

Unsung Limited

Master Services Agreement (MSA)

Date: [Add Date]

Parties:

Unsung	Unsung Limited a company incorporated in England with registered company number 07100820 whose registered office is at Suite 181 61 Praed Street, Paddington, London, London, W2 1NS)
The Customer	[Add Customer Name]

Contents

Section A – Preliminaries	4
1. Recitals	4
2. Definitions	4
3. Supplier Warranties.....	6
4. Customer Warranties	7
Section B – The Services.....	7
5. Term of Engagement	7
6. Duties	7
7. Personnel	Error! Bookmark not defined.
8. Performance of the Services	8
Section C – Price & Payment	8
9. Payment	8
10. Acceptance Testing.....	9
Section D – Contract Governance	10
11. Change Control Procedure	10
12. Dispute Resolution	11
13. Orders and Order Amendments.....	12
14. Audit Access and Records Retention.....	12
Section E – Intellectual Property, Data Protection and Confidentiality	12
15. Confidential Information	12
16. Data Protection	13
17. Intellectual Property	15
Section F – Liability, Indemnities and Insurance	15
18. Indemnities	15
19. Limitation of Liability.....	16
20. Insurances	16
Section I – Termination & Exit Management	17
21. Termination	17
22. Obligations upon Termination.....	18
Section J – Miscellaneous and Governing Law	18
23. Status.....	18
24. Force Majeure	18
25. Notices	19

26.	Entire Agreement	20
27.	Variation	20
28.	Counterparts	20
29.	Third Party Rights	20
30.	Governing Law and Jurisdiction	21
31.	Assignment.....	21
32.	Publicity.....	21
33.	Non-Exclusivity	21
34.	Business Continuity	21
35.	Non-Solicitation.....	21
36.	Survival.....	22
Schedule 1 – Statement of Work		23
Section 1 – Consultancy Services		23
Section 2 – Deliverables		23
Section 3 – Price and Payment Terms		24
Section 4 – Project Management.....		24
Section 5 - Representatives.....		Error! Bookmark not defined.
Schedule 2 – Personal Data Processing.....		26

Section A – Preliminaries

1. Recitals

1.1 Unsong is Public Key Infrastructure (PKI) full solutions provider, with professional services, managed services, and products selling capabilities in the PKI arena.

1.2 The Customer is engaging Unsong to provide [insert nature of services] on the terms and conditions set forth in this Agreement.

1.3 Unsong and Customer agree that this Agreement shall apply to all such future services which are to be contracted through the Statement of Work.

2. Definitions

2.1 In this Agreement the following capitalised expressions shall have the meanings set out below:

Acceptance Criteria means the acceptance criteria as specific in Section 3 of the Statement of Work or, where no such acceptance criteria are specific, any acceptance criteria which Unsong reasonably believes will demonstrate that the Deliverables are accepted.

Acceptance Tests means the tests conducted by the Customer in accordance with Clause 9.

Change Request as defined in Clause 10.

Completion Date means the date the Services are to be completed, including as were set out in the Agreement or any such other date as the Parties may agree in a Statement of Work

Confidential Information means:

(a) Information, including all Personal Data, which (however it is conveyed) is provided by either Party pursuant to or in anticipation of this Agreement that relates to its operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or Personnel.

(b) Other Information provided pursuant to or in anticipation of this Agreement which is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential.

(c) Discussions, negotiations and correspondence between either Party's directors, officers, employees, consultants, or professional advisors in connection with this Agreement and all matters arising therefrom.

Contingency Plans as defined in Clause 35.1

Customer Premises	means the premises and facilities of the Customer reasonably necessary for performing the Services including office space, furnishings, storage space and equipment.
Customer Representative	as defined in Clause 25.3.1.
Customer Systems	means the technology infrastructure, applications and software owned, operated, or utilised by the Customer whereby access is reasonably necessary for performing the Services.
Working Days	Monday to Friday excluding UK Bank Holidays.
Data Protection Laws	means General Data Protection Regulation (GDPR) and the Data Protection Act 2018.
Debtor	as defined in Clause 9.7.
Deliverables	means the deliverables as specified in a Statement of Work resulting from the performance of the Services under or in connection with the Agreement.
Disclosing Party	means the party which discloses or makes available directly or indirectly its Confidential Information.
Dispute	means any dispute, difference or question of interpretation arising out of, or in connection with, this Agreement.
Dispute Notice	a written notice served by one party on the other stating that the party serving the notice believes there is a Dispute.
Effective Date	means the date on which this Agreement is signed by both Parties
Force Majeure Event	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happening or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party; including riots, war or armed conflict, acts of terrorism, pandemic, national emergency, acts of government, local government or regulatory bodies, fire, flood, storm, earthquake or any other natural disaster.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Material Breach	means a breach which is incapable of remedy in accordance with Clause 21.3.
Personal Data	has the definition applied to it by the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 and means any information that relates to an identified or identifiable natural person. It includes data that directly identifies a person such as their name, identification details, or location data, as well as data that can directly identify a person when combined with other information.
Personnel	all directors, officers, employees, agents, consultants and contractors of Unsong engaged in the performance of Unsong's obligations under this Agreement.
Price	means the relevant price set out in Section 4 of the Statement of Work
Recipient	means the party which receives or obtains directly or indirectly Confidential Information.
Repeated Test	as defined in Clause 9.4
Services	means all services (including the provision of Deliverables) to be provided by Unsong in accordance with a Statement of Work.
Statement of Work	means the scope and description of the Services to be provided by Unsong to the Customer as defined in the mandatory required format detailed in Schedule 1.
Supplier Representative	as defined in Clause 25.3.2.
Termination Notice	means a written notice of termination given by one party to the other notifying the Party receiving the notice of the intention to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination.
Timetable	means the timetable associated with Deliverables as detailed in Section 3 of the Statement of Work.
VAT	has the meaning given in the Value Added Tax Act 1994

3. Supplier Warranties

3.1 Unsong warrants, represents and undertakes that:

- 3.1.1 It has full capacity and authority to enter into and to perform this Agreement.
- 3.1.2 This Agreement is executed by its duly authorised representative.

- 3.1.3 The provision of the Services shall not infringe any Intellectual Property Rights of any third party.
- 3.1.4 The Services and Deliverables will be fit for the purpose for which they are provided.
- 3.1.5 The Services shall be provided by suitably experienced, qualified and trained Personnel.
- 3.1.6 It shall discharge its obligations under this Agreement with all reasonable due skill, care and diligence.

4. Customer Warranties

4.1 The Customer warrants, represents, and undertakes that:

- 4.1.1 It has full capacity and authority to enter into and to perform its obligations under this Agreement.
- 4.1.2 This Agreement is executed by its duly authorised representative.
- 4.1.3 There are no actions, suits, proceedings, or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement.
- 4.1.4 The customer is at the time of entry into this Agreement financially solvent and is able to meet the financial obligations to Unsung under the terms of this agreement (and any SOW) and is currently meeting its obligations to other creditors as they fall due as defined by s 123 of the Insolvency Act 1986.

Section B – The Services

5. Term of Engagement

5.1 This Agreement shall come into force on the Effective Date and subject to earlier termination pursuant to Clause 21 (Termination) shall remain in force.

6. Duties

6.1 Unsung shall provide the Services on the terms set out in this Agreement and as further detailed in the respective Statement of Work contained at Schedule 1.

6.2 The Customer shall allow Unsong and its Personnel reasonable access to the Customer Premises and Customer Systems for the sole purpose of providing the Services. Any failure by the customer to allow reasonable access may impact on the timings agreed in the Statement of Work.

7. Performance of the Services

7.1 Unsong agrees to provide the Services as defined in the Statement of Work to the Customer in accordance with the standards reasonably expected and service levels as set out within the Statement of Work.

7.2 Unsong agrees to complete the Services by the Completion Date and within the relevant timescale set out in the Statement of Work or as otherwise varied by mutual agreement between the parties.

7.3 Unsong will notify the Customer within a reasonable timeframe if it becomes aware of any event or circumstance that has caused or may cause a delay in the commencement or completion of the Services. Such notice will be delivered in writing and will include the reasons for, and an estimate of the length of, the delay.

Section C – Price & Payment

8. Payment

8.1 The Customer agrees to pay the Price as defined with the Statement of Work to Unsong for Services provided to the Customer within 30 days of receiving a valid invoice time being of the essence.

8.2 Unsong shall invoice the Customer on completion of the Services or at the times stated in the Statement of Work.

8.3 Invoices raised by Unsong must be valid tax invoices for the purposes of VAT and specify the Services to which the invoice relates.

8.4 If the Customer disputes an invoice, or part of an invoice, issued by Unsong then the Customer:

8.4.1 Must notify Unsong in writing of the dispute setting out the reasons for the dispute and the identifying the relevant sections of the Statement of Works.

8.4.2 Must not delay or withhold payment of any part of the invoice that is not disputed.

8.4.3 Where the claim is for general damages or loss arising from the performance of the Statement of Works (as opposed to identifiable disputes relating to deliverables in the

Statement of Works) the Customer is not entitled to set off or deduct any amounts claimed by way of damages from any amounts owing under the Statement of Works. In these circumstances all invoices must be paid in full and any claim for damages must be progressed independently in accordance with the dispute resolution provisions in this Agreement.

8.4.4 May withhold payment of the reasonably disputed part of the invoice until the dispute is resolved.

8.5 In accordance with Clause 8.4., if the dispute is not resolved through parties using best endeavours, then the Parties will refer the matter to Clause 11.

8.6 The Customer may not set off part or all of any payment due to Unsong under a Statement of Work against amounts due from the Customer to Unsong under another Statement of Work or any other contract between the Parties.

8.7 Unpaid amounts due under this agreement, and any Statement of Work, shall incur interest at a rate of 4% above the Bank of England's base rate from time to time in force per annum on all money properly due to the other party under this Agreement and/or the relevant Order and unpaid, calculated on the amount outstanding from the due date up to (and including) the date of full payment save where such money is a disputed amount.

8.8 Where Unsong is required to take debt recovery or enforcement steps in relation to unpaid amounts due under this Agreement the Customer agrees to be liable to Unsong for all of Unsong's recovery costs including any associated legal fees on a solicitor and client / full indemnity basis.

9. Acceptance Testing

9.1 Where confirmed as applicable in a Statement of Work, the Customer will be entitled to conduct Acceptance Tests against the Acceptance Criteria.

9.2 Following Unsong's written notification to the Customer that works on a Deliverable have been completed, the Customer shall begin Acceptance Tests on the relevant Deliverable as soon as practicable or, at the latest, within 5 working days from receipt of Unsong's notification.

9.3 If the Customer believes that a Deliverable has failed the Acceptance Tests then the Customer shall, within 2 working days, provide written notice to Unsong, giving details of the alleged failure.

9.4 Following receipt of the notice in 9.3 if Unsong, acting reasonably but at its sole discretion, accepts that the Deliverable has failed, Unsong shall then within 10 working days following the receipt of the notice, use all reasonable endeavours to remedy any defects identified in the notice. Once these steps have been completed the Customer will repeat the Acceptance Test within 5 working days ("Repeated Test").

9.5 If Unsong disagrees that the Deliverable has failed it will provide a written rejection of the notice with reasons set out in 9.3 to the Customer within 5 working days (or such longer period as mutually agreed).

9.6 If the Repeated Test fails to pass a further Acceptance Test within 30 days of the date of its submission, then the Customer may, by written notice to Unsong:

9.6.1 Fix a new date for carrying out further tests on the Deliverables on the same terms and conditions. If the Deliverable fails any further tests then the Customer shall be entitled to request a repeat test under the provisions of this Clause 11.4.1 or proceed to Clause 11.4.2 or Clause 11.4.3; or

9.6.2 Reject the Deliverable by giving notice of the rejection to Unsong. Any notice of rejection shall detail the specific grounds for rejection.

9.6.2.1 Within 10 working days following Unsong's receipt of a rejection notice, the parties shall meet in good faith and seek to resolve any issues with the rejected Deliverable. Unsong will implement such changes or corrections as are agreed between the Parties. In the event that the parties are unable to reach agreement they shall refer to the dispute resolution provisions at Clause 11.

Section D – Contract Governance

10. Change Control Procedure

10.1 For the purposes of this Agreement, a Change Request is a request to change or add to the Services or to amend this Agreement or any Statement of Work.

10.2 Subject to Clause 11.4, no Change Request shall be binding on the parties unless the requirements of this Clause 12 have been satisfied and the Change Request is agreed to in writing by an authorised representative of both parties.

10.3 Subject to Clause 11.4, the parties shall, until such time as a Change Request is formally agreed to by both parties, continue to perform their respective obligations without taking account of the Change Request.

10.4 Change Requests may be originated either by Unsong or the Customer or may be originated by the parties jointly. In the case of any Change Request, Unsong shall within 10 working days supply to the Customer either:

- 10.4.1 Full details of all consequential changes which will be required to the Services or the Price pursuant to this Agreement and all other effects of the proposed change; or
- 10.4.2 Written confirmation that there will be no such consequential changes or effects.
- 10.5 The parties shall use reasonable endeavours to agree a Change Request within 5 working days of receipt, but if they are unable to reach agreement, then the dispute shall be referred for determination in accordance with **Clause 11**.

11. Dispute Resolution

- 11.1 If a Dispute as to the operation of this Agreement or a Statement of Works which is not the subject of any other dispute resolution provisions of this agreement (such as Acceptance Testing in Clause 9) arises then either party may issue a Dispute Notice. A Dispute Notice must set out in writing the material particulars of the Dispute and must include the reasons why the party serving the Dispute Notice believes that the Dispute has arisen.
- 11.2 Once a Dispute Notice has been provided the senior representatives of the Parties, who have the full authority to resolve the Dispute will, within 28 days of the Dispute Notice been provided by the other Party, meet in good faith to resolve the Dispute.
- 11.3 If the Dispute is not resolved at that meeting, the Parties must attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be appointed by CEDR. The parties agree to accept this appointment. If mediation does not resolve the Dispute, the Dispute must be resolved by arbitration.
- 11.4 If the previous steps have not resolved the Dispute the Parties then have the right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute.
- 11.5 The arbitration can address, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 11.6 There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English and will be governed by English Law.
- 11.7 If the parties cannot agree on an arbitrator one will be appointed by the President of the Law Society of England and Wales. The parties agree to jointly share in the costs associated with this appointment request.
- 11.8 Neither party shall be free to commence legal proceedings in a Court against the other (except for emergency injunctive relief). Each party is entitled to rely on this clause as a complete defence to any legal proceeding issued by the other party in a Court.

12. Orders and Order Amendments

12.1 The Customer must order Services through the Statement of Work mechanism contained in Schedule 1.

12.2 Each Statement of Work must set out:

12.2.1 The Services being ordered and any other instructions relating to the Services contemplated by the Agreement.

12.2.2 The Start Date and End Date.

12.2.3 The Price to be paid for the Services.

12.2.4 Details of the Personnel to be engaged on the relevant Services.

13. Audit Access and Records Retention

13.1 The Parties shall keep proper, accurate, and up to date records relating to the performance of their obligations under the Agreement.

13.2 The Parties shall retain the records detailed in Clause 15.1 in good condition from the Effective Date until at least 6 years after the expiry or termination of the Agreement.

Section E – Intellectual Property, Data Protection and Confidentiality

14. Confidential Information

14.1 The Parties shall keep secret and confidential the other party's Confidential Information and shall only use or disclose such information in order to properly perform their obligations under this Agreement.

14.2 The Recipient shall:

14.2.1 Treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody appropriate to the nature of the Confidential Information.

14.2.2 Not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent.

- 14.2.3 Not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipates under this agreement.
- 14.2.4 Immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 14.3 For the sake of clarity Confidential Information does not include, where the Confidential Information;
- 14.3.1 Has become publicly known other than through either parties' actions; or
 - 14.3.2 Was in either party's written records prior to the Commencement Date; or
 - 14.3.3 Was independently disclosed to either party by a third party entitled to disclose it; or
 - 14.3.4 where either party is required to disclose the Confidential Information under any applicable laws, or, by order of a court of governmental body or other competent authority.

15. Data Protection

- 15.1 The parties must process Personal Data only in accordance with the provisions set out in Schedule 2 – Processing Data and subject to the following terms.
- 15.2 In this clause 15, the term "Data Subject" refers to individuals as defined and interpreted in accordance with Data Protection Laws.
- 15.3 Both parties acknowledge Unsong is responsible for handling the personal data of the Customer and acts as a Data Processor. The Customer is providing this data to Unsong in compliance with Data Protection Laws for the purposes outlined in this Agreement.
- 15.4 Both parties acknowledge that the Customer is also a Data Controller; however, they are not Joint Controllers (as defined in Data Protection Legislation), unless otherwise agreed upon between the parties through a specific agreement.
- 15.5 The parties warrant to each other that any Personal Data related to a Data Subject, whether provided by the Customer or Unsong, will be used, processed, and recorded by the receiving party in compliance with Data Protection Laws.
- 15.6 Both parties will implement appropriate technical and organisational measures to ensure the adequate protection of all Personal Data against accidental loss, destruction, damage, alteration, or unauthorized disclosure.
- 15.7 The customer will:

- 15.7.1 Comply with Unsong's instructions regarding the transfer or sharing of data between the parties. If the Customer requests Personal Data that is not currently under its control from Unsong, the Customer must provide the legal basis for such a request. The Customer acknowledges that Unsong may refuse to share or transfer such Personal Data if, in Unsong's reasonable opinion, it does not comply with its obligations under Data Protection Legislation.
- 15.7.2 Not cause Unsong to breach any of its obligations under the Data Protection Legislation.
- 15.8 If either party becomes aware of an actual or reasonably suspected Personal Data Breach, it must promptly notify Unsong. The Customer must provide a description of the Personal Data Breach, the categories of data affected, the identity of each Data Subject affected, and any other information reasonably requested by Unsong relating to the Personal Data Breach.
- 15.9 In the event of a Personal Data Breach, the customer must, at its own expense, promptly provide Unsong with any information, assistance, and cooperation requested by Unsong to:
- 15.9.1 Investigate and defend any claim or regulatory investigation.
- 15.9.2 Mitigate, remedy, and rectify the breach.
- 15.9.3 Prevent future breaches. The Client must provide written details of all steps taken to Unsong.
- 15.10 The Customer must not release or publish any filing, communication, notice, press release, or report regarding any Personal Data Breach without prior written approval from Unsong.
- 15.11 Unsong will:
- 15.11.1 Ensure that any of its staff or subcontractors will not Process Personal Data except in accordance with the terms of this Agreement and Statement of Work.
- 15.11.2 Take all reasonable steps to ensure the reliability and integrity of any staff or subcontractors who have access to Personal Data to ensure that they:
- 15.11.2.1 Are aware and will comply with Unsong's duties under this Agreement and any Statement of Works.
- 15.11.2.2 Are subject to appropriate confidentiality undertakings with Unsong or any other party used to process Personal Data.
- 15.11.2.3 Have undergone adequate training in the use, care, protection and handling of Personal Data.
- 15.11.2.4 Not transfer any data outside the EU unless the prior written consent of the Customer has been obtained and the following further conditions have been fulfilled:
- 15.11.2.4.1 Unsong has provided appropriate safeguards in relation to the transfer (either in accordance with GDPR Article 46) or otherwise as determined by Unsong.
- 15.11.2.4.2 The Data Subject has enforceable rights and effective legal remedies.
- 15.11.2.4.3 Unsong complies with its obligations under the Data Protection Legislation by providing and adequate level of protection to any Personal Data that is transferred; and
- 15.11.2.4.4 Unsong will comply with any reasonable instructions notified to it in advance with respect to the processing of the Personal Data; and
- 15.11.2.4.5 At the written direction of the Customer, delete or return Personal Data (and any copies) to the Customer on termination of the Contract unless Unsong is required by Law to retain the Personal Data.

16. Intellectual Property

- 16.1 Except as expressly stated in a Statement of Work, the Intellectual Property Rights of the Parties at the Effective Date shall not be affected by this Agreement.
- 16.2 All rights, title and interests in and to any Deliverables including all Intellectual Property Rights, shall vest in and/or be owned exclusively by Unsong.

Section F – Liability, Indemnities and Insurance

17. Indemnities

- 17.1 Both parties shall indemnify, keep indemnified, and hold harmless the other Party at all times during the term of this Agreement, in respect of any losses arising out of or in connection with:
- 17.1.1 Any infringement or misappropriation of any Intellectual Property Rights covered by this agreement.
- 17.1.2 Any acts of fraud, theft, or wilful default
- 17.1.3 Where it can be demonstrated by Arbitration or otherwise by mutual agreement that a breach of a party's intellectual property rights has caused loss to the other party, both parties shall indemnify, keep indemnified, and hold harmless the other Party in respect of any losses arising out of or in connection with
- 17.2 Any breach of Confidential Information covered in Clause 14, which has caused loss to either party, shall be subject to indemnification by the parties. The parties agree to indemnify each other against any and all proven losses, up to a maximum of £1,000,000 in any year. Additionally, if either party breaches Clause 15, the parties shall indemnify each other against any and all losses incurred, up to a maximum of £1,000,000 in any year.
- 17.3 The parties shall indemnify each other against any and all losses incurred if the other party breaches Clause 16, up to a maximum of £1,000,000 in any year
- 17.4 Both parties agree to provide written notice to the other party of any claims, actions, or proceedings being made, threatened, or brought against the other party in connection with the indemnities detailed in this Clause 17.
- 17.5 If a claim is made against either party by a non-party in relation to an alleged breach of that non-party's intellectual property rights, both parties agree to provide reasonable assistance to the other party in connection with any litigation or negotiation relating to this Clause 17. Furthermore, the other party agrees not to make any material admission in respect of any claim which may be prejudicial without the written consent of the other party.

17.6 Each party shall cooperate fully with the other party in the defence of any such claim and shall provide all necessary information, documentation, and assistance reasonably required by the defending party. The parties shall bear their respective costs and expenses incurred in connection with such defence, except as otherwise provided in this Agreement.

17.7 In the event that a claim covered by the indemnification obligations set forth in this Clause 17 is asserted against a party, such party shall have the right to control the defence and settlement of the claim, provided that the party shall not enter into any settlement that imposes any liability, obligation, or restriction on the other party without the other party's prior written consent, which shall not be unreasonably withheld.

18. Limitation of Liability

18.1 Neither party shall have any liability to the other party for indirect or consequential loss or damage, whether arising from negligence, breach of contract, or otherwise.

18.2 Nothing in this Agreement shall, or shall be deemed to, exclude or limit either party's liability in respect of:

18.2.1 Death or personal injury caused by a party's own negligence, or that of its employees or sub-contractors.

18.2.2 Fraud or fraudulent misrepresentation. ;

18.2.3 Any breach of that party's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or

18.2.4 Any liability to the extent it can't be limited or excluded by Law.

18.3 Both parties' aggregate liability in respect of all other losses incurred by the other party under or in connection with this Agreement as a result of acts or omissions of the other party, shall in no event exceed an amount equal to 100% of the charges paid in the 12 months, immediately prior to the date on which the claim occurs.

19. Insurances

19.1 Prior to the Effective Date Unsung confirms that it either has in place or, at its own expense, will procure and maintain the following insurance coverages:

19.1.1 Professional Indemnity insurance of not less than £1,000,000 in respect of any one occurrence.

19.1.2 Employers Liability insurance of not less than £1,000,000 in respect of any one occurrence.

Section I – Termination & Exit Management

20. Termination

20.1 Statements of Work

20.1.1 This Agreement shall commence on the Effective Date and will continue until terminated in accordance with the terms of this agreement. The terms of this Agreement shall remain in full force and effect with respect to any SOW which was in place at the time of termination until such SOW(s) are themselves terminated or performance is completed pursuant to the terms of the applicable SOW.

20.2 Termination for Convenience

20.2.1 Either Party may terminate this Agreement for convenience by issuing a Termination Notice to the other Party upon 30 days written notice.

20.3 Termination for Material Breach

20.3.1 Either party may terminate this Agreement at any time effective immediately on written notice to the other party in the event of

- 20.3.1.1 the other party is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a court administration order made against them.
- 20.3.1.2 the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made, or an administrator, administrative receiver or receiver is appointed in relation to such party; or
- 20.3.1.3 the other party becomes or threatens to become bankrupt or insolvent.
- 20.3.1.4 the other party is subject to a change of control, including:
 - a merger or consolidation where the party is not the surviving entity.
 - Sale or transfer of all or substantially all of the party's assets to another entity
 - Acquisition of a controlling interest (50% or more) by a third party

20.3.2 Unsong has the right to issue a Termination Notice to terminate immediately if the Customer fails to pay an undisputed invoice within 60 working days of the invoice due date in accordance with Clause 8.1.

20.3.3 Either Party may terminate this Agreement or SOW for material breach upon written notice to the other Party if the other Party materially breaches this agreement and such breach is not remedied within 40 working days after the non-breaching Party provides the breaching Party with written notice of such breach.

21. Obligations upon Termination

21.1 Upon termination of this agreement in accordance with Clause 21 the Customer shall immediately pay to Unsung all amounts owed to Unsung for services performed.

21.2 Each party shall immediately cease all use of and return to the other Party all Confidential Information and materials.

21.3 All obligations under existing SOW's at the date of termination must continue to be performed, unless cancelled in accordance with the SOW, any such obligations survive the termination of this Agreement.

Section J – Miscellaneous and Governing Law

22. Status

22.1 Unsung is an independent contracting organisation and shall not nor shall its Personnel engaged in the provision of services be held out as an agent of the Customer.

22.2 Nothing in this Agreement shall prevent Unsung from being engaged, concerned, or having any financial interest in any capacity in any other business, trade, profession, or contract during the term of this Agreement provided that such activity does not cause a breach of any of Unsung's obligations under this Agreement.

23. Force Majeure

23.1 Neither party is liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by a Force Majeure event.

23.2 Each party shall:

23.2.1 Promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event.

23.2.2 Use its reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event.

23.2.3 Continue to perform its respective obligations under this Agreement to the extent possible during the Force Majeure Event.

23.3 If the Force Majeure Event prevents Unsong from providing any of the Services for more than 10 working days then either Party may terminate this Agreement with immediate effect.

24. Notices

24.1 Each notice, request, demand, or other communication under this Agreement or required to be given in connection with the matters contemplated by this Agreement shall be in the English language.

24.2 Any such notice shall be addressed as provided for in clause 29.3 and may be:

24.2.1 Personally delivered.

24.2.2 Delivered by first class pre-paid post, in which case it shall be deemed to have been given two (2) Business Days after the date of posting.

24.2.3 Sent by email, in which case it shall be deemed to be given when actually received in readable form except where sent after 17:00 hours GMT in which case it shall be deemed as being given at 09:00 hours GMT on the next day. Either party must as soon as practical confirm receipt of any notices served under this Agreement.

24.3 The addresses and other details of the parties referred to in Clause 25.1 are:

24.3.1 Customer:

24.3.1.1 Customer Representative:

24.3.1.2 Address:

24.3.1.3 Email:

24.3.2 Supplier:

24.3.2.1 Supplier Representative:

24.3.2.2 Address:

24.3.2.3 Email:

25. Execution

25.1 The Parties agree that this Agreement may be executed and delivered by electronic signature or though the exchange of signed PDF copies.

25.2 Each Party acknowledges and agrees that an electronic signature or a signed PDF will have the same effect, validity, and enforceability as a handwritten signature or physically executed document.

- 25.3 The Parties acknowledge and agree that the use of electronic signatures and signed PDF copies will expedite the execution and delivery of this Agreement and will eliminate the need for physical copies.
- 25.4 The Parties further agree that the delivery of this Agreement by electronic means, including email or secure online platforms, shall be considered valid delivery for all purposes.
- 25.5 The Parties acknowledge that this agreement will be signed by an authorised representative who has the power to legally bind each party to its terms, warranties, and obligations. The other party can rely on the fact that this agreement has been signed by an authorised individual

26. Entire Agreement

- 26.1 This Agreement and any documents to be executed pursuant to it (such as SOWs) constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral, or implied between the parties relating to the subject matter of this Agreement.
- 26.2 Each party acknowledges and agrees that, in entering into this Agreement, it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and, having negotiated and freely entered into this Agreement, agrees that it shall have no remedy in respect of any other representation or warranty except in the case of fraud.

27. Variation

- 27.1 No modification of or variation to this Agreement shall be binding unless made in writing and signed by a duly authorised representative of each of the parties in accordance with Clause 11 (Change Control Procedure).

28. Counterparts

- 28.1 This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document. All the counterparts together shall constitute a single agreement between the parties. No counterpart shall be effective unless each party has executed at least one counterpart.

29. Third Party Rights

- 29.1 This Agreement expressly excludes the application of the Contracts (Rights of Third Parties) Act 1999. No person other than Unsong and the Customer shall have any rights, whether statutory or otherwise, to enforce any term of this Agreement. The parties acknowledge and

agree that this Agreement is intended to be solely for their benefit and no third party is intended to derive any benefit from it. The terms of this Agreement may not be varied, amended, or modified without the prior written consent of all parties, and any attempt to do so by a third party shall be null and void.

30. Governing Law and Jurisdiction

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. Assignment

31.1 The Parties acknowledge and agree that this Agreement and any Statement of Work are personal to them and may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any assignment or transfer in violation of this provision shall be null and void.

32. Publicity

32.1 The Customer agrees that Unsung may release or announce the existence of this Agreement, or the activities undertaken without requiring their consent .

33. Non-Exclusivity

33.1 The Parties acknowledge that this Agreement does not constitute an exclusive arrangement between the Parties for the purchase or provision of any Services.

33.2 The Customer understands and acknowledges that Unsung retains the right to engage and provide services to other individuals, organisations or entities. Unsung shall not be restricted or limited in engaging with others or accepting work opportunities from other sources.

34. Business Continuity

34.1 Unsung warrants and confirms that it has in place and shall maintain contingency plans ("Contingency Plans") exercisable within 2 working days, which in the event of any disruption to any of Unsung's premises shall enable Unsung to perform all of its obligations to supply Services throughout the period of this Agreement.

35. Non-Solicitation

35.1 During the term of this Agreement or any applicable SOW, neither Party (either directly or indirectly through a third party) shall solicit for employment, employ, contract with nor engage the services of, or solicit business from, or otherwise retain any employees or sub-contractors of the other Party who have been directly involved in the activities covered by this Agreement or the applicable Statement of Work during the previous 12 month period.

35.2 Clause 38.1 shall not be interpreted to prohibit a general solicitation or any employment, engagement or retained resulting therefrom where arising from a public advertisement.

36. Survival

36.1 The expiry or termination of the Agreement will be without prejudice to the rights and obligations of either Party existing prior to expiry or termination. The Clauses in the Agreement that expressly or impliedly have effect after expiry or termination will continue to have effect notwithstanding expiry or termination.

Schedule 1 – Statement of Work

Section 1 – Consultancy Services

The Project Name is:

[Add Project Name]

The Background is:

[Add Background and customer requirements]

Unsung shall provide the following Services:

[Add detailed description of Services]

The Start Date is: [Add Effective Date]

The End Date is: [Add End Date]

Section 2 – DAREO

The Services are subject to the following Dependencies, Assumptions, Risks, Exclusions and Opportunities:

Dependencies	• [Add]
Assumptions	• [Add]
Risks	• [Add]
Exclusions	• [Add]
Opportunities	• [Add]

Section 3 – Deliverables

Unsung shall deliver to the Customer the Deliverables detailed below as soon as reasonably practicable after completion of that deliverable, and, in any event in accordance with the Timetable.

The Table below shows a breakdown of the Deliverables to be provided:

Timetable:

Task #	Deliverable	Description	Deliverable Due Date	Acceptance Criteria	Acceptance Stakeholder

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Any changes shall be subject to the Change Control Procedure detailed in Clause 11.

Section 4 – Price and Payment Terms

The Price Type is [Insert T&M or Fixed Price]

The Price payable by the Customer to Unsung will be charged on the following basis:

Milestone	%	Price Payable	Milestone Due Date	Payment Due Date

The prices herein are on a [Insert Price Type] basis and [include/exclude] expenses. Any additional expenses will not be invoiced and charged to the Customer unless pre-approved by the Customer in writing.

Section 5 – Project Management

The Parties respective project management representatives are:

Organisation	Name	Role	Responsibilities

In addition to each parties obligations under the Agreement, for the duration of the Project Unsung Project Manager shall be responsible for:

- Reporting on the progress of the delivery of the Deliverables
- Managing the escalation of issues for resolution and proposing strategies for mitigating risks
- Monitoring the progress of the project

Project Meeting Schedules

For the duration of the project, Unsung and the Customer shall attend the following meetings [where applicable]:

Meeting Type	Meeting Frequency	Agenda	Attendees

Reporting

For the duration of the project, Unsong shall prepare the following reports which shall be delivered to the Customer stakeholders as defined below [where applicable]:

Report Type	Report Frequency	Content	Distribution

Signed for and on behalf of Unsong

By: _____

Name: _____

Title: _____

Signed for and on behalf of the **Customer**

By: _____

Name: _____

Title: _____

Schedule 2 – Personal Data Processing

Processing of Personal Data

This schedule shall be completed by Unsong, who will take into account the views of the Customer.

The contact details for Unsong's Data Protection Officer are: [insert possibly
Dataprotectionofficer@Unsungltd.com]

The parties agree that this schedule incorporates the terms set out at clause above and forms part of this agreement.

The parties acknowledge that the contents of this schedule form part of the Agreement and any Statement of Works.

Description	Details
Identity of Controller for each Category or personal Data	Unsung is the Controller and the Customer is the Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, Unsong is the Controller and the Customer is the Processor of the following Personal Data: • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Customer]
	The Customer is Controller and Unsong is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Unsong is the Processor of the following Personal Data: • [Insert the scope of Personal Data for which the purposes and means of the Processing by Unsong]
	The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Unsong staff and contractors for which Unsong is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Unsong (excluding the Supplier Personnel) engaged in the performance of Unsong's duties under the Contract) for which Unsong is the Controller, • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately

	determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) Unsong has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that Unsong cannot dictate the way in which Personal Data is processed by the Customer,
Categories of Data Subjects whose Personal Data will be transferred	The personal data transferred may concern the following categories of data subjects. • Employees including independent contractors. • Customers and clients • Suppliers
Types of Personal Data Transferred	The personal data transferred may concern the following categories of data: • Corporate customer, partner and vendor details such as name, title, telephone and mobile numbers, email address and service use history and details. • IT management details such as details of equipment data related to the services provided including technical identifiers, usernames, location, contact details, communication data, metadata and technical events related to the services including system and application logs. • Private cryptographic keys and other identifiers.
Duration of the Processing	[Insert the terms of the SOW and any possible extension]
Nature of the Processing of Personal Data	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Purpose(s) of the Processing	[where applicable]
Period for which the Personal Data will be retained	[where applicable]
Transfers to Sub-Processors	[where applicable]
Plan for the return and/or destruction of the data once the processing is complete or	