

MASTER TERMS – CODESTONE SOLUTIONS LIMITED

These Master Terms were published in October 2025.

1. Terms and Conditions

- 1.1. The definitions and rules of interpretation set out in Schedule 1 to these Master Terms shall apply to the Agreement.
- 1.2. Each SOW entered into between Codestone and the Client shall form a separate agreement incorporating these Master Terms together with the Schedules, Deliverable Specific Terms for the respective Deliverable(s), the DPA and the Policies (together, the **Agreement**).
- 1.3. In the event of any conflict in respect of the provisions of the Agreement and/or the documents referred to in it, the following order of priority shall prevail (in descending order of priority):
 - 1.3.1. Vendor Product Terms to the extent of the Client's use of the relevant Vendor Product;
 - 1.3.2. DPA;
 - 1.3.3. Special Terms;
 - 1.3.4. the Service Schedules of the SOW;
 - 1.3.5. the relevant Deliverable Specific Terms;
 - 1.3.6. these Master Terms; and
 - 1.3.7. the remaining terms of the SOW.
- 1.4. Subject to the order of priority between documents in clause 1.3, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.5. No terms and conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, purchase order, specification or other document shall form part of the Agreement except to the extent that Codestone otherwise agrees in writing.
- 1.6. Codestone may at its absolute discretion update versions of the documents referred to in clause 1.3 or other documents referred to in any part of the Agreement (including in each case the SOW) to reflect operational or legislative changes which affect the Services (an **"Update"**). Any such Updates will not materially or negatively impact the Deliverables provided to the Client or the Client's ability to use them under the Agreement.
- 1.7. In the event that Codestone reasonably believes an Update will materially impact the Deliverables it will give the Client 30 days written notice of such Update taking effect together with a copy of the Update or a link to a copy of the Update (**Update Notification**). The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of the Agreement from the date 30 days' after Update Notification of such revised document(s).
- 1.8. Codestone reserves the right, upon giving reasonable notice to the Client, to cease the provision, supply, or support of any Deliverable that has reached end-of-life or is no longer supported by Codestone or its third-party licensors or manufacturers. In such cases, Codestone shall use reasonable endeavours to offer a suitable alternative or replacement, subject to availability and agreement on any applicable additional terms and charges. Codestone shall not be liable for any loss or damage arising from the withdrawal of such Deliverables, provided that Codestone has complied with its obligations under this clause.

2. Delivery, Acceptance and Governance

- 2.1. Codestone will perform the Services during the Minimum Period in accordance with the terms of the Agreement.
- 2.2. Codestone shall use its commercially reasonable endeavours to meet any dates and timescales set out in the applicable SOW but any dates and timescales specified for performance of a Codestone obligation are estimates only.
- 2.3. The Deliverables may only be accessed and used by or specifically on behalf of the Client.
- 2.4. Codestone is not responsible for delivering items that are out of Scope, the responsibility of the Client or a third party responsible to the Client.
- 2.5. Subject to clause 2.6 or unless otherwise agreed, the Client will be deemed to have accepted the Deliverables on the expiry of 5 Working

Days from the date of Delivery, unless during this time the Client (acting reasonably) has by written notice to Codestone, rejected the Deliverable. In such situation, the Parties shall work together in good faith to resolve the issues within 10 Working Days. If this cannot be achieved, Clause 26 (Dispute Resolution) will apply.

- 2.6. The Client's right of rejection under Clause 2.5 above, does not apply to any Deliverables which comprise software (including but not limited to Vendor Products and/or Developed Materials), which shall be deemed accepted on installation or download, as applicable, and any issues arising shall be dealt with under the appropriate SLA. The Client acknowledges that milestone payments may be triggered upon Delivery or acceptance of Deliverables as set out in the appropriate SOW.
- 2.7. Each Party shall cooperate with the other in good faith and in a timely manner to facilitate the performance of the Services under the SOW. Without limitation, each Party shall:
 - 2.7.1. provide such information, access, assistance, and approvals as may reasonably be required by the other Party to perform its obligations under the SOW;
 - 2.7.2. respond promptly to requests, communications, and decisions necessary for the delivery of the Services;
 - 2.7.3. ensure that its personnel involved in the delivery or receipt of the Services are suitably qualified, authorised, and available as required;
 - 2.7.4. act in a manner that supports the efficient and effective delivery of the Services and resolution of any issues that may arise.
- 2.8. The Client must:
 - 2.8.1. provide contact information for key Stakeholders within 5 Working Days of the SOW Effective Date;
 - 2.8.2. procure Stakeholder availability to provide timely input, decisions, approvals, and other cooperation reasonably required for the delivery of the Services under a SOW;
 - 2.8.3. designate backup representatives for each Stakeholder category.
- 2.9. If in Codestone's reasonable opinion either (i) Customer's lack of cooperation or (ii) Stakeholder unavailability materially impacts the Supplier's ability to perform its obligations or meet agreed milestones, the Supplier shall notify the Client Project Manager in writing, identifying the nature of the issue.
- 2.10. If the issue is not resolved within 5 Working Days of such notice, Codestone shall have the right to escalate the matter to the Client's Executive Sponsor(s) for resolution. The Client shall ensure that Executive Sponsor(s) are available to engage in good faith discussions to address and resolve the issue promptly.
- 2.11. Codestone shall not be held responsible for any failure to meet Service Levels, milestones, or delivery targets where such failure is caused by a breach of Clauses 2.7 and/or 2.8. In such cases, Codestone shall be entitled to a reasonable extension of time and shall not be deemed in breach of its obligations under the SOW or these Master Terms.
- 2.12. If the non-cooperation persists and materially prevents Codestone from performing its obligations, Codestone may invoke its rights under Clause 20.9 of these Master Terms, including the right to suspend or terminate the affected Services or Deliverables.

3. Change Control Procedure

- 3.1. Any amendments, variations or other changes to a SOW shall be made in accordance with this Clause (**"Change"**). Either Party may submit a request for a Change to the other Party at any time.
- 3.2. Until such time as a Change is signed by both Parties' Authorised Person, Codestone shall continue to undertake the work as defined under a SOW and the rights and obligations of both Parties remain unchanged.
- 3.3. If the Client identifies a requirement for a Change it shall promptly inform Codestone and shall provide Codestone with all information necessary to enable Codestone to provide in writing:
 - 3.3.1. an estimate of the feasibility of the Change;

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- 3.3.2. an estimate of the impact of the Change on the remainder of the SOW or Deliverables, including its impact on any timetable or timescales; and
- 3.3.3. a revised version of the Price for the Deliverables affected by that Change (if any).
- 3.4. If Codestone wishes to suggest a Change it shall provide the Client with the details set out in Clauses 3.3.1 to 3.3.3 (inclusive).
- 3.5. Any Change which is agreed shall be recorded in writing and signed by each Party and the SOW, the Deliverables and the Price shall be deemed to have been varied accordingly.
- 3.6. Both Parties will endeavour to limit the scale and number of Changes they require to minimise the risk of Changes affecting the success of the work.
- 3.7. Neither Party shall unreasonably withhold or delay its agreement to any Change.
- 4. Relief**
- 4.1. To the maximum extent permitted by law, Codestone shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of the Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.
- 4.2. In such event, any milestones set out in the SOW shall be extended by a period equal to the duration of such delay, or as otherwise reasonably necessary to mitigate its impact.
- 4.3. The Parties shall act in good faith to agree any necessary changes to the SOW timeline and associated dependencies and all costs incurred by Codestone as a result of any of the events in Clause 4.1, shall be borne by the Client.
- 5. Subcontracting**
- 5.1. The Client confirms that Codestone may employ subcontractors without seeking the prior consent of the Client. Notwithstanding the foregoing, Codestone shall at all times be responsible for and liable in respect of the performance of all obligations under this Agreement, whether such obligations are performed by Codestone itself, or any sub-contractor engaged by Codestone and under the supervision of Codestone. For the avoidance of doubt, Codestone shall not be held liable for the actions and/or omissions of any third party or Vendor that is not its subcontractor.
- 6. Access to the Location and the Client's Systems**
- 6.1. The Client shall:
- 6.1.1. at all times, provide Codestone, its designated subcontractors and Vendors with such remote access to the Client's systems as Codestone may reasonably require to perform the Services;
- 6.1.2. upon reasonable notice and during Normal Business Hours (unless otherwise agreed between the Parties), provide Codestone with such access to the Location as may reasonably be requested by Codestone; co-operate with Codestone in all matters relating to the Deliverables, including (but not limited to) actively engaging with Codestone to enable it to progress Deliverables;
- 6.1.3. adhere to the Fair Usage Policy;
- 6.1.4. provide all information, documentation and data as Codestone may reasonably request in the execution of its obligations under this Agreement;
- 6.1.5. ensure it has suitable Licences in place for any Vendor Products required (which are not issued or procured by Codestone) to allow Codestone and its Personnel to access and use any equipment, software or data of the Client (or which is in the possession of the Client) to use the same solely for the purpose of delivering the Deliverables only for as long as is strictly necessary to deliver such Deliverables;
- 6.1.6. enable Codestone to carry out its obligations under the Agreement;
- 6.1.7. use all reasonable efforts to follow the reasonable instructions of Codestone support personnel with respect to the resolution of defects;
- 6.1.8. gather all relevant information prior to requesting assistance in respect of any defects including detailed defect description, and procedures required to replicate a problem if possible;
- 6.1.6. use the Deliverables only for lawful purposes and in accordance with the Agreement;
- 6.1.7. fully virus-check (using industry approved software) all data supplied to Codestone pursuant to the Agreement; and
- 6.1.8. carry out all Client responsibilities set out in the Agreement in a timely and efficient manner.
- 6.2. Whilst at the Location and/or in accessing the Client's systems, Codestone shall:
- 6.2.1. comply with:
- a) all Applicable Law;
- b) all applicable health and safety requirements and British Standards appropriate to the Location as notified to it by the Client in writing in advance;
- c) all reasonable safety, security and other office procedures, rules and regulations notified to it by the Client in writing in advance; and
- 6.2.2. co-operate reasonably with the Client, and any third party engaged by the Client insofar as is necessary in the provision of the Deliverables and subject to appropriate confidentiality and security obligations, to enable the Client to integrate other services, materials or equipment with the Deliverables, provided that such integration, in the opinion of Codestone, will not harm or does not pose a risk of harm to or otherwise interfere with the Deliverables. Codestone shall have the right, at its discretion, to propose reasonable Prices at Prevailing Rates for its services required in respect of such co-operation where the same is not provided for within a SOW.
- 6.3. In the event that the Client is in breach of its obligations under the Agreement (excluding payment obligations) then Codestone shall provide written notice of such breach, specifying in detail the nature of the breach and providing thirty (30) days' notice to remedy such breach if capable of remedy. If the Client fails to remedy such breach Codestone shall be entitled to terminate or suspend the Services without prejudice to any pre-existing rights and obligations of either Party. Codestone shall have no liability or responsibility should the Services fail to comply with the SOW and/or any service levels as a direct result of the Client (including without limitation any of its employees, subcontractors or any of its staff) being in breach of the Agreement.
- 6.4. For the avoidance of doubt, if Codestone suspends the Services, the Client shall remain liable to pay all Prices as though the Services had continued as agreed for the period of suspension.
- 7. Personnel, Non-Solicitation, Non-Dealing and TUPE**
- Personnel**
- 7.1. In the provision of the Services, Codestone shall utilise Codestone Personnel who are appropriately qualified and experienced.
- Non-Solicitation & Non-Dealing**
- 7.2. Throughout the duration of the Agreement and for a period of twelve (12) months after the termination of the Agreement, the Client shall not (except with the prior written consent of Codestone) directly or indirectly:
- 7.2.1. solicit or induce (or attempt to solicit or induce) from Codestone, any Codestone Personnel employed or engaged (other than by means of a national advertising campaign open to all-comers and not specifically targeted at such Codestone Personnel) who is or was directly involved in the provision or receipt of any Deliverables which are relevant to this Agreement. For the avoidance of doubt, the Client shall not directly or indirectly contract any such person on an independent basis or under another agreement with a different supplier; or
- 7.2.2. contract for services which are identical to the Services with any Vendor that the Client becomes aware of as a result of its involvement in this Agreement.
- 7.3. For the purpose of Clause 7.2.1, 'solicit' or 'induce' means the soliciting or inducing of such employee, customer or end user with a view to a) employing or engaging such employee as an employee, director, subcontractor or independent contractor.
- 7.4. If the Client commits any breach of Clause 7.2, the Client shall, without prejudice to any other rights or remedies of Codestone, on demand, pay to the Codestone:

7.4.1. in respect of a breach of Clause 7.2.1 the greater of:

- a) employee's remuneration package for the last 12 months of that employee's employment, plus the recruitment costs incurred by Codestone in replacing such person;
- b) amount equal to 50% and of the gross annual budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant party) of the person so employed or engaged.

7.4.2. in respect of a breach of Clause 7.2.2 the greater of:

- a) a sum equal to the total Prices a) paid or payable by the relevant customer or end user to Codestone over the twelve months prior to the breach or b) in the case of a prospective customer or end user, quoted by Codestone to the prospective customer or end user for the provision of goods and / or services for the first 12 months of the quote, as appropriate; or
- b) £20,000 (twenty thousand GB pounds);

and the Client acknowledges that these liquidated damages represent a genuine pre-estimate of the loss likely to be suffered through breach of Clause 7.2. This provision shall be without prejudice to either party's ability to seek injunctive relief.

7.5. If the periods above are held by a court or tribunal of competent jurisdiction to be void or unenforceable, such provisions will apply with such modification to the relevant wording and/or reduction in the length of the period as required to make them valid and enforceable.

TUPE

7.6. Codestone and the Client agree that it is not intended that the provision of the Services pursuant to this Agreement will give rise to a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Regulations**") and that it is not intended that the provisions of the Regulations shall apply on the termination or expiry (whether in whole or in part) of this Agreement.

7.7. Notwithstanding clause 7.6, if TUPE does apply, the provisions of Schedule 2 shall become binding on the Parties.

8. Mistakes in Information

- 8.1. Client shall be responsible for the selection of the Deliverables, accuracy of any drawings, documentation, equipment specifications and other information provided by it to Codestone under the Agreement and shall pay to Codestone any reasonable extra costs incurred by Codestone as a direct result of any discrepancies, errors or omissions therein which impact the Deliverables.
- 8.2. Notwithstanding clause 8.1 the Client will use reasonable endeavours to ensure that any Vendor drawings, documentation and other information provided to Codestone are accurate, but will not be liable for any discrepancies, errors or omissions in such drawings, documentation and other information.

9. Price and Payment

- 9.1. The Client shall pay the Price (including any Vendor Products) stated in the relevant SOW. If the Client's acts or omissions prevent Codestone from performing its obligations under the Agreement, the Client acknowledges and accepts that it shall remain liable to pay to Codestone the Price agreed in the relevant SOW for the affected Deliverables.
- 9.2. If no Price is quoted and/or Codestone provides any Services that are outside of the Scope at the Client's request, the Price shall be calculated in accordance with Codestone's Service Rate Card as amended from time to time and shall be payable in accordance with the Agreement.
- 9.3. Where a fixed Price has been quoted in the SOW, this will (subject to clause 9.7 and 9.9) remain fixed for the Minimum Period unless the Parties agree to a Change.
- 9.4. Where an estimated Price has been quoted in the SoW, this is a best estimate based on the information given to Codestone by the Client and/or which is available at that time and may be based on a number of assumptions set out in the SOW (**Assumptions**). If it materialises that in Codestone's reasonable opinion, the information provided and/or Assumptions made are incorrect, inaccurate or have changed and/or that the proposed Scope of Services is not feasible, Codestone shall be entitled to charge (at Codestone's current Service Rate Card) the Client for any Services outside of the Scope or other additional Services provided to those detailed in the SOW together with all related costs and expenses incurred by Codestone.

9.5. Codestone shall invoice for work performed under the Agreement at the intervals, and for the amounts, specified in a SOW, and each of the sums will be payable by the Client in full and in cleared funds (without deduction or set-off) strictly on the due dates shown. In the absence of such dates, all invoices are payable by the Client within 14 days of receipt of that invoice.

9.6. Codestone shall be entitled to increase the Price, not more than once in any 12-month period (excluding any increases imposed under Clause 9.7), inline with the higher of the percentage increase in the Consumer Price Index (CPI) or the Retail Price Index (RPI, published by the Office of National Statistics) from the date the Price was last increased under this Clause or the SOW Effective Date, whichever is later.

9.7. Codestone reserves the right, on giving the Client 60 days' notice, to increase the Price on an annual basis with effect from each anniversary of the SOW Effective Date. If the Client does not agree with this increase, then it may terminate the affected SOW at the end of the then current term upon 30 days written notice and before such price increase takes effect. If Codestone does not receive written notice within 30 days, the Client is deemed to have agreed to the amendment to the Price.

9.8. Codestone may increase the Price at any time with immediate effect where there is an increase in the direct cost to Codestone of supplying the Deliverables which is due to any factor beyond the reasonable control of Codestone (including but not limited to any increased cost of Vendor Products and/or as a result of the Client's acts or omissions).

9.9. Codestone will charge and the Client shall pay for all reasonable travel expenses incurred by Codestone in the performance of its obligations under this Agreement, including but not limited to car mileage charged at 45p/pm, public and private transport fares including domestic economy flights, international business class flights, taxis, accommodation and subsistence at Prevailing Rates. Accommodation will be standard 3* or below where available. Entertainment or other non-essential expenses shall not be included.

9.10. If, acting in good faith, the Client disputes any item within an invoice, it shall raise such dispute by written notice to Codestone within 14 days of receipt of the invoice (a "**Disputed Sum**"), provided always that any undisputed sum or part of an invoice shall be deemed accepted and be payable in accordance with this Clause 9. In the event of there being a Disputed Sum, the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within 30 days of the said notice being given, the Parties shall comply with the provisions of Clause 26 (Dispute Resolution) to resolve such dispute. For the avoidance of doubt, where the Parties agree or determine that the Disputed Sum is due in part or full, the Client shall pay such agreed sum within 14 days of the date of the agreement or determination. In relation to a Disputed Sum, interest under Clause 9.11 is payable after the dispute is resolved on sums found or agreed to be due, from 7 days after the dispute is resolved until payment is made.

9.11. Codestone reserves the right to charge interest on late payments from the Client at the rate of 4% per annum above the base rate at Barclays Bank for the time being. Such interest shall accrue on a daily compound basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

9.12. In the event that the Client has failed to pay an invoice or part of an invoice that is not a Disputed Sum and has been validly invoiced, then Codestone shall have the right to suspend any and all Services under this Agreement subject to 14 day's written notice to the Client.

9.13. Codestone may at its discretion use surplus Services budget within a SOW from one activity to offset against a deficit for another activity.

10. Confidentiality

10.1. Each Party shall keep the other Party's Confidential Information confidential and shall not:

- 10.1.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement; or
- 10.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 10.

10.2. Each Party may disclose the other Party's Confidential Information to those of its employees, agents, consultants, contractors and Codestone Personnel (**Representatives**) who need to know such Confidential Information in order to comply with its obligations under this Agreement, provided that:

- 10.2.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
- 10.2.2. it procures that such Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a Party to this Agreement; and
- at all times, each Party is liable for the failure of any of its Representatives to comply with its obligations set out in this Clause 10.
- 10.3. A Party may disclose Confidential Information where that information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and that the confidentiality of the information is maintained as far as is reasonable given the specific circumstances.
- 10.4. The obligations of confidence and non-use herein shall not apply to any part of the Confidential Information which:
- 10.4.1. is or becomes public knowledge (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- 10.4.2. is lawfully in the possession of or known to the receiving Party on a non-confidential basis at the time of disclosure as can be reasonably demonstrated from its written file material or other records;
- 10.4.3. was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
- 10.4.4. is developed by or for the receiving Party independently of the information disclosed by the disclosing Party, as can be reasonably demonstrated from its written file material or other records; or
- 10.4.5. the Parties agree in writing is not confidential or may be disclosed.
- 10.5. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 10.6. On the conclusion or termination of the Agreement and any applicable Exit Period, a Party shall, at the request of the other Party, promptly:
- 10.6.1. deliver to the other Party all documents and materials containing Confidential Information previously supplied (and all copies thereof and extracts therefrom); or
- 10.6.2. erase all of the other Party's Confidential Information from its computer systems; and
- 10.6.3. upon request, certify in writing to the other Party that it has complied with the requirements of this Clause,
- save that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Applicable Law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the recipient Party to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by a recipient Party under this Clause, and the return of any documents and material shall not affect a Party's obligations hereunder.
- 10.7. The provisions in this Clause 10 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

11. Processing of Client Data

- 11.1. Subject to this Agreement, by providing Client Data to Codestone, the Client grants Codestone (and where appropriate its Sub-Processors) a licence to process Client Data solely and exclusively for the purpose of providing the Deliverables to the Client under the Agreement.
- 11.2. The Client is solely responsible and liable for its Client Data and agrees that Codestone is not and will not in any way be liable for Client Data. By providing Client Data, the Client affirms, represents and warrants that: (1) its Client Data and use thereof will not violate this Agreement (including the Policies in effect from time to time) or any Applicable Law (including

Applicable Data Protection Laws), regulation, rule or third party rights; (2) the Client is solely responsible for the development, moderation, operation, maintenance, support and use of Client Data; (3) Client's Client Data and its use thereof does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade a right of privacy, publicity or other property rights of any other person; or (iii) cause us to violate any law, regulation, rule, or rights of third parties; and (4) the Client is solely responsible for the technical operation of Client Data, including on behalf of Client's end users.

- 11.3. To the extent applicable, the Client will obtain and maintain any required consents necessary to permit the processing of Client Data under this Agreement or in connection with the use of the Deliverables.

12. Anti-bribery

- 12.1. For the purposes of this clause 12, the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 12.2. Each Party shall ensure that it and each person referred to in this clause 12 does not, by any act or omission, place the other Party in breach of any Bribery Laws. Each Party shall comply with all applicable Bribery Laws in connection with the performance of the Services and the Agreement, ensure that it has in place adequate procedures to prevent any breach of this Clause 12 and ensure that all of the Party's personnel, contractors, subcontractors, consultants, agents and other Third Parties engaged in the performance of that Party's obligations under this Agreement so comply.
- 12.3. Without limitation to clause 12.2, each Party shall not in connection with the performance of the Services and/or this Agreement make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the UK or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 12.4. Each Party shall immediately notify the other Party as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 12.
- 12.5. Any breach of this Clause 12 by a Party shall be deemed a material breach of this Agreement that is not remediable and shall entitle the other Party to immediately terminate the Agreement by notice under clause 20.8.1.

13. Modern Slavery

- 13.1. Each Party shall ensure that:
- 13.1.1. neither the Party nor any of its officers, employees, agents or subcontractors has:
- a) committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or
- b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 13.1.2. it shall comply with the Modern Slavery Act 2015;
- 13.1.3. it shall notify the other Party immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the obligations under this Clause 13. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Party's obligations.

- 13.2. Any breach of this clause 13.1 by a Party shall be deemed a material breach of the Agreement and shall entitle the other Party to terminate the Agreement in accordance with Clause 20.8.1.

14. Anti-facilitation of tax evasion clause

- 14.1. Both Parties shall during the term of this Agreement:
- 14.1.1. not engage in any activity, practice or conduct which would constitute either:

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- a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

14.1.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with Clause 14.1.1;

14.1.3 notify the other Party in writing if it becomes aware of any breach of Clause 14.1.1 or has reason to believe that it has received a request or demand from a Third Party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement.

14.2 Both Parties shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of its obligations under this Agreement do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this Clause 14 (**Relevant Terms**). Each of the Parties shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

14.3 Any breach of this Clause 14.1 by a Party shall be deemed a material breach of the Agreement and shall entitle the other Party to terminate the Agreement in accordance with Clause 20.8.2.

14.4 For the purposes of this Clause 14, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

15. Statutory Regulations

15.1. Both Parties shall in all matters relating to the performance of the Agreement comply with all Applicable Law.

15.2. Subject to Clause 15.3 below the cost to each Party of meeting its obligations under this Clause shall be borne by that Party.

15.3. In the event that either Party incurs costs to which it would not otherwise be liable due to the other Party's failure to comply with any Applicable Law, the amount of such costs shall be reimbursed by the other Party, provided that the Party being reimbursed:

- 15.3.1. has taken reasonable steps to mitigate those costs being incurred; and
- 15.3.2. can demonstrate that those costs incurred were caused by the other Party's failure to comply with any Applicable Law.

16. Intellectual Property Rights

16.1. All Intellectual Property Rights in Codestone Intellectual Property (including Codestone Software) will remain vested in Codestone or its licensors. The Client has no right, license or authorisation in respect of the Codestone Intellectual Property except as expressly set out in this Agreement.

16.2. All Intellectual Property Rights in the Client Intellectual Property will remain vested in the Client or its licensors, and Codestone acknowledges that Client Data and any Intellectual Property Rights subsisting therein is proprietary to the Client. Codestone, its subcontractors and independent contractors have no right, licence or authorisation to use, reproduce, disclose or modify any of the Client Intellectual Property except to the extent necessary to provide the Deliverables.

16.3. All Intellectual Property Rights in Vendor Products shall belong to the relevant Vendor.

16.4. If Developed Materials are to be supplied to the Client under this Agreement, then the remainder of this Clause 16.4 shall apply.

16.4.1. Codestone grants the Client a perpetual, non-exclusive, non-transferable license to use the Developed Materials on the terms and conditions set out in this Agreement.

16.4.2. The Client shall be entitled to use the Developed Materials solely for the internal business purposes of the Client (for its behalf and those members of the Client Group expressly named in the relevant SOW) on multiple servers and their associated workstations or other devices within its control for use by unlimited Users unless otherwise agreed.

16.4.3. The Client shall only make other copies of the Developed Materials as are necessary for security or back-up purposes

provided that such copies are marked "Copyright Codestone Solutions Ltd. All rights reserved."

16.4.4. The Client is entitled to employ a third party to provide computer services to run the Developed Materials for the business purposes of the Client by giving written notice to Codestone and provided that the third party complies with the terms of this Agreement on behalf of the Client.

16.4.5. The Client shall be entitled to employ a third party service provider at alternative premises for the purpose of disaster recovery by giving written notice to Codestone and provided that the third party complies with the terms of this Agreement on behalf of the Client.

16.4.6. The Client shall comply with the reasonable instructions of Codestone to protect Codestone's rights in the Developed Materials.

16.4.7. The Client is entitled to make copies of the Documentation for its own internal purposes and to make the Documentation available on its internal computer networks for use by the Users.

16.5. The Client shall not directly or indirectly reverse engineer, including but not limited to copying, decompiling, disassembling or deconstructing the Deliverables in full or in part, extracting their source code, modifying, adapting or reproducing their components, and any other acts not authorised by the Licence, including any Developed Materials, Codestone Software or software in the Vendor Product's or make amendments to the Developed Materials, Codestone Software or the software in the Vendor Product's without the prior written agreement of Codestone or Vendor (as applicable) or as permitted by law. In the event of a breach by the Client or its Users of this Clause 16.5, the Client shall defend, indemnify and hold Codestone harmless from and against all claims and resulting damages and losses (including reasonable legal costs) incurred by Codestone as a result of such breach.

16.6. The Client undertakes at its own expense to defend Codestone or, at its option, settle any claim or action brought against Codestone:

- 16.6.1. alleging that the possession or use of the Client's Intellectual Property Rights in connection with this Agreement infringes the Intellectual Property Rights of a third party; and/or
- 16.6.2. as a result of the Client or any of its Users, modify, alter, replace combine with any other data, code, documents or other software, which alters Codestone's Intellectual Property Rights and such alterations infringe the Intellectual Property Rights of a third party.

16.7. The Client shall be responsible for any reasonable and direct losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against Codestone as a result of or in connection with any such claim referred to in Clause 16.6.

16.8. Subject to Clauses 16.9 and 16.10, Codestone undertakes at its own expense to defend the Client or, at its option, settle any claim or action brought against the Client alleging that the use of the Services, Codestone Software and Developed Materials (or any part thereof) in accordance with the terms of this Agreement infringes the UK Intellectual Property Rights of a third party. Subject to Clause 19, Codestone shall be responsible for any reasonable and direct losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim.

16.9. Codestone shall not in any circumstances be liable under Clause 16.8 where the Claim in question:

- 16.9.1. is attributable to possession or use of the Deliverables (or any part thereof) by the Client other than in accordance with the terms of this Agreement;
- 16.9.2. is attributable to use of the Deliverables (or any part thereof) in combination with any items not supplied or specified by Codestone, if the infringement would have been avoided by the use of the Deliverables not being so combined;
- 16.9.3. is attributable to the use of a non-current release of the Codestone Software or the Vendor Products (subject to Clause 16.4.4);
- 16.9.4. arises directly or indirectly through the possession or use of any Vendor Products that are not licensed or sold to the Client by Codestone, or through the breach of any Vendor Terms by the Client;

- 16.9.5. arises from any modification, alteration or amendment to the Deliverables, without Codestone's written consent.
- 16.10. If any third party makes a claim or action, or notifies an intention to make a claim or action against either Party, and the affected party intends to rely on Clauses 16.7 or 16.8, as applicable (**Claim**), the obligations under Clause 16.8 are conditional on the affected Party:
- 16.10.1. as soon as reasonably practicable, giving written notice of the Claim to the other Party, specifying the nature of the Claim in reasonable detail;
 - 16.10.2. not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed);
 - 16.10.3. at the other Party's request and expense, allowing the other Party to conduct and/or settle all negotiations and litigation;
 - 16.10.4. giving the other Party assistance or information reasonably requested for the purpose of assessing the Claim; and
 - 16.10.5. taking such action as the other Party may reasonably request to avoid, dispute, compromise or defend the Claim.
- 16.11. If any Claim is made and the Client intends to rely on Clause 16.8, or in Codestone's reasonable opinion is likely to be made against the Client, Codestone may at its sole option and expense:
- 16.11.1. procure the right for the Client to continue to use the affected Deliverable (or any part thereof) in accordance with the terms of this Agreement;
 - 16.11.2. modify the affected Deliverable (or any part thereof) so that it ceases to be infringing, but without materially reducing its quality or ability to meet the Client's requirements as specified in this Agreement;
 - 16.11.3. replace the applicable Deliverable (or any part thereof) so that it ceases to be infringing, but without materially reducing its quality or ability to meet the Client's requirements as specified in this Agreement; or
 - 16.11.4. if Codestone is unable, after reasonable efforts, to procure for the Client the right to continue using the applicable Deliverable, or to provide the Client with a functionally equivalent non-infringing Deliverable, terminate the applicable SOW (in whole or in part) immediately by notice in writing to the Client and refund any of the Price paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Deliverable to the date of termination) on return of the Deliverable and all copies thereof.
- 16.12. In respect of any Vendor Products that are installed or supported by Codestone in connection with the Deliverables that are subject to the terms of separate agreements entered into between the Client and the applicable Vendor(s), Codestone assumes no responsibility for, and hereby disclaims, any liability or obligation with respect to such Vendor Products. The Client will be solely responsible for obtaining licenses required to use such Vendor Products and comply with the terms and conditions thereof including, without limitation, the payment of any Price for those licenses. Nothing in this Agreement grants to the Client, by implication, waiver, estoppel, or otherwise, any Intellectual Property Rights or other right, title, or interest in or to any Vendor Products. The Client warrants to Codestone that the Client has obtained all licenses, consents or approvals required to give Codestone, its subcontractors and independent contractors the rights to access, use, reproduce, disclose, modify and install any Vendor Products to the extent necessary to perform the Services.
- 16.13. This Clause 16 constitutes the Client's exclusive remedy and Codestone's only liability in respect of Claims and, for the avoidance of doubt, is subject to Clause 19 (Limitation and Exclusion of Liability).
- 17. Recording and On-Site and Online Services**
- 17.1 Subject to obtaining Codestone's prior written consent (with such consent being at Codestone's sole discretion), and subject always to the terms of Clause 17.2, the Client may record certain onsite and online Services provided by Codestone to the Client under the Agreement (**'Recordings'**) strictly for the internal knowledge-sharing, business and training purposes of the Client. Unless otherwise agreed by Codestone, such Recordings shall be limited to AI note taking software, training and 'walkthroughs and playbacks' as such terms are understood between the Parties.
- 17.2 The Client acknowledges and agrees that all Recordings contain Confidential Information and are for the Client's internal business use only.
- 17.3 The Client will not directly or indirectly disclose, distribute, or otherwise make available all or any part of the Recordings to any third party outside of the Client's company without the prior written consent of Codestone.
- 17.4 The Recordings are supplemental to, and not a replacement of, live training sessions for either the Client's key users or for training other Client staff.
- 17.5 The Client will comply with all Applicable Laws relating to the protection or processing of Personal Data, including but not limited to obtaining explicit consent from all participants that will or may be recorded in the Recordings to use their Personal Data being processed for the purpose of the Recordings and making further internal use of such Recordings by the Client.
- 17.6 All Intellectual Property Rights in the Recordings and all related materials either belong to or are licensed to Codestone and such Intellectual Property Rights remain the property of Codestone or the licensee as appropriate.
- 17.7 The Recordings are based on information available at the date of such Recordings and, as such, will become outdated over time as Client Solutions and processes are updated.
- 18. Warranties and Service Levels**
- 18.1. Codestone warrants that:
- 18.1.1. the Services shall be performed with reasonable care and skill; and
 - 18.1.2. it will use reasonable endeavours, including by using anti-virus protection applications in accordance with good industry practice, to mitigate the risk of introducing into the Client's systems or any Client Data any viruses, contaminants or any other disabling software.
- 18.2. Each Party warrants to the other that:
- 18.2.1. it has full capacity and authority to enter into and to perform this Agreement;
 - 18.2.2. this Agreement is executed by a duly authorised representative of that Party;
 - 18.2.3. there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; and
 - 18.2.4. once duly executed, this Agreement shall constitute its legal, valid and binding obligations.
- 18.3. Except for any warranties and service levels expressly set forth in this Agreement, the Deliverables are provided on an "as is" basis, and Client's use of the Deliverables is at its own risk. Codestone does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.
- 18.4. Codestone shall not be in breach of any warranty or other obligation under this Agreement if, in its reasonable opinion, such breach results directly or indirectly from: (i) the negligence, act, omission, or default of the Client or User; (ii) the Client's breach of this Agreement; or (iii) the operation, failure or malfunction of any network, equipment, Hardware or software owned or controlled by the Client; or (iv) any third party action in response to an act or omission of the Client or any person given access to the Deliverables by the Client (including third party hosted software Vendors). Codestone may recover from the Client all reasonable costs to be incurred by it or on its behalf in connection with the remedy of any defect, fault or impairment but Codestone will make no commitment to fix such defect, fault or impairment and time is not of the essence nor with any SLA apply.
- 18.5. Unless otherwise agreed or set out in the SOW if the Client accesses the Deliverables through the public Internet or through a private circuit provisioned by a bandwidth provider of the Client's choice, the Client assumes responsibility for managing the relationship with this chosen provider, including service level commitments for issues found to be in the chosen provider's network.

- 18.6. The Service Level Arrangements are specific to directly provided Services of Codestone and do not relate to any Vendor Products (of which such Vendor Products will be governed by their own relevant service levels).
- 18.7. Codestone will manage the security measures in place relating to the Deliverables (excluding any Vendor Products which shall be managed by the Vendor) in accordance with good industry practice.
- 18.8. Notwithstanding the foregoing, Codestone does not warrant that the Client's use of the Deliverables will be uninterrupted or error-free.
- 18.9. The Client hereby warrants that it has not been induced to enter into this Agreement by any prior representations, nor has it relied on any oral representation made by Codestone or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by Codestone.

19. Limitation and Exclusion of Liability

- 19.1. Nothing in this Agreement limits or excludes either Party's liability for:
- 19.1.1. death or personal injury caused by its negligence;
- 19.1.2. fraud or fraudulent misrepresentation; or
- 19.1.3. for any act, omission or matter, liability for which cannot be limited or excluded by Applicable Law.
- 19.2. Subject to Clause 19.1 above, the Service Level Arrangements and the issuing of Service Credits state the Client's full and exclusive right and remedy, and Codestone's only obligation and liability, in respect of the performance and availability of the Services, or their non-performance and non-availability. For the avoidance of doubt, Codestone shall not in any circumstances be liable under its obligations under this Agreement if it can demonstrate that any failure of the Deliverables was caused or contributed to by any Relief Event.
- 19.3. Subject to Clause 19.1 and Clause 19.2, neither Party shall in any circumstances be liable to the other Party, whether in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for:
- 19.3.1. loss of profits or revenue;
- 19.3.2. loss of sales, opportunity or contracts;
- 19.3.3. loss of anticipated savings;
- 19.3.4. loss of goods;
- 19.3.5. loss of use;
- 19.3.6. harm to reputation, loss of or damage to goodwill or similar losses;
- 19.3.7. loss of use or corruption of software, data or information;
- 19.3.8. wasted management time;
- 19.3.9. any increased costs of engaging a replacement service provider;
- 19.3.10. any special, indirect, consequential or pure economic loss, costs damages, charges or expenses.
- 19.4. Subject to Clauses 19.1, 19.2, and 19.3, and except as otherwise set out in the Agreement or the applicable SOW:
- 19.4.1. Codestone's total aggregate liability, whether arising in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to an amount equal to 100% of the Price paid under the relevant SOW under which the liability arises, in the twelve months prior to the first incident arose giving rise to the claim.
- 19.4.2. the Client's total aggregate liability, whether arising in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to an amount equal to 120% of the Price paid or payable under the relevant SOW under which the liability arises, in the twelve months prior to the first incident arose giving rise to the claim.
- 19.5. Except as expressly stated in the Agreement, and subject to Clause 19.1:
- 19.5.1. all conditions, warranties, terms, undertakings or obligations, whether express or implied by statute, common law or otherwise and including any implied terms relating to quality,

fitness for any particular purpose or ability to achieve a particular result are hereby excluded to the extent permitted by law; and

- 19.5.2. the Client assumes sole responsibility for results obtained from the use of the Deliverables, and for conclusions drawn from such use. Codestone shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Codestone by the Client in connection with the Deliverables, or any actions taken by Codestone at the Client's direction.

- 19.6. The Client will not use the Deliverables to transmit data for any unlawful purpose, including without limitation fraud; money laundering; terrorism; facilitation of illegal activity; invasion of privacy; obscenity; defamation; interruption or interference with other network users; the sending, storing reproduction or receipt of any offensive, obscene, menacing, abusive or defamatory material or that promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment, or any other illegal activities in a manner which infringes the rights of any person, including Intellectual Property Rights and rights of confidentiality. The Client shall indemnify and hold Codestone harmless without limitation for all loss and damage arising out of the Client's breach of this Clause 19.6

20. Duration, Termination and Effects of Termination

- 20.1. These Master Terms will become effective on the Effective Date of the first SOW and shall continue until the expiry or termination of all SOWs whereupon these Master Terms shall automatically terminate unless otherwise agreed between the Parties.
- 20.2. A SOW will become effective on the relevant SOW Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue until the later of the duration of its term as specified in the relevant SOW or the date Codestone has, in Codestone's reasonable opinion, completed performance of the Services pursuant to the terms of the SOW.
- 20.3. Termination of a SOW (or part thereof) shall:
- 20.3.1. not terminate other SOWs nor this Agreement, unless otherwise agreed between the Parties; and
- 20.3.2. be without prejudice to any other rights which any Party may have under any other SOW.
- 20.4. No action or proceedings under or in respect of this Agreement shall be brought against Codestone after:
- 20.4.1. the expiry of 1 year from the date of completion of the Services, or
- 20.4.2. where such date does not occur, the expiry of 1 year from the date Codestone last performed Services in relation to a SOW.
- 20.5. The Client shall remain committed to the full Term of the relevant SOW and to each Service or Deliverable for its respective Minimum Period and shall not be entitled to terminate any Service or Deliverable prior to the expiry of its applicable Minimum Period, except under Clauses 20.9-20.11 below.

Termination by Codestone

- 20.6. Codestone may, without prejudice to any other rights and remedies, and without liability to the Client, terminate or suspend this Agreement or a SOW or the provision of any Service or Deliverable under a SOW (or any part thereof), immediately on written notice to the Client:
- 20.6.1. if the Client is in breach of Clause 6.1.3; or
- 20.6.2. if the Client is in breach of the terms of any Vendor Product Terms applicable to the Deliverables supplied under the Agreement; or
- 20.6.3. If the Client is in breach of any of its payment obligations under these Master Terms; or
- 20.6.4. Where a contract between a Vendor and Codestone relating to Codestone's right to use, install, support or provide Vendor Products is terminated for any reason; or
- 20.6.5. under Clause 2.12.
- 20.7. If Codestone terminates or suspends this Agreement or the SOW (or part thereof) pursuant to Clause 20.6. the Client shall remain liable to pay the Price payable under the terminated or suspended SOW (or part thereof) for the duration of the Term.

Termination for Default

- 20.8. Either Party may, without prejudice to any other rights and remedies, and without liability to the other, terminate this Agreement or the SOW forthwith by notice to the other effective from the date of service of such notice if:
- 20.8.1. the other Party commits a material or repeated breach of any other term of this Agreement which breach is not remediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 20.8.2. there is a breach by the other Party of any provisions of the Agreement which expressly entitle the Party not in breach to terminate the Agreement.
- 20.9. For the purposes of Clause 20.9.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from a substantial portion of this Agreement.

Termination for Insolvency or Bankruptcy

- 20.10. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement immediately in writing (to the other Party or to the administrator, administrative receiver, liquidator or to any person in whom the Agreement shall have become vested) without liability to the other if:
- 20.10.1. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;
 - 20.10.2. 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
 - 20.10.3. the other Party becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 20.10.4. the other Party becomes subject to a restructuring plan under Part 26A Companies Act 2006;
 - 20.10.5. the other Party becomes subject to a scheme of arrangement under Part 26 Companies Act 2006;
 - 20.10.6. the other Party has a freezing order made against it;
 - 20.10.7. the other Party has a resolution passed for its winding up;
 - 20.10.8. the other Party has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 20.10.9. 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 all or any part of the other Party's undertaking, assets or income;
 - 20.10.10. the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
 - 20.10.11. 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;
 - 20.10.12. 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 7 days of that procedure being commenced;
 - 20.10.13. 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 Clauses 20.11.1 to 20.11.12 (inclusive); or
 - 20.10.14. the other Party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 20.11.1 to 20.11.13 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution

authorising any steps to be taken to enter into an insolvency process.

- 20.11. Alternatively the Party giving notice under Clause 20.11 may, at its sole option, give such administrator, administrative receiver, liquidator or other person the option of carrying out the Agreement subject to it providing a guarantee for the due and faithful performance of the Agreement in such form and up to such amount as the Party giving notice may in its sole discretion decide.
- 20.12. The right of a Party to terminate this Agreement pursuant to Clause 20.9 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 20.13. If a Party becomes aware that any event has occurred, or circumstances exist, which may entitle the other Party to terminate this Agreement under Clause 20.9, it shall immediately notify the other Party in writing.

Consequences of termination

- 20.14. On termination of this Agreement or the SOW (or part thereof) as appropriate, for any reason:
- 20.14.1. Codestone shall immediately cease provision of the Deliverables and/or Services under that SOW and clause 20.3 shall apply;
 - 20.14.2. all issued invoices shall immediately become due and owing by the Client;
 - 20.14.3. the Client shall pay all outstanding Vendor Product Fees (if any) for the Term. The Client acknowledges and agrees that any Vendor Product Fees may not be mitigated by Codestone and the Client shall not hold Codestone responsible if it incurs full termination fees;
 - 20.14.4. all Licences granted under the Agreement will terminate immediately except for fully-paid, fixed term and perpetual licences or as otherwise stated in the appropriate Licence. Notwithstanding the termination of any Vendor Terms, the Client remains responsible for all applicable Vendor Product Fees;
 - 20.14.5. for metered products billed periodically based on usage, the Client must immediately pay for unpaid usage as of the termination date; and
 - 20.14.6. each Party shall use reasonable endeavours to return and make no further use of any equipment, property, materials and other items (and all copies of them) (**Items**) belonging to the other Party. If the Client fails to do so, then Codestone may enter the Client's premises and take possession of the Codestone Items. Until the Codestone Items have been returned or repossessed, the Client shall be solely responsible for its safe keeping.
- 20.15. On termination of this Agreement or the SOW (or part thereof) as appropriate, by Codestone under Clauses 20.6, 20.9 or 20.11, the Client shall remain liable to pay the full Price under this Agreement or the terminated or suspended SOW (or part thereof) for the duration of the Term.
- 20.16. On termination of this Agreement or the SOW (or part thereof) as appropriate, by the Client under Clauses 20.9 or 20.11, in addition to Clause 20.15.2 and 20.15.3, the Client shall pay a percentage of the Price of the Client Solution as a whole as an agreed fair and proportionate value in respect of the Services delivered up to the date of termination.
- 20.17. Following termination of the Agreement, neither Party shall have any further rights or obligations in relation to the other except for those contained in Clauses:
- 20.17.1. 7 (Personnel, Non-Solicitation and Non-Dealing and TUPE)
 - 20.17.2. 10 (Confidentiality);
 - 20.17.3. 11 (Processing Client Data);
 - 20.17.4. 16 (Intellectual Property Rights);
 - 20.17.5. 17 (Vendor Products);
 - 20.17.6. 19 (Limitation and Exclusion of Liability);
 - 20.17.7. 22 (Publicity);
 - 20.17.8. 25.1 (waiver); and
 - 20.17.9. 29 (Governing Law),

which shall continue in full force and effect.

- 20.18. Termination, howsoever arising, shall not affect any rights of action, remedies, obligations or liabilities of the Parties which shall have accrued up to the date of termination or shall thereafter accrue, including the right to claim damages in respect of breach of any term of this Agreement which existed before, at or after the date of termination.

Exit Services

- 20.19. Provided that all Prices have been paid, the Client may request that Codestone provides Exit Services where:
- 20.19.1. this Agreement or a SOW expires. Such request must be given not less than 60 days prior to such expiry; and
- 20.19.2. this Agreement or SOW is terminated other than for Default (Clause 20.9) or insolvency (Clause 20.11).
- 20.20. The scope, duration and Price of such Exit Services must be agreed by both Parties and shall last for a period of not more than 6 (six) months.
- 20.21. If the Parties agree Exit Services, then Codestone shall continue to invoice and the Client shall continue to pay all applicable Prices associated with such Exit Services at the same rate and on the same payment terms as specified in a SOW unless otherwise agreed.
- 20.22. Notwithstanding the service of a notice of termination or expiry, this Agreement and any SOW shall continue until the expiration or termination date, unless the Parties agree an alternative exit period pursuant to Clause 20.18 as part of the Exit Services (**Exit Period**). The end of the Exit Period shall be the termination date.
- 20.23. Where Exit Services are agreed, Codestone shall use its reasonable endeavours to provide the Services during the Exit Period without interruption with an orderly termination and, where the Client so elects, so that there will be an orderly transfer of the Services back to the Client or to any replacement service provider.

21. Force Majeure

- 21.1. If either Party is prevented, hindered or delayed in or from performing its obligations under this Agreement by an event of Force Majeure, then it shall, as soon as is reasonably practicable after the start of the Force Majeure event (but no later than 5 days from its start) notify the other Party in writing to that effect, giving full details of the circumstances giving rise to the Force Majeure event, the likely duration of the delay, the effect of the Force Majeure event on its ability to perform any of its obligations under this Agreement, the steps being taken to remedy it and a time estimate for the period required to remedy it.
- 21.2. Excluding the Client's obligations to pay amounts due under this Agreement, neither Party shall be considered to be in default of its obligations under the Agreement to the extent that it can establish that the performance of such obligations is prevented by the circumstances of Force Majeure which arise after the date of the Agreement and which were not foreseeable at the date of the Agreement.
- 21.3. The Party seeking to exempt itself from liability under this Clause 21 shall use reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations and to remedy the failure.
- 21.4. If the performance of the obligations of either Party is prevented by the event of Force Majeure, and continues to be prevented for a period of less than or equal to 30 days, then, during that period, the Agreement shall be considered as suspended insofar as it relates to the affected obligations in question, and that Party shall be granted an extension of time for the performance of its obligations equal to the period of the delay. Upon the ending of the Force Majeure event the affected obligations of the Parties shall be reinstated, together with such reasonable modifications to take account of the effects of the Force Majeure event as may be agreed between the Parties or, in default of agreement, as may be determined by an Expert appointed in accordance with Clause 24 (Expert Determination).
- 21.5. If the performance of the obligations of either Party is prevented by the event of Force Majeure, and continues to be prevented for a period in excess of 30 days on any one occasion, or for more than 60 days in any period of 12 months, then the Agreement may be terminated by the Party not affected by the Force Majeure event on written notice to the affected Party, or by mutual consent.

22. Publicity

- 22.1. Both Parties agree to reasonably cooperate in connection with the creation of mutually beneficial marketing communications, which shall include, at a minimum, a press release, case study and a reference to the Client and use of the Client's logo on Codestone's website.

- 22.2. Other than pursuant to Clause 22.1, neither Party shall without the written consent of the other (the giving of which consent shall not be unreasonably withheld or delayed) advertise, publicly announce or provide to any other person any further information relating to the existence or details of the Agreement or use the other Party's name in any format for any promotion, publicity, marketing or advertising purpose than is provided for in this Clause 22.

23. Notices

- 23.1. Any notice or other communication which either Party is required to give to the other under this Agreement shall be made in writing and served on the other Party at its registered address (or at such other address specified by the relevant party by notice in writing to the other Party) or, if sent by email to the email address set out in the SOW, either by:
- 23.1.1. registered post with proof of receipt, postage prepaid – effective at 9.00 am on the second Working Day after posting,
- 23.1.2. commercial courier – effective on the date and at the time that the courier's delivery receipt is signed, or
- 23.1.3. email – effective on receipt of a read return mail from the correct address or within 24 hours from delivery if no notice of delivery failure is received or, where the recipient has acknowledged receipt, notice will be effective from the time of acknowledgement (for the purposes of this section an automatically generated receipt confirmation does not qualify as acknowledgement of receipt).

24. Expert Determination

- 24.1. Where an issue is referred to an Expert then:
- 24.1.1. the referring Party shall give notice in writing to the other requiring expert determination and detailing the matters to be considered by the Expert;
- 24.1.2. the Parties shall, within seven days of the receipt of such notice by the non-referring Party, meet and attempt to agree upon an Expert; and
- 24.1.3. if, the Parties have failed to appoint an Expert 14 days after the receipt of the notice received in accordance with Clause 24.1.1, the Expert shall be nominated by the President for the time being of the British Computer Society on the application of either Party.
- 24.2. The Expert shall act in accordance with such procedure as the Expert may, in its sole discretion, decide, including provisions as to costs, provided that it shall act impartially as between the Parties.
- 24.3. The Expert shall sit as an expert and not as an arbitrator. For the avoidance of doubt, the Arbitration Act 1996, and the law of arbitration, shall not apply to the Expert, to the determination procedure, or to the Expert's decision.
- 24.4. The Expert shall give its decision in writing, and such decision must include full detailed reasons to explain the findings and justify the decision.
- 24.5. The decision of the Expert shall, except in the case of fraud or manifest error, be final and binding on the Parties.
- 24.6. If, within 30 days of their appointment under Clause 24.1.2 or 24.1.3, or such other period agreed in writing between the Parties, the Expert has failed to reach a decision, the Parties shall be entitled to appoint another Expert in accordance with the procedure set out in Clause 24.1.

25. General

- 25.1. Any failure, delay or omission by either Party to:
- 25.1.1. exercise any of its rights under the Agreement or provided by Applicable Law; or
- 25.1.2. insist at any time upon the performance of any of the terms, provisions or undertakings of the other Party under the Agreement or provided by Applicable Law,
- shall not constitute or be construed as a waiver or relinquishment of that Party's rights to require the future performance of any such term, provision or undertaking, but the obligations of the other Party with regard to the same shall continue in full force and effect.
- 25.2. The Client shall not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under this Agreement, or purport to do so, without the prior written consent of Codestone. Codestone may transfer or assign this Agreement to any Codestone group member, or successor in interest in the event of a sale or merger.

- 25.3. If any provision of this Agreement is declared by a judicial or other competent authority to be unenforceable:
- 25.3.1. the authority should amend such provision, although only as much as is necessary to make it reasonable within the context of the Agreement, rather than strike it completely from the Agreement; and
 - 25.3.2. the remaining provisions of this Agreement shall remain in full force and effect.
- 25.4. Nothing in this Agreement shall confer, nor is it intended to confer, any enforceable right or benefit on any third party under the Agreement (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

26. Dispute Resolution

- 26.1. Any dispute arising out of or in connection with this Agreement (including any dispute as to the Price but not payment), with the exception of a dispute referred to an Expert under Clause 24 (Expert Determination), shall be resolved in accordance with this Clause.
- 26.2. The Parties shall initially attempt to resolve any such dispute using the following procedure:
- 26.2.1. either Party shall notify the other Party that there is a dispute;
 - 26.2.2. within 7 days of receipt of the notice of dispute by the second Party, a suitable Codestone representative and the Client Project Manager shall communicate and attempt to resolve the dispute;
 - 26.2.3. if, within 7 days of their initial communication under Clause 26.2.2, the Parties are unable to resolve the dispute, the dispute shall be automatically escalated for resolution by a nominated Codestone Director and a nominated Client Director; and
 - 26.2.4. within 7 days of such escalation, the nominated Codestone Director and the nominated Client Director shall communicate and attempt to resolve the dispute.
- 26.3. If the dispute remains unresolved 30 days after the initial notice under Clause 26.2.1, either Party may notify the other that it wishes to refer the matter to mediation.
- 26.4. If either Party refers the issue to mediation (the “**Mediation Request**”):
- 26.4.1. the mediation shall be conducted by a single mediator who shall be appointed by agreement in writing between the Parties or, if the Parties are unable to agree on the identity of the mediator within 14 days of the date of the Mediation Request, or if the mediator appointed is unable or unwilling to act, or unable to attend a mediation within 30 days of the Mediation Request, the mediator shall be appointed by the Centre for Effective Dispute Resolution on the application of either Party;
 - 26.4.2. the mediation shall be conducted in private and without prejudice to the rights of the Parties in any future proceedings;
 - 26.4.3. the mediation shall be held within 20 days of the appointment of the mediator, or such other date agreed in writing between the Parties;
 - 26.4.4. the mediation shall only be binding with the consent of both Parties; and
 - 26.4.5. except insofar as would conflict with the provisions of this Clause 26.4, the mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure.
- 26.5. Notwithstanding Clauses 26.2 to 26.4 above, either Party may at any time commence legal proceedings.
- 26.6. Without prejudice to Clauses 9.11, 17.4 and 21.4 and notwithstanding the existence of any dispute or the implementation of any of the procedures above, Codestone, subject to receiving payment for all invoices issued in respect of sums properly due under the Agreement, shall continue to provide the Services and to perform its obligations under this Agreement. Such continuation shall be without prejudice to any contention by either Party that it is entitled to terminate, or has terminated, this Agreement, whether pursuant to the terms of this Agreement or on any basis permitted at common law, and also without prejudice to either Party's right to seek redress in court.

27. Records and Audit

- 27.1. Both Parties shall make, keep and secure proper records and accounts in relation to all Deliverables and the performance of its obligations under this Agreement.
- 27.2. Subject to compliance with Applicable Law, each Party will:
- 27.2.1. securely retain the records and accounts maintained in accordance with Clause 27.1 for the period up to the end of two years after the expiry or termination of the Master Terms; and
 - 27.2.2. provide the other Party (or its auditors) with copies of the records and accounts maintained in accordance with Clause 27.1 upon a reasonable request by the other Party from time to time.
- 27.3. The Client shall allow and procure for Codestone (and any authorised representatives of Codestone) access to its premises to audit (and take copies of) relevant records of the Client to the extent necessary to verify that the Client's use of the Deliverables is in accordance with the Agreement or the applicable Vendor Product Terms.
- 27.4. Unless otherwise agreed in writing, the inspection referred to in Clause 27.3 shall be undertaken during the Client's Normal Business Hours on Working Days.
- 27.5. At Codestone's option, the audit and inspection referred to in Clause 27.3 may be undertaken by way of remote access or by way of physical attendance at any premises where the Client (or any person to whom use of the Software is sub-licensed) locates its computer equipment.
- 27.6. The Client shall, at its own cost, provide all reasonable assistance and cooperation to Codestone in conducting any inspection or audit undertaken under this Clause 27. Codestone shall comply with the Client's reasonable directions in order to minimise disruption to the Client's business and to safeguard the confidentiality of the Client's Confidential Information.

28. Entire Agreement

- 28.1. The Agreement constitutes the entire agreement between Codestone and the Client, and supersedes all previous oral or written undertakings, agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 28.2. Except in accordance with the Change Control Procedure and as expressly stated in this Agreement, a variation to this Agreement may be made only by a document signed by each of the Parties.
- 28.3. Each party acknowledges that in entering into this Agreement and the applicable SOWs it does not rely on and 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 or the applicable SOW.

29. Governing Law

- 29.1. This Agreement shall be governed by and construed in accordance with English law and the Parties hereby agree to submit to the exclusive jurisdiction of the English courts.

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SCHEDULE 1

Definitions and Interpretation

Wherever they occur in the Agreement, including any Special Terms, Schedules, Sections, Deliverable Specific Terms, references and annexes, the terms defined below shall have the meanings applied to them as set out below:

- **Agreement** means the terms and conditions of these Master Terms together with the SOW, any Schedules, Special Terms, Deliverable Specific Terms, any Changes, and any other documents incorporated in the same by reference;
- **Applicable Data Protection Laws** means:
 - to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data;
 - to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Codestone is subject, which relates to the protection of Personal Data.
- **Applicable Law** means the laws of England and Wales and any other laws or regulations, regulatory policies, statutes or industry codes which have mandatory effect and are applicable and binding on either Party or the Services from time to time;
- **Authorised Person** means a person authorised by a Party to sign off and enter into any Changes on behalf of that Party.
- **Bribery Laws** means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
- **British Standards** means the standards produced by the BSI Group which is incorporated under a Royal Charter (and which is formally designated as the National Standards Body (NSB) for the UK);
- **Change(s)** means any change to this Agreement carried out in accordance with the Change Control Procedure;
- **Change Control Procedure** means the procedure set out in Clause 2.6;
- **Client** means the Client as identified in a SOW;
- **Client Data** means all data provided to Codestone by or on behalf of the Client or to which Codestone has access in connection with the provision of the Deliverables, and includes Protected Data but excludes data in Recordings and Usage Data (as defined in the DPA);
- **Client Intellectual Property** means Intellectual Property Rights owned by the Client or licensed to it;
- **Client Solution** means the Deliverables delivered by Codestone to the Client during a Project as defined within one or more SOWs and any associated Change Requests;
- **Codestone** means **Codestone Solutions Limited**, a company incorporated and registered in England and Wales under registration number 3478376 and whose registered office is at 2 Nuffield Road, Nuffield Industrial Estate, Poole, Dorset, BH17 0RB;
- **Codestone Intellectual Property** means Intellectual Property Rights owned by Codestone or licensed to it including the Intellectual Property Rights in the Agreement and the Developed Materials;
- **Codestone Personnel** means all employees, agents, consultants, contractors, subcontractors and other representatives of Codestone, or their respective subcontractors, who are involved, or proposed to be involved, in the provision of the Deliverables;
- **Codestone Software** means software programs owned and manufactured by Codestone (not specifically developed for the Client) and their associated documentation;
- **Confidential Information** means any and all confidential information and documents (however recorded or preserved) disclosed by a Party or its employees, officers, representatives or advisors whether before or after the date of this Agreement relating to, and obtained pursuant to, the negotiating, entering into and/or performing of, this Agreement including, but not limited to:
- **Contract Year** means each consecutive period of 12 months commencing from the SOW Effective Date;
- **Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor and processing** shall have the respective

meanings given to them in Applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed** and **processes** shall be construed accordingly);

- **Deliverable(s)** means the Services, Vendor Products, and/or Developed Materials to be delivered or procured by Codestone to the Client as described in a SOW;
- **Deliverable Specific Terms** means, in respect of each Deliverable, the specific additional or amended terms relevant to that Deliverable (as Updated from time to time) as set out in a SOW;
- **Developed Materials** means software programs or tools, technology, designs, concepts, know-how, processes, inventions, devices, methodologies, specifications, documentation, techniques, information and materials of any kind delivered, used, developed, improved, modified, enhanced or made available by Codestone for the Client in connection with performing the Services;
- **DPA** means the Data Processing Addendum (including its Schedules) available at www.codestone.com/legal/data-privacy-and-protection which forms part of the Agreement and reflects the Parties' understanding and agreement relating to the processing of Protected Data;
- **Documentation** means any content in any form including but not limited to written, pictorial, diagrammatic, graphical, video or audio to be delivered by Codestone to the Client as defined in a SOW;
- **Employment Liabilities** means all claims, losses, costs, liabilities, demands, actions, fines, penalties, awards or expenses relating to the employment or engagement of a person (including decisions not to engage or dismissal), including for redundancy, unfair, wrongful or constructive dismissal (including legal costs);
- **EU GDPR** means the General Data Protection Regulation, Regulation (EU) 2016/679;
- **EULA** means the relevant end user licence agreement accepted by the Client or a User on behalf of a Client prior to accessing the Client Solution and/or Vendor Products available at <https://www.codestone.com/vendor-product-terms/>;
- **Executive Sponsor** means a senior representative of the Client with sufficient authority to provide strategic direction, make decisions, and resolve escalated issues relating to the Services under the appropriate Statement of Work. The Executive Sponsor acts as the primary escalation point for matters that cannot be resolved through day-to-day operational channels, including issues relating to Stakeholder availability, cooperation, and project governance.
- **Exit Services** means the continuation of all Services as specified in the Agreement carried out or performed by Codestone in accordance with Clause 20, as agreed between the Parties;
- **Expert** means an expert appointed in accordance with Clause 24;
- **Fair Usage Policy** means any applicable fair usage policy communicated to the Client in respect of its use of any of the Deliverables.
- **Force Majeure** means the occurrence, after the date of this Agreement, of any circumstances not caused by and is beyond the reasonable control of the affected party arising from (but not limited to):
 - war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
 - rebellion, revolution, insurrection, terrorism (including cyber terrorism), military or usurped power or civil war;
 - earthquake, tsunami, flood, fire, explosion, disease or medical epidemics or pandemics or outbreaks or other natural disaster, except to the extent that any such event is caused, or its effects contributed to, by the Party claiming Force Majeure;
 - riot, commotion or disorder except where solely restricted to the Codestone Personnel or the employees of any of its subcontractors or sub-supplier;
 - a general industrial dispute not limited to the Codestone Personnel, or the employees of any of its subcontractors or sub-suppliers; or
 - non-performance by suppliers or subcontractors (other than companies in the same Group as the Party seeking to rely on the Clause);
- **Group** means in relation to any company, that company and every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms 'subsidiary' and 'holding company' shall have the meanings given to them by [section 1159](#) and [Schedule 6](#) of the Companies Act 2006 but for the purposes of section 1159(1) a company shall be treated as a member of another company if any shares in that other company are registered in the name of (i)

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a person by way of security (where the company has provided the security) or (ii) a person as nominee for the company);

- **Hardware** means any physical computer, device or appliance;
- **Intellectual Property Rights** means copyright and related rights, know-how, Confidential Information, trade secrets, business name and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, moral rights, trademarks, service marks, trade names, patents, petty patents, utility models, design rights and database rights and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation 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;
- **Licence** means the licence granted in respect of any software or SaaS licensed under this Agreement including but not limited to Vendor Products, Codestone Software and third party software.
- **Licence Terms** means the legal and commercial terms which govern the use of the Licences and which are set out in the relevant SOW and EULA.
- **Location** means the location from which the Deliverables are to be used and/or to which other Services are to be provided as defined in a SOW under the Locations section, as appropriate;
- **Master Terms** means the terms set out in the clauses and other provisions of this document (including the Schedules), as Updated from time to time;
- **Minimum Period** means the initial Minimum Period set out in the SOW for which the Client has committed to receive the Deliverables;
- **Normal Business Hours** means 9:00 am to 5:00 pm local UK time on Working Days unless otherwise stated in the applicable SOW.
- **Party/Parties** means a party to this Agreement or parties.
- **Permitted User** means any individual who is authorised by the Client under the terms of the Licence, to access and use the Software on the Client's behalf, provided that such access and use is solely in accordance with the terms of these Subscription Specific Terms, the EULAs and any applicable Vendor Product Terms;
- **Personal Data** means any information relating to an identified or identifiable natural person ('Data Subject').
- **Policies** means Codestone's business policies as provided to the Client from time to time.
- **Prevailing Rates** means those rates set out in the Service Rate Card;
- **Price** means the charges for the Deliverables to be supplied under a SOW as set out in a SOW under the 'Price and Payment' section;
- **Project** means the project to deliver the Client Solution;
- **Project Manager(s)** means the individuals appointed by the Client and Codestone who are responsible for the management of each Parties' responsibilities under this Agreement;
- **Protected Data** means any Personal Data which Codestone (or any Sub-Processor) receives, accesses, collects or otherwise processes pursuant to, as a result of or in connection with the performance of the Services, the supply of the Deliverables and/or the Client Solution and/or the performance of the Agreement (including Personal Data in the Client Data and the Client Solution but excluding Usage Data as such terms are defined in the DPA);
- **Relief Event** means: (a) any breach by the Client of its obligations under this Agreement; (b) an act or omission of a third party which impacts the ability of Codestone to perform its obligations under the Agreement; (c) an event of Force Majeure; or (d) any error or malfunction in the Client's business systems or any other software, Hardware or system for which Codestone is not responsible; or (e) any failure by the Client, its agents or contractors (including any existing service provider) to obtain sufficient support and maintenance, as required, for any software, Hardware or Client solution for which Codestone is not responsible; or (f) any telecommunications network defect, delay or failure or failure of the Client's Hardware or other Client solution(s), which, in any case, has an adverse effect on Codestone's ability to perform its obligations under the Agreement;
- **Scope** means a high-level summary of the requirements of the Client, as set out in a SOW;
- **Service(s)** means the provision of the services to be performed by Codestone as set out under the applicable SOW or otherwise agreed in writing between the Parties;

- **Service Level Arrangements (SLA)** means the service levels stated in a SOW.
- **Service Rate Card** means Codestone's relevant service rate card that is in force at the date of the provision of the Service.
- **SOW** means a statement of work which may be entered into in writing between the Parties from time to time to record the terms on which Codestone shall provide the Deliverables specified in that SOW to the Client;
- **SOW Effective Date** means unless otherwise agreed, the last date of signature set out in the 'Declaration' section of the relevant SOW;
- **SOW Term** means the term of a SOW starting on the SOW Effective Date and continuing thereafter until terminated in accordance with the SOW or this Agreement, including any Exit Period;
- **Special Terms** a term specifically referenced as such in a SOW which takes precedence over the terms in main body of this Agreement;
- **Stakeholder** means any individual, group, or organisation that has an interest in or is affected by the outcome of a SOW;
- **Sub-Processor** means any Processor engaged by Codestone (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data on behalf of the Client.
- **Term** means the Minimum Period and any renewal thereof;
- **Vendor** means a third party vendor other than the Parties to this Agreement;
- **Vendor Products** means any services, Software as a Service, goods, code or software programs written, owned or provided by a Vendor which may be supplied or resold under this Agreement as specified in a SOW;
- **Vendor Product Terms** means any Vendor terms and conditions (including any software licence, terms and conditions specific to the Vendor Products which have been flowed-down to the Client and/or other EULA agreement) relating to the Client's use of the Vendor Products;
- **UK GDPR**: has the meaning given to it in the Data Protection Act 2018;
- **Update** has the meaning given in clause 1., and Updated shall be construed accordingly;
- **Update Notification** has the meaning given in clause 1.7;
- **User** means any person (including a Permitted User) who is to use the Deliverables for the business purposes of the Client as nominated by the Client from time to time;
- **Working Days** means any day Monday through to Friday inclusive which is not a Bank or Public Holiday in the United Kingdom.

The interpretation and construction of these Master Terms shall be subject to the following rules, except where the context makes it clear that a rule is not intended to apply:

- references to any Applicable Law (including to the Applicable Data Protection Laws and each of them) and to terms defined in such Applicable Law shall be replaced with or incorporate (as the case may be) references to any Applicable Law replacing, amending, extending, re-enacting or consolidating such Applicable Law (including any new Applicable Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Law, once in force and applicable;
- reference to legislation includes any subordinate legislation issued under it;
- reference to a person includes a natural person and any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- reference to a Party to the Agreement includes its legal successors and permitted assignees;
- a singular word includes the plural, and vice versa and any gender includes others;
- if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing; and
- the headings in these Master Terms, the SOW, Schedules and other documents referred to, are for reference purposes only and shall not affect the interpretation or construction of these Master Terms.

SCHEDULE 2

TUPE

1. Interpretation

The following definitions in this paragraph apply in this Schedule (in addition to the definitions in the main body of the Agreement):

- **Employee(s):** the employee(s) specified in writing to Codestone prior to the Transfer Date wholly or mainly assigned to all or part of the Existing Services immediately prior to the Transfer Date and whose contracts of employment transfer to Codestone as at the Transfer Date under TUPE whose details (to include names and roles) are listed in the relevant SOW.
- **Employee Liability Information:** in respect of each of the Employees:
 - a) their ages, dates of commencement of employment or engagement and gender;
 - b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
 - c) the identity of their employer or relevant contracting party;
 - d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual and/or enhanced redundancy payment or compensation schemes;
 - e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
 - f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and car schemes applicable to them;
 - g) information about any court or tribunal case, claim or action either brought by the Employee against the Customer or an Existing Supplier within the previous two years or where the Customer or Existing Supplier has reasonable grounds to believe that such action may be brought against Codestone arising out of the Employee's employment with the Customer or an Existing Supplier;
 - h) details of any such individuals on long-term sickness absence (being sickness absence in excess of 4 weeks), maternity or other statutory leave or otherwise absent from work;
 - i) information about any disciplinary action taken against the Employee(s) and any grievances raised by the Employees where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;
 - j) details of any current performance improvement plans, extended probationary periods or similar;
 - k) detail of holiday accrued but not taken in the applicable leave year together with details and dates of holiday booked to be taken for the leave year;
 - l) information about any collective agreement which will have effect after the Transfer Date in relation to the Employee(s) pursuant to regulation 5(a) of TUPE;
 - m) the employee liability information set out in regulation 11 of TUPE not otherwise separately referred to in this definition;
 - n) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (together with any updating letters or documents) and the applicable handbook, codes, policies and policies; and
 - o) any other information reasonably required by Codestone.
- **Existing Services:** any services the same or similar to the Services provided by the Customer or any Existing Supplier prior to the Transfer Date;
- **Existing Supplier:** any current supplier of Existing Services to the Customer prior to the Transfer Date;
- **Replacement Supplier:** any person or entity that provides all or part of the Services or services similar or equivalent to all or part of the Services in substitution for Codestone or any subcontractor of Codestone;
- **Services:** the works and services comprised in the Services performed or provided by or on behalf of Codestone pursuant to the Agreement;
- **Service Transfer Date:** the date on which the Services (or any part of the Services) provided under this SOW, for whatever reason transfer from Codestone to a Replacement Supplier or to the Customer;

- **Staffing Information:** in relation to the Transferring Employees, in an anonymised format:
 - a) their ages, dates of commencement of employment or engagement and gender;
 - b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
 - c) the identity of their employer or relevant contracting party;
 - d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
 - e) the current wages, salaries (including holiday pay), profit sharing, incentive and bonus arrangements applicable to them and how they are calculated;
 - f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Customer car schemes applicable to them;
 - g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
 - i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).
- **Transfer Date:** the date the provision of the Services by Codestone commences under the applicable SOW.
- **Transferring Employees:** the Employee(s) wholly or mainly assigned on the Service Transfer Date to the provision of the Services or any part of the Services under the applicable SOW and whose contract of employment will be transferred to the Customer or any Replacement Supplier pursuant to TUPE.

ENTRY PROVISIONS

2. Transfer of Employees to Codestone at the Transfer Date

- 2.1 The Customer and Codestone agree that the provision of the Services constitute a relevant transfer under TUPE and therefore believe that, pursuant to TUPE, at the Transfer Date, the Employees' contracts of employment will transfer to Codestone from the Customer or an Existing Supplier and Codestone will become the employer of the Employees.
- 2.2 The Customer shall or shall procure the Existing Supplier:
 - a) provides to Codestone the Employee Liability Information no less than 8 weeks prior to the Transfer Date; and
 - b) promptly updates the information supplied in 2.2 a) following any changes after the information has been provided to Codestone.
- 2.3 Following the date on which the Employee Liability Information was provided to Codestone pursuant to clause 2.2(s), the Customer warrants that they have not and shall not, save as required by law, done or do any of the following without the prior written consent of Codestone:
 - a) Increase the total number of Employees dedicated wholly to the Existing Services or increase the time spent by any of the Employees on the Existing Services;
 - b) Make, propose or permit any changes to the terms and conditions of employment or the benefits (whether contractual or discretionary) of any of the Employees;
 - c) Introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination or transfer of employment of any of the Employees.
- 2.4 The Customer agrees, and shall procure that any Existing Supplier shall agree, that it shall promptly notify Codestone of any notice to

terminate employment received from any of the Employees regardless of when such notice takes effect.

- 2.5 The Customer agrees to and shall procure that the Existing Supplier shall agree to cooperate with any pre-transfer consultation by Codestone in accordance with Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 if required.
- 2.6 The Customer represents, warrants and undertakes to Codestone that, as at the Transfer Date:
- a) no persons are employed or engaged in the provision of the Existing Services other than the Employees;
 - b) none of the Employees has given or received notice terminating their employment or will be entitled to give notice as a result of the provisions of this Agreement;
 - c) all salaries, emoluments and outgoings relating to the Employees (including without limitation all wages, commission, bonuses, PAYE, National Insurance contributions, holiday pay, pension contributions and otherwise) have been paid correctly and met up to and including the Transfer Date;
 - d) full particulars of the terms of employment of all the Employees (including all remuneration, incentives, bonuses, expenses and other payments and benefits whatsoever payable) are set out as part of the Employee Liability Information;
 - e) the Employee Liability Information provided is full, true and accurate in all material respects and up to date (as at the date provided);
 - f) no Employees are entitled to an enhanced redundancy payment or enhanced redundancy terms (whether or not contractual);
 - g) in relation to each of the Employees (and so far as relevant to each of its former employees who were employed or engaged in the provision of the Services) the Customer has:
 - (i) calculated and paid all holiday pay for periods of holiday taken under regulation 13 and regulation 13A of the Working Time Regulations 1998 (SI 1998/1833) in accordance with the Working Time Regulations 1998 and, in respect of leave taken under regulation 13, in accordance with Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;
 - (ii) complied with all obligations imposed on it by Articles of the Treaty on the Functioning of the European Union, European Commission Regulations and Directives and all statutes, regulations and codes of conduct relevant to the relations between it and its employees or it and any recognised trade union or appropriate representatives; and
 - (iii) complied with all collective agreements and customs and practices for the time being dealing with such relations or the conditions of service of its employees
 - h) neither it, nor the Existing Supplier, have been involved in any industrial or trade disputes in the last two years and to the best of the Customer's knowledge, information and belief there are no circumstances which may result in any industrial dispute involving the Employees and none of the provisions of this agreement including the identity of Codestone is likely to lead to any industrial dispute;
 - i) there are not outstanding any arrangement or agreement to which the Customer or any Existing Supplier is party in relation to the Employees for profit sharing or for payment to any of the Employees of bonuses or for incentive payments or other similar matters;
 - j) there is no agreement, arrangement, scheme or obligation (whether legal or moral) for the payment of any pensions,

allowances, lump sums or other like benefits on redundancy, on retirement or on death or during periods of sickness or disablement for the benefit of any of the Employees or former employees employed or engaged in the provision of the Services or for the benefit of dependants of such persons;

- k) no monies or benefits other than in respect of contractual emoluments are payable to any of the Employees and there is not at present a claim, occurrence or state of affairs which may hereafter give rise to a claim against the Customer arising out of the employment or termination of employment of any of the Employees for compensation for loss of office or employment or otherwise and whether under contract or any statute or regulations or otherwise;
- l) there is not in existence any contract of employment with directors or employees of the Customer (or any contract for services with any individual) relating to the Services which cannot be terminated by three months' notice or less without giving rise to the making of a payment in lieu of notice or a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal);
- m) the Customer has agreed to, and co-operated with, pre-transfer consultation by Codestone in accordance with Part IV of TULRCA, if required; and
- n) all obligations imposed on the Customer or the Existing Supplier, whether statutory, contractual or otherwise, in respect of the employment of the Employees have been complied with.

2.7 The Customer or Existing Supplier as applicable shall perform and discharge all its obligations in respect of the Employees up to and including the Transfer Date including, but not limited to, applicable information and consultation obligations under TUPE.

2.8 The Customer shall indemnify Codestone on demand in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by Codestone including without limitation all reasonable legal expenses and other professional fees (together with any VAT thereon) in relation to:

- a) any breach of paragraph 2.6 or failure to provide full and accurate Employee Liability Information in relation to the Employees;
- b) the employment or termination of the Employees on or before the Transfer Date;
- c) any act or omission in relation to the Employees by the Customer or an Existing Supplier on or before the Transfer Date;
- d) all and any claims in respect of all emoluments and outgoings in relation to the Employee(s) (including without limitation all wages, commission, bonuses, PAYE, National Insurance contributions, pension contributions, holiday pay and otherwise) payable in respect of any period on or before the Transfer Date;
- e) any claim arising out of the provision of, or proposal by the Customer (or an Existing Supplier) to offer any change to any benefit, term or condition or working condition of the Employee(s) arising on or before the Transfer Date;
- f) any claim made at any time by any person employed or engaged by the Customer or any Existing Supplier other than the Employees who claim to have become an employee of or have rights against Codestone by virtue of TUPE;
- g) any claim or threatened claim made by or in respect of any person employed or engaged or formerly employed or engaged by the Customer (or an Existing Supplier), other than the Employee(s) for which it is alleged Codestone may be liable by virtue of this Agreement and/or TUPE;
- h) any act or omission of the Customer (or an Existing Supplier) in relation to its obligations under TUPE including but not

limited to regulations 11 and 13 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE;

- i) the termination by the Customer or an Existing Supplier of the employment of the Employee(s) arising out of the transfer of the Services or Existing Services up to and including the Transfer Date; and
- j) anything done or omitted to be done in respect of the Employee(s) which is deemed to have been done by Codestone by virtue of TUPE;

provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Codestone.

2.9 All salaries and other emoluments accrued and payable including holiday pay, bonuses, taxation and national insurance contributions and contributions to retirement benefit schemes relating to the Employees shall be borne by the Customer or Existing Supplier up to and including the Transfer Date and by Codestone after the Transfer Date and up to the Service Transfer Date.

2.10 The Customer shall provide or shall procure that the Existing Supplier provides reasonable assistance to Codestone as required promptly without charge (including but not limited to the provision of information and access to relevant personnel of the Customer) in relation to any claims or actions brought against Codestone arising out of actions or omissions or similar set out in paragraph 2.

3. Employment Exit Provisions

3.1 After the Transfer Date, the provision of services to the Customer the same as or similar to the Services (or any part of the Services) may continue but the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement or any applicable SOW, in part, or otherwise) resulting in a transfer of the Services in whole or in part ('Service Transfer'). If a Service Transfer is a relevant transfer for the purposes of TUPE then, in such event, the Company or a Replacement Supplier would inherit liabilities in respect of the Transferring Employees. Accordingly if TUPE applies on a Service Transfer the provisions in this paragraph 3 shall apply.

3.2 Codestone agrees that, subject to compliance with Applicable Data Protection Laws, it shall:

- a) provide to the Customer the Staffing Information no less than 8 weeks prior to the Service Transfer Date; and
- b) promptly updates the information supplied in 3.2 a) following any changes after the information has been provided to the Customer.

3.3 Codestone shall indemnify the Customer on demand in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Customer or any Replacement Supplier including without limitation all reasonable legal expenses and other professional fees (together with any VAT thereon) in relation to:

- a) any act or omission by Codestone after the Transfer Date but on or before the Service Transfer Date in respect of the Transferring Employees;
- b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) accrued and payable in respect of any period after the Transfer Date but on or before the Service Transfer Date; and
- c) any act or omission of Codestone in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE except to the extent that the liability arises from the Customer or Replacement Supplier's failure to comply with regulation 11 of TUPE.

3.4 The Customer shall indemnify Codestone against all claims costs, expenses or liabilities whatsoever arising from the Customer's or the Replacement Supplier's failure to perform and discharge any obligation and against any claims in respect of any Transferring Employees arising from or as a result of:

- a) any act or omission by the Customer or the Replacement Supplier relating to a Transferring Employee occurring after the Service Transfer Date; and
- b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable in whole or in part after the Service Transfer Date; and
- c) any measures or proposed measures or any actual or proposed change in employment terms and conditions that the Customer or Replacement Supplier may consider, including without limitation claims for constructive dismissal or pursuant to regulations 4(9) or 4(11) of TUPE.

3.5 The parties shall co-operate to ensure that any requirement to inform and consult appropriate representatives or employees in relation to any relevant transfer as a consequence of a transfer of services similar to or the same as the Services to the Customer or a Replacement Supplier will be fulfilled.

3.6 The Customer shall assume (or shall procure that the Replacement Supplier shall assume)

- a) responsibility for all emoluments and outgoings in respect of the Transferring Employees (including without limitation all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after on or after the Service Transfer Date; and
- b) the outstanding obligations of Codestone in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration before the Service Transfer Date.

