

MASTER SERVICES AGREEMENT FOR THE PROVISION OF CONSULTANCY SERVICES

THIS MASTER SERVICES AGREEMENT is made the _____ day of _____ [year]
BETWEEN

- (a) **Strategy IT Limited**, a company incorporated and registered in England and Wales with company number 07811920 whose registered office is at 67 Wallin Road, Adderbury, Oxfordshire, OX17 3FA (**Strategy IT**).
- (b) **[FULL COMPANY NAME]**, a company incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**).
- (c) Strategy IT and Client may be referred to individually as **party** and collectively as **parties**.

NOW IT IS HEREBY AGREED THAT

- (1) Strategy IT is in the business of providing digital and technology consultancy services.
- (2) This Master Services Agreement (**MSA**) sets out the basis on which Client or any of its affiliates may request services from Strategy IT, and Strategy IT agrees to provide such services.
- (3) Strategy IT and Client or one of its affiliates will enter into a separate Statement of Work (**SOW**) in relation to the specifics of each request for services accepted by Strategy IT, in accordance with this MSA;
- (4) Each SOW will incorporate the MSA Terms and Conditions; and
- (5) Each party's rights and obligations are set out in this MSA - including the Schedules - and the relevant SOW (both of which shall form a part of the agreement between the parties).

IN WITNESS WHEREOF, this MSA was executed the day and year first above written.

SIGNED BY

SIGNED BY

for and on behalf of
STRATEGY IT LIMITED

for and on behalf of
[FULL COMPANY NAME]

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1 - MSA TERMS AND CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply to this MSA and to any SOW entered into hereunder.

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Charges: the charges set out in each SOW, calculated by reference to the Rate-Card - or as otherwise specified in the SOW - and payable by Client or a Client Affiliate for the provision of the Services by Strategy IT;

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly;

Client Affiliate: an Affiliate of Client;

Client Background IPRs: all Intellectual Property Rights in the Client Materials;

Client Materials: all materials, equipment and tools, drawings, specifications and data supplied by Client to Strategy IT;

Data Protection Legislation: (i) the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then; (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.

Deliverables: all documents, products and materials developed by Strategy IT or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

Foreground IPRs: all Intellectual Property Rights in the Deliverables, other than Strategy IT Background IPRs;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use - and protect the confidentiality of - confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Strategy IT Background IPRs: all Intellectual Property Rights that are owned by - or licensed to - Strategy IT and which are or have been developed independently of this SOW, in each case either subsisting in the Deliverables or otherwise necessary or desirable to enable Client to receive and use the Services;

MSA Commencement Date: [INSERT DATE];

MSA Term: three years from the MSA Commencement Date until the day before the third anniversary of the MSA Commencement Date;

Services: the services, including without limitation any Deliverables, to be provided by Strategy IT pursuant to a SOW; and

SOW: an agreement - Statement of Work - for the provision of particular Services by Strategy IT to Client or Client Affiliate agreed in accordance with clause 2 (SOW Process).

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

2. SOW PROCESS

- 2.1 This MSA governs the overall relationship of the parties in relation to the Services provided by Strategy IT to Client and Client Affiliates, and sets out:
- (a) in this clause 2 (SOW Process), the procedure for Client and Client Affiliates to request the provision of Services from Strategy IT under separate SOWs; and
 - (b) in the relevant SOW, all the call-off terms to be entered into by Strategy IT and Client or Client Affiliate.
- 2.2 Client and Client Affiliates shall be entitled from time to time to request in writing the provision of any or all of the Services from Strategy IT.
- 2.3 Within twenty (20) Business Days of receipt of a written or emailed request from Client or any Client Affiliate, Strategy IT shall:
- (a) either notify Client or Client Affiliate that it is not able to provide the requested Services; or
 - (b) submit a draft SOW to Client or Client Affiliate (as applicable) for its written approval.
- 2.4 Any estimate given by Strategy IT of any charge or fees, whether for planning or any other purpose, is given in good faith but will not be binding or constitute a fixed estimate unless and until included in an SOW that has been signed by the authorised representatives of both parties to it.
- 2.5 A SOW shall not enter into force, be legally binding or have any other effect unless:
- (a) the SOW has been signed by the authorised representatives of both parties to it; and
 - (b) as at the date the SOW is signed, this MSA has not been terminated.
- 2.6 Each SOW:
- (a) shall be entered into by Client or a Client Affiliate and Strategy IT; and
 - (b) forms a separate contract between its signatories.
- 2.7 Any amendments to this MSA agreed by Client and Strategy IT in accordance with clause 12 (Confidentiality) shall be deemed to apply to all future SOWs entered into after the date of such amendment.

3. CONFLICT

If there is an inconsistency between any of the provision of this MSA and the provisions of any SOW, the provisions of the SOW shall prevail.

4. COMMENCEMENT AND DURATION

This MSA shall commence on the MSA Commencement Date and shall continue for the MSA Term, unless terminated earlier in accordance with its provisions.

5. PERFORMANCE

- 5.1 In supplying the Services, Strategy IT shall:
- (a) perform the Services with a level of care, skill and diligence that accords with good practice in Strategy IT's industry, profession or trade;
 - (b) co-operate with Client in all matters relating to the Services, and comply with all reasonable instructions of Client;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Strategy IT's obligations are fulfilled; and
 - (d) work with Client to ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the SOW.
- 5.2 Client will:
- (a) undertake Client responsibilities set out in the SOW;
 - (b) ensure the accuracy of the Assumptions set out in the SOW;

- (c) perform its obligations under this MSA (and the related SOWs);
 - (d) provide Strategy IT and its personnel with full and prompt access at all reasonable times to the premises, directors and staff of Client and its affiliates associated with each SOW and to the other advisers to Client;
 - (e) provide Strategy IT with full access to data and information as Strategy IT shall reasonably request;
 - (f) provide timely decisions and obtain required management approvals; and
 - (g) keep Strategy IT promptly informed of any material developments or proposals in relation to the business or operations of Client and its affiliates where these may have an effect upon the MSA, an SOW and/or the Services to enable Strategy IT to perform its obligations under this MSA (and the related SOWs).
- 5.3 Client agrees that Strategy IT will be entitled to rely on all Client's decisions and approvals given in connection with the Services. Further, Client understands that Strategy IT is relying on the information provided by or on behalf of Client and Client represents that such information is or will be true, accurate and complete. Strategy IT will not be liable for any loss, damage or expense arising from Client's failure or delay in supplying or Strategy IT's reliance on any information or materials supplied by or on behalf of Client or any inaccuracy or other deficiency in such information or materials.
- 5.4 All surveys, forecasts, projections and recommendations made in any report, presentation, letter or other materials provided by Strategy IT in connection with the Services, including the Deliverables, are made by Strategy IT in good faith and on the basis of the information supplied to Strategy IT at the time. However, Strategy IT does not guarantee and Strategy IT takes no responsibility for their achievement or continuing applicability, because the actual outcome will depend on future events and circumstances and matters over which Strategy IT has no control, including the actions of Client's management and staff. It will be the responsibility of Client's management to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Deliverables. Whilst Strategy IT may assist in the implementation of recommendations, ultimately this is the sole responsibility of the management of Client.
- 5.5 Client and Strategy IT will each be responsible for ensuring that their respective staff involved with an SOW have the appropriate skills and experience. If any of Strategy IT's or Client's staff fail to perform as required, additional or replacement staff will be provided as the other party may reasonably request.
- 5.6 Where Strategy IT's personnel work on premises other than Strategy IT's premises Client will ensure that such personnel are provided without charge with a suitable office environment and other facilities as may reasonably be required for the purposes of providing the Services;
- 5.7 Where Client is using third parties to provide information, materials or support to the engagement, or is employing other suppliers whose work may affect Strategy IT's ability to perform the Services, Client will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work.

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services may be calculated on a **Time and Materials** basis or charged on a **Fixed Price** fee. The SOW will state the applicable fee rates for Time and Materials charging or the applicable Fixed Price. Where the SOW does not expressly state which charging basis applies, Time and Materials charging will apply.
- 6.2 Unless otherwise specified in the relevant SOW, Strategy IT shall invoice the Charges to Client monthly in arrears.
- 6.3 Client shall pay each invoice which is submitted to it by Strategy IT, within thirty (30) days of receipt, to a bank account nominated in writing by Strategy IT.
- 6.4 Unless otherwise agreed in the relevant SOW, Client shall reimburse to Strategy IT, in addition to the Charges, the cost of accommodation, subsistence, travelling and any other ancillary expenses reasonably and properly incurred by Strategy IT's employees, subcontractors and agents in the provision of the Services. Any such reimbursement shall be subject to Strategy IT obtaining the approval of Client before incurring any such

expense (either in the relevant SOW or on a case-by-case basis). In addition, Client agrees to pay expenses incurred on goods and services purchased on Client's behalf, which will be billed at cost. Strategy IT shall submit its invoices for expenses to Client monthly in arrears. Any special expense arrangements will be agreed and set out in the SOW.

- 6.5 All amounts payable by Client are exclusive of amounts in respect of value added tax (**VAT**) chargeable for the time being. Where any taxable supply for VAT purposes is made under the relevant SOW by Strategy IT to Client, Client shall, on receipt of a valid VAT invoice from Strategy IT, pay to Strategy IT such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 If Client fails to make any payment due to Strategy IT under the relevant SOW by the due date for payment, then, without limiting Strategy IT's remedies under clause 6.9 below, Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Client shall pay the interest together with the overdue amount.
- 6.7 Strategy IT shall maintain complete and accurate records of the Services provided under each SOW.
- 6.8 All amounts due under each SOW 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).
- 6.9 Strategy IT shall give Client not less than one (1) month's notice of any increase in the Charges.

7. INTELLECTUAL PROPERTY

- 7.1 Strategy IT and its licensors shall retain ownership of all Strategy IT Background IPRs and Foreground IPRs. Client and its licensors shall retain ownership of all Client Background IPRs.
- 7.2 Strategy IT grants Client and Client Affiliates, or shall procure the direct grant to Client and Client Affiliates of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify Strategy IT Background IPRs and Foreground IPRs for the purpose - only - of receiving and using the Services and the Deliverables, and the benefit thereof.
- 7.3 Client and Client Affiliates shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2 above.
- 7.4 Neither this MSA, nor any SOW, will prevent or restrict Strategy IT from providing services to other clients which are the same or similar to the Services or from using for any purpose Strategy IT considers appropriate any techniques, ideas, concepts or know how gained or arising from the performance of the Services, subject to the obligations of confidentiality set out in clause 12 (Confidentiality).
- 7.5 Client grants Strategy IT a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify Client Background IPRs for the term of the SOW for the purpose of providing the Services to Client in accordance with this SOW.
- 7.6 Strategy IT shall, promptly at Client's request, do (or procure the doing of) all such further acts and things and execute (or procure the execution of) all such other documents as Client may from time to time require for the purpose of securing for Client the full benefit of this SOW.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this MSA shall limit or exclude Strategy IT's or Client's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 6.1:
 - (a) neither party to this MSA - or to an SOW relating thereto - shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this MSA or an SOW relating thereto;

- (b) Strategy IT's total liability to Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this MSA or an SOW relating thereto shall be limited to an amount equal to the amount of Charges paid by Client - and received by Strategy IT - in the first twelve (12) months of the MSA Term; and
- (c) Client's total liability to Strategy IT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this MSA or an SOW relating thereto shall be limited to an amount equal to the amount of Charges paid by Client - and received by Strategy IT - in the first twelve (12) months of the MSA Term.

9. WARRANTY

- 9.1 Strategy IT warrants that the Services will be performed with reasonable care in a diligent and competent manner. Strategy IT will re-perform on the terms of this MSA any work which is not in compliance with this warranty without further liability for such non-compliance, provided that Client gives Strategy IT written notice of any non-compliance within thirty (30) days after the Services are performed.
- 9.2 Strategy IT warrants that any software developed by Strategy IT as part of the Services and supplied as a Deliverable will, when properly used, conform in all material respects with its specification. Strategy IT's obligation for any non-conformance with this warranty is that Strategy IT will use all reasonable endeavours to correct (by correction, replacement, workaround or otherwise) any non-conformance as soon as reasonably practical, provided that Client gives Strategy IT written notice of any non-compliance within thirty (30) days after the delivery of the non-conforming software. Strategy IT will have no other liability for any non-conformance with the warranty in this clause 9.2 provided that Strategy IT corrects that non-conformance in compliance with this warranty within thirty (30) days of receipt of written notice of non-compliance from Client.
- 9.3 Strategy IT does not warrant and shall not be responsible for any third party products or services. Client's sole and exclusive rights and remedies with respect to claims arising out of or relating to any third party product or services will be against the third party and not against Strategy IT provided that (a) Strategy IT will use its reasonable endeavours to assign to Client any assignable warranties Strategy IT may receive from any such third party; and (b) to the extent that any warranties are not assignable, Strategy IT will enforce such warranties against the third party on Client's behalf.
- 9.4 The representations, warranties, terms and conditions set out in this MSA are the parties' only representations, warranties, terms and conditions relating to the Services and the Deliverables and are made expressly in place of and to the exclusion (to the fullest extent permitted by law) of all other representations, warranties, terms and conditions, express or implied, by statute or otherwise, including without limitation any implied warranties, terms or conditions as to performance, fitness for a particular purpose, merchantability, satisfactory quality or otherwise and are subject to the limitations on liability set out herein.

10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, either party may terminate this MSA - or any SOW relating to it - with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this MSA - or SOW - which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Business Days after being notified in writing to do so;
 - (b) the other party:
 - (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (e) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- (g) the other party engages in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
- (h) the other party engages in any activity, practice or conduct which would constitute an offence under the Modern Slavery Act 2015; or
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1 above.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination (or expiry) of this MSA, howsoever arising, each SOW then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such SOW, unless terminated earlier in accordance with the terms of such SOW.
- 11.2 The termination of any SOW shall not affect any other SOWs or this MSA.
- 11.3 On termination of the MSA, the following clauses shall continue in force: clause 1 (Interpretation), clause 8 (Limitation of liability), clause 11 (Consequences of Termination), clause 27 (Governing Law), clause 28 (Jurisdiction).
- 11.4 Termination of this MSA shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the agreement which existed at or before the date of termination.

12. CONFIDENTIALITY

- 12.1 Each party undertakes that it shall not at any time during this MSA disclose to any person any confidential information concerning the business, affairs, clients, or suppliers of the other party, except as permitted by clause 12.2 below.
- 12.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives 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 MSA. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12 (Confidentiality) ; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this MSA.
- 12.4 Neither party shall use the other party's name without the written consent of the other party.

13. DATA PROTECTION

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 (Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Client is the **Data Controller** and Strategy IT is the **Data Processor** (where Data Controller and Data Processor have the meanings as

defined in the Data Protection Legislation).

- 13.3 Without prejudice to the generality of clause 13.1 above, Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Strategy IT for the duration and purposes of this agreement.
- 13.4 Either party may, at any time on not less than thirty (30) days' notice, revise this clause 13 (Data Protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

14. VARIATION

No variation of this MSA - or any SOW relating to it - shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

- 15.1 A waiver of any right or remedy under this MSA - or any SOW relating to it - or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 15.2 A failure or delay by a party to exercise any right or remedy provided under this MSA - or any SOW relating to it - or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this MSA or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. FORCE MAJEURE

Neither party shall be in breach of this MSA - or any SOW relating to it - nor liable for delay in performing, or failure to perform, any of its obligations under this MSA - or any SOW relating to it - if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed. If the period of delay or non-performance continues for twenty (20) Business Days, the party not affected may terminate this MSA - or the relevant SOW relating to it - by giving ten (10) days' written notice to the affected party.

17. RIGHTS AND REMEDIES

Except as expressly provided in this MSA, the rights and remedies provided under this MSA - or any SOW relating to it - are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

If any provision or part-provision of this MSA - or any SOW relating to it - is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this MSA.

19. NON-SOLICITATION

- 19.1 Neither Client, nor any Client Affiliate which is party to a relevant SOW, shall - without the prior written consent of Strategy IT - at any time during the MSA Term nor until the expiry of twelve (12) months after the completion of the Services provided under any SOW relating to it, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Strategy IT in the provision of the Services. For the avoidance of doubt, this clause does not apply if an individual makes an application in response to a publicly advertised vacancy.
- 19.2 Any consent given by Strategy IT, in accordance with clause 19.1 above, shall be subject to Client paying to Strategy IT a sum equivalent to 100% of the then current annual remuneration of Strategy IT's employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by Client to that employee, consultant or subcontractor.

20. ENTIRE AGREEMENT

- 20.1 This MSA - and any SOW entered into further to this MSA - constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MSA - or any SOW relating to it. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this MSA - or any SOW relating to it.

21. ASSIGNMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this MSA without the prior written consent of the party (such consent not to be unreasonably withheld).

22. NO PARTNERSHIP OR AGENCY

- 22.1 Nothing in this MSA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. THIRD PARTY RIGHTS

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

24. NOTICES

Any notice given to a party under or in connection with this MSA shall be in writing and shall be delivered - by hand, a pre-paid next working day delivery service or electronic media - to its registered office.

25. COUNTERPARTS

This MSA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. DISPUTES

- 26.1 Any dispute arising out of or in connection with this MSA - or any SOW relating to it - (**Dispute**) shall be referred by either party first to:
- (a) in the case of Client, Client Relationship Manager; and
 - (b) in the case of the Supplier, the Supplier Relationship Manager, for resolution.
- 26.2 If the Dispute cannot be resolved by the persons referred to in clause 26.1 above within ten (10) Business Days after the Dispute has arisen, either party may give written notice (**Notice**) to the other party that a Dispute has arisen. Within five (5) Business Days after the date of Notice, the Dispute shall be referred to the Head of Procurement of Strategy IT and to the Company Secretary of Client for resolution. If the Dispute is not resolved by agreement in writing between the parties within ten (10) Business Days after the date of the Notice, the Dispute shall be resolved in accordance with the remaining provisions of this clause 26 (Disputes).
- 26.3 A Dispute may at the request of the Strategy IT or Client be referred to mediation. The mediation shall be conducted by a single mediator appointed by the parties. Mediation is without prejudice to the rights of the parties in any future proceedings. The costs of the mediation, including the fees and expenses of the mediator shall be borne equally by the parties.
- 26.4 This clause 26 (Disputes) is without prejudice to either party's right to seek interim relief (such as an injunction) against the other party through the English courts to protect its rights and interests, or to enforce the obligations of the other party.

27. GOVERNING LAW

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

28. JURISDICTION

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 MSA - or any SOW relating to it - or its subject matter or formation.

SCHEDULE 2 - STATEMENT OF WORK TEMPLATE

This SOW is dated [INSERT DATE]

PARTIES:

- a) **Strategy IT Limited**, a company incorporated and registered in England and Wales with company number 07811920 whose registered office is at 67 Wallin Road, Adderbury, Oxfordshire, OX17 3FA (**STRATEGY IT**).
- b) **[FULL COMPANY NAME]**, a company incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**).
- c) Strategy IT and Client may be referred to individually as a **party** and collectively as the **parties**.

BACKGROUND:

- (1) Client and Strategy IT entered into a MSA dated [INSERT DATE] (**MSA**), allowing Client [or any of its Affiliates] to request services from Strategy IT.
- (2) Pursuant to the MSA, Client requests certain services to be provided by Strategy IT, and Strategy IT agrees to provide such services to Client in accordance with this Statement of Work (**SOW**).
- (3) This SOW incorporates the terms and conditions set out in the MSA but, if there is an inconsistency between any of the provisions of this SOW and the MSA, the provisions of this SOW shall prevail.

AGREED TERMS:

1. INTERPRETATION

Any term defined in the MSA shall have the same meaning in this SOW; the following definitions and rules of interpretation apply to this SOW.

1.1 Definitions:

Client Manager: [INSERT NAME OR TITLE].

Strategy IT Manager: [INSERT TITLE OR NAME].

SOW Commencement Date: [INSERT DATE]

SOW Term: the period from the SOW Commencement Date until [INSERT DATE] **OR** a period of [INSERT TERM] from the SOW Commencement Date.

2. TERM AND RENEWAL

- 2.1 This SOW shall come into force on the SOW Commencement Date.
- 2.2 This SOW shall, unless terminated earlier in accordance with the terms of this SOW or the MSA, continue for the SOW Term.

3. SUPPLY OF SERVICES

- 3.1 Strategy IT shall supply the Services in accordance with this SOW and the MSA.
- 3.2 Strategy IT shall provide the Services from the SOW Commencement Date.
- 3.3 Strategy IT shall use all reasonable endeavours to meet any delivery dates specified in this SOW, always provided that if no delivery dates are specified Strategy IT shall perform the Services within a reasonable time. Unless both parties specifically agree otherwise in writing, all dates given by Strategy IT or specified by Client, including dates contained in any timetable in the SOW, are intended for planning and estimating purposes only and are not contractually binding.
- 3.4 Strategy IT shall appoint a Strategy IT Manager - as may be varied, on notice to Client, from

time to time - in respect of the Services, who shall: (i) have authority under this SOW contractually to bind Strategy IT on all matters relating to the Services and (ii) be responsible for managing issues relating to the day-to-day performance of the SOW, including meeting with Client Manager at regular intervals to discuss and minute the progress of the Services.

- 3.5 Strategy IT shall provide the Services using the staff team listed in Part 3, as updated or rotated from time to time.

4. SERVICES

- 4.1 In supplying the Services, Strategy IT will ensure that the Services and Deliverables conform to the descriptions and specifications set out in Part 1.

- 4.2 Each Deliverable will be accepted by Client when the acceptance procedures described in the SOW, if any, have been completed for such Deliverable or when Client first makes any productive use of such Deliverable, whichever occurs first. Where no acceptance procedures are specified a Deliverable will be deemed accepted by Client on delivery. Where the Deliverable is software related Client has a responsibility to carry out acceptance tests within fourteen (14) days of delivery or such other period specified in the SOW (**Acceptance Period**) and if Client fails to notify Strategy IT in writing of errors or defects prior to the expiry of the Acceptance Period Client will be deemed to have accepted that Deliverable on the expiry date of the Acceptance Period.

5. CLIENT'S OBLIGATIONS

- 5.1 Client shall:

- (a) co-operate with Strategy IT in all matters relating to the Services and appoint a Client Manager - as may be varied, on notice to Strategy IT, from time to time - in relation to this SOW, who shall (i) have the authority contractually to bind Client on matters relating to the Services, and (ii) be responsible for managing issues relating to the day-to-day performance of the SOW, including meeting with the Strategy IT Manager at regular intervals to discuss and minute the progress of the Services;
- (b) identify and assign all Client personnel required to work with and support Strategy IT's project team as shall reasonably be required for the provision of the Services (and the delivery of any Deliverables) in a timely manner;
- (c) provide such access to Client's premises and data, and such office accommodation and other facilities as may reasonably be required for the purposes of providing the Services;
- (d) provide such information as Strategy IT may request (and Client considers reasonably necessary), and make such decisions regarding Strategy IT's approach to each project, interim performance and the like in order to enable Strategy IT to carry out the Services in a timely manner; and
- (e) inform Strategy IT of all health and safety rules and regulations and any other reasonable security requirements that apply at Client's premises.

- 5.2 If Strategy IT's performance of its obligations under this SOW is prevented or delayed by any act or omission of Client, its agents, subcontractors, consultants or employees, Strategy IT shall (i) not be liable for any costs, charges or losses sustained or incurred by Client that arise directly or indirectly from such prevention or delay; and (ii) have the time for performance of its obligations extended by the period of the delay or prevention.

6. TITLE TO DELIVERABLES AND CLIENT MATERIALS

- 6.1 Subject to clause 6.2 below, title to any Deliverables that are goods or in any physical media on which Deliverables are stored shall pass to Client on the earlier of their delivery to Client or payment of the Charges for them.

6.2 All Client Materials are the exclusive property of Client.

7. CHARGES AND PAYMENT

7.1 In consideration for the provision of the Services, Client shall pay Strategy IT the Charges in accordance with the payment provisions set out in the MSA.

8. CONSEQUENCES OF TERMINATION AND EXPIRY

8.1 On termination or expiry of this SOW:

- (a) Strategy IT shall immediately deliver to Client all Deliverables whether or not then complete and return all Client Materials. Until they have been returned or delivered, Strategy IT shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this SOW;
- (b) Strategy IT shall, if so requested by Client, provide all assistance reasonably required by Client to facilitate the smooth transition of the Services to Client or any replacement service provider appointed by it. Client shall pay for any such assistance at the rates set out in Part 2; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this SOW which existed at or before the date of termination shall not be affected.

9. [THIRD PARTY RIGHTS - IF ENTERED INTO BY AFFILIATE ON BASIS OF CLIENT'S MSA

The parties to this SOW may vary, terminate or rescind this SOW, in writing, without the consent of Client.]

10. VARIATION

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

11. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this SOW 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.

IN WITNESS WHEREOF, this MSA was executed the day and year first above written.

SIGNED BY

SIGNED BY

for and on behalf of
STRATEGY IT LIMITED

for and on behalf of
[FULL COMPANY NAME]

Title: _____

Title: _____

Date: _____

Date: _____

Part 1. Services & Deliverables

1.1 DESCRIPTION OF SERVICES / DELIVERABLES

[INSERT SERVICES/ DELIVERABLES DESCRIPTION HERE]

Service / Deliverable Description	Outputs	Acceptance Procedure
1.		
2.		
3.		
4.		

1.2 CHANGE MANAGEMENT

Either party may request changes to the Services or changes to any other aspect of this SOW. Requests for changes must be supported by sufficient detail to enable the other party to assess the impact of the requested change on the cost, timetable and any other relevant aspect of this SOW. Both parties agree to work together to consider and, if appropriate, agree any changes. Until a change is agreed in writing both parties will continue to act in accordance with the latest agreed version of this SOW.

Part 2. Charges & Invoicing

2.1 CHARGES

Basis of calculation of Charges: [Time and Materials/ Fixed Price]

[Insert charges here]

Where Time and Materials charging applies: charges will be calculated on the basis of the time spent by Strategy IT's personnel in connection with performing the Services at their respective rates. The charges will also include time spent by personnel travelling which is in excess of their normal work journey time. A normal working day is a 7.5-hour day worked between the hours of 09:00 and 17:30 on weekdays excluding public holidays. Where overtime takes place over an extended period of time or in the event significant peaks of work should occur based on Client needs, Strategy IT will provide reasonable notice to Client and will work in good faith to agree upon a resolution, which may include one or more of the following: (1) adding to the team structure, (2) reducing the scope of work and/or (3) billing for the extra hours/days being worked at a modified fee rate(s). Any such modification shall be agreed to by both parties in writing.

Where Fixed Price charging applies: if Strategy IT incurs extra costs or the scope of the Services is increased by any delay, variation, interruption or suspension of work arising from the default or instructions of Client and/or those persons for which Client is responsible, and provided Strategy IT will advise Client of such extra costs or increased scope as soon as reasonably practical on becoming aware of them (and where reasonably practicable before any extra costs are incurred), then Strategy IT may increase the Fixed Price to reflect such extra costs properly incurred or increased scope and Client will pay the increased Fixed Price.

Should the scope of Strategy IT's work change, or Client's staff are not able to meet the responsibilities referred to in clause 5 (Client Obligations) of the SOW or part 4 (Scope, Assumptions & Client Responsibilities) below, or should any other circumstances arise which might necessitate a change in the Charges, Strategy IT will discuss the matter promptly with Client before proceeding further.

Any changes in the scope of the Services or in the Charges must be agreed in writing signed by both parties and neither party shall be obliged to implement any such change until such agreement is signed

by both parties.

2.2 INVOICING

Unless specified, as set out in the MSA.

[INSERT SPECIFIC ALTERNATIVE HERE]

Part 3. Staff Team

[INSERT INITIAL TEAM MEMBERS HERE]

Part 4. Scope, Assumptions & Client Responsibilities

[INSERT SCOPE, ASSUMPTIONS AND CLIENT RESPONSIBILITIES HERE]

Part 5. Success & Quality Management

We are proud of our track record for quality delivery and the continued satisfaction of our clients. For each client engagement, we assign a Success Manager, who is a member of our Leadership Team and will conduct regular reviews with the Strategy IT team from project mobilisation to close down. The Success Manager for this engagement is [Name] and he/she would also appreciate the opportunity to periodically gather feedback from [Name] as Project Sponsor.

If at any time you would like to discuss with us how our service to you could be improved or if you are in any way dissatisfied with the service you are receiving, please let us know by contacting the Success Manager. If you would prefer to raise the matter, or to discuss its proposed resolution, with someone different, please contact the Strategy IT Office Lead.

Name		Role	Email	Phone
First Last		Success Manager		
First Last		Office Lead		

SCHEDULE 3 - RATE CARD

[INSERT CHARGES FOR EACH SERVICE OR METHOD OF CALCULATION OF CHARGES]