



Crown
Commercial
Service

RM 1557vii

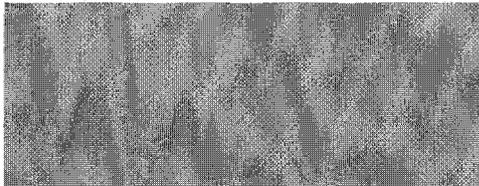
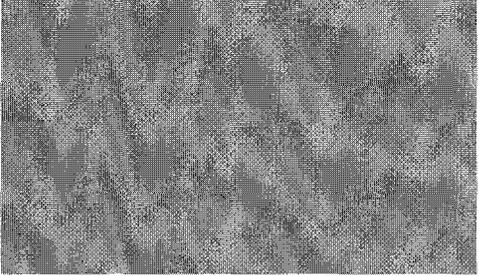
G-CLOUD 7

Call-Off Agreement and Call-Off Terms

Schedule 2: Call-Off Terms

Effective Date	05/12/2015	Order Reference	ICT12281 – London.Gov.UK
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FROM:

Customer	The Greater London Authority "Customer"
Customer's Address	City Hall, The Queen's Walk, London, SE1 2AA
Invoice Address	TfL Corporate, Accounts Payable, 1st Floor, PO Box 45276, 14 Pier Walk, London, SE10 1AJ 
Principal Contact	Duminda Baddevithana    

TO:

Supplier	CTI Digital Limited (Reg 04884651) "Supplier"
Supplier's Address	Waverley House, 7-12 Noel Street, London, W1F 8GQ
Account Manager	Name: Tim Edwards Address: 31 Dale Street, Manchester, M1 1EY 



~~PARENT COMPANY~~

~~This Call-Off Agreement is conditional upon the provision of a Guarantee to the Customer from the guarantor in respect of the Supplier.~~

Parent Company	[Company Name] "Guarantor"	
Parent Company Address	[Company Address]	
Account Manager:	Name:	[Account Manager Name]
	Address:	[Account Manager Address]
	Phone:	[Account Manager Address]
	Email:	[Account Manager email]
	Fax:	[Account Manger Fax (if applicable)]

1. TERM

1.1 Commencement Date

This Call-Off Agreement commences on: 05/12/2015

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.1 31/12/2016 or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 G-Cloud Services

1.3.2.1 Lot 1 IaaS [Services];

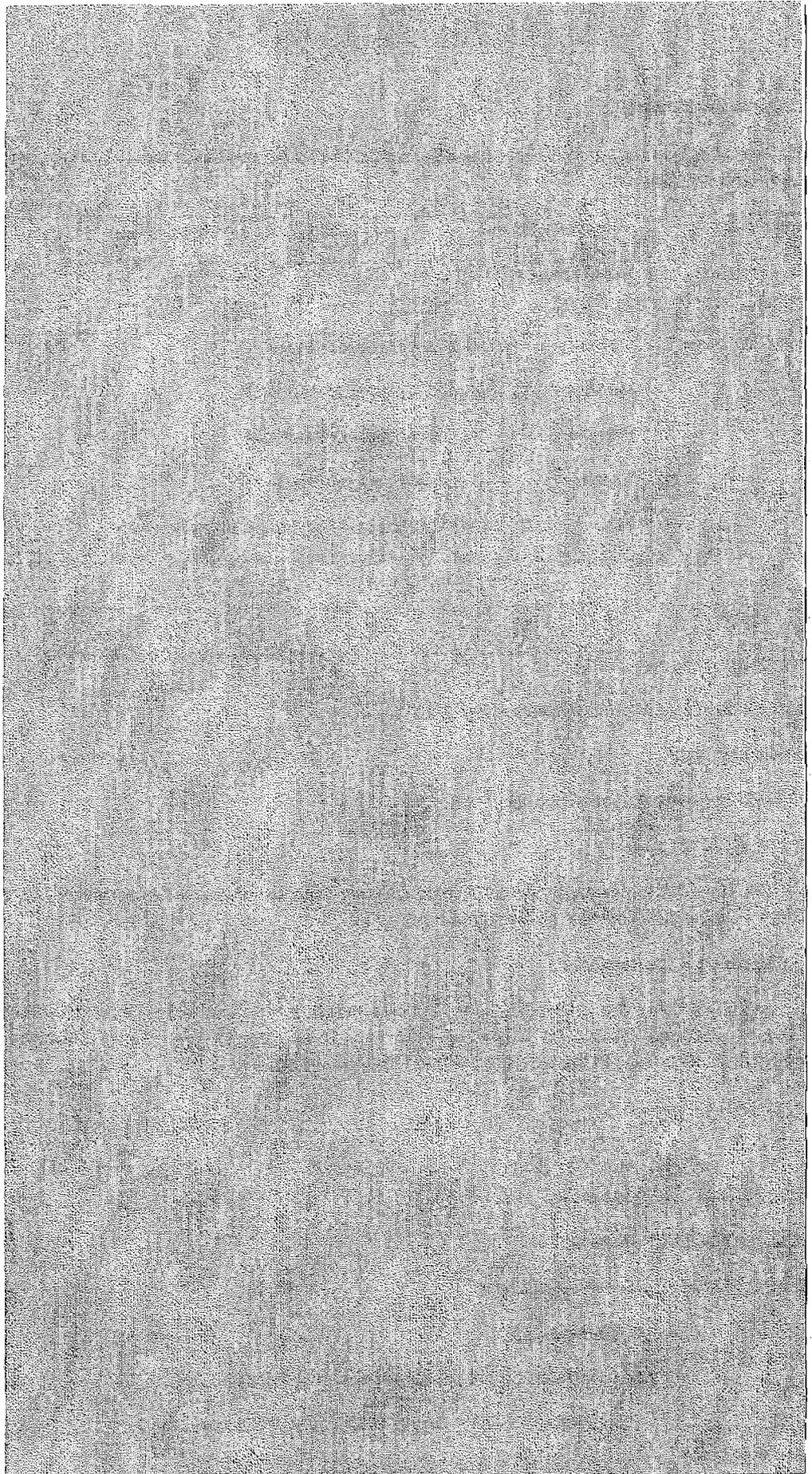
1.3.2.2 Lot 2 PaaS [Services];

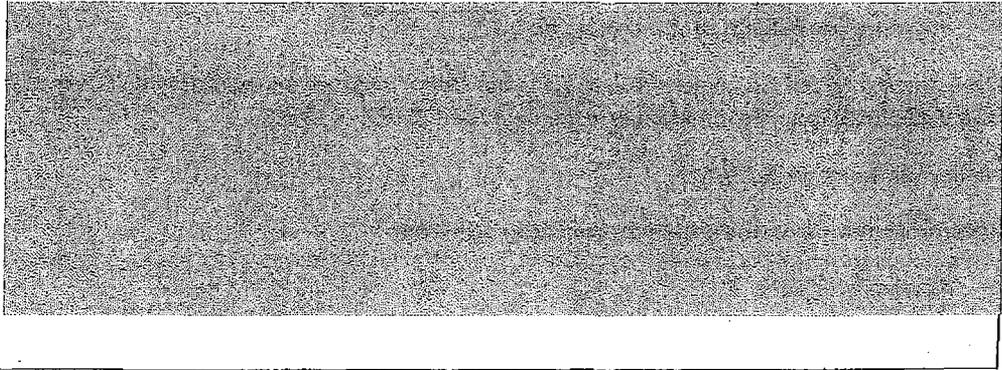
1.3.2.3 Lot 3 SaaS [Services]; and / or

1.3.2.4 Lot 4 **1. Service ID's**
Specialist G-Cloud Services 6101592591826944 – Drupal Support Services;

1.3.2.5 G-Cloud 7224036640876587 – Drupal Development Services.

Additional Services [Services]; 





2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed
At the Supplier's premises or Customer's premises as agreed in any implementation plan or statement of work from time to time.

3. STANDARDS

3.1 Quality Standards


3.2 Technical Standards


4. ONBOARDING

4.1 On-boarding
Not used

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities


5.2 Customer's equipment


6. PAYMENT

6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS

Payment shall be made by BACS.

Indicate preferred payment profile by selecting one from:

6.1.1 Monthly in arrears

~~6.1.2 [Quarterly in arrears]~~

6.2 Invoice format

The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

For Supplier - Finance director or equivalent.

For Customer - Finance director or equivalent.

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event

9. INSURANCE

9.1 Minimum Insurance Period

~~six (6) Years following the expiration or earlier termination of this Call Off Agreement~~

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested

by the Customer in writing the Supplier shall ensure that:

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of [REDACTED] or each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of [REDACTED] or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 Implementation Plan and Milestones (including dates for completion)

As per the following documents:



12.2 The Implementation Plan as at the Commencement Date is set out Schedule 1 to this Call-off Agreement ('Implementation Plan')

12.2.1 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G-Cloud Services.

12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in

each version of the Implementation Plan.

12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date.)

12.3 Service Level

Not Used

13. [COLLABORATION AGREEMENT]

~~In accordance with Clause CO-20 of this Call-off Agreement, the Customer [requires][does not require] the Supplier to enter into a Collaboration Agreement.~~

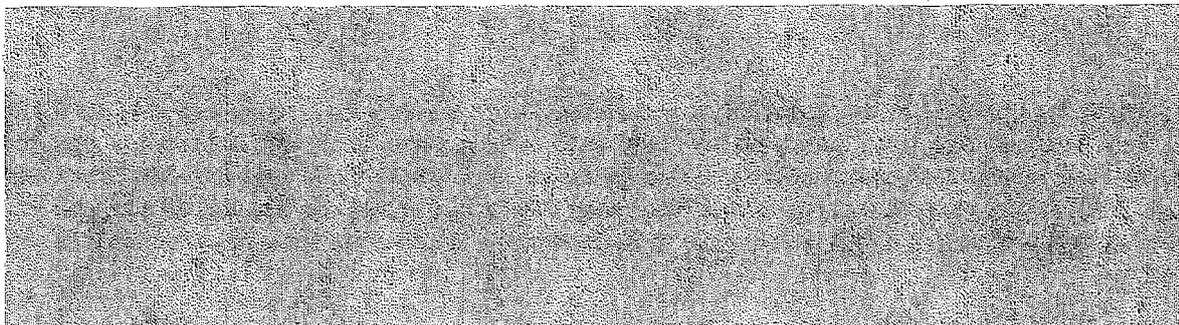
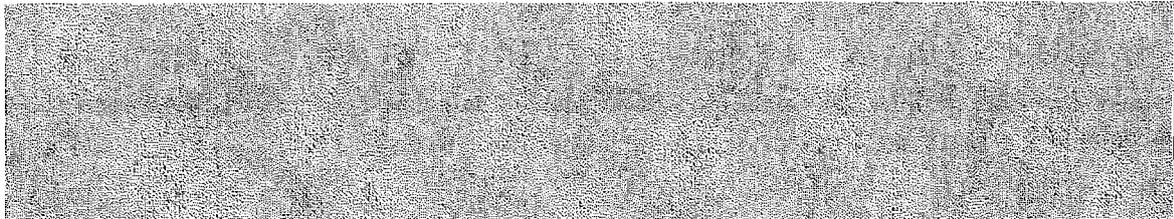
~~[The Collaboration Agreement shall be entered into on the Commencement Date.] [The Supplier shall deliver to the Customer an executed Collaboration Agreement prior to the Call Off Agreement Commencement Date].]~~

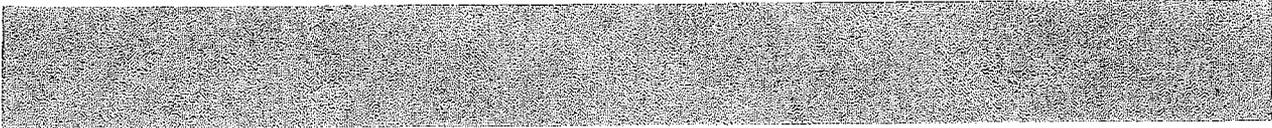
~~14. [Alternative Clauses (select from Schedule 10: Alternative Clauses)]~~

~~[]~~

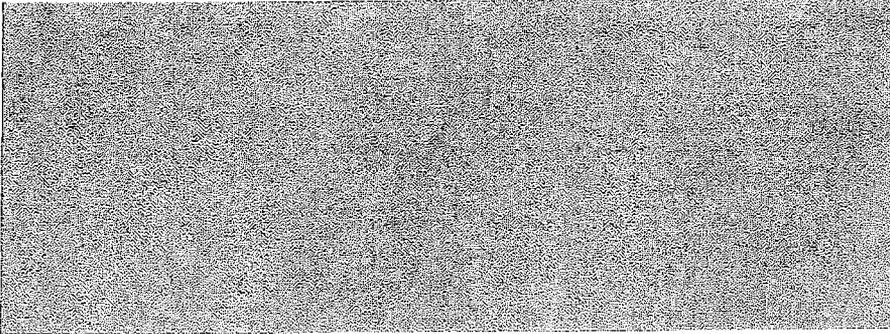
BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

For and on behalf of the Supplier:





Schedule 1 – Implementation Plan



G-CLOUD SERVICES CALL-OFF TERMS

THE GREATER LONDON AUTHORITY

- and -

CTI DIGITAL LIMITED (REG 04884651)

relating to

the provision of G-Cloud Services.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 5 day of December 2015

BETWEEN

(1) THE GREATER LONDON AUTHORITY of City Hall, The Queen's Walk, London, SE1 2AA (the "Customer"); and

(2) CTI DIGITAL LIMITED, a company registered in England and Wales under company number 04884651 and whose registered office is at Waverley House, 7-12 Noel Street, London, W1F 8GQ (the "Supplier").

IT IS AGREED AS FOLLOWS:

CO-1 OVERRIDING PROVISIONS

CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's Terms as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.

CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2);

CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);

CO-1.2.3 the completed Order Form;

CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);

CO-1.2.5 the Supplier's Terms as set out in the Framework Schedule 1 (G-Cloud Services);
and

CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.

CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions in this Call-Off Agreement is as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

CO-2.1 If the Supplier breaches

CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,

CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement

CO-2.1.3 the Customer may terminate this Call-Off Agreement.

CO-2.2 The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

CO-3 PROTECTION OF INFORMATION

CO-3.1 The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.

- CO-3.2 The Supplier shall and shall procure that Supplier's Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Call-Off Agreement.
- CO-3.3 To the extent that the Supplier is Processing the Order Personal Data the Supplier shall:
- CO-3.3.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Order Personal Data (and to guard against unauthorised or unlawful Processing of the Order Personal Data and against accidental loss or destruction of, or damage to, the Order Personal Data; and
 - CO-3.3.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - CO-3.3.3 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause; and
 - CO-3.3.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA.
- CO-3.4 To the extent that the Supplier Processes Service Personal Data the Supplier shall:
- CO-3.4.1 Process Service Personal Data only in accordance with written instructions from the Customer as set out in this Call-Off Agreement;
 - CO-3.4.2 Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the G-Cloud Services or as is required by Law or any Regulatory Body;
 - CO-3.4.3 implement appropriate technical and organisational measures to protect Service Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;
 - CO-3.4.4 take reasonable steps to ensure the reliability of any Supplier Staff who have access to Service Personal Data;
 - CO-3.4.5 ensure that all Supplier Staff required to access Service Personal Data are informed of the confidential nature of the Service Personal Data and comply with the obligations set out in this Clause;
 - CO-3.4.6 ensure that none of the Supplier Staff publish, disclose or divulge Customer's Personal Data to any third party unless necessary for the provision of the G-Cloud Services under the Call-Off Agreement and/or directed in writing to do so by the Customer;
 - CO-3.4.7 notify the Customer within five (5) Working Days if it receives:
 - CO-3.4.7.1 a request from a Data Subject to have access to Service Personal Data relating to that person; or
 - CO-3.4.7.2 a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
 - CO-3.4.8 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:
 - CO-3.4.8.1 providing the Customer with full details of the complaint or request;

CO-3.4.8.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;

CO-3.4.8.3 providing the Customer with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and

CO-3.4.8.4 providing the Customer with any information requested by the Data Subject.

CO-3.5 The Supplier shall:

CO-3.5.1 permit the Customer or the Customer's Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Customer an independent third party inspection and audit certificate in lieu of the same (unless otherwise agreed between the Parties, the option of providing a certificate in lieu shall not be available at IL3 and above) and shall comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or

CO-3.5.2 subject to Clause CO-3.6 agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in Clause CO-3.5.1 provided such selection is acceptable to the Customer or Customer Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).

CO-3.6 The Supplier Shall:

CO-3.6.1 obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the G-Cloud Services;

CO-3.6.2 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the EEA any Customer Personal Data supplied to it by the Customer without the prior written consent of the Customer. Where the Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area the Supplier shall:

CO-3.6.3 comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is so processed, stored, accessed or transferred;

CO-3.6.4 comply with any reasonable instructions notified to it by the Customer and either:

CO-3.6.5 incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

CO-3.7 The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.

CO-3.8 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Customer Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed

directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

CO-4 CONFIDENTIALITY

CO-4.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:

CO-4.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

CO-4.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Call-Off Agreement.

CO-4.2 The Supplier may only disclose the Customer's Confidential Information to the Supplier Staff who are directly involved in the provision of the G-Cloud Services and who need to know the information, and shall ensure that such Supplier Staff are aware of and shall comply with these obligations as to confidentiality.

CO-4.3 The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Call-Off Agreement.

CO-4.4 The provisions of Clauses CO-4.1 shall not apply to the extent that:

CO-4.4.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause CO-7 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause CO-6 (Freedom of Information);

CO-4.4.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

CO-4.4.3 such information was obtained from a third party without obligation of confidentiality;

CO-4.4.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Agreement; or

CO-4.4.5 it is independently developed without access to the other Party's Confidential Information.

CO-4.5 Nothing in this Call-Off Agreement shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause FW-8 (Provision of Management Information) of the Framework Agreement):

CO-4.5.1 for the purpose of the examination and certification of the Customer's accounts;

CO-4.5.2 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;

CO-4.5.3 to any Crown body or any Other Contracting Body. All Crown bodies or Contracting Bodies receiving such Supplier's Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body; or

CO-4.5.4 to any consultant, contractor or other person engaged by the Customer (on the basis that the information shall be held by such consultant, contractor or other person in

confidence and is not to be disclosed to any third party) or any person conducting a Cabinet Office or ERG Gateway review or any additional assurance programme.

- CO-4.6 In the event that the Supplier fails to comply with Clauses CO-4.1 to Clause CO-4.4, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by notice in writing.
- CO-4.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Call-Off Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- CO-4.8 The Supplier will immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Call-Off Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses CO-4.1 to Clause CO-4.4. The Supplier will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
- CO-4.9 Subject always to Clause CO-11.4 the Supplier shall, at all times during and after the Call-Off Agreement Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against the Customer arising from any breach of the Supplier's obligations under the DPA or this Clause CO-4 (Confidentiality) except and to the extent that such liabilities have resulted directly from the Customer's instructions.

CO-5 CUSTOMER DATA

- CO-5.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- CO-5.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer.
- CO-5.3 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Supplier security policy.

STATUTORY OBLIGATIONS AND REGULATIONS

CO-6 FREEDOM OF INFORMATION

- CO-6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- CO-6.2 The Supplier shall:
 - CO-6.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - CO-6.2.2 provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - CO-6.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for

compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- CO-6.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Supplier's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- CO-6.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- CO-6.5 The Supplier acknowledges that the Customer may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Supplier or the G-Cloud Services:
 - CO-6.5.1 in certain circumstances without consulting the Supplier; or
 - CO-6.5.2 following consultation with the Supplier and having taken its views into account;

provided always that where Clause CO-6.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
 - CO-6.5.3 The Supplier acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this Clause CO-6.

CO-7 TRANSPARENCY

- CO-7.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Call-Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- CO-7.2 Notwithstanding any other term of this Call-Off Agreement, the Supplier hereby gives its consent for the Customer to publish this Call-Off Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Call-Off Agreement, to the general public.
- CO-7.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- CO-7.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call-Off Agreement.

CO-8 OFFICIAL SECRETS ACTS

- CO-8.1 The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:
 - CO-8.1.1 the Official Secrets Act 1911 to 1989; and
 - CO-8.1.2 Section 182 of the Finance Act 1989.
- CO-8.2 In the event that the Supplier or the Supplier Staff fails to comply with this Clause the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by giving notice in writing to the Supplier.

CO-9 TERM AND TERMINATION

CO-9.1 This Call-Off Agreement shall take effect on the Effective Date and shall expire on:

CO-9.1.1 the date specified in paragraph 1.2 of the Order Form; or

CO-9.1.2 twenty four (24) Months after the Effective Date, whichever is the earlier, unless terminated earlier pursuant to this Clause CO-9.

CO-9.2 Termination without Cause

CO-9.2.1 The Customer shall have the right to terminate this Call-Off Agreement at any time by giving the length of written notice to the Supplier as set out in paragraph 10.2 of the Order Form.

CO-9.3 Termination on Change of Control

CO-9.3.1 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Call-Off Agreement by notice in writing with immediate effect within six (6) Months of:

CO-9.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

CO-9.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where a written approval was granted prior to the Change of Control.

CO-9.3.2 For the purposes of Clause CO-9.3.1, any transfer of shares or of any interest in shares by its affiliate company where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

CO-9.4 Termination by Supplier

CO-9.4.1 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay and allow the Customer five (5) calendar days to settle undisputed invoice. If the Customer fails to pay such undisputed sums within allotted additional 5 calendar days, the Supplier may terminate this Call-Off Agreement subject to giving the length of notice as specified in paragraph 10.1 of the Order Form.

CO-9.5 Termination on Insolvency

CO-9.5.1 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing where the Supplier:

CO-9.5.1.1 being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, and:

CO-9.5.1.2 shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction; or

CO-9.5.1.3 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or

CO-9.5.1.4 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

CO-9.5.1.5 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

CO-9.5.2 being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Supplier or its Parent Company), or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

CO-9.6 Termination on Material Breach

CO-9.6.1 The Customer may terminate this Call-Off Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a Material Breach of any obligation under this Call-Off Agreement and if:

CO-9.6.1.1 the Supplier has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Customer) of written notice to the Supplier specifying the Material Breach and requiring its remedy; or

CO-9.6.1.2 the Material Breach is not, in the opinion of the Customer capable of remedy.

CO-9.7 Termination for repeated Default

CO-9.7.1 If there are two or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Customer considers that the Supplier has committed a repeated Default in relation to this Call-Off Agreement or any part thereof (including any part of the G-Cloud Services) and believes that the Default is remediable, then the Customer shall be entitled to serve a notice on the Supplier:

CO-9.7.1.1 specifying that it is a formal warning notice;

CO-9.7.1.2 giving reasonable details of the breach; and

CO-9.7.1.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Call-Off Agreement or that part of the G-Cloud Services affected by such breach.

CO-9.7.2 If, thirty (30) Working Days after service of a formal warning notice as described in Clause CO-9.7. the Supplier has failed to demonstrate to the satisfaction of the Customer that the breach specified has not continued or recurred and that the Supplier has put in place measures to ensure that such breach does not recur, then

the Customer may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause CO-9.6.1.2.

CO-9.8 The termination (howsoever arising) or expiry of this Call-Off Agreement pursuant to this Clause 9 shall be without prejudice to any rights of either the Customer or the Supplier that shall have accrued before the date of such termination or expiry.

CO-9.9 Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Call-Off Agreement.

CO-10 CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

CO-10.1 Where a Customer has the right to terminate a Call-Off Agreement, it may elect to suspend this Call-Off Agreement and its performance.

CO-10.2 Notwithstanding the service of a notice to terminate this Call-Off Agreement or any part thereof, the Supplier shall continue to provide the Ordered G-Cloud Services until the date of expiry or termination (howsoever arising) of this Call-Off Agreement (or any part thereof) or such other date as required under this Clause CO-10.

CO-10.3 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Call-Off Agreement, the Supplier shall return (or make available) to the Customer:

CO-10.3.1 any data (including (if any) Customer Data), Customer Personal Data and Customer Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse the Supplier's pre-agreed and reasonable data conversion expenses), together with all training manuals, access keys and other related documentation, and any other information and all copies thereof owned by the Customer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Schedule FW-5, or such period as is necessary for such compliance (after which time the data must be deleted); and

CO-10.3.2 any sums prepaid in respect of Ordered G-Cloud Services not provided by the date of expiry or termination (howsoever arising) of this Call-Off Agreement.

CO-10.4 The Customer and the Supplier shall comply with the exit and service transfer arrangements as per the Supplier's terms and conditions identified in Framework Schedule 1 (G-Cloud Services).

CO-10.5 Subject to Clause CO-11 (Liability), where the Customer terminates this Call-Off Agreement under Clause CO-9.2 (Termination without Cause), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call-Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause CO-9.2 (Termination without Cause).

CO-11 LIABILITY

CO-11.1 Nothing in this Clause CO-11 shall affect a Party's general duty to mitigate its loss.

CO-11.2 Nothing in this Call-Off Agreement shall be construed to limit or exclude either Party's liability for:

CO-11.2.1 death or personal injury caused by its negligence or that of its staff;

CO-11.2.2 bribery, Fraud or fraudulent misrepresentation by it or that of its staff;

CO-11.2.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

CO-11.2.4 any other matter which, by Law, may not be excluded or limited.

CO-11.3 Nothing in this Call-Off Agreement shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Call-Off Agreement or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

CO-11.4 Subject always to Clause CO-11.2, the aggregate liability of either Party under or in connection with each Year of this Call-Off Agreement (whether expressed as an indemnity or otherwise):

CO-11.4.1 for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to the Customer Personal Data or Customer Data) of the other Party, shall be subject to the financial limits set out in paragraph 8.1 of the Order Form;

CO-11.4.2 and in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall not exceed a sum equivalent to the financial limit set out in paragraph 8.3 of the Order Form .

CO-11.5 Subject always to Clause CO-11.4 the Customer shall have the right to recover as a direct loss:

CO-11.5.1 any additional operational and/or administrative expenses arising from the Supplier's Default;

CO-11.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and

CO-11.5.3 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.

CO-11.6 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Call-Off Agreement.

CO-11.7 Subject to Clauses CO-11.2 and Clause CO-11.5, in no event shall either Party be liable to the other for any:

CO-11.7.1 loss of profits;

CO-11.7.2 loss of business;

CO-11.7.3 loss of revenue;

CO-11.7.4 loss of or damage to goodwill;

CO-11.7.5 loss of savings (whether anticipated or otherwise); and/or

CO-11.7.6 any indirect, special or consequential loss or damage.

CO-11.8 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall be subject to the financial limits set out in paragraph 8.2 of the Order Form.

CO-12 INSURANCE

CO-12.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Call-Off Agreement, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in the relevant paragraph of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Call-Off Agreement Period and for the minimum insurance period as set out in paragraph 9 of the Order Form.

CO-12.2 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement.

CO-13 PAYMENT, VAT AND CALL-OFF AGREEMENT CHARGES

CO-13.1 In consideration of the Supplier's performance of its obligations under this Call-Off Agreement, the Customer shall pay the Charges in accordance with the Clause CO-13.2 to CO-13.8.

CO-13.2 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraph 6 of the Order Form.

CO-13.3 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

CO-13.4 Where the Supplier enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.

CO-13.5 The Supplier shall add VAT to the Charges at the prevailing rate as applicable.

CO-13.6 The Supplier shall fully indemnify the Customer on demand and keep the Customer fully indemnified on a continuing basis against any liability, including without limitation against any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause CO-13.6 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

CO-13.7 The Supplier shall not suspend the supply of the G-Cloud Services unless the Supplier is entitled to terminate this Call-Off Agreement under Clause CO-9.4 for Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

CO-13.8 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause CO-13 of this Call-Off Agreement and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

CO-13.9 The Supplier shall accept the Government Procurement Card as a means of payment for the G-Cloud Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

CO-14 GUARANTEE

CO-14.1 Where the Customer has specified in the Order Form that this Call-Off Agreement shall be conditional upon receipt of a Guarantee from the guarantor, the Supplier shall deliver to the Customer an executed Guarantee from the guarantor, on or prior to the Commencement Date; and deliver to the Customer a certified copy of the passed resolution and/or board minutes of the guarantor approving the execution of the Guarantee.

CO-15 FORCE MAJEURE

CO-15.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Agreement to the extent that such delay or failure is a result of Force Majeure.

CO-15.2 Notwithstanding Clause CO-15.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.

CO-16 TRANSFER AND SUB-CONTRACTING

CO-16.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of this Call-Off Agreement or any part of it without the Customer's prior written approval which shall not be unreasonably withheld or delayed. Sub-Contracting any part of this Call-Off Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Call-Off Agreement.

CO-16.2 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

CO-16.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Agreement or any part thereof to:

CO-16.3.1 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

CO-16.3.2 any private sector body which substantially performs the functions of the Customer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Call-Off Agreement.

CO-17 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

CO-17.1 A person who is not party to this Call-Off Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Call-Off Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

CO-18 LAW & JURISDICTION

CO-18.1 This Call-Off Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice to the dispute resolution procedures set out in Clause FW-14 or CO-22 (Dispute Resolution) each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

CO-19 ADDITIONAL G-CLOUD SERVICES

CO-19.1 The Customer may require the Supplier to provide the Additional G-Cloud Services. The Supplier acknowledges that the Customer is not obliged to take any Additional G-Cloud Services from the Supplier and that there is nothing preventing the Customer from receiving services that are the same as or similar to the Additional G-Cloud Services from any third party.

CO-19.2 The Supplier shall provide Additional G-Cloud Services in accordance with any relevant Implementation Plan(s) and the Supplier shall monitor the performance of such Additional G-Cloud Services against the Implementation Plan(s).

CO-20 COLLABORATION AGREEMENT

CO-20.1 Where the Customer has specified in paragraph 13 of the Order Form that the Customer requires the Supplier to enter into a Collaboration Agreement, [the Supplier shall deliver to the Customer an executed Collaboration Agreement [Collaboration Agreement must be executed between the Parties], on or prior to the Commencement Date].

CO-20.2 In addition to its obligations under any Collaboration Agreement, the Supplier shall:

CO-20.2.1 work pro-actively with each of the Customer's contractors in a spirit of trust and mutual confidence;

CO-20.2.2 in addition to its obligations under the Collaboration Agreement the Supplier shall cooperate with the Customer's contractors of other services to enable the efficient operation of the ICT services; and

CO-20.2.3 assist in sharing information with the Customer's contractors for the purposes of facilitating adequate provision of the G-Cloud Services and/or Additional G-Cloud Services.

CO-21 VARIATION PROCEDURE

CO-21.1 The Customer may request in writing a variation to this Call-Off Agreement provided that such variation does not amount to a material change of the Framework Agreement and/or this Call-Off Agreement and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

CO-21.2 The Supplier shall notify the Customer immediately in writing of any changes proposed or in contemplation in relation to G-Cloud Services or their delivery by submitting Variation request. For the avoidance of doubt such changes would include any changes within the Supplier's supply chain.

CO-21.3 In the event that:

- (a) Either Party is unable to agree (agreement shall not be unreasonably withheld or delayed) to or provide the Variation;
- (b) the Customer may:
 - (i) agree to continue to perform its obligations under this Call-Off Agreement without the Variation; or
 - (ii) terminate this Call-Off Agreement by giving thirty (30) written days notice to the Supplier.

CO-22 DISPUTE RESOLUTION

CO-22.1 The Customer and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Call-Off Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Customer Representative and the Supplier Representative.

CO-22.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation unless the Customer considers that the dispute is not suitable for resolution by mediation.

CO-22.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

CO-22.4 The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and

the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Call-Off Agreement at all times.

Suppliers Terms and Conditions

This Master Terms Agreement is dated ddth Month 2015

Parties:

(1) CTI Digital Limited incorporated and registered in England and Wales with company number 04884651 whose registered office is at Waverley House, 7-12 Noel Street, London, W1F 8GQ (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 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 these Master Terms.
- (E) The terms within this document are superseded by that of G-Cloud Framework agreement and relevant call-off order.

Agreed terms

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.

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.

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.

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 CTI including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of CTI or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Hosting Services: means the optional hosting services to be provided by CTI as set out in a Work Package for the Hosted Software.

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, sprint 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 purpose for which You may use any Project Deliverables created by CTI in the delivery of the Services, as set out in the Work Package.

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.

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

Server: the server onto which the Hosted Content will be loaded by CTI, to enable the Hosted 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, or on behalf of, CTI, including but not limited to, any software, including websites and web apps.

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

Sprint: means a two or three 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 Acceptance: the acceptance or deemed acceptance of the Sprint Deliverables by You pursuant to Clause 5.

Sprint Target List: 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.

Hosted Content: the content provided to CTI by You from time to time for to be hosted under the Hosting Services to appear in the Hosted Software.

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 5.2 which can not be incorporated into the Sprint Target List, 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 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. CTI shall use reasonable endeavours to deliver the Services in accordance with a Project Timescale, subject always to Your compliance with these Master Terms.

3.3 All parties should should respond in a 'time is of the essence' fashion to attempt in good faith to negotiate a settle 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 from notification
Product Owner	Account Manager	further 3 working days
Key Stakeholder	Director	further 5 working days
Project halted pending agreed resolution.		15 working days from notification

4. Your responsibilities

- 4.1 You shall pay the Charges, in accordance with the Payment Schedule, in full without any set-off or deduction.
- 4.2 You acknowledge that CTI's ability to provide the Services is dependent upon You delivering the Client Dependencies and to Your full and timely co-operation (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 reasonably required by CTI for the performance by CTI of its obligations under these Master Terms. Where any delay is caused by Your failure to comply with this Clause, CTI reserves the right to invoice you for additional charges which you hereby agree to pay.
- 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 Target List 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 final Sprint Target List is final. Once completed, the relevant Sprint Target List 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 undertakes that the Sprint Deliverable will:
- (a) include all Priority Tasks agreed by the parties in advance of the Sprint following which the Sprint Deliverable has been delivered; and

- (b) endeavour to 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 Acceptance shall be deemed to have taken place upon the earliest occurrence of any of the following events (Sprint Acceptance Tests):
 - (a) You providing CTI with confirmation that the Sprint Deliverables include the Priority Tasks and have been accepted (such confirmation not to be unreasonably withheld, conditioned or delayed); or
 - (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 5 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 delivered in accordance with the Priority Tasks set out in the preceding Sprint Target List.
- 5.5 In the event that Sprint Acceptance 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 Priority Tasks. CTI shall then use its reasonable efforts to 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 Acceptance Tests in accordance with Clause 5.4.
- 5.6 Upon the Sprint Deliverable passing the Sprint Acceptance Tests 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 5 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 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.
- 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 is taken, it shall commence on the Effective Date of a Work Package and shall continue until cancelled by You on not less than ninety (90) days prior written notice to expire on the anniversary of the payment date in accordance with Clause 6.2 (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 dis-

asters, or changes in Your network; 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.

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 Your timely payment of the Charges in accordance with the Payment Schedule, CTI shall perform the Hosting Services, in particular:

- (a) CTI shall set up the Server(s) so that it is ready to receive the Hosted Content;
- (b) CTI shall update the Server(s) with the Hosted 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 Hosted 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 its reasonable endeavours to 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 shall have the right to increase the Charges in relation to the Hosting Services. 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. Hosted Content

10.1 You shall ensure that the Hosted 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 if it becomes 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 Hosted 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 Hosted 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 in to.

11.2 You shall obtain all necessary approvals, authorisations, licences, consents and waivers necessary for CTI to use all Client Content 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 warrants that, to the extent it processes any Personal Data on Your behalf:

- (a) it shall act only on instructions from You; and
- (b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, and shall take all reasonable steps to ensure that any third party involved with the delivery of the Services observes the same.

12.2 In this Clause, Personal Data has the meaning given in the Data Protection Act 1998.

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;
- (b) be the point of contact for receiving Sprint Deliverables and Project Deliverables;
- (c) sign off submissions 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 £0.50 per mile for car travel and standard ticket rates for train travel), accommodation and subsistence. Such expenses shall be agreed in advance if applicable 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 date set out in that 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 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.
 - 15.4 Subject to Clause 15.5, CTI warrants that the Project Deliverables will be substantially in accordance with the Specification.
 - 15.5 The sole remedy for breach of the warranty under Clause 15.4 in relation to any Software shall be correction of Errors by CTI within a reasonable time from notification by You of the Error that constitutes such breach.
 - 15.6 The warranty set out in Clause 15.4 and 15.5 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.
 - 15.7 This Agreement set out the full extent of CTI's obligations and liabilities 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 Agreement shall be null and void, and of no effect, if:
 - (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.
- 16.4 Subject to Clause 16.3, CTI shall not be liable for:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of goodwill and/or similar losses;
 - (d) loss of anticipated savings;
 - (e) loss of goods;
 - (f) loss of contract;
 - (g) loss of use;
 - (h) loss of, or corruption of, data or information or software; or
 - (i) 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.
- 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 the property of CTI.
 - 17.2 Subject to Acceptance having occurred, and to CTI having received the Charges in full, CTI shall grant You a royalty free, non-transferable, non-exclusive, irrevocable licence to use the Project Deliverables, solely for the Licensed Purpose.
 - 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 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.
 - 17.5 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 17.4.
 - 17.6 The indemnities in Clause 17.4 and Clause 17.5 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.

17.7 The indemnities in Clause 17.4 and Clause 17.5 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 (including, but not limited to, the licence granted in Clause 17.2 and the right for You to sub-license in Clause 19) 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 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.

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.

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

19. Sub-licensing

Subject to Acceptance having occurred, and to CTI having received the Charges in full, and You not being in breach of this Agreement, You shall have the right to sub-license the Project Deliverables to the End User (if any is identified in the Work Package) for the Licensed Purpose only, provided that:

- (a) prior to sub-licensing the use of the Project Deliverables, You ensure You have a formal written contract with the End User which:
 - (i) prohibits any further sub-licensing by the End User; and
 - (ii) contains terms and conditions which are the same as or equivalent to the terms and conditions of these Master Terms which impose obligations and/or restrictions on the End User relevant to the sub-license, except that it shall provide for automatic termination upon the termination of any Work Package by CTI under Clause 21.2;
- (b) all sub-licences granted shall terminate should CTI terminate any Work Package in accordance with Clause 18.2;
- (c) You shall be liable for all acts and omissions of any End User and You hereby indemnify and keep indemnified CTI against all costs, expenses, claims, loss or damage incurred or suffered by CTI, or for which CTI may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any End User, including, but not limited to the End User using the Project Deliverables other than for the Licensed Purpose; and
- (d) if requested by CTI, any End User shall first enter into a supplemental agreement direct with CTI in a form satisfactory to CTI.

20. 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 events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 180 days or more, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

21. Confidentiality

- 21.1 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.
- 21.2 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
 - (b) any information which is already in, or comes into, the public domain otherwise than through the receiving party's unauthorised disclosure.

termination of a Work Package.

21.4 Both parties that, during the term of this Agreement and for twelve (12) months thereafter, 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.

22. Notices

22.1 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 e-mail, 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.

22.2 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 e-mail, 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.

22.3 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

23. Publicity

- 23.1 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.
- 23.2 You hereby consent to CTI displaying and using the Project Deliverables on www.ctidigital.com and any other site operated of CTI.

24. Assignment

- 24.1 You may not assign or transfer any of Your rights or obligations under this Agreement without the prior written consent of CTI, such consent not to be unreasonably withheld or delayed.
- 24.2 CTI may assign or transfer the rights and obligations under this Agreement, subject to CTI notifying You in writing of the assignment or transfer.

25. 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.

26. Third party rights

- 26.1 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.
- 26.2 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.

27. Variation and waiver

- 27.1 A variation of these Master Terms shall be in writing and signed by or on behalf of both parties to these Master Terms.
- 27.2 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.
- 27.3 Unless specifically provided otherwise, rights arising under these Master Terms are cumulative and do not exclude rights provided by law.

28. 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, 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

29. Governing law and jurisdiction

- 29.1 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.
- 29.2 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 to 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, 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.

Approval

This Master Terms Agreement dated ddTH Month 2015 is entered into by;

Name	Name	Name
Signature		
Dated	ddth Month 2015	ddth Month 2015
Position	Position	Position
For and behalf of;	Client Organisation	CTI Digital Limited