
  - 13.1.5 the Customer shall return all of 6B's equipment or materials and if the Customer fails to do so, 6B may enter the Customer's premises and take possession of its equipment or materials;
  - 13.1.6 6B shall return the Customer Materials to the Customer; and
  - 13.1.7 the Customer shall continue to have the benefit of paragraph 10.2 to the extent required solely for the purpose of making use of the Services and Deliverables provided by 6B.
- 13.2 The termination of any Statement of Work shall not affect any other Statement of Work or this agreement.



- 13.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this agreement which existed at the date of termination or expiry.

#### **14 Limitation of liability**

- 14.1 Nothing in this agreement shall limit or exclude either party's liability for:

14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

14.1.4 any other liability which cannot legally be limited or excluded.

- 14.2 Subject to paragraph 14.1:

14.2.1 under no circumstances will either party be liable to the other whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

14.2.1.1 any loss of profit;

14.2.1.2 loss of contract; or

14.2.1.3 any indirect or consequential loss,

arising under or in connection with this agreement;

14.2.2 6B's total liability to the Customer in respect of all other losses arising under or in connection with this agreement, whether in tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the total Charges paid or payable by the Customer during the 12 months immediately preceding the date on which the claim arose in respect of the Services giving rise to the claim; and

14.2.3 the Customer's total liability to 6B in respect of all other losses arising under or in connection with this agreement, whether in tort (including negligence), breach of statutory duty, or otherwise (but not under any indemnity given by the Customer in this agreement), shall in no circumstances exceed a sum equal to the total Charges paid or payable by the Customer during the 12 months immediately preceding the date on which the claim arose in respect of the Services giving rise to the claim.

## **15 Confidentiality**

- 15.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any Confidential Information of the other party, except as permitted by paragraph 15.2.
- 15.2 Each party may disclose the other party's Confidential Information:
  - 15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this paragraph 15; and
  - 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **16 Publicity**

The Customer agrees that 6B shall be entitled to publicise the fact that 6B has entered into this agreement with the Customer, which shall include but not be limited to 6B being permitted to refer to the Customer's name in any public announcements and discussions with prospective customers.

## **17 General**

### **17.1 Force Majeure**

17.1.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event.

### **17.2 Assignment**

17.2.1 Neither party shall subcontract, assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

### **17.3 Waiver**

17.3.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 17.4 Entire Agreement

17.4.1 This agreement contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party acknowledges and agrees that it has not been induced to enter into this agreement by a statement or promise which it does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in this agreement are (to the fullest extent permitted by law) excluded from this agreement.

#### 17.5 Variation

17.5.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 17.6 Severability

17.6.1 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from this agreement in so far as this agreement relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of this agreement shall not be affected or impaired.

#### 17.7 Notices

17.7.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class recorded or other next Business Day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received on signature of a delivery receipt. This paragraph does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### 17.8 Third Party Rights

17.8.1 No one other than a party to this agreement shall have any right to enforce any of the terms of this agreement.

#### 17.9 Relationship of the Parties

17.9.1 This agreement does not create any partnership or joint venture between the parties.

#### 17.10 Compliance

17.10.1 Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015 or the Criminal Finances Act 2017.

#### 17.11 Further Assurance

17.11.1 At any time, each party shall sign all documents and do or cause to be done all further acts and things as that party so requiring may reasonably require to give full effect to the terms of this agreement.

#### 17.12 Counterparts

17.12.1 This agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

#### 17.13 Governing Law and Jurisdiction

17.13.1 This agreement shall be governed by English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts.

## Schedule 2 - Statement of Work

### BETWEEN

- (1) **6B** is a company incorporated and registered in England with company number 08780271 whose registered office is at 1 Paragon Business Park, The Office Campus, Red Hall Court, Wakefield, West Yorkshire, England WF1 2UY ("**6B**"); and
- (2) **THE CUSTOMER** (as identified in the Agreement).

### BACKGROUND

- (A) The Customer and 6B entered into a master services agreement (the "**Agreement**"), allowing the Customer to request services from 6B.
- (B) Pursuant to the Agreement, the Customer requests certain services to be provided by 6B and 6B agrees to provide such services to the Customer in accordance with this Statement of Work.

### STATEMENT OF WORK DETAILS

#### 18 Interpretation

In this Statement of Work, unless the context otherwise requires the defined terms and interpretive provisions set out in the Agreement shall apply.

#### 19 Commencement and Duration

6B shall perform the Services in accordance with the terms of this Statement of Work subject to earlier termination in accordance with the Agreement, from the Commencement Date for the Initial Term as set out below:

Duration	
Commencement Date	
Initial Term	[Insert the initial term of this SOW or, if the project is intended to be agile, confirm this here with any other relevant information]

#### 20 Services and Deliverables

6B has agreed to deliver to the Customer and the Customer has agreed to purchase the Services as set out below:

Services Description
----------------------

<b>Services</b>	<b>[Insert description of the Services, including any support and maintenance services and whether any Services are subject to acceptance testing]</b>
<b>Deliverables</b>	<b>[Insert description of the Deliverables]</b>
<b>Project Assumptions</b>	<p><b>[Delete or add as appropriate]</b></p> <p>The following assumptions have been made when estimating this project, and underpin both the proposed costs &amp; timescales. If any of these assumptions prove to be incorrect and cause additional effort or delays on the project, then a Change Request may be required to incorporate that change.</p> <p><b>Design Feedback.</b> Minimal changes will be made to the wireframes and visual designs, and feedback provided within 3 working days.</p> <p><b>UX and Visual Design.</b> All imagery and copy will be supplied by The Customer.</p> <p><b>Brand.</b> Any queries concerning the handling of The Customer brand will be addressed by a representative of the Hiring Party within one working day of being raised by 6B.</p> <p><b>UI Controls.</b> The UI will consist of standard platform OS UI controls and fonts with no custom controls or fonts.</p> <p><b>Hosting.</b> Client will own and pay for the hosting account used (development, testing and live) to host the technology. 6B will be provided with suitable accounts and account rights in order for 6B to perform the activities required to satisfy this statement of work.</p> <p><b>System access.</b> 6B will be securely provided with full access to existing systems in order for 6B to undertake the activities required to satisfy this work. It is anticipated the Customer will support 6B where needed to access and understand existing systems. Systems may consist of web servers or third party systems integrating with the proposed solution. The interface to these systems will be clearly defined</p>

	<p>and wrapped with suitable APIs which will not change during the development process.</p> <p><b>Penetration testing.</b> The Customer will pay for any third party penetration tests that are required.</p> <p><b>Language.</b> The Services will be designed to support English only.</p> <p><b>Project Issues.</b> The Customer will raise any and all project issues, concerns or risks as soon as these become apparent. This includes any issue, concern or risk that may impact on project acceptance or final delivery. 6B will document any issue, concern or risk raised and provide suitable resolution or mitigation plans.</p> <p><b>Project Scope.</b> It is assumed that the scope of this project will not significantly differ from the scope currently outlined. If, during any phase, the scope changes significantly then project timescales and costs may be impacted. Changes to timescales under these circumstances will be accepted by the Customer without penalty to 6B.</p> <p><b>Supported Resolutions and Browsers.</b> The UX/UI will be designed for the following resolutions: Mobile - 320x568px, Desktop -1440x1024px. The Services will be developed to run on the latest versions of the following browsers at the time of contract sign-off: Google Chrome, Mozilla Firefox, Microsoft Edge, Safari.</p> <p><b>Accessibility.</b> Accessibility will be tested and reported on the developed templates (code rather than content) using automated accessibility testing tools to the WCAG level described in the Services. Accessibility testing does not include third party or manual testing, testing for accessibility on content (text, images, multimedia, flashing or flickering imagery), testing for zoom support beyond 100%, and testing of third-party products or integrations.</p>
<b>Project Dependencies</b>	<p>[Delete or add as appropriate]</p> <p>Any devices (phones or tablets) required on the project, that 6B do not already own, will be</p>

	<p>provided by The Customer. The list of required devices will be agreed at the start of the project.</p> <p>All graphical assets required on the project.</p> <p>The Customer will provide the following textual assets, where required; Terms and Conditions, Privacy and Cookie Policy.</p> <p>Details of any required analytics platform integration.</p> <p>Any required test Accounts and/or Test Data to be able to develop and test the project.</p> <p>The name and contact Details of a Product Owner (or similar), who will be available throughout the project to discuss and agree requirements or any other project issue.</p>
<b>Service Level Agreement</b>	[Insert if required. If contracting a thorough SLA, please consider using the <u>6B MSA and SLA (no SOW) Template</u> ]
<b>Timescales</b>	<p>[Insert timescales]</p> <p>Timescales outlined in this statement of work are valid for 1 week.</p>
<b>Charges</b>	<p>[Insert charges]</p> <p>Charges outlined in the statement of work are valid for 1 week.</p>

## 21 Processing of Personal Data

6B will process the Personal Data of the Customer as set out below:

<b>Personal Data</b>	
<b>Subject matter of processing</b>	The provision of the Services by 6B to the Customer.
<b>Duration of processing</b>	The duration of the provision of the Services to the Customer in accordance with the Agreement.



<b>Nature of processing</b>	<b>6B will process personal data in respect of which the Customer is controller to the extent required to enable 6B to provide the Services to the Customer.</b>
<b>Purpose of processing</b>	<b>To enable 6B to provide the Services.</b>
<b>Types of personal data</b>	<b>All categories of personal data processed by 6B about the data subjects, which may be extensive depending on 6B's relationship with the data subjects. It may include health data where 6B is working on healthcare projects and has access to patient data on behalf of its customers and clients.</b>
<b>Categories of data subject</b>	<b>Customers, suppliers and employees of 6B Customers and clients of 6B's customers and clients</b>

## 22 **Special Terms**

[Insert any special terms that have been agreed]

## Signature

By signing the below, the parties agree to the terms and conditions of this Statement of Work, which shall be governed by the Agreement. Each party has caused this Statement of Work to be signed by its respective authorised representative:

**Signed by the Customer**

**Signed by 6B**

.....  
**Signature**

.....  
**Signature**

.....  
**Print Name**

.....  
**Print Name**

.....  
**Date**

.....  
**Date**