Client Organisation

Master Terms Agreement

Prepared by: DD Month YYYY

Master Terms Agreement

Parties:

(1) **CTI Digital Limited** incorporated and registered in England and Wales with company number 04884651 whose registered office is at Express Networks 2, 3 George Leigh Street, Manchester, United Kingdom, M4 5DL (**CTI**);
and

(2) **Client Organisation** incorporated and registered in England and Wales with company number 00000000 whose registered address is at Client Organisation Registered Address (**You/Your**).

Collectively referred to as the **parties** (and each individually as **'party'** where the context requires)

Background:

(A) CTI is a leading provider of digital design, development, hosting and support solutions.

(B) You wish to engage CTI to provide its services.

(C) These Master Terms set out a framework for agreeing a contract for each of CTI's services which are set out, along with key commercial terms, in a Work Package document.

(D) A contract for services is created by completing and signing a Work Package by following the process set out in Clause 2 of this agreement.

Approval:

This Master Terms Agreement dated **DD Month YYYY** is entered into by;

Name		
Signature		
Dated		
Position		
For and behalf of:	Client Organisation	CTI Digital Limited

1. Interpretation

1.1 The definitions and rules of interpretation in this Clause apply in these Master Terms and to any Work Package.

Acceptance: the acceptance or deemed acceptance of the Project Deliverables by You pursuant to Clause 5.

Agreement: means these Master Terms and a Work Package.

Backlog tasks: means those features which are set out as category 2 features in a Sprint Target List as, or Scope of Works defined in the Work Package.

Bespoke code: Any code created by CTI.

Business day: any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

Change control procedures: the procedures set out in Schedule 1.

Charges: the charges in respect of the Services set out in the Work Package, together with any charges arising from the Change Control Procedures.

Confidential information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of either party for the time being confidential to that party and trade secrets including, without limitation, technical data and know-how relating to the business of either party or any of its or suppliers, customers, agents, distributors, shareholders, management or business contacts, whether or not such information (if in anything other than oral form) is marked confidential.

Client material: the content provided to CTI by You from time to time as set out in the Work Package for incorporation into the Services, or as otherwise may be requested by CTI.

Client dependencies: the actions and content (including, but not limited to, the Client Material) required to be provided by You, as identified in the Work Package.

Data protection laws: means the Data Protection Act 2018 ("DPA") (including any successor or replacement legislation), regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and of the free movement of such data (whilst and to the extent that it is applicable in the UK) (the "GDPR") and all other privacy laws and regulations in any applicable jurisdiction.

Design and development services: the design and development of the Project Deliverables to be delivered by CTI as set out in the Work Package, including but not exclusively, website design, web application design and mobile application development, ecommerce and cms design and build.

Effective date: the date on which the last of the parties signs a Work Package or, where later, the date specified within a Work Package as the Effective Date

End user: the user to whom You may, subject to Clause 19, sub-license the Project Deliverables to.

Error: a failure of the Software when used in accordance with the Specification.

Force majeure event: an event beyond the reasonable control of either party including but not limited to strikes, lockouts or other industrial disputes (involving the workforce of any party which is related to the performance of obligations under this Agreement), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm.

Hosting services: means the services provided by CTI relating to the hosting of the Software, as set out in Clause 8 and the Work Package.

Hosted software: means the software stipulated in the Work Package for which CTI shall provide the Hosting Services for.

Hosting term: means the period of time as set out in a Work Package for which CTI shall provide the Hosting Services.

Intellectual property rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

Licensed purpose: the use by You of the Project Deliverables for any purpose, except for the supply to third parties of services similar to the Design and Development Services provided by CTI under this Agreement.

Priority tasks: means those features set out as category 1 features in a Sprint Target List.

Master terms: the terms and conditions set out in this document.

Non-CTI defects: those defects described in Clause 5.9.

Payment schedule: the payment schedule identified in the Work Package.

Production costs: any and all production costs that it is agreed in a Work Package that You shall be responsible for.

Project deliverables: the final artwork, branding, website, digital assets, mobile application, social media application including Software and other content as may be set out in the Work Package and provided as part of the Design and Development Services (excluding the Client Material).

Project manager: the individuals appointed by each party and identified in the Work Package.

Project timescale: means the timescale for delivery of the Services as attached to each Work Package.

Published content: the content provided to CTI by You from time to time for it to be published to the live public site.

Services: means the Design and Development Services and Hosting Services.

Server: the server onto which the Published Content will be loaded by CTI, to enable the Published Content to appear in the Hosted Software.

Service level document: the document setting out the levels of support and maintenance which is attached to the relevant Work Package.

Software: means any software (being an element of compiled code) that is to be designed and delivered by CTI for or to You as indicated and in accordance with a Work Package, including websites and web apps.

Specification: the specification for the Services set out in the Work Package.

Sprint: means a three or four week period of time in which CTI shall use to provide the Planning, Design and Development Services.

Sprint deliverables: means the work in progress version of the Project Deliverable to be delivered at the end of each Sprint.

Sprint forecast: The list of Priority Tasks and Backlog Tasks CTI will endeavour to incorporate into a Sprint Deliverable.

Sprint review: the completion or deemed com of the Sprint Deliverables by You pursuant to Clause 5.

Sprint backlog: is the list of Priority Tasks and Backlog Tasks to be agreed by the parties, in the Work Package, which CTI shall endeavour to incorporate into the subsequent Sprint Deliverable.
Support and Maintenance Service: the optional maintenance services in relation to Software as set out in a Work Package.

Third party materials: those third party software products set out in the Work Package.

Third party services: any service or services supplied by a third party which is used in the provision of the Services.

Work package: a completed and signed order for Services or Support and Maintenance Services in the form as provided by CTI and which incorporates these Master Terms.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Order process

2.1 Where You decide that You may require CTI to supply Services, You shall inform CTI accordingly, and shall work with CTI's allocated Project Manager to prepare a draft Specification and Work Package.

2.2 Upon both parties being satisfied that the Work Package meets their respective requirements, it shall be signed by both CTI and You, and shall become binding with regard to the Services identified in the Work Package.

2.3 If either party wishes to change a Work Package for any reason, including a change to accommodate a request made by You in accordance with clause 5.2 which cannot be incorporated into the Sprint Forecast, the parties shall apply the Change Control Procedure. CTI's assessment of Your requested changes shall be separately chargeable in accordance with the terms of the Change Control Procedure.

2.4 These Master Terms apply to the exclusion of any other terms, conditions and/or purchase orders that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Delivery of the services

3.1 CTI shall design, develop and deliver (as the case may be) the Services in accordance with the Specification, subject to these Master Terms.

3.2 Except to the extent expressly stated otherwise in a Work Package, any times and dates for performance as set out in a Project Timescale by CTI of any part of the Services or the supply by CTI of any Services are estimates only and are subject always to You delivering the Client Dependencies within the agreed timescales to the extent that CTI is dependent upon such Client Dependencies for its performance of its Services. CTI shall use reasonable endeavours to deliver the Services in accordance with a Project Timescale, subject always to You providing the Client Dependencies upon which the performance of CTI's Services depends.

3.3 All parties should respond in a 'time is of the essence' fashion to attempt in good faith to negotiate a settlement of any dispute within fifteen (15) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute following the table below:

Client Representative	CTI Representative	Response
Project Sponsor	Project Manager	2 working days
Product Owner	Account Manager	Further 3 working days
Key Stakeholder	Director	Further 5 working days
Project halted pending external mediation (CEDR)		Further 15 working days

3.4 If any dispute in relation to the Agreement cannot be resolved in accordance with clause 3.3, then the dispute may be referred by a party to the Centre for Effective Dispute Resolution ("CEDR"), the cost for which shall be borne equally by the parties involved.

3.5 Once a dispute is referred by a party to the CEDR, the parties will act in good faith and attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting a mediation.

A copy of the request shall be sent to the CEDR. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation when requested to do so, provided that the right to issue court proceedings is not prejudiced by a delay.

3.6 In the event that any dispute has not been resolved in accordance with clause 3.3 – 3.5 (inclusive), any such dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed incorporated by reference into this clause. The number of arbitrators shall be three.The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

4. Your responsibilities

4.1 You shall pay the Charges, in accordance with the Payment Schedule, in full without any setoff or deduction.

4.2 You acknowledge that CTI's ability to provide the Services is, to the extent only that it is relevant to CTI's performance, dependent upon You delivering the Client Dependencies and to Your full and timely reasonable cooperation (which You hereby agree to provide), as well as the accuracy and completeness of any and all information and data You provide to CTI. Accordingly, You shall provide CTI with access to, and use of, all information, data and documentation strictly required by CTI for the performance by CTI of its obligations under these Master Terms. Where any delay is caused by Your unreasonable failure to comply with this Clause, CTI reserves the right to invoice you for additional charges reasonably and properly incurred by CTI by reason of Your delay provided that CTI uses reasonable endeavours to mitigate such additional charges. CTI shall notify You of the additional charges promptly on becoming aware of them and shall be invoiced on the next available invoice period in the Payment Schedule and in accordance with clause 14.

4.3 You shall be responsible for the accuracy and completeness of all Client Material that forms part of the Services.

4.4 You will inform CTI promptly in writing if at any time during the provision of the Services You have reasonable grounds to believe that CTI may be proceeding on the basis of any incorrect information, data or assumption.

4.5 Where You are receiving Software, You shall satisfy Yourself that:

(a) the functionality of the Software as described in the Specification meets the needs of Your business; and

(b) the Software is ready for live operational use by You before it is so used.

4.6 You shall:

(a) co-operate fully with CTI's personnel in the diagnosis and correction of any Error;

(b) provide, at Your expense, any telecommunication facilities (including remote access to your system) reasonably required by CTI for testing and diagnostic purposes and for remote investigation of Errors

(c) copy and use any releases only in accordance with this Agreement;

(d) maintain procedures to facilitate reconstruction of any lost or altered files and data;

(e) carry out all necessary backup procedures necessary to ensure the maintenance of data integrity in the event of data loss for any reason;

(f) make available to CTI all information, facilities and services reasonably required by CTI to enable CTI to provide the Support and Maintenance Service.

5. Development and acceptance of deliverables

5.1 Where it is stated in a Work Package that You are to receive Design and Development Services as part of the Services, this Clause 5 shall apply.

5.2 The parties have agreed the initial Specification attached to the Work Package. Prior to the start of each Sprint, the parties shall agree the Sprint Forecast which shall form the basis for the Design and Development Services to be carried out by CTI during the subsequent Sprint. You acknowledge that whilst CTI will endeavour to accommodate and incorporate the Priority Tasks and Backlog Tasks You request, CTI has particular expertise and knowledge of what is possible and therefore CTI's decision in relation to the Sprint Forecast is final. Once completed, the relevant Sprint Forecast is to be attached to the Work Package.

5.3 On the last day of each Sprint, CTI shall deliver to Your Project Manager the Sprint Deliverable. CTI will use reasonable endeavours to ensure that the Sprint Deliverable will:

(a) include all Sprint Forecast tasks agreed by the parties in advance of the Sprint following which the Sprint Deliverable has been delivered; and

(b) include any Backlog Tasks agreed by the parties in advance of the Sprint following which the Sprint Deliverable has been delivered. However, You acknowledge that CTI is under no obligation to incorporate or accommodate the Backlog Tasks.

5.4 Sprint Completion shall be deemed to have taken place upon the earliest occurrence of any of the following events (Sprint Review):

(a) You providing CTI with written confirmation that the Sprint Deliverables include the Priority Tasks and have been fully completed, or completed to a level that demonstrates significant progress towards the required functionality (such confirmation not to be unreasonably withheld, conditioned or delayed);

(b) You using any part of the Sprint Deliverables in the public domain and/or for any revenue-earning purposes and/or to provide any services to third parties; or

(c) If you do not respond in writing, within 10 Business Days from the date on which CTI completes the delivery of the Sprint Deliverable, with valid and substantiated evidence that Sprint Deliverable has not been reasonably delivered in accordance with the Sprint Forecast.

5.5 In the event that Sprint Completion is not achieved in accordance with Clause 5.4, You shall identify (in sufficient detail) the element of the Sprint Deliverable which failed and the respects in which it failed in relation to the Sprint Forecast. CTI shall then use its reasonable efforts to promptly remedy such identified failure and submit a revised version of that element of the Sprint Deliverable to You for the purpose of re-running the Sprint Review in accordance with Clause 5.4.

5.6 Upon the Sprint Deliverable passing the Sprint Review in accordance with Clause 5.4 the parties shall submit to the process set out in Clauses 5.2 to 5.5 for the next Sprint.

5.7 Upon completion of the final Sprint, CTI shall submit to You the final Project Deliverable for Acceptance. Acceptance of the Project Deliverable shall be deemed to have taken place upon the earliest occurrence of any of the following events (Acceptance Tests):

(a) You providing CTI with confirmation that the Project Deliverables have been accepted (such confirmation not to be unreasonably withheld, conditioned or delayed); or

(b) You using any part of the Project Deliverables in the public domain and/or for any revenue-earning purposes and/or to provide any services to third parties; or

(c) if You do not respond in writing, within 10 Business Days from the date on which CTI completes the delivery of the Project Deliverables, with valid and substantiated evidence that the Project Deliverables have not been delivered in accordance with the Specification incorporating the Priority Tasks from the preceding Sprints.

5.8 In the event that Acceptance is not achieved in accordance with Clause 5.7, You shall identify (in sufficient detail) the element of the Project Deliverables which failed and the respects in which it failed. CTI shall then use its reasonable efforts to promptly remedy such identified failure and submit a revised version of that element of the Project Deliverables to You for the purpose of re-running the Acceptance Tests in accordance with Clause 5.7. Subject to clause 5.9, where a Project Deliverable does not pass the Acceptance Tests after reasonable efforts to promptly remedy any identified failure in accordance with clause 5.7,

5.9 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of Yours, or by one of Your subcontractors or agents for whom CTI has no responsibility (Non-CTI Defect), the Project Deliverables shall be deemed to have passed the Acceptance Tests notwithstanding such Non-CTI Defect. CTI shall provide assistance reasonably requested by You in remedying any Non-CTI Defect by supplying additional services or products. You shall pay CTI in full for all such additional services and products at CTI's then current fees and prices.

6. Scope of the software technical support and maintenance

6.1 Where the Work Package states that You will receive Support and Maintenance Services, or You have requested Support and Maintenance Services via the Change Control Procedure the following terms of Clauses 6 and 7 shall apply.

6.2 You shall pay the Charges in respect of the Support and Maintenance Service in accordance with Clause 14.

6.3 If Support and Maintenance Services are taken, it shall commence on the Effective Date of a Work Package and shall continue until cancelled in accordance with the terms of a Work Package(the “Support and Maintenance Term”).

6.4 Subject to any Service Level Document attached to the Work Package stating otherwise, the Support and Maintenance Service will be provided during normal CTI business hours, which are from 09:00 to 17:00 GMT, on Monday to Friday each week excluding public holidays in England and Wales. The Support and Maintenance Service may be made available during extended hours, weekends and public holidays, subject to an additional charge.

6.5 The Support and Maintenance Service will comprise the correction of Errors, in accordance with Clause 7.

6.6 Any modifications to the Software, whether carried out by or on behalf of CTI and whether or not made at Your request, will form part of the Software and be subject to these terms and conditions.

6.7 CTI shall be entitled to make an additional charge in accordance with its prevailing standard rates for responding to any request made by You for support services that:

(a) CTI can demonstrate to Your reasonable satisfaction were not in fact necessary;

(b) are excluded from the Support and Maintenance Service by virtue of the exclusions in Clause 7.6;

(c) are clearly addressed in any documentation provided to You by CTI; or

(d) relate to software not owned or supplied by CTI.

7. Error correction

7.1 Error reports will be made to CTI's helpdesk by Your Project Manager, or such other person approved in writing by CTI (the "Designated Contacts"). Error reports from persons other than the Designated Contacts will not be accepted.

7.2 Error reports may be made by telephone, provided that You shall as soon as reasonably practicable supply CTI by email, facsimile or first class post with a documented example of the Error. Where CTI is unable to replicate the Error, it will not be obliged to attempt to correct it until the documented example has been provided.

7.3 To assist CTI in ascertaining the cause of an Error, You shall provide all relevant information, including in particular details of material occurrences before, during and after the Error, and screen prints of any Error messages generated.

7.4 CTI shall use all reasonable endeavours to rectify reported Errors in accordance with the Work Package and the documentation referred to in the Work Package including any Service Level Document, but no warranty is given in respect of any response or fix time.

7.5 Diagnosis and rectification of Errors will usually be undertaken remotely from Your premises. In the event that it proves necessary to provide any Support and Maintenance Service at Your premises, travelling and other reasonable expenses will be chargeable.

7.6 The Support and Maintenance Service shall not include Error correction in respect of any Error where:

(a) the Error results from any modification of the Software made other than by or on behalf of CTI;

(b) any attempt to rectify the Error has been made by or on Your behalf;

(c) the Error is attributable to causes external to the Software including but not limited to failure or fluctuation of electrical supplies, hardware failures, accidents or natural disasters, or changes in Your network which have not been approved by CTI; or

(d) Your network is, in CTI's reasonable opinion overloaded or requires tuning in order to facilitate the proper functioning and performance of the Software CTI agrees that it shall promptly share any opinion it has in writing to You so that You can remedy any issues with the functioning and performance of the Software.

8. Hosting services

8.1 Where the Work Package states that You will receive the Hosting Services, the following terms of Clauses 8, 9 and 10 shall apply.

8.2 Subject to payment of the Charges in accordance with the clause 14., CTI shall perform the Hosting Services, in particular:

(a) CTI shall set up the Server(s) so that it is ready to receive the Published Content;

(b) CTI shall update the Server(s) with the Published Content provided from time to time by You; and

8.3 CTI shall use all reasonable endeavours to ensure that the Software is operational at all times, unless maintenance is scheduled which may affect the Software. CTI shall use all reasonable endeavours to notify You in advance of maintenance whenever it reasonably can.

8.4 If any failure of the Published Content to perform in accordance with Your requirement results from a defect which is caused by an act or omission of any Third Party Service provider, You, or by one of Your subcontractors or agents for whom CTI has no responsibility (Non-Host Defect), CTI shall not be deemed to be in breach of these Terms with regard to such Non-Host Defect. CTI shall provide assistance reasonably requested by You in remedying any Non-Host Defects by supplying additional services or products. If so requested, You shall pay CTI in full for all such additional services and products at CTI's then current fees and prices.

8.5 You will report any faults or errors to CTI in accordance with Clause 7.

9. Third party services and hosting services

9.1 You hereby acknowledge and accept that CTI will use Third Party Service providers in its provision of the Hosting Services.

9.2 CTI shall use all reasonable endeavours to ensure that, in relation to the Hosting Services, the Third Party Service providers abide by the terms of their agreements with CTI. Notwithstanding the above, in the event that any Third Party Service provider ceases, or is temporarily unable, to provide the required services to CTI, CTI may suspend its provision of the Hosting Services. In the event of such a suspension, CTI shall use all reasonable endeavours to secure the continuity of hosting or, where not possible, seek a suitable work-around including but not limited to seeking an alternative Third Party Service provider, but no guarantee of a resolution time is given.

9.3 In the event that, in acquiring the services of a new Third Party Service provider, CTI's costs are increased, CTI may, by giving You 3 months' notice in writing, increase the Charges in relation to the Hosting Services to reflect such increased costs. In the event that You do not accept such increases in Charges, You may terminate the Hosting Services by giving CTI 20 Business Days' notice in writing. Termination of the Hosting Services does not affect or relieve either party of their obligations in relation to any other Services to be received and provided under this Agreement.

10. Published content

10.1 You shall use reasonable endeavours to ensure that the Published Content does not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content).

10.2 You acknowledge that CTI has no control over any content placed in the Hosted Software and/or the Servers by users of the Hosted Software and do not purport to monitor the content of the Hosted Software and/or the Servers. CTI reserves the right to remove content from the Hosted Software and/or the Servers where it reasonably suspects such content is Inappropriate Content. CTI shall notify You as soon as reasonably practicable after becoming aware of any allegation that content in the Hosted Software and/or the Servers may be Inappropriate Content.

10.3 You hereby indemnify, and shall keep indemnified, CTI against all damages, losses and expenses arising as a result of any action or claim that the Published Content or any other material posted to, or linked to, the Hosted Software and/or the Servers constitutes Inappropriate Content.

10.4 CTI will implement reasonable and appropriate measures to help secure the Published Content against accidental or unlawful loss, access or disclosure.

11. Third party services and materials

11.1 If Third Party Materials and/or Third Party Services are supplied or used in the provision of the Services, You acknowledge that You may be required to enter into a third party agreement and that CTI may withhold any Services until You have confirmed in writing to CTI that You have entered in to such Third Party Licences. If requested by CTI, You shall provide CTI with a copy of any such licence that You have entered into.

11.2 You shall obtain all necessary approvals, authorisations, licences, consents and waivers necessary for CTI to use all Client Material as envisaged by this Agreement.

11.3 The provision of the Services may include the use of Third Party Services and You hereby acknowledge that the third party providing the Third Party Services may have its own policies and arrangements in respect of such Third Party Services and may also take any action independently of CTI.

12. Data protection

12.1 CTI shall comply with all the Data Protection Laws applicable to it and shall not, by any act or omission, put You in breach of any of the Data Protection Laws (insofar as such laws are applicable to You) in connection with the Agreement.

12.2 In addition and without prejudice to the provisions of Clause 12.1, where, in connection with the Agreement, CTI acts as Your data processor (as defined in the Data Protection Laws) and processes personal data (as defined in the Data Protection Laws) for and on Your behalf, CTI shall:

(a) process those personal data only on Your instructions and with Your prior written approval;

(b) implement appropriate technical and organisational measures to protect those personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

(c) shall upon Your written request, inform You of the measures CTI has taken to comply with the provisions of this clause 12.2 and will at CTI's own cost implement any further steps that are necessary for compliance with the Data Protection Laws; and

(d) provide You with full cooperation and assistance in:

(i) allowing data subjects (as defined in the Data Protection Laws) to have access to their data and/or to ensure that those data are deleted or corrected if they are incorrect (or, if You do not agree that they are incorrect, to have recorded the fact that the data subject considers the data to be incorrect); and

(ii) complying with any order, notice, assessment or other instruction of the Office of the Information Commissioner or any similar or equivalent body.

(e) take reasonable steps to ensure the reliability of any staff who may have access to your Data and ensure such staff are subject to appropriate obligations of confidentiality and at all times act in compliance with the Data Protection Laws and the obligations of this Clause 12;

(f) implement appropriate technical and organisational measures to provide you with co-operation and assistance in complying with any data subject rights (including access requests) received by, or on your behalf;

(g) not transfer and/or disclose your data to any other party without your prior written consent and unless permitted by the Data Protection Laws. For the avoidance of doubt, CTI shall enter into a written agreement with all third parties approved by you under this Clause 12 containing obligations on such third party which are no less onerous than those set out in this Clause 12;

(h) notify you immediately in writing if we become aware of any unauthorised or unlawful processing, disclosure of, or access to, your data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of your data (a Data Breach) and provide you, as soon as possible, with complete information relating to a Data Breach, including, without limitation, the nature of the Data Breach, the nature of the personal data affected, the categories and number of data subjects concerned, the number of personal data records concerned, measures taken to address the Data Breach and the possible adverse affect of the Data Breach. CTI shall take reasonable steps to restore, re-constitute and/or reconstruct any your Data which is lost, damaged, destroyed, altered or corrupted as a result of a Data Breach at an additional cost with all reasonable speed and shall provide You with all reasonable assistance in respect of any such Data Breach;

(i) on termination or expiry of the Agreement, for whatever reason, cease all use of the your data and shall, at your election, either destroy all your data or transfer all your data to you or a nominated third party (in a mutually agreed format and by a mutually agreed method); and

(j) inform you immediately of any enquiry, complaint, notice or other communication it receives from any Supervisory Authority or any individual, relating to the processing of Your personal data by CTI or any third parties appointed by CTI under Clause 12.2(g) in connection with the Services or your compliance with Data Protection Law. CTI shall provide assistance to you to enable you to respond to such enquiries, complaints, notices or other communications and to comply with the Data Protection Laws. For the avoidance of doubt, CTI shall not respond to any such

enquiry, complaint, notice or other communication without the prior written consent of you.

12.3 Without prejudice to the generality of the foregoing, CTI shall not transfer any personal data outside the European Economic Area without first:

(a) obtaining Your prior written consent; and

(b) entering into an agreement with You in which the obligations assumed by CTI are at least equivalent to those imposed upon the processor in the European Commission Standard contractual clauses.

12.4 CTI shall indemnify You and keep You fully and effectively indemnified on demand against all costs, claims, demands, expenses (including reasonable legal fees) fines and liabilities of whatsoever nature arising out of or in connection with any breach by CTI of this Clause 12.

13. Project management

Each party shall appoint a Project Manager in each Work Package who shall:

(a) be the point of contact for communicating instructions;

(c) sign off submissions and deliverables from CTI;

(d) provide professional and prompt liaison with the other party; and

(e) have the necessary expertise and authority to commit the relevant party.

14. Charges and payment

14.1 You shall pay the Charges in accordance with the dates set out in the Payment Schedule and, where appropriate, the dates set for payment as part of any Change Control Procedure. Where a Payment Schedule is absent from the Work Package, the Charges shall be paid in accordance with the following:

(a) where Design and Development Services are being received, You shall pay the relevant Charges as defined in the Work Package.

(b) where Hosting Services are being received, You will pay to CTI the Charges as defined in the Work Package.

(c) Where Support and Maintenance Services are being received, You shall pay to CTI the Charges on or in advance of the Effective Date and each anniversary of that date thereafter.

14.2 The Charges exclude all costs in relation to Production Costs, which shall be Your responsibility. CTI will quote for such costs on a case by case basis.

14.3 Upon Acceptance time shall be of the essence in respect of any dates for payments under this Agreement.

14.4 CTI shall be reimbursed by You in respect of any expenses actually and reasonably incurred, including without limitation costs of travel time, overtime, travel (including but not limited to £0.45 per mile for car travel and standard ticket rates for train travel), accommodation and subsistence. Such expenses shall be agreed in advance and paid to CTI within 20 Business Days of CTI sending proof of purchase to You.

14.5 Where CTI invoices You, CTI invoices shall be payable by You on the later of the date set out in that invoice and 20 Business Days after receipt of the invoice (Due Date).

14.6 All Charges are exclusive of VAT and any other similar taxes, duties or levies or other deductions or withholdings in countries outside the United Kingdom which taxes shall be payable at the rate and in the manner prescribed by law.

14.7 If any Charges are not fully paid by the Due Date, You shall pay to CTI interest at a rate of 4% per annum above the base rate of the Bank of England from time to time accruing daily and compounded quarterly on any amount overdue to CTI under this Agreement and calculated from the Due Date until the date payment is made (whether before or after any judgment).

14.8 Where You dispute any amount invoiced to You, You shall pay the amount not in dispute and the disputed amount shall be subject to resolution in accordance with Clause 3.

14.9 You shall pay all Charges in full without any set-offs, deductions or withholdings.

15. Warranties

15.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement.

15.2 You warrant that You shall not, and You shall ensure that the End User (if any) does not, use the Project Deliverables for any purpose other than the Licensed Purpose.

15.3 CTI shall deliver the Services with reasonable care and skill and to at least the standard that could be expected on an experienced, professional and diligent provider of digital design, development, hosting and support solutions.

15.4 CTI shall ensure that all personnel engaged by it in the performance of the Agreement are experienced and appropriately qualified for the tasks undertaken by them.

15.5 CTI shall diligently comply with Your reasonable requirements set out in a Work Package.

15.6 CTI shall perform the Services with all due skill and care and shall perform its obligations so that it does not cause any fault or interruption to Your business other than any agreed and unavoidable minor interruptions required to perform its obligations in a proper and efficient manner.

15.7 Subject to Clause 15.8, CTI warrants that the Project Deliverables will be substantially in accordance with the Specification.

15.8 In the event of a breach of the warranty under Clause 15.7 in relation to any Software, CTI shall correct any Errors or otherwise resolve such breach without delay and in any event within 60 days of notification by You of such breach.

15.9 The warranty set out in Clause 15.7 shall not apply to the extent that any failure in delivering the Project Deliverables substantially in accordance with the Specification is caused by:

(a) You amending any of the Project Deliverables without the prior written consent of CTI;

Or

(b) any delay in You performing or delivering the Client Dependencies to the extent that CTI's performance of the Project Deliverables substantially in accordance with the Specification is dependent upon timely performance by You of the Client Dependencies.

15.10 This Agreement set out the full extent of CTI's obligations in respect of the supply of each of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

16. Limitation of liability

16.1 This Clause 16 sets out the entire financial liability of CTI to You for:

(a) any breach of this Agreement; and/or

(b) any representation, statement or tortious act or omission (including negligence) arising out of, or in connection with, this Agreement.

16.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

16.3 Nothing in this Agreement shall limit or exclude the liability of CTI for:

(a) death or personal injury resulting from negligence; or

(b) any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation.

(c) any damage or liability incurred by the other party as a result of the negligent performance by CTI of its duties under this Agreement.

(d) Any indemnity given in this Agreement.

16.4 Subject to Clause 16.3, neither party shall be liable for:

(a) loss of profits;

(b) loss of goodwill and/or similar losses;

(c) loss of anticipated savings;

(d) loss of goods;

(e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

16.5 Except and subject to Clause 16.3, the entire liability of CTI to You, howsoever caused, (including breach of contract, tort, misrepresentation or breach of statutory duty), shall not exceed 125% of the Charges paid by You to CTI in the 12 months immediately preceding the event giving rise to the claim.

16.6 Nothing in the Agreement shall limit or exclude or limit Your liability for death or personal injury resulting from Your negligence or any damage arising by reason of Your fraud or fraudulent misrepresentation.

17. Intellectual property rights

17.1 All Intellectual Property Rights in the Sprint Deliverables, Project Deliverables, as well as all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials, in whatever form, including but not limited to hard copy and electronic form, prepared by CTI, arising in connection with the Services, shall be Your Intellectual Property Rights.

17.2 To the extent that any Intellectual Property Rights referred to in Clause 17.1 above do not automatically vest in You, in consideration of Your payment of the Charges in accordance with this Agreement, CTI hereby assigns all such Intellectual Property Rights to You.

17.3 You are, and will remain, the owner of the Client Materials, specifically including, but not limited to Brand / Trademarks and domain names.

17.4 CTI retain ownership of bespoke code, and shall grant You a royalty free, non-transferable, non-exclusive, irrevocable licence to use the bespoke code solely for the Licensed Purpose.

17.5 You hereby indemnify, and keep indemnified, CTI against all damages, losses and expenses arising as a result of any action or claim that the Client Materials infringe the Intellectual Property Rights of a third party or any claim that is made against CTI due to CTI complying with Your instructions.

17.6 CTI hereby indemnifies You against all damages, losses and expenses arising as a result of any action or claim that the Project Deliverables infringe any Intellectual Property Rights of a third party, other than infringements referred to in Clause 17.5.

17.7 The indemnities in Clause 17.5 and Clause 17.6 are subject to the following conditions:

(a) the indemnified party promptly notifies the indemnifier in writing of the claim;

(b) the indemnified party makes no admissions or settlements without the indemnifier's prior written consent;

(c) the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and

(d) the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim.

17.8 The indemnities in Clause 17.5 and Clause 17.6 may not be invoked to the extent that the action or claim arises out of the indemnifier compliance with any designs, specifications or instructions of the indemnified party.

18. Term and termination

18.1 A Work Package shall commence on the Effective Date and shall (subject to earlier termination pursuant to this Agreement) terminate on the later of the following, as relevant to the Services being received by You in that Work Package, and upon payment of Charges being received in full by CTI.

(a) upon Acceptance having occurred;

(b) upon the end of the Hosting Term;

(c) upon the end of the Support and Maintenance Term.

18.2 Either party may terminate this Agreement immediately at any time by written notice to the other party if:

(a) that other party commits any material breach or persistent breach (persistent breach being such breach that adversely affects the performance of the obligations under this Agreement as a whole) of its obligations under this Agreement which (if remediable) is not remedied within 20 Business Days after the service of written notice specifying the breach and requiring it to be remedied; or

(b) that other party:

(i) ceases to trade (either in whole, or as to any part or division involved in the performance of these Master Terms); or

(ii) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or

(iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;

(iv) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

(v) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

18.3 On the termination of any Work Package in accordance with Clause 18.2, all licences granted by CTI under these Master Terms shall terminate immediately.

18.4 On expiry or termination of these Master Terms otherwise than on termination by CTI pursuant to Clause 18.2, CTI shall promptly return all Client Material to You.

18.5 On expiry or termination of this agreement for any reason, You shall immediately pay any outstanding unpaid and undisputed invoices and interest due to CTI. CTI shall submit invoices for any services that it has supplied, but for which no invoice has been submitted, and You shall pay these invoices immediately on receipt to the extent such invoices are not disputed.

18.6 On expiry or termination of a Work Package, all provisions of these Master Terms shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

CTI may, without prejudice to its other rights or remedies, suspend its provision of the Services with immediate effect upon giving You written notice should You be in material breach of Your obligations under this Agreement until such time as such breach is rectified to CTI's reasonable satisfaction. The exercise by CTI of its rights in accordance with this Clause shall not affect any obligation of the Client.

19. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement (other than any obligation in relation to payment) if such delay or failure results from a Force Majeure Event and in such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations, provided that if the period of delay or non-performance continues for 90 days or more, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

20. Confidentiality

20.1 Each party acknowledges that, in the course of the Engagement, it will have access to Confidential Information. The Confidential Information is highly sensitive and highly confidential by reason of the damage that could be done to the other's business by any disclosure to or use by any third party of any such information. The parties therefore agree to accept the restrictions in this Clause 21.

20.2 Neither party shall (except in the proper course of CTI's duties) either during or at any time after the termination or expiry of this Agreement, use or disclose to any third party (and shall use best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

(a) any use or disclosure authorised by the party to whom the Confidential Information belongs or as required by law or order of a court or regulatory authority of competent jurisdiction; or

(b) any information which is already in, or comes into, the public domain otherwise than through the receiving party's unauthorised disclosure; or

(c) to any professional advisers of a party (provided that they are subject to a duty of nondisclosure)

20.3 The obligations of confidentiality in this Clause 21 shall not be affected by the expiry or termination of a Work Package.

20.4 Both parties undertake that, during the term of this Agreement and for twelve (12) months thereafter, they will not directly solicit the employment of any person who is then or has been within twelve (12) months prior thereto, an employee of either party who has facilitated performance of Services under This Agreement. The foregoing shall not apply to general solicitations or advertisements or to any business unit of Supplier that acts in good faith without knowledge of such restriction.

21. Notices

21.1 A notice given under these Master Terms shall be in the English language, and shall be sent for the notice of the Project Manager to the then registered address of the party, and shall either be delivered personally, sent by fax or email, sent by prepaid first-class post, recorded delivery or registered post, or if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.

21.2 A notice is deemed to have been received:

(a) if delivered personally, at the time of delivery; or

(b) in the case of fax or email, at the time of transmission, provided a confirmatory copy is sent by first-class prepaid post or by personal delivery before the end of the next Business Day; or

(c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or

(d) in the case of registered airmail, 5 Business Days from the date of posting.

21.3 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted

22. Publicity

22.1 Other than for the purpose of CTI, on its website and in all other media, making reference to its relationship with You (and where applicable to the end user of the Project Deliverables), which You hereby agree to using the Project Deliverables in accordance with Clause 26.2, all media releases, public announcements and public disclosures by either party relating to these Master Terms or its subject matter, including promotional or marketing material, shall be coordinated with the other party and approved jointly by the parties prior to release.

22.2 You hereby consent to CTI displaying and using the Project Deliverables on www.ctidigital.com and any other site operated of CTI.

23. Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24. Entire agreement

Except as provided in this Clause 25, neither party shall have any remedy in respect of any untrue statement (whether written or oral) made to it on which it relied in entering into these Master Terms or any Work Package (Misrepresentation), and neither party shall have any liability other than pursuant to the express terms of these Master Terms or any Work Package. Nothing in these Master Terms or in a Work Package shall exclude or limit either party's liability for any Misrepresentation made knowing that it was untrue. Each party's liability for Misrepresentation as to a fundamental matter, including as to a matter fundamental to that party's ability to perform its obligations under these Master Terms, shall be subject to the limit set out in Clause 16.

25. Third party rights

25.1 The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under these Master Terms is not subject to the consent of any person who is not a party to these Master Terms.

25.2 These Master Terms are made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

26. Variation and waiver

26.1 A variation of these Master Terms shall be in writing and signed by or on behalf of both parties to these Master Terms.

26.2 A waiver of any right under these Master Terms is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

26.3 Unless specifically provided otherwise, rights arising under these Master Terms are cumulative and do not exclude rights provided by law.

27. Severance

If any provision (or part of a provision) of these Master Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal such provision shall be severed from this Agreement and shall be of no force or effect, but the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

28. Governing law and jurisdiction

28.1 These Master Terms and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.

28.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Master Terms.

Change Control Procedure

1 The Process

1.1 Where CTI or You, during the term of a Work Package, sees the need for any change, CTI or You may at any time request such change and propose an amendment to the Work Package in accordance with the procedures set out below.

1.2 Neither CTI nor You shall unreasonably withhold its agreement to any change.

1.3 Unless CTI and You otherwise agree in writing there shall be no presumption that the obligations undertaken by either party in connection with a Work Package are in any way changed until an amendment has been effected in accordance with this procedure.

1.4 No change shall be valid unless it has been agreed in writing on behalf of CTI and You.

2 Procedures

2.1 CTI and You shall discuss changes including an estimate of the cost and time to produce a Change Control Note requested by either party and such discussion shall result in:

2.1.1 agreement not to proceed further; or

2.1.2 rejection of the request by the non-requesting party; or

2.1.3 agreement to proceed in principle.

2.2 Once agreement to proceed in principle is agreed a Change Control Note ("CCN") is drawn up by the requesting party which is submitted to the receiving party.

2.3 If the request is initiated by You, You shall submit a written request for change describing the requirements in detail.

2.4 If the request is initiated by CTI or CTI has received a written request, CTI shall submit a CCN to You within a reasonable time (agreed between the parties at the time). The CCN shall be completed in accordance with the instructions contained in item 3 below and include appropriate information as specified under item 3 below.

2.5 Where You have initiated the request, CTI shall be entitled to charge at its standard time and materials rates for reviewing that request, an initial budget for the review shall be included on the CCN.

3 CCN preparation costs

3.1 Where You have initiated the request in accordance with Paragraph 2.3,

3.1.1 CTI shall be entitled to charge for its time reviewing that request at its standard time and materials rates by prior written agreement (whether or not You decide to proceed with the change); and

3.1.2 CTI shall not be liable for any delay to the Services resulting from it considering the change; and

3.1.3 CTI shall contact You with a unique CCN number and the cost estimate for considering the CCN.

3.1.4 Unless otherwise specified in the CCN, the estimate is provided for budgeting purposes only. CTI shall contact You in the event that the estimate is likely to be exceeded and the parties shall agree how to proceed, and agreed in writing.

4 Contents of completed CCN

4.1 Each complete CCN shall contain:

4.1.1 a period of validity;

4.1.2 the title of the change;

4.1.3 the originator and the date of the request for the change;

4.1.4 the reason for the change;

4.1.5 full details of the change including any specifications and user facilities;

4.1.6 the cost on (at CTI's discretion) a fixed price or variable price basis for implementing the change;

4.1.7 any changes to the fees and a revised payment schedule, if appropriate;

4.1.8 an implementation timetable;

4.1.9 the impact, if any, of the change on other aspects of the agreement including but not limited to:

(i) the timescale of any obligations;
the Charges;

(ii) resources;

(iii) contractual issues;

(iv) the date of expiry of the CCN;

(v) provision for signature by CTI and You.

4.2 For each complete CCN submitted You will, within the period of validity of the CCN:

4.2.1 allocate a sequential number to the complete CCN, if it has not already been numbered in accordance with item 4 below;

4.2.2 evaluate the complete CCN and, as appropriate by:

(i) requesting further information; or

(ii) approving the CCN; or

(iii) notifying CTI of rejection of the CCN,

4.2.3 arrange for two (2) copies of an approved CCN to be signed on behalf of CTI and You, one copy signed by both parties to be provided to CTI, the other copy to be retained by You.

4.3 A copy of a CCN which is duly signed by both parties constitutes an agreed amendment to the Agreement.

5 Submission of partially complete CCN

5.1 In the event that, when CTI receives from You a request for a change, CTI is unable to complete a CCN without information obtained from further investigations into the viability of such change and/or without incurring significant costs in obtaining such information, CTI may submit a partially complete CCN.

5.2 A partially completed CCN shall contain, as far as it is available, the information specified under item 3 above and, in addition, CTI shall submit details of such investigations as may be required to obtain information necessary to complete the CCN, with any associated costs.

5.3 For each partially completed CCN submitted to You, You shall, within the period agreed at the time: allocate a sequential number to the CCN; and

5.3.1 evaluate the CCN as appropriate either by:

5.3.2 requesting further information or modification details of the CCN or any other information submitted; or

5.3.3 giving approval for CTI to complete the CCN by undertaking the investigation and/or testing specified in relation to it; or

5.3.4 notifying CTI of rejection of the CCN.

6 Emergency changes

6.1 In the event that CTI:

6.1.1 requires a change in order to respond to an emergency; and

6.1.2 such change would in the reasonable opinion of CTI (acting in good faith), if it was not implemented until the Change Control Procedure had been followed, have a detrimental effect on CTI's ability to meet its obligations contained in a Work Package; ("Emergency Change"). CTI may make such changes without Your prior consent.

6.1.3 CTI shall notify You as soon as practicable of such Emergency Change and shall, as soon as reasonably practicable, document and report on such Emergency Changes to You.