

The Customer's attention is particularly drawn to the provisions of **clause 10**.

1 INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day:	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Charges:	the charges payable by the Customer for the supply of the Services in accordance with clause 5, as detailed in the Statement of Work or approved Quote and clause 6.
Commencement Date:	has the meaning set out in clause 2.4.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 13.8.
Confidential Information:	any information relating to or disclosed in the course of the performance of this Contract, including any information, idea, technology, know-how, inventions, algorithms, data, process, technique, program, computer software, computer code and related documents, work-in-progress, future development, engineering, present or future products, costs, sales, customers, profits, employees, key personnel, pricing policies, operational methods, technical processes, opportunities, markets, and other business affairs and methods and related information, manufacturing, marketing, business, technical, strategic, research, operating, financial, or personnel matters, whether in oral, written, graphic or electronic form.
Contract:	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, the Supplier's quotation (as accepted by the Customer) and, where applicable, the agreed Statement of Work.
Customer:	the person or firm who purchases Services from the Supplier.
Customer Materials:	has the meaning set out in clause 4A.1.6.
Deliverables:	the deliverables set out in the Statement of Work or approved Quote produced by the Supplier for the Customer.
Hosting Provider:	a third-party provider of website hosting services.
Intellectual Property Rights:	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Services:	the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Statement of Work or approved Quote and including any digital based services such as web design and development, content management systems, email

	marketing, social media branding, search engine optimisation work, hosting etc.
Statement of Work:	means a document signed by the parties for the provision of the Services in the form as set out at Schedule 1.
Supplier:	Miramar Communications Limited registered in England and Wales with company number 06546290.
Supplier Materials:	has the meaning set out in clause 4.1.6.

1.2 Construction. In these Conditions, the following rules apply:

- 1.2.1** a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2** a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3** a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4** any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5** a reference to writing or written includes faxes and e-mails.

2 BASIS OF CONTRACT

- 2.1** Where the parties agree to document their engagement formally, they shall do so in a Statement of Work as set out in Schedule 1. For engagements where the Customer approves a Quote in writing (including by email), the approved Quote shall constitute the agreed scope of Services and shall incorporate these Conditions.
- 2.2** A Statement of Work is deemed to incorporate the terms of these Conditions unless specifically agreed to otherwise.
- 2.3** Where a Statement of Work is used, it shall specify (as applicable) the scope of the Services, the project schedule, key milestones, acceptance criteria and payment schedule.
- 2.4** The Statement of Work shall be deemed to be accepted when signed by both parties, at which point and on which date the Contract shall come into existence (**Commencement Date**). Where no Statement of Work is used, the Contract shall come into existence on the date the Customer provides written approval (including by email) of the Supplier's Quote.
- 2.5** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, assurance, warranty or representation made or given by or on behalf of the Supplier (whether made innocently or negligently) which is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 2.6** Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are

issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

- 2.7** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- 2.8** Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.9** If twelve (12) months lapses from the previous occasion that the Supplier has provided Services to the Customer on a particular project (but not due to the Supplier's fault or a Force Majeure Event (as defined in clause 13.1)), the Customer acknowledges and agrees that the supply of Services shall be deemed completed in respect of such particular project, and any outstanding monies shall be paid in full to the Supplier.

3 SUPPLY OF SERVICES

- 3.1** The Supplier shall supply the Services to the Customer in accordance with the Statement of Work or approved Quote in all material respects.
- 3.2** The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Statement of Work or approved Quote, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3** The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in advance in any such event.
- 3.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5** Any warranties that may apply to Deliverables shall not extend beyond the final sign-off by the Customer of such Deliverables (which shall denote final acceptance) and the Supplier shall invoice the Customer for any outstanding sums due. If the Customer wishes to extend a warranty period for a Deliverable it shall request that the Supplier enters into a support and maintenance agreement, such terms to be agreed by the parties.
- 3.6** The Supplier shall not reference or publish the Customer or any of the Deliverables without the prior written consent of the Customer and for the purposes of this clause, reference or publish shall mean words or images in any media including on social media platforms (including Facebook, X (formerly Twitter), LinkedIn, Instagram and other platforms as may be relevant from time to time), blogs, or other means of self-publication.

4 CUSTOMER'S OBLIGATIONS

- 4.1** The Customer shall:
 - 4.1.1** ensure that the terms of the Statement of Work or approved Quote and any information it provides are complete and accurate;
 - 4.1.2** co-operate with the Supplier in all matters relating to the Services;
 - 4.1.3** provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier in the provision of the Services;

- 4.1.4** provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 4.1.5** obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - 4.1.6** keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 4.2** If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 4.2.1** the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 4.2.2** the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3** Subject to clause 10, the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4A SUPPLIER OBLIGATIONS

4A.1 The Supplier shall:

- 4A.1.1** ensure that the terms of its quotation and any information it provides in a Statement of Work or approved Quote are complete and accurate;
- 4A.1.2** ensure that the Services and Deliverables will conform in all respects with the Statement of Work or approved Quote, and that the Deliverables shall be materially complying with the specification;
- 4A.1.3** perform the Services with reasonable skill, care and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 4A.1.4** co-operate with the Customer in all matters relating to the Services, and comply with the Customer's reasonable instructions as incorporated in the Statement of Work or approved Quote;
- 4A.1.5** obtain and maintain all necessary licences, permissions and consents which are required by the Customer to use the Services;
- 4A.1.6** keep and maintain all materials, equipment, documents and other property of the Customer (Customer Materials) at the Supplier's premises in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;
- 4A.1.7** ensure that it complies at all times with all laws, directives and regulations which are applicable to the Supplier's provision of the Services;
- 4A.1.8** appoint the key personnel in respect of the Services to be performed under a Contract, such key personnel as identified in the Statement of Work or approved

Quote. The Supplier shall use reasonable endeavours to ensure that the same key personnel performs the Services throughout the Contract, but may replace any key personnel from time to time where reasonably necessary in the interests of the Supplier's business; and

- 4A.1.9** use reasonable endeavours to meet any timescales and/or key milestones as specified in the Statement of Work or approved Quote, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence under the Contract.
- 4A.2** If the Customer's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Supplier or failure by the Supplier to perform any relevant obligation (Supplier Default):
- 4A.2.1** the Customer shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Supplier remedies the Supplier Default, and to rely on the Supplier Default to relieve it from the performance of any of its obligations to the extent the Supplier Default prevents or delays the Customer's performance of any of its obligations; and
- 4A.2.2** the Customer shall not be liable for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this clause 4A.
- 4A.3** The Supplier will ensure that the Services and Deliverables comply with any specifications in the Statement of Work or approved Quote for a maximum time period of three (3) months. In the event that the Customer reports that some part of the Services and or Deliverables is not functioning correctly then the Supplier will investigate this and take corrective action at no expense to the Customer. For correcting performance actions after three (3) months, the Customer will be charged.
- 4A.4** If the Customer identifies a material defect in the Deliverables which is solely attributable to the Supplier's default, the Supplier shall, at its own expense and as the Customer's sole and exclusive remedy, use all reasonable endeavours to rectify the defect within a reasonable period (not to exceed 3 months from the date of written notification).
- 4A.4.1** If the Supplier fails to rectify the material defect within the period specified in clause 4A.4, the Customer may, at its option:
- (a)** agree a further reasonable extension of time for the Supplier to affect the rectification; or
 - (b)** request a pro-rata refund or credit of the Charges paid for the specific defective element of the Deliverables.
- 4A.4.2** In no circumstances shall the Supplier be liable for the costs of any third party engaged by the Customer to rectify defects, unless such engagement and the associated costs were agreed in writing and in advance by the Supplier.
- 4A.4.3** The Supplier shall have no liability for defects arising from:
- (i)** Customer Materials;
 - (ii)** unauthorised modifications by the Customer or a third party;
 - (iii)** use of the Deliverables outside of the agreed specification; or
 - (iv)** issues caused by third-party software updates or hosting environments not managed by the Supplier.
- 4A.5** If the Customer reports an issue which relates to a matter that falls within the Statement of Work or approved Quote then the Supplier will investigate this and email the Customer a report and, if appropriate, a price to carry out the extra work involved to resolve the issue. If the Customer reports an issue which relates to a matter that falls outside of the Statement of Work or approved Quote, such work shall be charged at the Supplier's

prevailing standard hourly rates. All additional work must be authorised by the Customer in writing (email to suffice) before work commences. The Supplier reserves the right to review and update these rates annually.

4A.6 To the extent that the Services involve the development or maintenance of a website or digital application, and unless otherwise agreed in writing, the Supplier shall:

4A.6.1 develop the project using several open-source languages and frameworks. The Supplier's standard development stack is HTML5, CSS3, JavaScript, PHP, and MySQL; and

4A.6.2 endeavour to develop the project using responsive development techniques which allow the webpage to be optimised for viewing on different sized screens, including tablet and mobile.

4A.7 Where the Deliverables include a new or redesigned website, such website shall be developed in line with current best practice for search engine optimisation (SEO). The Supplier shall use reasonable endeavours to ensure that:

4A.7.1 the website is technically SEO-compliant;

4A.7.2 all metadata for social sharing is included where available; and

4A.7.3 301 redirects from any previously existing website pages are created to point to the new relevant webpages. The content will be inserted into the website using standard H1 to H6 tags, taken from the Supplier's copywriters (where such services are included in the Charges) or provided by the Customer and reviewed by the Supplier for SEO compliance. PPC campaigns are available upon request and shall be charged at the Supplier's prevailing standard hourly rates.

4A.8 The Supplier shall ensure that all Deliverables are optimised for and compatible with the latest, stable, public release versions of the following major web browsers: Google Chrome, Apple Safari, Mozilla Firefox, and Microsoft Edge.

4A.8.1 For the avoidance of doubt, the Supplier does not support or guarantee compatibility with Microsoft Internet Explorer (all versions).

4A.8.2 Compatibility with older "legacy" versions of supported browsers (those more than two major versions behind the current release) or other niche browsers is not included within the Charges unless expressly agreed in the Statement of Work or approved Quote.

5 CHARGES AND PAYMENT

5.1 The Supplier shall invoice the Customer in accordance with the Statement of Work or approved Quote.

5.2 The Customer shall pay each undisputed invoice submitted by the Supplier:

5.2.1 within 30 days of the date of the invoice; and

5.2.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.3 All amounts payable by the Customer under the Contract include any required third party licence fees and are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 5.4** Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current Bank of England base rate. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.
- 5.5** The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 5.6** In the event of any invoice being disputed, the Customer shall notify the Supplier within twenty (20) days of the date of the invoice and the parties shall use reasonable endeavours to resolve the dispute within fourteen (14) days of such notification. The Customer shall pay any undisputed amount in accordance with clause 5.2.1.
- 5.7** The parties agree that from time to time, the Customer may make payments in advance to the Supplier for Charges due under multiple Statements of Work or approved Quotes entered into or to be entered into under the Contract. The parties shall agree the amount payable in advance and such payment shall be made to the Supplier's bank account as notified in writing to the Customer. The following terms shall apply to any payment made in advance:
- 5.7.1** the Supplier shall be entitled to offset any payment made in advance against the amount of an invoice due by the Customer to the Supplier under this Contract;
- 5.7.2** all interest accruing on any payment in advance held by the Supplier shall belong to the Supplier;
- 5.7.3** any payment in advance received by the Supplier shall be held for a period of 12 months. If not utilised under the Contract within 12 months from the date of receipt of the payment in advance by the Supplier, such payment in advance or part thereof, if applicable, shall expire and the Supplier shall be entitled to such payment; and
- 5.7.4** the Supplier shall provide the Customer with 3 months' written notice before the expiry of the 12-month period referred to in clause 5.7.3 above.

6 HOSTING AND MAINTENANCE

- 6.1** The provisions of this Section 6 shall only apply where the Statement of Work or approved Quote explicitly includes "Managed Hosting" or "Website Maintenance" within the scope of the Charges.

6.2 Supplier's Obligations

- 6.2.1** The Supplier shall provide managed hosting services via a third-party Hosting Provider. The specific performance standards and response times for these services are governed by the Service Level Agreement (SLA), which is formally incorporated into this Contract by reference (<https://www.miramar-group.co.uk/policies/website-maintenance-sla.pdf>).
- 6.2.2** The Supplier shall use reasonable endeavours to act as the primary technical liaison between the Customer and the Hosting Provider. While the Supplier will facilitate the reporting and tracking of infrastructure-level issues during Business Hours, the Customer acknowledges that the actual response and resolution times for infrastructure, hardware, or network-level faults are governed by the Hosting

Provider's own service levels and are outside of the Supplier's direct control. The Supplier shall not be held in breach of this Contract for any delays or failures directly attributable to the Hosting Provider's performance.

- 6.2.3** The Supplier shall apply security patches and minor CMS updates to the website as released by the developers.

6.3 Hosting Provider Infrastructure & Backups

- 6.3.1** The Customer acknowledges that hosting infrastructure and associated services are provided by a third party (the "Hosting Provider").

- 6.3.2** Daily automated backups of the website files and databases are performed by the Hosting Provider as part of the infrastructure service. For the avoidance of doubt, the Supplier does not perform these backups and is not responsible for the physical execution, success, or data integrity of the Hosting Provider's backup routines.

- 6.3.3** The Supplier is not liable for hardware failures, data centre outages, or connectivity issues caused by the Hosting Provider.

6.4 Customer's Obligations

- 6.4.1** The Customer shall be responsible for paying the monthly, quarterly or annual Charges in accordance with the payment terms set out in the Statement of Work or approved Quote.

- 6.4.2** The Customer shall notify the Supplier of any suspected service interruptions or bugs via the Supplier's designated support channel as notified to the Customer during the project onboarding process.

7 DATA RETENTION, ARCHIVING AND DISPOSAL

- 7.1** The Supplier shall retain all final project files for the duration of the active Customer relationship.

- 7.1.1** To ensure security and cost-efficiency, project files older than twenty-four (24) months from the date of project completion may be moved to an "Immutable Archive" (Off-site Cold Storage).

- 7.1.2** The Customer acknowledges that retrieving data from the Immutable Archive may require up to 48 hours to restore to an active production environment.

- 7.2** Notwithstanding Clause 7.1, RAW video footage is subject to a specific lifecycle:

- 7.2.1** The Supplier shall retain RAW video footage for a maximum of twelve (12) months following project completion. During this time, footage may be held in Cold Storage.

- 7.2.2** At any time during the Retention Period, the Customer may request a transfer of RAW footage, subject to a fixed Administration Fee of £250 and the provision by the Customer of a suitable high-speed cloud destination or physical hardware.

- 7.2.3** Upon expiry of the 12-month period defined in Clause 7.2.1, the Supplier shall provide one final written notice to the Customer. If the Customer does not instruct and pay for a transfer within 14 days, the Supplier is hereby authorised to permanently delete all RAW footage associated with that project.

- 7.3** In the event that no new projects are commissioned for a period exceeding six (6) years from the last project completion date, the Supplier shall be entitled to assume the relationship has concluded. At this point, the Supplier is authorised to permanently and securely delete all associated data without further notice or liability.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1** Subject to the payment of the Charges by the Customer, the Supplier hereby assigns to the Customer all existing and future Intellectual Property Rights arising in the Deliverables or from the Services to the Customer and agrees to promptly execute all documents and do all acts as may, in the opinion of the Customer, be necessary to give effect to this clause.
- 8.2** The Customer grants to the Supplier a non-exclusive, royalty-free non-transferable licence to use the Deliverables for the term of this Contract solely as necessary to provide the Services to the Customer.
- 8.3** The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a perpetual written license from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer. The Supplier shall obtain perpetual licences in respect of any and all third party Intellectual Property Rights and shall immediately notify the Customer in the event such licences are not granted which impacts the Customer's receipt or use of the Services.
- 8.4** All Supplier Materials are the exclusive property of the Supplier and the Supplier grants to the Customer a perpetual, non-exclusive, royalty-free, transferable licence to use the Supplier Materials solely as necessary to make use of the Services.
- 8.5** The Customer and its licensors shall retain ownership of all Intellectual Property in the Customer Materials and the Customer grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use the Customer Materials for the term of this Contract solely as necessary to provide the Services to the Customer.
- 8.6** The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.
- 8.7** The Customer shall keep the Supplier indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Customer Materials.
- 8.8** The Customer acknowledges that certain Deliverables may contain elements generated by Artificial Intelligence ("AI Elements"). Notwithstanding Clause 8.1, the Supplier makes no warranty or representation regarding the copyrightability or registerability of any such AI Elements. The Supplier shall, upon request, identify which specific components of a Deliverable were generated using AI tools.
- 8.9** The Customer may, at its sole discretion, provide written notice to the Supplier (an "AI Opt-Out Notice") requesting that no AI tools be utilised in the performance of a specific Statement of Work or project. Upon receipt of such notice, the Supplier shall:
- 8.9.1** ensure that all Deliverables for that project are created solely through human agency;
 - 8.9.2** cease the processing of Customer Materials through any AI sub-processors listed in Schedule 2; and
 - 8.9.3** notify the Customer if such a restriction will materially impact the project timelines or Charges previously agreed in the Statement of Work or approved Quote.

9 CONFIDENTIALITY

- 9.1** Each party undertakes that it shall not at any time during this agreement, and for a period of eighteen (18) months after termination of this Contract, disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.
- 9.2** Each party may disclose the other party's confidential information:
- 9.2.1** to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.2; and
 - 9.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 9.4** This clause 9 shall survive termination of the Contract.
- 9.5** For the purposes of efficiency and innovation, the Supplier may utilise AI tools to process Confidential Information, provided that such tools are "Enterprise" or "Private" tiers where the provider is contractually prohibited from using the Customer's data to train its foundational models. Use of "Public" or "Free" AI tiers for Customer Confidential Information is strictly prohibited.

10 LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 10.1** Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 10.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 10.1.2** fraud or fraudulent misrepresentation; or
 - 10.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.
- 10.2** Subject to clause 10.1:
- 10.2.1** each party shall under no circumstances whatever be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 10.2.2** each party's total liability to the other party in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price to be paid by the Customer under the Contract.
- 10.3** Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 10.4** Subject to clause 10, the Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer in relation to any personal injury, data or security breach resulting from an act or omission of the Supplier.
- 10.4.1** Notwithstanding any other provision, the Supplier shall not be liable for any data loss, security breach, or service interruption caused by an act, omission, or failure of a third-party sub-processor provided that the Supplier has exercised reasonable care in the selection of such sub-processor.
- 10.4.2** The Supplier shall have no liability for any “global” or “platform-wide” outages, security vulnerabilities, or hardware failures inherent to third-party infrastructure that are beyond the Supplier’s direct technical control.
- 10.4.3** Where the Supplier utilises AI to generate drafts or data analysis, the Supplier shall ensure a “Human-in-the-Loop” review process is performed before final delivery. However, the Supplier shall not be liable for any “Hallucinations” that remain in a final Deliverable if the Customer has provided final sign-off on the content as per Clause 3.5.
- 10.5** This clause 10 shall survive termination of the Contract.

11 TERMINATION

- 11.1** Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 11.1.1** the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
- 11.1.2** the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 11.1.3** the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.4** a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.1.5** a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 11.1.6** an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- 11.1.7** a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 11.1.8** a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

- 11.1.9** any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.2 to clause 11.1.8 (inclusive); or
- 11.1.10** the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 11.2** Without limiting its other rights or remedies, the Supplier may terminate or suspend all further works under the Contract by providing fourteen (14) days' written notice to the Customer if the Customer fails to pay any undisputed amount due under this Contract on the due date for payment.
- 11.3** Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party one month's written notice.
- 11.4** Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract if the Customer becomes subject to any of the events listed in clause 11.1.2 to clause 11.1.10, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.5** Without affecting any other right or remedy available to it, the Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier:
 - 11.5.1** commits a breach of clauses 4A.1.7, 9 or 12A.1; or
 - 11.5.2** fails to obtain the third party licences referred to in clause 8.3.

12 CONSEQUENCES OF TERMINATION

- 12.1** On termination of the Contract for any reason except where the Customer terminates the Contract pursuant to clauses 11.1 or 11.5:
 - 12.1.1** the Customer shall, within 14 days of the date of termination, pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 12.1.2** the Customer shall return all of the Supplier Materials and the Supplier shall return all of the Customer Materials and any Deliverables which have not been paid for;
 - 12.1.3** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 12.1.4** clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 12.2** On termination of the Contract by the Supplier pursuant to clause 11.3 the Supplier shall, within 14 days of the date of termination, refund to the Customer any sums paid in advance to the Supplier for Services which have not been supplied.

12A DATA PROTECTION AND DATA SECURITY

- 12A.1** The parties shall adhere to Schedule 2 (Data Protection).

13 GENERAL

13.1 Force majeure:

- 13.1.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of a party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier 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.
- 13.1.2** Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 13.1.3** If the Force Majeure Event prevents the Supplier from providing any of the Services for more than one week, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

13.2 Assignment and subcontracting:

- 13.2.1** Subject to the Customer's prior written consent (not to be unreasonably withheld or delayed), the Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract.
- 13.2.2** The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract except to a successor in ownership of all or substantially all of the assets of the Customer.

13.3 Notices:

- 13.3.1** Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- 13.3.2** Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9:00 am on the Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.3.3** This clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails, with the specific exception of maintenance window notifications, system restart requests, the authorisation of additional work or charges as contemplated in Clause 4A.5, and general operational communications. For the avoidance of doubt, e-mail shall not be a valid medium for the service of formal notices relating to the termination of the Contract or any notice of legal proceedings, which must be served in accordance with the physical delivery methods set out in Clause 13.3.1.

13.4 Waiver:

- 13.4.1** A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.5 Severance:

13.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Customer and the Supplier.

13.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 2 – DATA PROTECTION

When used in this Schedule 2 the following definitions apply.

Data Controller:	has the meaning set out in the Data Protection Laws.
Data Protection Laws:	means any and all applicable laws relating to the processing of personal data and privacy, including: the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended or as they form part of UK law); and the General Data Protection Regulation (EU) 2016/679 (where applicable).
Data Subject:	an individual who is the subject of Personal Data.
GDPR:	means the UK GDPR and/or the EU GDPR (as applicable to the context of the processing).
Personal Data, Processing and process:	have the meanings set out in the Data Protection Laws.

Part A

- 1.1** With respect to the parties' rights and obligations under this Contract, the parties agree that the Supplier is a Processor and that the Customer is a Data Controller in respect of Customer's Personal Data.
- 1.2** The parties have recorded certain details of the processing of Personal Data pursuant to this Contract in Part B of this Schedule 2.
- 1.3** Where the Supplier (Processor) processes any Personal Data on behalf of the Customer (Data Controller), the Processor shall:
- (i)** subject to paragraph 1.4 below, process such data and information only in accordance with the documented instructions of the Data Controller and immediately inform the Data Controller if, in its opinion, an instruction of the Data Controller infringes any Data Protection Laws;
 - (ii)** not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller's express written consent;
 - (iii)** implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of Personal Data and to ensure a level of security appropriate to the risk of the relevant processing (including the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed) and take all other measures required by Article 32 of the GDPR (where applicable);
 - (iv)** ensure that any person authorised to process Personal Data on its behalf are under an obligation to maintain the confidentiality of such Personal Data;
 - (v)** not engage a sub-processor to process such Personal Data without prior specific or general written authorisation of the Data Controller (and where the Data Controller provides any general written authorisation the

- Processor shall inform the Data Controller in advance of any changes concerning the addition or replacement of such Processor);
- (vi) ensure that any sub-processor that is engaged to process such Personal Data by the Processor is subject to data protection obligations that are the same as those applicable to the Processor under this Schedule 2;
 - (vii) remain fully responsible for the performance of this Contract in relation to those activities that are performed on its behalf by any such sub-processor in connection with such Personal Data;
 - (viii) taking into account the nature of the processing, provide reasonable assistance to the Data Controller using appropriate technical and organisational measures, insofar as possible, in connection with the fulfilment of the Data Controller's obligation to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
 - (ix) provide the Data Controller with reasonable assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the Data Controller, taking into account the nature of the processing and the information available to the Processor;
 - (x) notify the Data Controller of any security breach in connection with such Personal Data within 24 hours of such breach;
 - (xi) upon expiry or termination of this Contract, delete such Personal Data or return such Personal Data to the Data Controller at the election of the Data Controller (save to the extent required to retain such Personal Data by law or for the continued performance of all or any part of this Contract);
 - (xii) ensure that those natural persons who have access to such Personal Data under the authority of the Processor do not process such Personal Data except in accordance with the documented instructions of the Data Controller;
 - (xiii) provide the Data Controller on reasonable request with such information as the Data Controller reasonably requires to demonstrate the Processor's compliance with this Schedule 2; and
 - (xiv) allow the Data Controller (or its appointed third party auditor) on reasonable notice to audit compliance with this Schedule 2 (including by way of physical inspection).
- 1.4** A list of sub-processors used by the Processor and Supplier in providing the Services is set out in Part C.
- 1.5** The Processor may process personal data otherwise than in accordance with the Data Controller's documented instructions only to the limited extent required by the Data Protection Laws, provided that, in such circumstances, the Processor shall inform the Data Controller of the relevant legal requirement prior to such processing, unless prohibited by applicable law (including on any grounds of important public interest).

Part B – Data Processing activities undertaken under this Agreement

Category	Detail
Categories of data subjects and brief description of data	Staff, customer, prospect, resellers, partners. In each case this may include names, emails and addresses (generally business contact details) and online behaviour analytics data.
Purposes for which the data shall be processed	Inclusion in website content; site analytics; reseller portal registration; processing within marketing automation and lead forensics tools.
The envisaged time limits for erasure of the different categories of personal data	The Supplier will access data via online tools and will not retain it beyond the duration of the project or as required by law.
Will personal data be transferred to a country outside of the EEA?	Data may be transferred to the United States and other territories used by the Processors listed in Part C. The Supplier ensures such transfers are governed by appropriate safeguards, such as the UK International Data Transfer Agreement (IDTA) or the EU/UK-US Data Privacy Framework.
General description of technical and organisational security measures	Documented privacy policy. Data encryption at rest and in transit. Documented disciplinary processes and employee training. Contracts with Processors to ensure data protection.

Part C – Sub-processors

Processor	Function	Type of Data Processed
AWS (Amazon Web Services)	Cloud hosting & infrastructure	Website data, server logs, and customer database information.
CWCS Managed Hosting	Web hosting & managed IT services	Website data, server logs, and infrastructure-level data.
Wasabi Technologies LLC	Cloud storage & data archiving	Long-term archives of website files, assets, and database backups.
Salesforce	Customer Relationship Management (CRM)	Client contact details, interaction history, and sales data.
Microsoft (Office 365)	Business productivity & communication	Emails, documents, and calendar data containing client information.
Google Analytics	Website analytics & tracking	IP addresses, website activity, and device-level metadata.
Campaign Monitor	Email marketing platform	Email addresses, marketing preferences, and engagement analytics.
Fathom Video Inc.	AI-powered meeting transcription	Call recordings and transcripts involving client communications.

Processor	Function	Type of Data Processed
ZoomInfo	B2B intelligence & data enrichment	Business contact details and firmographic data (used for data matching/enrichment).
Anthropic (Claude)	LLM / Text Generation	Business-related text prompts, campaign briefs, and draft copy.