



IBEXSTONE ↗

MASTER SERVICES AGREEMENT

Website
www.ibexstone.com

Phone ↗

+ 44 20 3761 6555

Email ↗

info@ibexstone.com

Address ↗

3rd Floor 86-90 Paul Street London EC2A 4NE

MASTER SERVICES AGREEMENT

TERMS & CONDITIONS

The Provider: **Ibexstone Ltd** registered in the United Kingdom of company registration number **13612193**

1. ENGAGEMENT AND STRUCTURE

1.1 Framework Agreement: This MSA governs the overall relationship. The specific scope, Deliverables, and commercial terms for any engagement shall be set out in a Statement of Work (SOW). 1.2 Precedence: In the event of an inconsistency, the order of precedence shall be: (i) the Signed Contract/Statement of Work (SOW); (ii) the Schedules to this MSA; and (iii) the Core Terms of this MSA. 1.3 Non-Exclusivity: Nothing in this Agreement shall prevent the Provider from providing services of a similar nature to any third party.

2. PROVISION OF SERVICES

2.1 Standard of Performance: The Provider shall perform the Services with reasonable skill and care, consistent with generally accepted industry standards ("Good Industry Practice"). 2.2 Personnel: The Provider shall deploy personnel with appropriate qualifications and experience. The Provider reserves the right to substitute personnel provided that such substitution does not materially prejudice the delivery of the Services. 2.3 Timelines: All dates and milestones specified in an SOW are good-faith estimates only. Time shall not be of the essence in relation to the performance of the Services unless expressly agreed in writing.

3. CUSTOMER OBLIGATIONS AND DEPENDENCIES

3.1 Duty of Cooperation: The Customer shall provide the Provider with timely access to personnel, facilities, and "Customer Materials" (including data, documentation, and software) necessary for the performance of the Services. 3.2 Internal Authorisations: The Customer represents that it has obtained all necessary consents and licences for the Provider to use any Customer Materials. 3.3 Customer Delays: If the Provider's performance is hindered by a Customer act or omission ("Customer Default"), the Provider shall be granted an extension of time and shall be entitled to recover reasonable costs incurred as a result of such delay.

4. FINANCIAL TERMS

4.1 Fees: Fees shall be calculated on a Time & Materials (T&M) or Fixed Price basis as specified in the SOW. 4.2 Invoicing: Invoices shall be issued monthly in arrears unless otherwise specified. Payment is due within thirty (30) days of the invoice date. 4.3 Taxes: All amounts are exclusive of VAT, which shall be charged at the prevailing rate. 4.4 Late Payment: Overdue balances shall accrue interest at a rate of 4% per annum above the Bank of England base rate. The Provider reserves the right to suspend Services and access to SaaS platforms following seven (7) days' notice of non-payment.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

5.1 Background IPR: Each party retains all rights, title, and interest in IPR owned prior to the Effective Date or developed independently of this Agreement. 5.2 Foreground IPR (Deliverables): Subject to full payment of all undisputed fees, the Provider hereby assigns to the Customer all IPR in the Deliverables created specifically for the Customer, excluding any "Provider Materials." 5.3 Provider Materials: The Provider retains ownership of all pre-existing methods, templates, code libraries, and generic tools ("Provider Materials"). The Customer is granted a non-exclusive, perpetual, royalty-free licence to use such Provider Materials solely as part of the Deliverables.

6. CONFIDENTIALITY AND DATA PRIVACY

6.1 Confidentiality: Each party shall maintain the strict confidentiality of the other party's sensitive information, applying no less than a reasonable degree of care. 6.2 Data Protection: Both parties shall comply with the UK GDPR and the Data Protection Act 2018. Where the Provider processes Personal Data as a Processor, the terms of the Provider's standard Data Processing Addendum (DPA) shall apply. 6.3 Publicity: Neither party shall use the other's name or logo in marketing materials without prior written consent, save that the Provider may list the Customer as a client in private tender documents.

7. LIMITATION OF LIABILITY

7.1 Unlimited Liability: Nothing in this Agreement excludes liability for: (a) death or personal injury caused by negligence; (b) fraud

or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by law. 7.2 Exclusion of Damages: In no event shall either party be liable for any loss of profits, loss of business, depletion of goodwill, or any indirect, consequential, or special loss. 7.3 Aggregate Cap: Each party's total aggregate liability arising out of or in connection with any SOW shall be limited to 100% of the fees paid under that specific SOW in the 12-month period preceding the claim.

8. TERMINATION

8.1 Termination for Convenience: Either party may terminate this MSA upon ninety (90) days' written notice, provided no SOWs remain active. 8.2 Termination for Cause: Either party may terminate an SOW or this MSA immediately if the other party commits a material breach (unremedied within 30 days) or suffers an Insolvency Event. 8.3 Post-Termination: Upon termination, the Customer shall pay for all Services performed up to the termination date. Each party shall return or destroy the other's Confidential Information.

9. GOVERNING LAW

This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

10. SCHEDULES

See Schedule Table below

SCHEDULE A: CONSULTANCY & RECRUITMENT SERVICES

Recruitment Introductions: An "Introduction" occurs when the Provider provides a candidate's profile to the Customer. If the Customer engages that candidate (directly or indirectly) within twelve (12) months of the Introduction, an Introduction Fee is payable.

Fee Calculation: Introduction Fees are calculated as a percentage of the candidate's first-year Total Remuneration Package (TRP), as defined in the SOW.

Consultancy Deliverables: Consultancy outputs are for the Customer's internal use only. The Provider disclaims liability for any reliance placed on such outputs by third parties.

SCHEDULE B: CLINICAL SOFTWARE SAAS

Licence Grant: The Provider grants a non-exclusive, non-transferable right to access the SaaS Platform for the duration of the Subscription Term.

Clinical Safety Compliance:

DCB0129: The Provider maintains a Clinical Safety Case Report.

DCB0160: The Customer is solely responsible for conducting its own Clinical Risk Management process prior to deployment in a live clinical environment.

Medical Responsibility: The Software is a clinical decision-support tool. The final clinical responsibility for any diagnosis, treatment, or patient outcome remains solely with the qualified healthcare professional.

Service Levels (SLA): The Provider warrants a Service Availability of 99.9%. Scheduled maintenance shall occur during low-usage windows (00:00–04:00 GMT).

SCHEDULE C: SOFTWARE DEVELOPMENT SERVICES

Development Lifecycle: Development shall follow the methodology (Agile/Scrum or Waterfall) defined in the SOW.

Change Control: Any deviation from the Functional Specification requires a written Change Request. The Provider will assess the impact on cost and timeline before the change is implemented.

User Acceptance Testing (UAT):

The Customer has ten (10) business days to test Deliverables against the agreed Acceptance Criteria. Acceptance is deemed to have occurred upon: (i) written sign-off; (ii) use of the Deliverable in a production environment; or (iii) expiry of the UAT period without written notification of material defects.

Open Source: The Provider shall not integrate any "Copyleft" Open Source Software (e.g., GPL) that would require the Customer to disclose its proprietary source code without prior approval.

Warranty: The Provider warrants for a period of ninety (90) days from Acceptance that the Software will perform in all material respects in accordance with its specification.

Get Started

Phone

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