



Numiko Limited
Master Services Agreement ('Agreement')

INTRODUCTION

- A We are a digital agency dedicated to enhancing digital experiences and improving business performance through specialised services in design, website development, and support, including technical support, website enhancements, strategic improvement planning and other services as listed on our website at <https://numiko.com/what-we-do/> (the '**Services**'). We're excited that you are interested in our Services and what we have to offer.
- B You agree that we will provide our Services as set out in this Agreement.
- C We wanted to make sure the terms of this Agreement are crystal clear, but if you have any questions, don't hesitate to get in touch – we're here to help in any way we can.

KEY TERMS

'Effective Date':	[INSERT DATE]
'We' 'us' 'Company'	NUMIKO LIMITED, a company incorporated and registered in England and Wales with company number 04018833, whose registered office is at Second Floor, Broderick House, 43-51 Cookridge Street, Leeds, LS2 3AW. Key Contact: [INSERT NAME] Email Address: [INSERT EMAIL ADDRESS]
'You'	[CLIENT COMPANY REGISTERED NAME], a company incorporated and registered in England and Wales with company number [INSERT], whose registered office is at [INSERT]. Key Contact: [INSERT NAME]

	Email Address: [INSERT EMAIL ADDRESS]
Together referred to as the 'parties' and individually a 'party'	
'Term'	From the Effective Date until terminated by either party upon giving 60 days' written notice to terminate, when it shall terminate automatically, unless the Agreement terminates earlier in accordance with clause 17 or is renewed in writing by mutual agreement.

TERMS AND CONDITIONS

The parties agree that the Key Terms, along with the Terms and Conditions, Schedule and any separate Statement of Works (**'Statement of Work(s)'**) agreed between the parties, together shall constitute the Agreement. The Schedule and Statement of Works form an integral part of this Agreement and shall have the same effect as if they were set out in full within the body of this Agreement. A reference to this Agreement includes the Schedule and any relevant Statement of Works:

1. Commencement and duration

- 1.1 This Agreement is effective from the Effective Date and will continue for the Term unless terminated in accordance with the Key Terms or clause 17 or renewed as agreed between the parties in writing.
- 1.2 We'll start providing our Services for each new project under each Statement of Works (**'Project'**) for the Project Term, on the date specified and agreed between the parties in the relevant Project's Statement of Work (**'Start Date'**) until the end date (**'End Date'**), if an End Date is specified or the end of any renewal period for the relevant Project, or as agreed or extended between the parties in writing from time to time.

2. Statement of Works

- 2.1 This Agreement is structured so that individual Statements of Work will be entered into by the parties, as outlined in clause 2.5 below, and such Statements of Work are governed by and subject to this Agreement.

- 2.2 A template of the Statement of Work is set out in Schedule 1 of this Agreement describing the Services and any materials to be created in the performance of the Services (**'Deliverables'**), which is agreed between us and signed by either party's authorised representatives.
- 2.3 Each Statement of Work unless otherwise agreed by the parties shall constitute a separate contract under this Agreement and any defined terms used in each Statement of Work shall have the same meaning as set out in this Agreement.
- 2.4 Each Statement of Work may include but is not limited to include the following details:
- (a) the Project Start Date, and End Date (if relevant);
 - (b) details of governance and communications;
 - (c) the scope of the Project (**'Project Overview'**);
 - (d) detailed description of the requirements, standards, and criteria that the Services or Deliverables must meet, as outlined in the relevant Statement of Work (if relevant) or as agreed between the parties from time to time (**'Specification'**) relating to the Services, as set out in the Statement of Works or as otherwise agreed between the parties in writing (**'Project Plan'**), if required;
 - (e) details of any escalation processes;
 - (f) details of the expected Deliverables;
 - (g) any obligations of each party in addition to those set out in this Agreement (**'Additional Obligations'**);
 - (h) Delivery Dates as defined in clause 5.11 of this Agreement;
 - (i) Any Fees, as defined in clause 4, relevant to each Statement of Work; and
 - (j) Details of any caveats or out-of-scope items.
- 2.5 The parties will decide on the details of each Statement of Works as follows:
- (a) we'll provide you with all the information you need to decide which Services you want from our full range of Services;
 - (b) once you have made a decision on which Services you are interested in, we will work with you and send you a proposal with details of the agreed Project;
 - (c) we may need to schedule a call or meeting to discuss the details of the Project before it is agreed and will be on hand to assist you with any questions throughout;
 - (d) if necessary, we will share further details, providing more details relating to the Project;

- (e) once your requirements are finalised, we will send you our Statement of Works for the Project;
- (f) both parties will sign the Statement of Works when it is agreed; and
- (g) any further Statement of Works agreed thereafter will follow the steps outlined in clause 2.5 (a) to (f) of this clause, unless the parties agree additional work (**'Additional Work'**) or changes to the Project Overview or scope in writing, for example, by email.

2.6 [We will not charge for the preparation of a Statement of Works at any time OR We may charge for the preparation of a Statement of Works].

2.7 Once a Statement of Works has been agreed and signed in accordance with this clause 2, we won't make any changes to it unless we follow the procedures outlined in clause 2.5 and 11, unless the parties agree otherwise in writing.

2.8 The parties may agree work in writing i.e., by email and agree that any Projects agreed without a signed Statement of Works, will be subject to this Agreement.

3. **Services**

3.1 We agree to provide the Services to you on the terms of this Agreement.

3.2 This Agreement does not commit you to purchase our Services and, likewise, does not commit us to provide any Services. You only become committed to purchasing and we only become committed to providing any Services upon signature by both parties of a Statement of Work in respect of such Services/Project or if the parties agree to a Project in writing.

4. **Fees & Expenses**

4.1 Payment for our Services (**'Fees'**) will be agreed as follows, and shall be outlined in the relevant Statement of Works as relevant;

- (a) We will agree a set price (**'Fixed Fee'**) for the relevant Project; or
- (b) We will agree a time and materials-based rate (**'Time and Materials'**) for the Project based on a rate card of prices; or
- (c) We will agree a fixed retainer (**'Retainer'**) for the relevant Project.

4.2 We may request an upfront payment (**'Deposit'**) of the Fees, as may be detailed in the relevant Statement of Work(s) for the relevant Project.

4.3 Before we are able to start work on the Start Date, you will be required to:

- (a) Sign this Agreement and a Statement of Works for the relevant Project, unless the parties agree otherwise; and
- (b) Provide details of where to send all invoices for our Fees.

- 4.4 All Fees [and pre-approved Expenses] shall be payable pursuant to the Payment Terms outlined in the relevant Project's Statement of Works. You'll find our bank account details on our invoice.
- 4.5 Pursuant to clause 5.8, you acknowledge that we may need to adjust our Fees, budget and timelines during a Project if the parties agree any changes to a relevant Project.
- 4.6 If you fail to pay us on time for any Fees that you owe us under this Agreement and any relevant Statement of Works for a Project, you will need to pay interest on the overdue amount from the due date until the date you make payment of all Fees owed under that Statement of Works.
- 4.7 Interest under clause 4.6 will accrue each day at 8% a year above the Bank of England's base rate from time to time.
- 4.8 Subject to clauses 4.9 and 4.10 of this Agreement, we retain the right to temporarily stop some or all of the work until you've paid what you owe under a relevant Statement of Works in full.
- 4.9 We reserve the right to withhold your use of any Deliverables until full or partial payment for our Services, as specified in the relevant Statement of Work, is made.
- 4.10 If the parties disagree over any Fees or an invoice, we reserve the right to withhold the Deliverables until the parties agree an amicable resolution in accordance with clause 15.
- 4.11 All amounts payable under this Agreement are exclusive of VAT. If VAT is chargeable on any of our Services supplied under this Agreement, you must pay to us an amount equal to the VAT chargeable on the Services, subject to receipt of a valid VAT invoice.
- 4.12 Third-party products shall be supplied in accordance with the relevant licensor's standard terms. The licence fee, subscription or renewal fees for such third-party products (**'Third Party Licence Fees'**) payable by you will be included in the Statement of Works or sent to you by email, if applicable.
- 4.13 We shall review our Fees during the Term and we may from time to time by providing written notice to you, increase our Fees or Fee estimates for the relevant Project in line with any increases in inflation, increased rates from vendors, increases or changes in Project Overview or scope (as detailed in the Statement of Works), and/or in accordance with market conditions.
- 4.14 If this Agreement or any work under a relevant Statement of Work is terminated or cancelled and the Services have not been completed, you will be required to pay the balance of our Fees in respect of any work already

carried out, including payment of any incurred Expenses (if relevant) unless the parties have agreed otherwise.

- 4.15 You shall not be entitled to a refund of any advance payments or the Deposit made to us under this Agreement.

5. Our obligations

- 5.1 We agree to provide the Services, deliver the Deliverables and respond to your queries in a timely manner in accordance with this Agreement, any relevant Statement of Works and as may otherwise be agreed between the parties in writing from time to time.
- 5.2 Our hours of operation in the UK are 9am to 5.30pm GMT, Monday to Friday (excluding weekends and public holidays unless expressly agreed between the parties) and we agree to be available during these times to assist you with any questions or support (as relevant).
- 5.3 You accept that any Deliverables we create in relation to your Project will be sent to you by the end of the working day or before the next working day, as relevant.
- 5.4 We shall prepare any Statement of Works, in accordance with clause 2 of this Agreement.
- 5.5 You accept that we cannot start work on your Project until we are in receipt of all relevant Client Materials (as defined in clause 6).
- 5.6 Subject to clause 4.3, we will start work on your Project once the Agreement is signed by both parties and we are in receipt of your signed Statement of Works, or the parties agree a Project in writing.
- 5.7 We'll use reasonable endeavours to manage, complete and deliver the Deliverables, as described in the Statement of Works or agreed in writing, and we'll make sure to keep you informed throughout the Project, as required.
- 5.8 We shall ensure compliance with any Project Plans (if relevant), governance and communications structures, as may be identified and included in the relevant Project's Statement of Work but you agree that if any Project Plan is provided, that it shall be treated as a 'living document' and may be subject to change at any time depending on what the parties agree throughout the relevant Project.
- 5.9 We shall not use sub-contractors on your Project without your prior approval.
- 5.10 We shall provide adequate reporting, analysis and insights in relation to the Project, as may be communicated to you from time to time.

- 5.11 We'll use reasonable endeavours to meet any mutually agreed delivery or completion dates for the Deliverables (**'Delivery Dates'**) and budgets if specified in the Statement of Works, but any such dates and budgets are estimates and time for performance by us shall not be the essence of this Agreement. If there are any changes to Delivery Dates or budgets that will impact the Fees, we will let you know in writing.
- 5.12 Both parties agree to appoint a project manager (**'Project Manager(s)'**) for the Project, who will have the authority to contractually bind the other party on all matters relating to the Project or agreeing Additional Work outside of the Project Overview.
- 5.13 Pursuant to clause 5.12, the details of the Project Managers will be included in the Statement of Works for each Project and may be subject to change from time to time.
- 5.14 Where relevant, we shall ensure Project kick-off to align the parties' expectations and we shall promptly request any materials required to ensure you are onboarded correctly including but not limited to any Client Materials (as defined in clause 6), accounting and invoice details, purchase orders, access to your assets and any platforms as appropriate, previous strategy plans or access to existing systems or environments i.e., hosting environments.
- 5.15 We shall comply with any Additional Obligations as set out in the relevant Statement of Works and respond to any ad-hoc requests from you, as relevant.
- 5.16 Subject to clause 7.8, we shall promptly report to you any material issues with the performance of the Services and/or Deliverables. Upon reasonable request from you, we shall use reasonable efforts to correct any such material issues. If the issue arises from our failure to meet any Specification or Project Plan (if relevant), we shall correct it at no additional cost to you and within a reasonable timeframe. If the issue arises from other factors as outlined in clause 9.2, the correction shall be subject to an agreement on costs between the parties.
- 5.17 We shall not be responsible for you overwriting actions we have taken as part of the Services or any changes you or a party who is not a party to this Agreement (**'Third Party' or 'Third Parties'**) make to the Deliverables on a relevant Project, that adversely affect the Deliverables or the performance of the Deliverables.
- 5.18 We shall comply with your information and IT security measures as communicated to us when performing the Services.

- 5.19 We shall provide necessary support and after-care following your receipt of the Deliverables, if specified and agreed upon by the parties in the Statement of Works or in writing.
- 5.20 We shall comply at all times with any brand guidelines as provided by you for your Project.
- 5.21 We shall keep all your passwords and login details safe at all times.
- 5.22 Where relevant in the provision of Services, we shall only access those areas of the websites at the domains/URL's listed in the relevant Statement of Work (**'Website(s)'**) as relevant, or agreed otherwise in writing, that are necessary for the purposes of performing our obligations under this Agreement.
- 5.23 We shall not modify (or do anything that would have the effect of modifying) the content of any Websites except as permitted in the relevant Statement of Works or as agreed between the parties in writing.
- 5.24 Where the Deliverables include content and design assets, we shall include in the content and design assets, only materials provided to us by you as part of the Client Materials, as defined in clause 6 and shall take no responsibility for errors in the content.
- 5.25 Subject to clause 7, and if relevant for the provision of Services, we shall submit all Deliverables created by us to you for your review and approval before they are published.
- 5.26 If relevant, we shall not be liable for any performance issues, disruptions or inefficiencies caused by any Third Party applications, or plug-in's that we utilise in the provision of our Services or any links from other websites chosen by you placed on your Website.
- 5.27 If relevant to the provision of Services, you acknowledge that we do not have any liability or control over the policies of search engines, the type of websites or content accepted by them or the ranking of any such websites and as a result, search engines may:
- (a) Stop accepting submissions from us for an indefinite period of time with or without notice; or
 - (b) Cease to list a website or the Website(s) at their discretion.
- 5.28 We shall not be liable for any delays in our performance caused by your or a Third Party's actions or inactions and in the event of any such delays, we shall have further reasonable time to perform our obligations under the relevant Statement of Works or as agreed between the parties from time to time.

5.29 You acknowledge that we may use computer systems, algorithms or technologies capable of performing tasks typically requiring human intelligence, including but not limited to research, natural language processing, data analysis, preparation of prototypes or examples, content checking and/or creation and for other internal processes (**'Artificial Intelligence'**).

5.30 Pursuant to clause 5.29, we shall:

- (a) Limit the use of Artificial Intelligence tools to situations where their application enhances efficiency without compromising the quality of the Deliverables;
- (b) Not input any Confidential Information, as defined in clause 14, provided by you into any of the Artificial Intelligence tools we use, unless expressly agreed in writing;
- (c) Clearly communicate to you when Artificial Intelligence tools are being used to generate content; and
- (d) Ensure that any content generated using Artificial Intelligence is reviewed and approved by you before it is published or used in any final Deliverables.

5.31 For digital Services, which shall include but are not limited to design services, user experience services, Website design and/or development, website enhancements, strategic improvement planning, paid media and other Services as listed on our website and which are subject to what the parties agree in the relevant Statement of Works or otherwise in writing, we may (as relevant):

- (a) Split the relevant Project into phases, as agreed between the parties;
- (b) Create a sitemap providing visual representation of the pages held within the Website;
- (c) Create wireframes, user stories to define, understand and implement features or enhancements to the Website;
- (d) Map out the customer journey to identify key touchpoints and opportunities for improvement and provide a detailed journey map with recommendations for enhancing the customer experience;
- (e) Create any technical specifications with details of any technology to be implemented as may be required for our digital Services only;
- (f) Create any designs, as relevant in accordance with the Statement of Works;
- (g) Provide mock-ups and prototypes for approval at agreed phases during the Project Term, to ensure alignment with your vision and expectations;

- (h) Ensure that the design elements are consistent throughout the Website, including fonts, colours and layouts;
- (i) Create component maps, content models, build/launch plan and deliver a presentation with all key stakeholders to ensure alignment, as appropriate;
- (j) Create user interface components for front-end development;
- (k) Develop a final solution as appropriate based on any requirements outlined in user stories and designs;
- (l) Release the Website to a staging environment in increments throughout the build stage to enable regular reviews and conduct user testing, as appropriate;
- (m) Migrate customer and/or product/service data or content from your existing platform or Website to new platform or Website after which you will be solely responsible for managing, maintaining and editing such content;
- (n) Ensure that the design is user-friendly and accessible, adhering to best practices in user experience and user interface design;
- (o) Incorporate responsive design principles to ensure the Website looks and functions well on various screen sizes and devices;
- (p) Ensure that the design elements are consistent throughout the Website, including fonts, colours and layouts;
- (q) Ensure that the Website design is compatible with all major web browsers (limited to Chrome, Firefox, Edge and Safari), and responsive across devices and operating systems, including desktop, mobile and tablet (i.e., iOS and Android);
- (r) Incorporate and implement necessary features and functionalities as may be specified in the Statement of Works, such as contact forms, e-commerce capabilities and interactive elements, if relevant;
- (s) Ensure all agreed functionality is operational and free of errors;
- (t) Document the performance of the Website, product or service as appropriate;
- (u) Set up training, as relevant, to stakeholders as necessary; and
- (v) Offer a maximum of 30 days of free support and bug fixes following any final deployment of website development Services to meet the Project Overview, Project Plan and/or Specification (if relevant), and the parties agree that any changes or requests outside of this 30-day warranty period will incur additional fees, as may be specified in the Statement of Works.

5.32 For support and maintenance services, our Services may also include but are not limited to:

- (i) technical support i.e., bug fixes, issue resolutions, security and version updates, access to our technical support helpdesk;
- (ii) Website enhancements or development of new features i.e., where we plan sprints and create a backlog of suggested Website features; and
- (iii) strategic improvement planning i.e., pro-active monitoring of your Website performance as agreed between the parties using Google Analytics 4, MS Clarity, GTM and other tools as relevant and provide recommendations and an annual account review meeting.

5.33 Any technical support offered pursuant to clause 5.32(i), may require you to raise a ticket in Jira, which is a platform we use to manage any such requests. There are 6 stages to the process:

- (a) Initial request: Your request is submitted in Jira;
- (b) Critical issues: A Jira ticket must be logged to provide an accurate record of the request and to provide information effectively;
- (c) Work plan response: a full response to you, via Jira, identifies the scope and describes the estimated work plan for completing the maintenance task;
- (d) Implementation: the plan is executed and tested internally and published to the staging server before the status is updated and pursuant to clause 7, you will be notified when the Deliverables are ready for Acceptance Tests;
- (e) Sign-off: You have the opportunity to confirm that the request has been properly implemented; and
- (f) Deployment: Once approved, we will deploy changes to the live environment.

5.34 We may offer other Services as may be listed on our website at www.numiko.com from time to time and as agreed between the parties.

6. Your obligations

6.1 You agree to:

- (a) Check each Statement of Works prior to signing to ensure it correctly reflects your requirements and instructions to us;
- (b) Work together with us on each Project, as necessary and required;
- (c) Provide all the necessary documents, information, items, materials and access we need for the Project promptly, including, but not limited

to, briefing requirements, brand guidelines and assets, reports, terms and conditions and a privacy policy for the Website, previous strategy reports or plans, Project specific technical information style guides/colour schemes including existing design/iconography in agreed formats, logos, images/artwork (Jpeg, GIF or Adobe Photoshop format (PSD)), video and photography in agreed formats, content (Microsoft Word, ASCII text etc), Website back-end administrative access, product information and documents, content (if we are engaging any third party content writing companies on your behalf), strategy documents, Website wireframes, metadata and keywords for search engine optimisation, feedback and approvals, legal reviews and compliance, only data that is compliant with the current Data Protection Act 2018 as amended and/or other materials and access as described in the Statement of Works prior to the commencement of the Project or as agreed between the parties in writing from time to time (**'Client Materials'**);

- (d) Making sure that the Client Materials are accurate and complete to the best of your knowledge, as specified in the Statement of Works or as reasonably requested by us from time to time and provided to us promptly or upon request;
- (e) Making sure you have all the licences and permissions required by law to allow us to do the work, including using any Client Materials or Client Materials sourced by us on your behalf;
- (f) Keep all passwords and logins safe at all times;
- (g) Comply with any Additional Obligations as set out in this Agreement and any relevant Statement of Works;
- (h) Us communicating directly with Third Parties connected with your Project in order to provide the Services and charging you for any such support;
- (i) Communicate with any Third Parties, that are not connected with the provision of Services under the terms of this Agreement;
- (j) Allow us to make any changes to your Website, as may be identified in the Statement of Works;
- (k) In accordance with clause 11, inform us as soon as practicable of any changes you wish to make to the relevant Statement of Works for the Project;
- (l) Accept that we may provide Deliverables to you in phases, as agreed between the parties from time to time or in the Statement of Works;
- (m) Provide timely responses, feedback and acceptance of any content or copy or the Deliverables, confirm legal and factual compliance of the Deliverables and promptly communicate any concerns or issues with the Deliverables as soon as practicable or as indicated in the relevant

Statement of Works, or as communicated between the parties from time to time, to allow us to make reasonable efforts to resolve such issues to your reasonable satisfaction or make progress on your Project as necessary;

- (n) Pay all invoices in accordance with the Payment Terms included in any relevant Statement of Works or agreed between the parties in writing from time to time, regardless of any delays caused by you;
- (o) Provide any login details and access details, as necessary and requested;
- (p) Renew all subscriptions to Third Party technology or services in a timely manner upon request; and
- (q) Us adding the following or similar statement(s) with a link to our website (<https://numiko.com/>) to your Website:

'Website by Numiko'.

- 6.2 You agree that as work on a relevant Project progresses, tasks identified in the relevant Statement of Works for the Project or as otherwise agreed between the parties may no longer be necessary or will need to be changed and you agree to any such adjustments to the work and/or tasks to ensure the Project agreed under a relevant Statement of Works aligns with the Project Overview.

7. Acceptance Tests

- 7.1 The parties may be required to conduct acceptance tests (**'Acceptance Tests'**) to verify that the Deliverables meet the agreed standards, as may be outlined in the relevant Statement of Works.
- 7.2 Pursuant to clause 6.1(l), you accept that the Deliverables may be provided to you in phases.
- 7.3 We will collect your feedback in relation to any Deliverables and will include Acceptance Tests processes in the Project Plan (if relevant) but you accept that any late feedback from you may be treated as a change request, with a potential impact on Project timings, turnarounds and costs.
- 7.4 If you fail to meet any timelines set out for Acceptance Tests or fail to inform us of any improvements before the end of any warranty period as may be specified in the relevant Statement of Works for the Project, subject to clause 7.10, you shall pay for any additional support you require to rectify the Deliverables.
- 7.5 Pursuant to clause 5.33, we use Jira to register, track, and resolve any identified issues.

- 7.6 You shall accept and approve Deliverables in writing, for example by email, through any designated platform or tool as may be communicated to you from time to time or orally and you should ensure that your Project Manager has authority to approve and accept Deliverables on behalf of you.
- 7.7 You are responsible for final approval of any copy or content included in the Deliverables and for ensuring its factual accuracy and legal compliance.
- 7.8 Pursuant to clauses 5.17, 5.26 to 5.28 and 9.2, you agree that we shall not be liable for any failure to pass the Acceptance Tests resulting from any act or omission by you, or one of your sub-contractors or agents and the Deliverables will be deemed to have passed the Acceptance Tests notwithstanding any such failure.
- 7.9 Pursuant to clause 7.8, we shall provide reasonable assistance, as requested by you, in remedying any such failure to pass the Acceptance Tests and you acknowledge that you may be liable to us for additional Fees incurred as a result. You shall keep us informed throughout the Acceptance Tests and agree, subject to clause 7.8, that acceptance of the Deliverables shall occur when the Deliverables have passed the Acceptance Tests.
- 7.10 You agree that acceptance of the Deliverables shall be deemed to have taken place automatically upon the occurrence of any of the following events:
- (a) You use any part of the Deliverables for any revenue-earning purposes or to provide any services to any Third Parties other than for test purposes; or
 - (b) Your failure to comply with any Acceptance Tests as may be detailed in the relevant Project's Statement of Works or agreed between the parties from time to time.

8. Warranties

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work.
- 8.2 You warrant, represent and undertake that:
- (a) Any Client Materials provided to us are owned by you;
 - (b) You have the necessary consents or permissions to use the Client Materials in accordance with this Agreement, any Statement of Work or as agreed between the parties in writing, from the applicable owner(s); and
 - (c) The content and Client Materials used to create the Deliverables will not contain any material that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, related to terrorism, or connected to

child sexual abuse or exploitation (**'Unsuitable Content'**) and the Client Materials shall be accurate and complete at all times.

8.3 We warrant, represent and undertake that:

- (a) we shall perform the Services with all reasonable skill and care;
- (b) in providing the Services and Deliverables we will not use any techniques or commit any act or do anything that breaches any applicable laws, regulation or search engine rules, if applicable;
- (c) we may use employees, agencies and/or sub-contractors (as relevant) to provide the Services who are suitably skilled, trained and experienced, subject to your prior approval;
- (d) the Deliverables will be free from all known viruses and malware at the time of delivery;
- (e) If relevant for the provision of Services, the Website will perform in accordance with any Specifications (if provided) for a period of 30 days from completion of Acceptance Tests or as may be detailed in the relevant Project's Statement of Works and if it does not perform so, pursuant to clause 5.16, we shall, for no additional charge, carry out work necessary in order to ensure that the Deliverables comply with the Specifications; and
- (f) we will ensure that the manner in which the Services are performed or provided does not adversely affect your name, reputation or business.

8.4 This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

9. Indemnity

9.1 We shall indemnify and hold you harmless against all damages, losses, liabilities, costs, and expenses arising out of or in connection with any action, claim, or proceeding brought against you to the extent that such action, claim, or proceeding arises from a breach of the warranties set out in clause 8.3, provided that the total indemnification shall not exceed the Fees paid by you in connection with the relevant Statement of Works for the Project or the Fee for the Project as agreed between the parties in writing.

9.2 Subject to clause 12.6 of this Agreement, you shall indemnify and hold us harmless against all damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with any action, claim or proceeding brought against us to the extent that such action, claim, or proceeding is based on:

- (a) Any breaches of the Agreement and warranties provided by you in clause 8.2;
- (b) errors or omissions in our advice or Deliverables arising from any shortcomings, errors or omissions relating to our use of the Client Materials;
- (c) Deliverables that were reviewed and approved by you in advance prior to their use or being published, except where we failed to follow agreed Specifications (if provided);
- (d) Changes requested by you after acceptance of any Project Plan and/or Specification (if relevant and included in the Statement of Works for the Project) or following completion of any Acceptance Tests or any warranty period as may be agreed between the parties;
- (e) Third Party software, services, links or integrations beyond our reasonable control; or
- (f) Misuse, modification or unauthorised interference with the Deliverables by you or any Third Party,

provided that the total indemnification shall not exceed the Fees paid by you in connection with the relevant Statement of Works for the Project or the Fee for the Project as agreed between the parties in writing.

10. Non-solicitation and employment

- 10.1 You are not permitted, unless we give you written permission, to try and solicit or entice away from us or employ or contract any of our employees during the Term of this Agreement and for 12 months after it is terminated.

11. Change in Services

- 11.1 Subject to clause 11.2, if either party wants to make changes to the Project and/or Statement of Works, they can suggest those changes in writing to the other party's Project Manager, as specified in the Statement of Works. These changes will require both parties to agree any changes in writing. This will detail:
- (a) what the changes are;
 - (b) how the changes will affect the Project Fees;
 - (c) any adjustments to the Project's timeline; and
 - (d) any other relevant changes to the original Statement of Works.
- 11.2 If a new Statement of Works is required for the relevant Project, we'll give you a draft of the new Statement of Works for your review, before we work to finalise it and send it to you for signing.

11.3 If both parties;

- (a) agree to a new Statement of Works, they will sign it, and it will change the original Statement of Works; or
- (b) can't agree on a new Statement of Works or do not agree the changes in writing, the parties agree to follow the dispute resolution process, as outlined in clause 15.

12. Intellectual Property Rights

12.1 In this Agreement, any references to Intellectual property rights (**'Intellectual Property Rights'**) means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, utility models, domain names and all similar rights and, in each case:

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

12.2 In relation to the Deliverables:

- (a) We and our licensors will retain ownership of all Intellectual Property Rights and all pre-existing Intellectual Property Rights (**'Pre-existing Intellectual Property Rights'**) which existed, were created, developed or acquired by us prior to the Effective Date, in relation to all Services and Deliverables created pursuant to this Agreement, excluding any Client Materials and rights in open-source code (**'Open-source Code'**) that is made available for use under a licence;
- (b) Upon receipt of all owed Fees in full, we grant you ownership of all Intellectual Property Rights in the Deliverables created pursuant to this Agreement, except for any Pre-existing Intellectual Property Rights and rights relating to any Open-source Code that are incorporated into the Deliverables;
- (c) To the extent that such Deliverables incorporate any Pre-existing Intellectual Property Rights and Open-source Code, we grant to you, upon payment of our Fees for the Deliverables, a worldwide, non-exclusive, royalty-free and perpetual licence to use or display the Services created pursuant to this Agreement; and
- (d) In the event that we do not hold ownership of the Intellectual Property Rights in any portion of the Deliverables or have a licence to sub-licence any such rights, we shall notify you accordingly in advance. It shall be at your discretion to decide whether to use such Intellectual

Property, with the understanding that any such use shall be at your own risk.

12.3 In relation to the Client Materials, you:

- (a) and your licensors will keep the Intellectual Property Rights to all Clients Materials; and
- (b) grant to us a fully paid up, perpetual, non-exclusive, royalty-free, non-transferable licence to use, copy, display, distribute, reproduce and modify the Client Materials, as required for the delivery of a relevant Project.

12.4 Subject to clauses 12.2(d) 12.5 and [16.3], we:

- (a) We shall indemnify you against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses suffered or incurred or paid by you arising out of or in connection with any claim brought against you for actual or alleged infringement of a Third Party's intellectual property rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or onward supply of the Deliverables, provided that the total indemnification shall not exceed the greater of the Fees paid by you in connection with the relevant Statement of Works or as agreed between the parties in writing for the Project in the 12 months preceding the date the claim first arose or the level of insurance cover maintained by us;

12.5 You can't make a claim under clause 12.4(a), if the infringement occurs due to:

- (a) The use of Client Materials in the Deliverables;
- (b) Modifications to any Deliverables, unless made by us or on our behalf;
- (c) Compliance with your requests or instructions, where it was impossible to avoid infringement while doing so. We'll let you know if we think that following your instructions might lead to infringement;
- (d) your improper use of the Deliverables, any other part of the Deliverable or any other work in process shared with you; or
- (e) the use of Artificial Intelligence in the Deliverables, provided that such use was approved by you prior to the commencement of or at any time during the relevant Project.

12.6 You:

- (a) Warrant that our use of the Client Materials shall not infringe the rights, including Intellectual Property Rights, of any Third Party;

- (b) Shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by us arising out of or in connection with any claim brought against us, our agents, subcontractors or consultants for actual or alleged infringement of a Third Party's Intellectual Property Rights, to the extent that the infringement or alleged infringement arises out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials, which may or may not be incorporated into the final Deliverable.

12.7 All provisions relating to Intellectual Property Rights, including but not limited to ownership, licensing, and indemnification, shall survive the termination or expiration of this Agreement.

13. Data Protection

13.1 Under the Data Protection Act 2018, you agree to let us, our employees and any agencies and/or sub-contractors we work with use any personal or sensitive information that might be needed to provide the Services. This means that we, our employees, agencies and sub-contractors can process, disclose and transfer this information as the processors (**'Processor(s)'**) of such information, both within and outside the UK or the European Economic Area, as needed to fulfil our obligations under this Agreement to provide our Services.

13.2 As the Processors, we and our Partners (as relevant) shall:

- (a) comply with all applicable data protection laws and regulations, including UK GDPR;
- (b) only act on your documented instructions, unless required by law to act without such instructions;
- (c) ensure that all employees, agencies and/or sub-contractors processing the information are subject to the same duty of confidentiality as we are;
- (d) assist you in responding to requests from individuals exercising their data protection rights if they arise in relation to our Services;
- (e) assist you in meeting your UK GDPR obligations regarding the security of processing such data acquired by us pursuant to this Agreement and assist you, at your own cost, with any related breaches and Data Protection Impact Assessments (DPIA's), if necessary;
- (f) conduct regular testing to ensure the availability and access to personal information in the event of a physical or technical incident

and shall conduct regular compliance checks to ensure adherence to contractual agreements;

- (g) notify you without undue delay on becoming aware of a personal data breach;
- (h) maintain clear and accurate records of all processing activities to demonstrate compliance with this clause 13; and
- (i) cooperate with any reasonable requests from you, at your own cost, to conduct an auditor inspection relating to our data processing activities in connection with this Agreement.

13.3 Where necessary, we shall adopt technical and organisational security measures including encryption, pseudonymisation and backing up of personal information in order to reinstate the data within our systems and protect the personal information from unauthorised or unlawful processing, accidental loss, damage or destruction, such measures shall be proportionate and reasonable to the potential harm resulting from any such breach.

13.4 We shall not retain personal information for longer than is necessary and upon termination, as the Processors, we shall either delete or return all personal information to you, as per your instructions, unless we are required by law to retain it.

13.5 We shall not sub-contract any of our obligations with respect to the processing of personal information under this Agreement, without your prior written consent.

13.6 You shall ensure that you have all necessary appropriate consents and notices in place to enable the lawful use and transfer of any personal or sensitive information for the duration and purposes of this Agreement.

14. Confidential Information

14.1 For the purposes of this clause, “**Confidential Information**” means all information relating to all or any part of the business, property, assets, activities, financial affairs, management, administration or clients of that party and which is treated by that party as being confidential including any information in relation to which that party owes a duty of confidentiality to a Third Party, and any information that would be regarded as confidential by a reasonable business person but not including any information that:

- (a) is or becomes generally available to the public other than as a result of its disclosure by the recipient of the Confidential Information or its representatives (**‘Recipient’**) in breach of this Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates;

- (b) was available to the Recipient on a non-confidential basis prior to disclosure by the party disclosing the Confidential Information (**'Discloser'**);
 - (c) was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser;
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the Recipient independently of the information disclosed by the Discloser.
- 14.2 During this Agreement, we'll use reasonable endeavours to make sure that we don't reveal or share any Confidential Information with any Third Parties. Specifically, we won't use this Confidential Information for any commercial purpose or to create new products or services.
- 14.3 If either party finds out that Confidential Information has been shared with any Third Parties, they should let the other party know as soon as practicable.
- 14.4 The Recipient shall keep the Confidential Information confidential, unless it has written consent from the Discloser or if it is expressly permitted by law. They shall not use it in any way without permission, won't share it with others unless the Agreement allows it, won't try to reverse engineer, recreate, decompile, disassemble, or otherwise attempt to make copies unless it's necessary for the provision of Services and they agree that any copies belong to the Discloser.
- 14.5 If it is necessary for the work we're doing together, either party can share Confidential Information with its representatives, sub-contractors and employees who need to know it. Both parties must ensure that its representatives, sub-contractors or employees with whom the Confidential Information is shared comply with this clause.
- 14.6 The whole of this clause 14 will continue to apply for two years after this Agreement has been terminated.
- 14.7 Upon termination of this Agreement, each party shall, at the direction of the Discloser, either return or destroy all Confidential Information received from the other party, and shall certify in writing that it has done so.

15. Dispute Resolution

- 15.1 Any dispute arising between the parties related to this Agreement will be resolved according to the terms outlined in this clause 15.3.
- 15.2 Either party can initiate the dispute resolution process by serving a notice in writing to the other party explaining that a dispute has arisen and providing all necessary information.

15.3 The parties shall work together to reach a negotiated resolution through the following procedures:

- (a) within 10 Business Days ('**Business Day(s)**' which is a day other than a Saturday, Sunday or Public holiday in England, when banks in London are open for business) of receiving the notice, the parties shall meet to discuss the dispute and attempt to resolve it;
- (b) if the dispute has not been resolved in accordance with clause 15.3 (a), the matter shall be referred to the Chief Executive Officer or Managing Director (or equivalent) of either party who shall meet within 10 Business Days of the date of such referral to discuss the dispute and will work together to attempt to resolve it.
- (c) The specific format for the resolution of the dispute under 15.3 shall be left to the reasonable discretion of the parties.
- (d) If the dispute has not been resolved within 14 Business Days of the first meeting of the Chief Executive Officer or Managing Director (or equivalent), then the matter may be referred to mediation, as directed by us, in the country of the Company or in England and Wales.

16. Limitation of liability

16.1 Subject to clauses 5.26 to 5.28, 9, 12.6(b), 16.3 and 16.4, each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the Fees paid for the relevant Project in the preceding 12 months prior to the date the claim first arose, as detailed in the relevant Statement of Works or as agreed between the parties in writing.

16.2 Neither party shall have any liability to the other party, whether for breach of contract, in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for (whether direct or indirect):

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of anticipated savings;
- (d) loss, destruction or corruption of data;
- (e) loss of use;
- (f) loss of contract, business or opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated);
- (h) harm to reputation or loss of goodwill;

- (i) indirect or consequential losses of any kind whatsoever and however caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen; or
- (j) actually contemplated, by that party at the time of entering into this Agreement.

16.3 We shall not be liable for any Deliverables where:

- (a) You were informed and aware that Artificial Intelligence would be used prior to or during the creation of such Deliverables; and
- (b) The use of Artificial Intelligence was expressly approved by you in writing or under any relevant Statement of Works.

16.4 The limitations and exclusions of the liability under this clause 16 shall not limit the liability for payment of the Fees.

16.5 Each party agrees that the other party's express obligations and warranties in this Agreement are (to the fullest extent permitted by law) in lieu of and to the exclusion of any other warranty, condition, term or undertaking of any kind (including those implied by law), statutory or otherwise, relating to anything to be done under or in connection with this Agreement and any Services agreed.

16.6 Nothing in this Agreement limits or excludes the liability of a party, its employees', or its agents' negligence:

- (a) to the extent that it cannot be legally limited or excluded by law;
- (b) for death or personal injury resulting from its negligence; or
- (c) fraud or fraudulent misrepresentation

17. Termination

17.1 In the event that either party provides notice to terminate this Agreement, any ongoing Projects that are governed by a Statement of Work or agreed in writing between the parties shall continue to be governed by the terms of this Agreement until the completion or termination of the respective Statement of Works or the Project. The Agreement shall be considered terminated upon completion or termination of the last Statement of Works or Project.

17.2 Either party can decide to terminate this Agreement by giving the other party 5 calendar days' written notice if:

- (a) The other party breaches the Agreement and fails to rectify that breach within 10 Business Days after receiving a notice telling them about the problem;
- (b) The other party is in material breach of this Agreement which is incapable of remedy. It's important to note that missing some

performance targets, goals or completion dates set by either party won't count as a material breach; or

- (c) The other party faces financial troubles, goes into administration, liquidation, insolvency or if any order is made for their dissolution or winding up.

17.3 We can also terminate this Agreement immediately with written notice if:

- (a) You fail to pay your Fees and invoices on time, and you fail to pay within 10 Business Days of receiving a written demand from us;
- (b) There are material changes to the Services and/or the Project Overview we agreed to provide and you do not agree to some or any such changes;
- (c) The Project Overview changes and you do not agree to some or any such changes; or
- (d) You require changes to agreed employees that we do not agree to.

17.4 Termination under this clause 17 shall not relieve you of your obligations to pay for any Deliverables, completed or partially completed work, Fees or Expenses (if relevant) incurred up the date of termination.

17.5 Upon termination and once all our outstanding invoices have been paid by you, we will return all Client Materials to you.

GENERAL

18. Force Majeure

18.1 Neither you nor we will be held liable if we can't do what we promised in this Agreement because of a natural disaster, accident, fire, cyber attack, strike, pandemic, riot, failure of equipment or technical facilities or other events that the parties have no control over. These events are called '**Force Majeure**' events.

18.2 In the event that a Force Majeure event goes on for 60 days consecutively or a total of 60 days in a year, the parties will consult and agree on an extension of time for delivery of the Project and reserve the right to terminate the Agreement in accordance with the terms of this Agreement.

19. Assignments and other dealings

19.1 You can't assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or do anything else with your rights and duties in this Agreement to anyone else.

- 19.2 We can choose to, at any time, assign, mortgage, charge, delegate, declare a trust over or deal in any manner with any or all of our rights under this Agreement.

20. Announcements

- 20.1 All media releases, public announcements and public disclosures by either party relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the other party and approved jointly by the parties prior to release.

21. Variation

- 21.1 Unless both parties agree in writing and sign (or have authorised representatives sign it on their behalf), any changes to this Agreement won't be valid. This applies except for changes relating to the Services and the procedure for making those changes, as explained in clauses 11 and 2.5 of the Terms and Conditions in this Agreement.

22. Waiver

- 22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.2 If one of the parties fails to exercise any right or remedy in this Agreement or by law, it shall not mean that they or the other party is giving up their right or remedy and they can still exercise that right or remedy when they need to. If either party only uses part of a right or remedy under this Agreement or by law, it does not prevent that party from fully exercising that right or remedy in the future.

23. Rights and remedies

- 23.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

- 24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 24.2 If any provision or part-provision of this Agreement is deemed deleted under clause 24.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Entire Agreement

- 25.1 This Agreement constitutes the entire agreement between the parties and replaces and invalidates all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26. Conflict

- 26.1 If there is any inconsistency between any of the provisions of this Agreement and any Statement of Works or Project agreed in writing, the provisions of the Statement of Works shall prevail.

27. No partnership or agency

- 27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party to be the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.

28. Third party rights

- 28.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29. Notices

- 29.1 Any notices served in accordance with this Agreement must be in writing and sent by email to the addresses set out in the Key Terms of this Agreement or such other addresses for service that are notified by a party to the other as required.
- 29.2 Notices are deemed received if sent by email upon receipt of a delivery receipt.

30. Governing Law

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

31. Jurisdiction

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

I have read and accept this Agreement and agree to be bound by it.

Signed by [NAME OF
DIRECTOR] for and on
behalf of Numiko Limited

.....

Director

Date:

.....

Signed by [NAME OF
DIRECTOR] for and on
behalf of [NAME OF
CLIENT]

.....

Director

Date:

.....

Schedule 1 Statement of Works

Project Name:	[INSERT PROJECT NAME]
Project Overview:	[INSERT PROJECT SCOPE/OVERVIEW, SUMMARY, VISION AND DETAILS RELATING TO WARRANTY (AS RELEVANT)]
Our Project Manager:	[INSERT NAME]
Your Project Manager:	[INSERT NAME]
Governance and communications (if relevant):	[INSERT DETAILS OF GOVERNANCE AND COMMUNICATIONS i.e., The outline governance and communications structure for this project is as follows: [Summarise arrangements for: Weekly call, weekly reporting, Basecamp details, client Slack channel, client project boards / steering groups, review and approvals process + governance]
Escalation process:	[INSERT DETAILS]
Services:	[INSERT SERVICES AS APPROPRIATE I.E., SUPPORT SERVICES OR DESIGN AND DEV ETC, INCLUDE DETAILS OF PROJECT PHASES]
Project Term:	[Fixed Term: From Start Date: [INSERT DATE] until End Date: [INSERT DATE], [when it shall terminate automatically unless terminated earlier in accordance with the Agreement or if the parties agree to renew or extend this Statement of Works in writing].

	Retainer Services: Start Date: [INSERT DATE], until either party terminates this Statement of Work by sending a written notice to the other party at least [30 days' before the party giving the notice wants the Statement of Work to end OR 30 days prior to the start of the next quarter.]
Deliverables:	[INSERT DETAILS, INCLUDING NUMBER OF HOURS ALLOCATED TO THE PROJECT, IF RELEVANT]
Project Plan including Specification, Acceptance Tests, sign-off and reporting (if relevant):	[INSERT DETAILS AND LINK TO PROJECT PLAN i.e., for digital services (design and build) or all other services except support services which are dealt with via a ticketing system.] [INSERT DETAILS OF FUNCTIONAL AND TECHNICAL SPECIFICATIONS I.E., The functional and technical specification will be provided during a design and specification phase of the Project.] [ADD DETAILS OF ACCEPTANCE TESTS HERE]
Warranty Period and scope (if relevant):	[INSERT DETAILS]
Audience (if relevant):	[INSERT DETAILS]
Key functionality (if relevant):	[INSERT DETAILS]
Integrations (if relevant):	[INSERT DETAILS]
Maintenance (if relevant):	[INSERT DETAILS]
Support (if relevant):	[INSERT DETAILS I.E., INSERT DETAILS OF WHAT INFORMATION IS REQUIRED WHEN RAISING A JIRA TICKET]
Features (if relevant):	[INSERT DETAILS]

Hosting (if relevant):	[INSERT DETAILS]
Application and hardware monitoring (if relevant):	[INSERT DETAILS]
Back-up management (if relevant):	[INSERT DETAILS]
Delivery Dates:	[INSERT DETAILS]
Fees (including details of budget and Deposit, if relevant):	Fees will be charged on a [Fixed Fee OR Time and Materials OR Retainer] basis for the Project. £[INSERT] + VAT per [month/quarter] Deposit: [An Upfront payment of £[INSERT AMOUNT]] Fees will be charged on a Time and Materials basis based on the rate card below: [INSERT DETAILS OF THE RATE CARD] [A charity discount of 5% was applied to your Fee]
Expenses (if relevant):	[INSERT DETAILS]
‘Payment Terms’:	[Fees are payable on a monthly basis within 30 days from the date of invoice] OR [FOR SUPPORT SERVICES:] Fees are payable on a quarterly basis within 30 days from the date of invoice.

	OR [FOR DIGITAL SERVICES AND ALL OTHER SERVICES AS PER NUMIKO'S WEBSITE]: [Fees are payable as follows: • £[X] due upon [INSERT DETAILS] • £[X] due upon [INSERT DETAILS]] [Deposit: [Upfront payment of the Deposit shall be due prior to the Start Date OR within [7] days of receiving our invoice].]
Invoice Schedule:	[INSERT INVOICE SCHEDULE]
Third Party Licence Fees (if relevant):	[INSERT DETAILS]
Your Additional Obligations:	[INSERT DETAILS]
Our Additional Obligations (if relevant):	[INSERT DETAILS]
Service Levels, support requests and process (if relevant):	[INSERT DETAILS]
Website URL:	[INSERT DETAILS]
Client Materials (i.e., brand guidelines, back-end access to Website, artwork):	[INSERT DETAILS]
Dependencies:	[INSERT DETAILS]
Out of scope:	[INSERT DETAILS]

Caveats:

[INSERT DETAILS]

Signed by **[NAME OF
AUTHORISED
REPRESENTATIVE]** for
and on behalf of NUMIKO
LIMITED

.....

Date:

Signed by **[NAME OF
AUTHORISED
REPRESENTATIVE]** for
and on behalf of **[NAME
OF CLIENT]**

.....

.....

Director

Date:

.....