

Master Services Agreement Terms & Conditions

Bots For That LTD is incorporated and registered in England and Wales with company number 08340221 whose registered office is at 86-90 Paul Street, London, EC2A 4NE.

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement:

Applicable Laws: all applicable laws, statutes, regulation, and codes from time to time in force.

Authorised User: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Bots-For-That Service.

Available Services: the services made available by the Supplier to its customers from time to time [as detailed on its website at <https://botsforthat.com/> from time to time].

Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from [9.00 am to 5.00 pm] on any Business Day.

Change Order: has the meaning given in clause 8.1.

Controller, processor, data subject, personal data, personal data breach, processing, and appropriate technical measures: as defined in the Data Protection Legislation.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Bots-For-That Service or facilitating the Customer's use of the Bots-For-That Service.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided or made accessible to the Supplier by the Customer, its agents, subcontractors, or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Service Order or Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to clause 5.1(c).

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Service Order or Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works (excluding the Supplier's Equipment).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off

or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Bots For That Services: the Bots-For-That-Service or Bespoke Bots-as-a-Service subscriptions provided by the Supplier to the Customer via <https://botsforthat.com/> or any other website notified to the Customer by the Supplier from time to time as more particularly described in a Service Order or Statement of Work.

Bot Recipe: ready-made Bot components, selected, configured, or customised to meet the Customers' specific operating requirements and deployed to automate specific work tasks as set out in a Service Order or Statement of Work and listed in our available Bot Recipe inventory.

Charges: the sums payable for the Works as set out in a Services Order or Statement of Work.

Software: the online software applications provided by the Supplier as part of the 'Bots For That' Services.

Service Order: an Order Form, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and related matters.

Statement of Work: a detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 1.

Supplier's Equipment: any equipment, including tools, software, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

Works: the Available Services which are provided by the Supplier under a Service Order or Statement of Work.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This agreement shall be binding on, and endure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. Commencement and duration

- 2.1 This agreement shall commence on the date when it has been signed by both of the parties and shall continue, unless terminated earlier in accordance with clause 14 (Termination), until either party gives to the other party written notice of at least [sixty] days to terminate.
- 2.2 If there are no uncompleted Service Order or Statements of Work as at the date notice to terminate is served under clause 2.1 such notice shall terminate this agreement with immediate effect.
- 2.3 The parties shall not enter into any further Service Order or Statements of Work after the date on which notice to terminate is served under clause 2.1.
- 2.4 The Customer may procure any of the Available Services by agreeing a Service Order or Statement of Work with the Supplier pursuant to clause 3.
- 2.5 The Supplier shall provide the Works from the date specified in the relevant Service Order or Statement of Work.

3. Statements of Work

- 3.1 Each Statement of Work shall be agreed in the following manner:
- (a) the Customer shall ask the Supplier to provide any or all of the Available Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Available Services requested;
 - (b) following receipt of the information requested from the Customer the Supplier shall, as soon as reasonably practicable either:
 - (i) inform the Customer that it declines to provide the requested Available Services; or
 - (ii) provide the Customer with a draft Statement of Work.
 - (c) if the Supplier provides the Customer with a draft Statement of Work pursuant to clause 3.1(b)(ii), the Supplier and the Customer shall discuss and agree that draft Statement of Work; and
 - (d) both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 The Supplier may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Supplier's daily fee rates from time to time.
- 3.3 Once a Statement of Work has been agreed and signed in accordance with clause 3.1(d), no amendment shall be made to it except in accordance with clause 8 (Change control) or clause 18 (Variation).

3.4 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. Supplier's responsibilities

4.1 The Supplier shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Service Order or Statement of Work in all material respects.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in a Service Order or Statement of Work, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.

4.3 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it under clause 5.1(d), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

5. Customer's obligations

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Works;
- (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's systems, [premises, office accommodation,] data and other facilities as required by the Supplier including any such access as is specified in a Service Order or Statement of Work;
- (c) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Service Order or Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete;
- (d) [inform the Supplier of all health and safety and security requirements that apply at any of the Customer's premises;]
- (e) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the use of all Supplier's Equipment, Customer Materials and Customer's Equipment, in all cases before the date on which the Works are to start;
- (g) comply with any additional responsibilities of the Customer as set out in the relevant Service Order or Statement of Work; and

- (h) comply with any third-party terms notified to the Customer by the Supplier in respect of the Deliverables, including any EULA.

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants, or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6. **Bots-For-That-Services and Support Services**

6.1 To the extent that the Works comprise the Bots-For-That Service, the provisions of the agreed Service Order shall apply in addition to this agreement and to the extent that there is any conflict between the two, the provisions of the Service Order shall prevail.

6.2 To the extent that the Works comprise support services, the Supplier shall provide those services in accordance with the service levels in agreed in the Service Order.

7. **Non-solicitation and employment**

Customer shall not, without the prior written consent of the Supplier, at any time from the date on which any Works commence to the expiry of twelve months after the completion of such Works, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or subcontractor of the Supplier in the provision of such Works.

8. **Change control**

8.1 Either party may propose changes to the scope or execution of the Works, but no proposed changes shall come into effect until a relevant **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Works;
- (b) the SoW Charges;
- (c) the timetable for the Works; and
- (d) any of the other terms of the relevant Service Order or Statement of Work.

8.2 If the Supplier wishes to make a change to the Works, it shall provide a draft Change Order to the Customer.

8.3 If the Customer wishes to make a change to the Works:

- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and

- (b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 8.3(a), provide a draft Change Order to the Customer.

8.4 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Service Order or Statement of Work).

8.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Customer pursuant to clause 8.3 on a time and materials basis at the Supplier's standard daily rates.

9. Charges and payment

9.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the Charges.

9.2 The Charges exclude the following, which shall be payable by the Customer monthly in arrears, following submission of an appropriate invoice:

- (a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Works; and
- (b) the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Works as such items and their cost are set out in the Service Order or Statement of Work.

9.3 The Supplier shall invoice the Customer for the Charges at the intervals specified in the Services Order or Statement of Work. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.

9.4 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.

9.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) the Supplier may suspend part or all of the Works until payment has been made in full.

9.6 All sums payable to the Supplier under this agreement:

- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

10.1 In relation to the Deliverables and subject to the provisions of clause 10.3:

- (a) the Supplier and its licensors shall retain ownership of all IPRs in the Deliverables, excluding the Customer Materials;
- (b) the Supplier grants the Customer or shall procure the direct grant to the Customer of a non-exclusive, royalty-free licence to use the Deliverables in its business.

10.2 In relation to the Customer Materials, the Customer:

- (a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and
- (b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Works to the Customer.

10.3 The Supplier shall own all Intellectual Property Rights in those outputs of the Works which are detailed in a Service Order or Statement of Works. The Customer undertakes to complete all such steps as the Supplier shall reasonably require to give effect to the provisions of this clause.

10.4 The Supplier:

- (a) warrants that the receipt, use of the Works and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third-party;
- (b) shall, subject to clause 13.6, indemnify the customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third parties Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Works and Deliverables;
- (c) shall not be in breach of the warranty at clause 10.4(a), and the Customer shall have no claim under the indemnity at clause 10.4(b) to the extent the infringement arises from:
 - (i) the use of Customer Materials in the development of, or the inclusion of the Customer Materials in, the Works or any Deliverable;
 - (ii) any modification of the Software, Works, or any Deliverable, other than by or on behalf of the Supplier; and
 - (iii) compliance with the Customer's specifications or instructions.

10.5 The Customer:

- (a) warrants that the receipt and use in the performance of this agreement by the Supplier, its agents, subcontractors, or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third-party;
- (b) warrants that, where its specifications or instructions require the Supplier to interact with third party services, or make use of third-party data or materials, it has obtained all necessary third-party consents, licences, and permissions to enable the Supplier to do so lawfully; and
- (c) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged acts or omissions which would amount to a breach of the warranties in this clause 10.5.

10.6 If either party (**Indemnifying Party**) is required to indemnify the other party (**Indemnified Party**) under this clause 10, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 10.4(b) or clause 10.5(c) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10.7 The Customer shall not unreasonably withhold or delay its consent to the Supplier:

- (a) using the Customer's name, logo and/or branding in its marketing materials;
- (b) commissioning (at the Supplier's cost) a case study of the Project (which does not name the Customer),

and shall approve references drafted by the Supplier in respect of the services that it has provided under this agreement (in each case for and in connection with PR/marketing and in press releases) provided that the Customer shall be under no obligation to approve a reference which in its reasonable opinion does not properly reflect the Supplier and/or its services.

11. Data protection

- 11.1 Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the customer is the controller, and the Supplier is the processor of personal data, details of the scope, nature, and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject being set out in the applicable Service Order or Statement of Works.
- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) without prejudice to clause 12 (Confidentiality), ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- (d) not transfer any personal data outside the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Customer, delete or return personal data and copies to the Customer on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Customer or the Customer's designated auditor of such records and information and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.5 The Customer consents to the Supplier appointing the third-party processors listed in the applicable Service Order or Statement of Works as a third-party processors of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 with each such third party processor and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 11.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time during this agreement, and for a period of [five] years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2(a).

- 12.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors, 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 agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Limitation of liability

13.1 **Background to the limits and exclusions on the Supplier's liability.** The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £500,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

13.2 **Scope of this clause.** References to liability in this clause 13 (Limitation of liability) include every kind of liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.3 **No limitations in respect of deliberate default.** Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

13.4 **No limitation of the Customer's payment obligations.** Nothing in this clause 13 shall limit the Customer's payment obligations under this agreement.

13.5 **Liabilities which cannot legally be limited.** Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.6 **Cap on the Supplier's liability.** Subject to clause 13.3 (no limitations in respect of deliberate default) and clause 13.5 (liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

- (a) for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £500,000 for any one event or series of connected events;
- (b) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 11 (Data protection) shall not exceed £500,000; and
- (c) for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed an amount equal to the Charges.

13.7 **Specific heads of excluded loss.** Subject to clause 13.3 (No limitations in respect of deliberate default), clause 13.4 (No limitation on the customer's payment obligations), and clause 13.5 (Liabilities which cannot legally be limited), this clause 13.7 specifies the types of losses that are excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

13.8 **Exclusion of statutory implied terms.** The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13.9 **No liability for claims not notified within [36] months.** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire [36] months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

14. Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of [30] days after being notified in writing to do so;

- (b) 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) 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 any of its creditors other than (being a company) 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;
- (d) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (e) 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 the other party (being a company, limited liability partnership or partnership) 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;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (g) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) 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 the other party's assets and such attachment or process is not discharged within 14 days;
- (j) 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 14.1(b) to clause 14.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than [seven] days after being notified in writing to make such payment.

15. Obligations on termination and survival

15.1 Obligations on termination or expiry

On termination or expiry of this agreement the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.

15.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. Force majeure

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident;
- (g) interruption or failure of utility service.

16.2 Provided it has complied with clause 16.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17. Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

18. Variation

Subject to clause 8 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Waiver

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

20. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. Severance

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This agreement 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.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23. No partnership or agency

23.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

25. Notices

25.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number or sent by email to the address habitually used by the receiving party in connection with this agreement.

25.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or

- (c) if sent if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 25.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

25.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25.4 A notice given under this agreement is not valid if sent by email.

26. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

27. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation provided that either party may enforce any judgement of the courts of England and Wales in the courts of any jurisdiction.

29. Bots-For-That-Service Subscription

29.1 Subject to the terms and conditions of this clause, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Bots-For-That Service during the term specified in the applicable Service Order or SoW, solely for the Customer's internal business operations.

29.2 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Bots-For-That Service shall not exceed the number of user subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any user subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Bots-For-That Service;
- (c) each Authorised User shall keep a secure password for his/her use of the Bots-For-That Service, that such password shall be changed no less frequently than [monthly] and that each Authorised User shall keep his password confidential;
- (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within [5] Business Days of the Supplier's written request at any time or times;
- (e) it shall permit the Supplier or the Supplier's designated auditor to audit the Bots-For-That Service in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this schedule. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (f) if any of the audits referred to in paragraph 29.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in paragraph 29.2(e) reveal that the Customer has underpaid the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment within [10] Business Days of the date of the relevant audit.

29.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Bots-For-That Service that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this paragraph.

29.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this schedule:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Bots-For-That Service in order to build a product or service which competes with the Bots-For-That Service; or
- (c) use the Bots-For-That Service to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Bots-For-That Service available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Bots-For-That Service, other than as provided under this paragraph 1; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

29.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Bots-For-That Service and, in the event of any such unauthorised access or use, promptly notify the Supplier.

29.6 The rights provided under this paragraph 29 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

30. Maintenance

- 30.1 The Supplier shall use commercially reasonable endeavours to make the Bots-For-That Service available as per the specific terms of service agreed with Customer, except for:
- (a) planned maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and
 - (b) unscheduled maintenance performed outside Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least [6] Business Hours' notice in advance.

31. Customer data

- 31.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Each party will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under applicable Data Protection Legislation.
- 31.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the customer is the controller, and the Supplier is the processor of personal data, details of the scope, nature, and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject being set out in the applicable Service Order or Statement of Work.
- 31.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 31.4 The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and

access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) notify the Customer without undue delay on becoming aware of a personal data breach;
- (e) ensure that all personal data accessed by the Supplier in the performance of its obligations is held temporarily for the duration and purpose of fulfilling its obligations only and then immediately and permanently deleted upon completion, and is not stored, logged or archived by the Supplier;
- (f) at the written direction of the Customer, delete or return personal data to the Customer on termination or expiry of the agreement unless required by Applicable Law to store the personal data;
- (g) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor of such records and information and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

31.5 The Customer consents to the Supplier appointing third party processors of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause with each such third-party processor and in either case which the Supplier undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

31.6 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to help restore the lost or damaged Customer Data. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

32. Third party providers

The Customer acknowledges that the Bots-For-That Service may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any

transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Bots-For-That Service.

33. Supplier's obligations

33.1 The Supplier:

- (a) does not warrant that:
 - (i) the Customer's use of the Bots-For-That Service will be uninterrupted or error-free; or
 - (ii) the Software or the Bots-For-That Service will be free from Vulnerabilities.
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Bots-For-That Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

33.2 This schedule shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this schedule.

34. Customer's obligations

- (a) The Customer shall:
- (b) provide the Supplier with:
 - (i) all necessary co-operation in relation to this schedule; and
 - (ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Bots-For-That Service, including but not limited to Customer Data, security access information and configuration services;

- (c) ensure that the Authorised Users use the Bots-For-That Service in accordance with the terms and conditions of this schedule and shall be responsible for any Authorised User's breach of this schedule;
- (d) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (e) be, to the extent permitted by law and except as otherwise expressly provided in this schedule, solely responsible for procuring, maintaining and securing its network

connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

Schedule 1 Template Statement of Work

1. Works: [LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK].
2. Start date and term: [SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK, INCLUDING ANY EVERGREEN PROVISIONS (THAT TERMINATION WILL ONLY TAKE PLACE UPON ONE PARTY GIVING AT LEAST [30] DAYS' NOTICE)].
3. Customer Materials: [LIST OUT THE CUSTOMER MATERIALS].
4. Customer's Equipment: [LIST OUT THE CUSTOMER'S EQUIPMENT].
5. Supplier's Equipment: [LIST OUT THE SUPPLIER'S EQUIPMENT].
6. Timetable: [SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].
7. Deliverables: [SET OUT ANY DELIVERABLES FOR THE WORKS, INCLUDING THIRD PARTY SOFTWARE AND ANY OUTPUTS THAT ARE TO BE OWNED BY THE CUSTOMER INCLUDING THE RPA SOLUTIONS, KNOWN AS "ROBOTS" OR "ROBOTISED PROCESSES", INCLUDING THE CODING AND LOGIC APPLIED IN BUILDING THOSE "ROBOTS"].
8. SoW Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE WORKS, INCLUDING THE SUPPLIER'S RIGHT TO INCREASE MONTHLY CHARGES BY GIVING 30 DAYS' NOTICE].
9. Personal Data: [INSERT DETAILS OF THE SCOPE, NATURE AND PURPOSE OF PROCESSING BY THE SUPPLIER, THE DURATION OF THE PROCESSING AND THE TYPES OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECT AND ANY THIRD-PARTY PROCESSORS WHO WILL HANDLE CUSTOMER PERSONAL DATA ON YOUR BEHALF, INCLUDING YOUR HOSTING SERVICES PROVIDER, IF APPLICABLE]