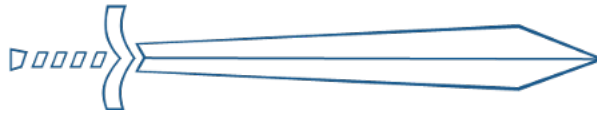


# Blue Sword



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## **BLUESWORD DIGITAL MARKETING AGREEMENT**

### **TERMS AND CONDITIONS**

**WEBSITE DESIGN, DEVELOPMENT, PROMOTION AND HOSTING,  
SEARCH ENGINE OPTIMISATION AND SOCIAL MEDIA MARKETING SERVICES**

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To be read in conjunction with the Order Form and Proposal Document

Dated: Oct 2020

**BETWEEN:**

- (1) BLUE SWORD LIMITED incorporated and registered in the United Kingdom with company number SC426563 whose registered office is at 505 Great Western Road, Glasgow, G12 8HN (“Bluesword Ltd”) and
- (2) The Client as specified in the Order Form (“the Client”)

**WHEREAS:**

- (1) Bluesword Ltd carries on the business of:
  - a. website design, development, hosting, and related services.
  - b. providing search engine optimisation (“SEO”) services.
  - c. providing social media marketing services.
- (2) The Client wishes to engage Bluesword Ltd to provide the services as set out in the Order Form subject to the terms and conditions set out in this Agreement such as they relate to those services specified.

**IT IS AGREED** as follows:

**4. Definitions and Interpretation**

4.5 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Acceptance Retests”</b>	means the retests to be carried out in the event of Defects as set out in Clause 9 and Schedule 2;
<b>“Acceptance Tests”</b>	means the tests to be carried out on the Website as set out in Clause 9 and Schedule 2;
<b>“Audit Report”</b>	means a report setting out the current status of the Website with respect to SEO and search engine rankings;
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary UK banks are open for their full range of normal business;
<b>“Commencement Date”</b>	Means the Contract start Date as specified on the Order Form;
<b>“Competition Report”</b>	means a report providing details of factors including, but not limited to, competing websites’ search engine rankings;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“personal data” “data subject” “data controller” “data processor” and “personal data breach”</b>	shall each have the meaning defined in Article 4 of the GDPR;
<b>“Defect Report”</b>	means a report of Defects compiled by Bluesword Ltd as described in sub-Clause 6.4;
<b>“Defect”</b>	means any failure in the Website that causes it to fail any part of the Acceptance Tests;

<b>“Designated Search Engines”</b>	means the search engines on which Bluesword Ltd shall apply the SEO Services with a view to improving the ranking of the Website as defined in the Proposal;
<b>“Hosting Specification”</b>	means a document setting out the particulars of the hosting services that the Client requires Bluesword Ltd to provide, attached as Schedule 3;
<b>“Intellectual Property Rights”</b>	means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;  (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);  (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and  (d) the right to sue for past infringements of any of the foregoing rights;
<b>“Keyword Report”</b>	means a report detailing Bluesword Ltd recommendations for keywords to be included in the Website;
<b>“Order form”</b>	The document titled ‘Order Form’ summarising the services to be provided and signed by The Client;
<b>“Period”</b>	means either the Initial Period or a Subsequent Period;
<b>“Proposal Document”</b>	A copy of which is attached to the Order Form
<b>“Required Information”</b>	means the information which the Client must supply to Bluesword Ltd to enable them to carry out the SEO Services AND/OR the Social Media Marketing Services as defined in the Proposal Document;
<b>“Required Materials”</b>	means materials, including but not limited to logo’s, product images and text content, required by Bluesword Ltd in order to provide the Social Media Marketing Services;
<b>“SEO Services”</b>	means the SEO services to be provided by Bluesword Ltd to the Client in accordance with the terms and conditions of this Agreement as defined in the Proposal Document; and
<b>“Social Media Marketing Services”</b>	means the social media marketing services to be provided by Bluesword Ltd to the Client in accordance with the terms and conditions of this Agreement as defined in the Proposal Document.
<b>“Website SEO”</b>	means the application of the SEO services to the Website including, but not limited to, the editing of the Website.

4.6 Unless the context otherwise requires, each reference in this Agreement to:

- 4.6.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 4.6.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time and shall include all subordinate legislation made from time to time;
- 4.6.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 4.6.4 a Schedule is a schedule to this Agreement;

- 4.6.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
- 4.6.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 4.7 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 4.8 Words imparting the singular number shall include the plural and vice versa.
- 4.9 References to any gender shall include any other gender.
- 4.10 References to persons shall include corporations.

## **Engagement of Bluesword Ltd for Website design, development, hosting, and related services**

### **5. Scope of Services, Project Specification, and Client Site Materials**

- 5.5 The Parties have prepared and agreed upon the Project Specification and Hosting Specification for the Website as set out in Proposal Document respectively.
- 5.6 Bluesword Ltd shall provide the Services which shall include the design, development, and delivery of the Website in accordance with the Project Specification and in accordance with the Project Milestones as set out at Schedule 1.
- 5.7 Bluesword Ltd shall host the Website on the Server in accordance with the Hosting Specification.
- 5.8 Either Party may request or propose amendments to the Project Specification and/or to the Hosting Specification. Any proposed amendments must be made in writing.
- 5.9 Within 10 Business Days of receipt of a request, Bluesword Ltd shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Project Fees, the Project Specification, the Hosting Fees, and/or the Hosting Specification.
- 5.10 Within 10 Business Days of receipt of Bluesword Ltd's notice under sub-Clause 2.5, the Client shall notify Bluesword Ltd in writing of its acceptance of Bluesword Ltd's changes to the Project Fees, Project Specification, Hosting Fees, and/or Hosting Specification, or shall request a meeting with Bluesword Ltd to discuss the same further.
- 5.11 The Client Site Materials shall be provided by the Client in accordance with the Project Specification
- 5.12 Bluesword Ltd shall include the following promotional statement on the home page of the Website '*Designed and developed by Bluesword Ltd*'

### **6. Client's Responsibilities**

- 6.5 The Client shall promptly, at Bluesword Ltd's request, provide Bluesword Ltd with any and all information, data, documentation, and Client Site Materials that Bluesword Ltd reasonably requires in order to perform its obligations under this Agreement.
- 6.6 The Client shall be fully responsible for the Client Site Materials and for the content, accuracy, and completeness thereof and shall indemnify Bluesword Ltd against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Site Materials contain any material that is unlawful or otherwise offensive (including, but not limited to, material that is obscene, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).
- 6.7 The Client hereby acknowledges that Bluesword Ltd's ability to perform its obligations under this Agreement is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

### **7. Project Management and Reporting**

- 7.5 For the duration of the design and development of the Website (that is, until the Website is deemed accepted by the Client under sub-Clause 6.10 or 6.11), each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party on all matters under this Agreement.
- 7.6 Bluesword Ltd shall provide regular updates detailing the progress of the design and development of the Website. In particular, such reports shall indicate any important matters requiring the Client's attention.

### **8. Third-Party Software**

- 8.5 The Third-Party Software maybe be supplied and incorporated into the Website in accordance with the applicable software licence agreement[s].

- 8.6 The licence fee[s] payable for the Third-Party Software shall form a part of the proposal Fees payable.

## 9. Development, Testing, and Acceptance

- 9.5 Upon completion of each milestone of the Website by Bluesword Ltd in accordance with the in Schedule 1, the Client shall have 10 Business Days to comment, feedback, and sign off each stage. the Client shall be deemed to have accepted the milestone delayed if there is no feedback for a period of more than 20 Business Days by the Client without Bluesword Ltd's written agreement to such a delay.
- 9.6 Upon completion of the design and development of the Website by Bluesword Ltd in accordance with the Project Specification, the Client shall have a 10 Business Day Testing Period during which it shall carry out the Acceptance Tests on the Website as specified in Schedule 2.
- 9.7 In the event that the Acceptance Tests are not passed, the Client shall inform Bluesword Ltd at the end of the Testing Period of all Defects in writing.
- 9.8 Upon receipt by Bluesword Ltd of the Client's information under sub-Clause 6.3, Bluesword Ltd shall have a period of 10 Business Days to compile the Client's reports of Defects into a Defect Report which Bluesword Ltd shall provide to the Client in writing by the end of that period.
- 9.9 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defects and to agree upon solutions and a suitable timetable for implementing such solutions.
- 9.10 In the event that a fault or failure is found to have been caused by an act or omission of the Client, or by any other party associated with the Client for whom Bluesword Ltd has no responsibility, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Developer Defects are present, the Website shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 6.10 shall apply.
- 9.11 Defects shall be remedied by Bluesword Ltd at no additional cost to the Client. The Client may request that Bluesword Ltd remedy any Non-Developer Defects, however Bluesword Ltd shall reserve the right to charge the Client in full for such remedial work at its then-current rates for such work and to require full payment of the same in advance.
- 9.12 Where applicable, upon the completion by Bluesword Ltd of any and all necessary work to remedy Defects identified during the Acceptance Tests, the Client shall have a 5 Business Day Retest Period during which it shall carry out the Acceptance Retests on the Website (or the affected parts thereof, as appropriate) as specified in Schedule 1.
- 9.13 In the event that the Acceptance Retests are not passed, the Client shall have the following options (all of which shall be without prejudice to the Client's other rights and remedies):
- 9.13.1 to require Bluesword Ltd to remedy the remaining Defects and to agree upon a suitable timetable and deadline for the completion of that remedial work and subsequent Acceptance Retests. If the Website fails the Acceptance Retests again, the Client may require the repetition of the steps in this sub-Clause 6.9.1 or it may proceed under sub-Clauses 6.9.2 or 6.9.3; or
  - 9.13.2 to accept the Website in its then-current state, subject to a reasonable reduction in the Project Fees payable to Bluesword Ltd which shall be agreed upon between the Parties in writing within 10 Business Days of the completion of the Acceptance Retests. If the Parties do not agree upon such a reduction within the time limit, the Client shall be entitled to reject the Website in accordance with sub-Clause 6.9.3; or
  - 9.13.3 to reject the Website in its entirety for failure to comply with the Project Specification and this Agreement. This Agreement shall be terminated immediately.
- 9.14 The Website shall be deemed to have been accepted when all Acceptance Tests

and (where applicable) Acceptance Retests have been passed and no Defects remain (excluding Non-Developer Defects and any Defects accepted by the Client under sub-Clause 6.9.2).

- 9.15 Notwithstanding the foregoing provisions of this Clause 6, the Client shall be deemed to have accepted the Website before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:
- 9.15.1 the Client uses the Website or any part of it in the course of business other than for testing purposes in accordance with the Acceptance Tests or Acceptance Retests specified in Schedule 2; or
  - 9.15.2 the Acceptance Tests or Acceptance Retests are unreasonably delayed for a period of more than 20 Business Days by the Client without Bluesword Ltd's written agreement to such a delay and to extend the relevant Testing Period or Retest Period.
- 9.16 Within 10 Business Days of acceptance of the completed Website, Bluesword Ltd shall begin hosting the Website on its Server.

## 10. Website Hosting and Maintenance

- 10.5 Bluesword Ltd shall update the Website with any and all Client Site Materials provided to them from time to time by the Client within 10 Business Days of receipt.
- 10.6 Bluesword Ltd shall provide the Client with access to the Server for the purposes of enabling the Client to update information on the Website and update the Website with Client Site Materials.
- 10.7 Bluesword Ltd shall only update the Website with Client Site Materials. Bluesword Ltd shall have no control over User Content and shall not be responsible for monitoring the same.
- 10.8 Notwithstanding sub-Clause 7.3, if Bluesword Ltd reasonably believes that any content on the Website (including, but not limited to User Content and Client Site Materials) is unlawful or otherwise offensive (including, but not limited to, material that is obscene, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party), it shall inform the Client immediately of such content and shall remove the same immediately.

## 11. Intellectual Property

- 11.5 The Client warrants that they have the right to use all Client Site Materials supplied by them to Bluesword Ltd and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.
- 11.6 Bluesword Ltd warrants that they have the right to use all Developer Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.
- 11.7 Bluesword Ltd shall retain ownership of all Intellectual Property Rights subsisting in the Website until the Agreed Fees are paid in full by the Client. Upon receipt by Bluesword Ltd of all sums due, Bluesword Ltd shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment.
- 11.8 Bluesword Ltd shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Website created or supplied by Bluesword Ltd provided that the Client:
- 11.8.1 promptly notifies Bluesword Ltd in writing of the claim or proceedings;
  - 11.8.2 makes no admissions or settlements without Bluesword Ltd's prior written consent;
  - 11.8.3 provides Bluesword Ltd with all information and assistance that Bluesword Ltd may reasonably require; and

- 11.8.4 gives Bluesword Ltd sole authority to defend or settle the claim or proceedings.
- 11.9 The Client shall indemnify Bluesword Ltd against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Client Site Materials provided that Bluesword Ltd:
  - 11.9.1 promptly notifies the Client in writing of the claim or proceedings;
  - 11.9.2 makes no admissions or settlements without the Client's prior written consent;
  - 11.9.3 provides the Client with all information and assistance that the Client may reasonably require; and
  - 11.9.4 gives the Client sole authority to defend or settle the claim or proceedings.
- 11.10 The indemnities set out in this Clause 8 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.
- 11.11 Bluesword Ltd shall not use any Client Site Materials, any Developer Materials assigned to the Client under this Agreement, in the creation of any website or other material of any kind for any third party.

## 12. Website Warranties

- 12.5 Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.
- 12.6 Bluesword Ltd shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website design, development, and hosting industry.
- 12.7 Bluesword Ltd warrants that the Website shall be free of errors, viruses, and material defects and that it will perform in accordance with the Project Specification for the period of the contract. In the event that the Website does not perform in accordance with the Project Specification, Bluesword Ltd shall ensure that the Website complies with the Project Specification without undue delay and at no additional cost to the Client.
- 12.8 The warranty provided in sub-Clause 9.3 shall not apply to the extent that any non-conformity with the Project Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of Bluesword Ltd.



## **Engagement of Bluesword Ltd for providing search engine optimisation (“SEO”) services**

### **13. Engagement of Bluesword Ltd**

- 13.5 The Client engages Bluesword Ltd to provide the SEO Services.
- 13.6 Bluesword Ltd shall provide the SEO Services in accordance with the Order Form.
- 13.7 Bluesword Ltd shall be responsible for the quality of the SEO Services and shall ensure that all work is performed with reasonable care and, without limitation, is wholly responsible for ensuring that anyone authorised by it to perform all or any part of the SEO Services shall also do so competently and with reasonable care.

### **14. Nature of Engagement**

- 14.5 Bluesword Ltd shall at all times be responsible for organising how and in what order the SEO Services are performed and shall liaise with the Client (or the Client’s representative) to ensure that due account is taken of the impact of the timing of the SEO Services to be performed upon the activities of the Client and any other contractors, consultants and similar third parties also engaged by the Client.
- 14.6 The engagement and appointment of Bluesword Ltd under this Agreement does not create any mutual obligations on the part of the Client or Bluesword Ltd to offer or accept any further engagement and no continuing relationship shall hereby be created or implied.

### **15. The SEO Services**

- 15.5 Bluesword Ltd shall provide the SEO Services specified in the Proposal and order form in accordance with this Agreement.
- 15.6 Bluesword Ltd shall not incur any charges to the Client including, but not limited to, the setting up of pay-per-click campaigns, without the prior written agreement and authorisation of the Client.
- 15.7 The Website SEO shall be performed directly and all changes to the Website shall be uploaded directly
- 15.8 Bluesword Ltd shall produce the following deliverables on a
  - 15.8.1 Keyword research
  - 15.8.2 Creation of geographical targeted web pages
  - 15.8.3 Optimisation of the website’s performance
  - 15.8.4 User analysis
  - 15.8.5 Keyword optimisation
  - 15.8.6 Development of new content such as blogs
  - 15.8.7 Report on website technical issues that might affect SEO
  - 15.8.8 the analytics report
- 15.9 The Client understands and acknowledges the following:
  - 15.9.1 The times for websites to appear on search engine listings vary and Bluesword Ltd can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.
  - 15.9.2 Bluesword Ltd cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.
  - 15.9.3 Bluesword Ltd accepts no responsibility for any detrimental effect on the Website’s search engine rankings which results

from any activity of the Client or any third party including, but not limited to, alterations to the Website.

- 15.9.4 Bluesword Ltd makes no guarantee that the SEO Services will result in the Website appearing in the top 10 search results on the Designated Search Engines.

**16. SEO Intellectual Property Rights**

- 16.5 Upon receipt in full by Bluesword Ltd of all sums due in the Order Form, the copyright and any and all other Intellectual Property Rights subsisting in any and all materials created by Bluesword Ltd in the course of providing the SEO Services shall be deemed to be assigned to the Client and Bluesword Ltd shall be deemed to have waived all moral rights in respect of such work arising out of Chapter IV of the Copyright Designs and Patents Act 1988.

**17. Bluesword Ltd SEO Warranties**

- 17.5 Bluesword Ltd represents, warrants, undertakes, and agrees with the Client as follows:
- 17.5.1 the work produced in the course of the SEO Services shall be original to Bluesword Ltd and shall not infringe any copyright, other Intellectual Property Rights, moral rights, rights of privacy, rights of publicity, or any other rights whatsoever of any person;
  - 17.5.2 the work produced in the course of the SEO Services shall not, under the laws of England and Wales, be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material which has been obtained in violation of the Data Protection Act 1998, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any analogous domestic or foreign legislation and nothing contained in the work will, if published, constitute a contempt of court;
  - 17.5.3 Bluesword Ltd shall not assign, licence, transfer, encumber or otherwise dispose of any rights of copyright or any other rights in or to the work produced in the course of the SEO Services except pursuant to this Agreement and shall not enter into any agreement or arrangement which might conflict with the Client's rights under this Agreement or might interfere with Bluesword Ltd's performance of its obligations under this Agreement;
  - 17.5.4 Bluesword Ltd hereby undertakes to indemnify the Client and keep the Client at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Client on a solicitor and own-client basis), awards, or damages howsoever arising – directly or indirectly – as a result of any breach or non-performance by Bluesword Ltd of any of Bluesword Ltd's undertakings, warranties, or obligations under this Agreement.

## **Engagement of Bluesword Ltd to provide Social Media Marketing Services**

### **18. Provision of the Social Media Marketing Services**

- 18.5 With effect from the Commencement Date, Bluesword Ltd shall, throughout the Initial Period and any and all agreed Subsequent Periods, provide the Social Media Marketing Services to the Client.
- 18.6 Bluesword Ltd shall provide the Social Media Marketing Services with reasonable skill and care, commensurate with prevailing standards in the social media marketing industry in the United Kingdom.
- 18.7 Bluesword Ltd shall act in accordance with the terms of this Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of this Agreement and the definition of the Social Media Marketing Services as set out in the Proposal Document.
- 18.8 Bluesword Ltd shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Social Media Marketing Services.
- 18.9
- 18.10 Bluesword Ltd shall use all reasonable endeavours to accommodate any reasonable changes to the Social Media Marketing Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the fees payable that may be due as a result of such changes.

### **19. The Social Media Marketing Services**

- 19.5 Bluesword Ltd shall provide the Social Media Marketing Services as described in Proposal and order form.
- 19.6 Bluesword Ltd shall ensure that regular activity takes place on the specified social media platforms specified and in particular shall undertake the following activities:
  - 19.6.1 Creation of a communications plan
  - 19.6.2 Creation and sign off of content plans covering a two week period
  - 19.6.3 Schedule content to go out at relevant times
  - 19.6.4 Monitoring of social media accounts
  - 19.6.5 Initial holding response to engagement
  - 19.6.6 Provide a monthly review and analytics report
  - 19.6.7 Monthly catch-up call
  - 19.6.8 Quarterly review meeting

Bluesword Ltd requires the Client's access credentials for the social media platforms in order to provide the Social Media Marketing Services.

- 19.7 The Client hereby authorises Bluesword Ltd to use the Client's abovementioned access credentials solely for the purposes of providing the Social Media Marketing Services. All such information is hereby designated Confidential Information and shall be treated accordingly.
- 19.8 Bluesword Ltd shall produce and deliver to the Client the following reports detailing the status and progress of the social media marketing activities on each of the abovementioned social media platforms Monthly.
- 19.9 At the end of each 3 month period, the Parties shall arrange a web conference to discuss the Social Media Marketing Services carried out during that Period, addressing matters including, but not limited to, the reports listed above, the status and progress of all social media marketing activities carried out thus far, and the strategy for the next Period.

### **20. The Client's Obligations**

- 20.5 Bluesword Ltd requires the following in order to provide the Social Media Marketing

Services:

- 20.5.1 The Required Information about the Client and its business, activities and social media content
- 20.6 Bluesword Ltd may from time to time require the Client's input or feedback on Social Media Content prior to its publication in the course of the Social Media Marketing Services. The Client shall use all reasonable endeavours to respond with the required feedback within 5 Business Days.
- 20.7 In the event that any of the Required Information, or any other information supplied by the Client to Bluesword Ltd (including, but not limited to, the access credentials) changes and such a change will materially affect the provision of the Social Media Marketing Services by Bluesword Ltd, the Client shall inform Bluesword Ltd of the same without undue delay.
- 20.8 Bluesword Ltd shall not be liable for any delays in the provision of the Social Media Marketing Services that may result from the Client's failure to comply with any of its obligations (or the delivery requirements applying thereto) under this Clause or any other of its obligations arising under this Agreement.

**21. SMM Intellectual Property Rights**

- 21.5 All Intellectual Property Rights subsisting in the Required Information, Required Materials, and in any other Client Materials shall at all times remain the property of the Client (or its licensors, as appropriate). Nothing in this Agreement shall vest any rights in any material provided by, or otherwise belonging to the Client (or its licensors, as appropriate) in Bluesword Ltd. The Client hereby grants to Bluesword Ltd a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any and all Required Information, Required Materials and any other Client Materials for the purposes of providing the Social Media Marketing Services in accordance with this Agreement.
- 21.6 Upon receipt in full by Bluesword Ltd of all sums due on the order form, the copyright and any and all other Intellectual Property Rights subsisting in the Social Media Content created by Bluesword Ltd during that Period shall be assigned to the Client and Bluesword Ltd shall be deemed to have waived any and all moral rights in respect of the same. Bluesword Ltd shall execute all documents and take all actions necessary or reasonably requested by the Client to document, obtain, maintain, perfect or assign its rights in such content.

## General Terms applicable for all Services

### 22. Fees and Payment

- 22.5 This Agreement shall enter into force on signing of the order form and Bluesword Ltd shall commence the provision of the Specified Services on the Contract Start Date. Unless otherwise stated on the Order Form Bluesword Ltd shall provide the Services for an Initial Term 12 months at which point this Agreement will be automatically roll over to a monthly recurring agreement which may be terminated with 30 days' notice.
- 22.6 The Client shall pay to Bluesword Ltd fee agreed in the order form, calculated in accordance with the proposal, by Direct Debit 14 days after receipt of Bluesword Ltd's invoice for the same.
- 22.7 Any and all sums invoiced under this Agreement shall be exclusive of VAT.
- 22.8 If the Client fails to make any payment due to Bluesword Ltd on or by the due date for payment, then, without prejudice to Bluesword Ltd's other rights and remedies, the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.
- 22.9 Interest shall accrue daily at the Standard Court Rate of England and Wales plus an administration fee of £50.
- 22.10 Blue Sword Ltd reserves the right to take down or otherwise modify the website should the Client fail to pay their invoice after 90 days from the date it was due.

### 23. Liability

- 23.5 Bluesword Ltd shall not be liable to the Client for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 23.6 The Client shall not be liable to Bluesword Ltd for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 23.7 Each Party's total liability to the other in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed the value of the 12 month fees detailed in the Order Form.
- 23.8 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.

### 24. Data Protection

- 24.5 All personal data that the Parties may use in connection with this Agreement shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.
- 24.6 Complete details of Blue Swords collection, processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' legal bases for using such personal data, details of data subjects' rights, and personal data sharing (where applicable) are attached in Schedule 4.

### 25. Data Processing

- 25.1 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause shall not relieve either Party of any obligations

set out in the Data Protection Legislation and does not remove or replace any of those obligations.

- 25.2 For the purposes of the Data Protection Legislation and for this Clause, the Client is the data controller and Bluesword Ltd is the data processor.
- 25.3 The type(s) of personal data, the categories of data subject, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 25.4 The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to Bluesword Ltd for the purposes described in this Agreement.
- 25.5 Bluesword Ltd shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
  - 25.5.1 process the personal data only on the written instructions of the Client unless Bluesword Ltd is otherwise required to process such personal data by law. Bluesword Ltd shall promptly notify the Client of such processing unless prohibited from doing so by law;
  - 25.5.2 ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
  - 25.5.3 ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
  - 25.5.4 not transfer any personal data outside of the European Economic Area without the prior written consent of the Client and only if the following conditions are satisfied:
    - a) the Client and/or Bluesword Ltd has/have provided suitable safeguards for the transfer of personal data;
    - b) affected data subjects have enforceable rights and effective legal remedies;
    - c) Bluesword Ltd complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
    - d) Bluesword Ltd complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.
  - 25.5.5 assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - 25.5.6 notify the Client without undue delay on becoming aware of a personal data breach;
  - 25.5.7 on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Agreement unless it is required to retain any of the personal data by law; and
  - 25.5.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause and to allow for audits by the Client and/or any party designated by the Client.
- 25.6 Bluesword Ltd shall not sub-contract any of its obligations with respect to the processing of personal data under this Agreement without the prior written consent

of the Client. In the event that Bluesword Ltd appoints such a sub-processor, Bluesword Ltd shall:

- 25.6.1 enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon Bluesword Ltd by this Clause and which shall permit both Bluesword Ltd and the Client to enforce those obligations; and
- 25.6.2 ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 25.7 In the event that Bluesword Ltd sub-contracts its obligations with respect to the processing of personal data, as between the Client and Bluesword Ltd, Bluesword Ltd shall remain fully liable for all acts and omissions of the sub-processor.
- 25.8 Either Party may, at any time, and on at least 30 days' notice, alter this Clause, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause by attachment to the Order Form.

## 26. Network and Information Systems Security

- 26.5 Bluesword Ltd has in place the security measures to protect its network and information systems set out in Schedule 5. Bluesword Ltd hereby warrants that the information provided in Schedule 5 is accurate and up-to-date and that it shall inform the Client immediately of any changes made thereto.
- 26.6 Bluesword Ltd shall notify the Client immediately in the event that it becomes aware of any security incident affecting its network and information systems that has the potential to affect the Client. Bluesword Ltd shall respond without undue delay to any and all queries or requests from the Client with respect to any such incident, irrespective of whether that incident has been discovered by the Client or Bluesword Ltd, and at all times keeping in mind the extent of any reporting obligations applicable to the Client under the Network and Information Systems Regulations 2018 (the "NIS Regulations") and any other statutory or regulatory time limits with which the Client is required to comply.
- 26.7 Bluesword Ltd shall use its best endeavours to ensure business continuity for the Client at all times.
- 26.8 Bluesword Ltd shall at all times co-operate fully with the Client with respect to compliance with the NIS Regulations. Such co-operation and compliance shall include, but not be limited to, requests for information in the event of security incidents (suspected or actual) and inspections by regulatory authorities.

## 27. Indemnity

- 27.5 Bluesword Ltd (as an "Indemnifying Party") hereby undertakes to indemnify the Client (as an "Indemnified Party") and to keep the Client at all times fully indemnified from and against all losses arising as a result of any action or claim that the Client's use, possession or ownership of any and all materials (including, but not limited to, Social Media Content) created by Bluesword Ltd in the course of providing the Social Media Marketing Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 27.6 The Client (as an "Indemnifying Party") hereby undertakes to indemnify Bluesword Ltd (as an "Indemnified Party") and to keep Bluesword Ltd at all times fully indemnified from and against all losses arising as a result of any action or claim that Bluesword Ltd's use of any Required Information, Required Materials or other Client Materials in the course of providing the Social Media Marketing Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 27.7 In the event of an action or claim arising as under sub-Clauses 24.1 or 24.2, the Indemnifying Party shall have complete control over the litigation and/or settlement of the action or claim and shall keep the Indemnified Party fully informed of the same at reasonable intervals.

- 27.8 In the event of an action or claim arising as under sub-Clauses 24.1 or 24.2, the Indemnified Party shall:
- 27.8.1 Notify the Indemnifying Party immediately in writing upon becoming aware of the action or claim;
  - 27.8.2 Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying Party;
  - 27.8.3 Provide the Indemnifying Party with all reasonable information and assistance reasonably required by the Indemnifying Party, at the Indemnifying Party's cost, with respect to the action or claim; and
  - 27.8.4 Allow the Indemnifying Party complete control over the litigation and/or settlement of the action or claim.

## 28. Warranties

- 28.5 Each Party hereby warrants to the other that it has the full power and authority to enter into this Agreement and to perform its respective obligations hereunder.
- 28.6 Bluesword Ltd represents, warrants, undertakes, and agrees with the Client that all content produced by Bluesword Ltd in the course of providing the Social Media Marketing Services (including, but not limited to, Social Media Content) shall be original to Bluesword Ltd (save to the extent that it incorporates any of the Required Information, Required Materials or other Client Materials), and shall not infringe any Intellectual Property Rights belonging to a third party.
- 28.7 The Client represents, warrants, undertakes and agrees with Bluesword Ltd that the Required Materials and any other Client Materials shall be original to the Client (or that, where any Required Materials or other Client Materials are provided by a third party, it has received the necessary consents or permissions to use the same) and shall not infringe any Intellectual Property Rights belonging to a third party.
- 28.8 The Client represents, warrants, undertakes and agrees with Bluesword Ltd that the Required Materials and other Client Materials shall not, under the laws of England and Wales, be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material that has been obtained in violation of the Data Protection Act 1998, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any similar domestic [or foreign] legislation and nothing contained in the Required Materials or other Client Materials will, if published, constitute a contempt of court.

## 29. Confidentiality

- 29.5 Both Parties undertake that, except as provided by sub-Clause 26.2 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and for 2 years after its termination:
- 29.5.1 keep confidential all Confidential Information;
  - 29.5.2 not disclose any Confidential Information to any other party;
  - 29.5.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
  - 29.5.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 29.5.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 26.1.1 to 26.1.4 above.
- 29.6 Subject to sub-Clause 26.3, either Party may disclose any Confidential Information to:
- 29.6.1 any of their sub-contractors, substitutes, or suppliers;
  - 29.6.2 any governmental or other authority or regulatory body; or



- 29.6.3 any of their employees or officers or those of any party described in sub-Clauses 26.2.1 or 26.2.2;
- 29.7 Disclosure under sub-Clause 26.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 26.2.2 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 29.8 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 29.9 When using or disclosing Confidential Information under sub-Clause 26.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 29.10 The provisions of this Clause 26 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

### 30. Term and Termination

- 30.5 This Agreement shall commence on the Commencement Date and, subject to the provisions of this Clause 27, terminate at any point with 30 days' notice after the 12 month initial term unless otherwise specified in the Order Form.
- 30.6 Either Party may terminate this Agreement at any time by giving to the other not less than 30 days written notice.
- 30.7 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:
  - 30.7.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Business Days of the due date for payment;
  - 30.7.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 30.7.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 30.7.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 30.7.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);
  - 30.7.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 30.7.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 30.7.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 27, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 30.8 For the purposes of sub-Clause 27.3.2, a breach shall be considered capable of

remedy if the Party in breach can comply with the provision in question in all respects.

30.9 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Agreement.

30.10 On the termination or expiry of this Agreement:

30.10.1 all licences granted to Bluesword Ltd by the Client under this Agreement shall terminate immediately;

30.10.2 Bluesword Ltd shall return all Client Site Materials and any and all copies of the Project Specification in its possession to the Client without undue delay;

30.10.3 Bluesword Ltd shall provide all such assistance as is reasonably required by the Client in order to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by Bluesword Ltd in providing such assistance;

30.10.4 any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

### 31. **Effects of Termination**

Upon the termination or expiry of this Agreement for any reason:

31.5 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;

31.6 all licences granted to Bluesword Ltd by the Client to use the Required Information, Required Materials, any and all other Client Materials shall terminate immediately;

31.7 Bluesword Ltd shall, at the Client's request, either promptly return or destroy all Required Information, Required Materials, and other Client Materials in its possession and/or control and shall issue a certificate of such return and/or destruction;

31.8 each Party shall immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, including, but not limited to, the Client's access credentials and shall at the other Party's request, either promptly return or destroy all such Confidential Information in its possession and/or control and shall issue a certificate of such return and/or destruction;

31.9 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;

31.10 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of this Agreement which existed at or before the date of termination; and

31.11 subject as provided in this Clause 28 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

### 32. **Force Majeure**

32.5 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

### 33. **Audit**

33.5 The Client shall have the right to audit Bluesword Ltd's compliance with this Agreement (including, but not limited to, Bluesword Ltd's compliance with the data

processing provisions) on giving 30 Days' written notice to Bluesword Ltd. Audits under this Clause 30 may, at the Client's option, be limited to documents or it may include an onsite audit of Bluesword Ltd's premises.

33.6 The Client shall inform Bluesword Ltd of the identity of any auditors appointed by it under this Clause 30 and, in the event that external third-party auditors are appointed, shall ensure that those auditors are subject to suitable obligations of confidentiality.

34. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

35. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

36. **Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

37. **Assignment and Sub-Contracting**

37.5 Bluesword Ltd may at any time assign or deal in any other manner with any or all of its rights under this agreement, provided that prior written notice of such dealing is provided to the Customer.

37.6 Bluesword Ltd shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of Bluesword Ltd.

38. **Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

39. **Third Party Rights**

39.5 Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

39.6 This Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

40. **Notices**

40.5 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

40.6 Notices shall be deemed to have been duly given:

40.6.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

40.6.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

40.6.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

40.6.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**41. Entire Agreement**

41.5 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

41.6 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

**42. Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**43. Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**44. Alternative Dispute Resolution**

44.5 Any dispute or difference arising between the Parties relating to this Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties or, failing such agreement, to be appointed by the then President of the Law Society, such arbitrator to have all of the powers conferred upon arbitrators by the laws of England and Wales.

The Parties hereby agree that the decision of the Arbitrator shall [not] be final and binding on both Parties.

**45. Law and Jurisdiction**

45.5 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

45.6 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## SCHEDULE 1

### Project Milestones:

1. Design brief taken and agreed
2. Requirements for content and images agreed
3. Development of the design orientation document
4. Above signed off
5. Development of black and white mock-ups
  - At this stage, 3 rounds minor revisions and 2 major revisions may be undertaken.
6. Above signed off.
7. All content and images supplied
8. Development of a hi-res semi-interactive prototype of around 4 – 5 pages of the site.
  - At this stage, 3 rounds of minor revisions and 1 major revision may be undertaken.
9. Above signed off.
10. Build project commences
11. Weekly progress update provided
12. Build complete
  - At this stage, 3 rounds minor revisions may be undertaken. Any major revisions may be subject to an additional charge.
13. Reviewed by client
14. Website signed off
15. Website launched

The project is estimated to take 10 – 12 weeks from Contract Start Date unless otherwise stated in the Proposal.

Minor revisions are defined as changes to content, including replacing text or images, changing the colours of the site.

Major revisions are defined as changes to the site's layout and presentation, addition of pages beyond what is stated in the project proposal, unless there is a written agreement stating otherwise. In the cases of E-Commerce websites, revisions to your products will also be considered a major revision.

This is a non-comprehensive list, and Bluesword Ltd will advise accordingly if your requested changes are considered major or minor if they are not covered above.

## SCHEDULE 2

### Acceptance Tests

- A. The customer is satisfied with the look and feel.
- B. The look and feel of the site complies with the various design stages.
- C. The website is fully functional, with no broken links.

### Acceptance Retests

Please find our defects and retest form here:

<https://docs.google.com/forms/d/10TH5g3U0jtdkyN7G49mNpeIRvY1YcmqaVRfqcrhnE5s/edit?usp=sharing>

On completion and submission of this form, the customer is accepting that other than the points listed, no other defects are on the site and that Blue Sword can charge appropriately for any additional work required outside of the scope of revisions listed on the defects form.

## **SCHEDULE 3**

### **Hosting Specification**

Our hosting is monitored 24/7.

The hardware we utilise features SSD Drives and 1Gb/sec interface.

If your website goes down, we are immediately alerted and will repair or restore your website from a backup.

We utilise Amazon S3 to regularly backup your website, meaning your website's data and content is always backed up to a secure, 256-bit encrypted environment in a separate data centre.

We will maintain your website's software and security on a monthly basis.

Our hosting service ensures your business is online and ready 24/7.

## SCHEDULE 4

### Bluesword LTD's Data Protection

Categories of data subject:

- Our Customers
- employees, agents and subcontractors of the Customers
- Social Media accounts

Types of Personal Data:

- Names and email addresses
- communications between Customer personnel and Bluesword
- Social media account details

Purposes of processing:

- Provision of our digital marketing services to the client

Security measures for Personal Data:

- In accordance with our security policy - our team emails and system access passwords are secure and regularly updated
- All login information is held in a secure controlled system

Sub-processors of Personal Data:

The Customer gives to the Supplier a general authorisation to appoint hosting services providers with respect to this agreement. All servers used for this purpose are within the EEA.



## SCHEDULE 5

### Bluesword's Network and Information Security Systems

#### 1. System and Facility Security

##### 1.1. Introduction

This top-level information security policy is a key component of Bluesword's overall information security management framework. Our security Policy is a live document that is updated for current needs. A copy of this policy can be requested for viewing if required.

##### 1.2. Objectives, Aim and Scope

###### 1.2.1. Objectives

The objectives of Bluesword's Information Security Policy are to preserve:

- **Confidentiality** - Access to Data shall be confined to those with appropriate authority.
- **Integrity** – Information shall be complete and accurate. All systems, assets and networks shall operate correctly, according to specification.
- **Availability** - Information shall be available and delivered to the right person, at the time when it is needed.

###### 1.2.2. Policy aim

The aim of this policy is to establish and maintain the security and confidentiality of information, information systems, applications and networks owned or held by Bluesword by:

- Ensuring that all members of staff are aware of and fully comply with the relevant legislation as described in this and other policies.
- Describing the principals of security and explaining how they shall be implemented in the organisation.
- Introducing a consistent approach to security, ensuring that all members of staff fully understand their own responsibilities.
- Creating and maintaining within the organisation a level of awareness of the need for Information Security as an integral part of the day to day business.
- Protecting information assets under the control of the organisation.

###### 1.2.3. Scope

This policy applies to all information, information systems, networks, applications, locations and users of Bluesword or supplied under contract to it.

## ORDER FORM

Blue Sword Services Order form

Client Information

Company name:

Client Address:

Client contact email:

Bluesword Services			
Product	Product Description	Qty	Monthly Total Price (ex VAT)

Total Monthly Value Excluding VAT			£
Term: This agreement will commence on the Contract Start Date (as defined below).			
The initial term of the Contract:	12 Months from Contract Start date	Contract Start Date:	

All monthly services (such as hosting, social media management, SEO) are for a minimum of 12 months.

After 12 months the services shall continue on a rolling monthly basis until one month's notice is given by either party. Each invoice will be raised at commencement of each monthly period and be collected by Direct Debit 14 days after invoice. On acceptance of this order form. We shall raise our first invoice with Direct Debit instructions. Work will commence on collection of the first payment.

I accept the terms and conditions specified on the Master services agreement dated November 2020. Detailed at [www.bluesword.org/T&Cs-nov2020](http://www.bluesword.org/T&Cs-nov2020)

SIGNED for and on behalf of Bluesword Ltd by:

<<Name and title of person signing for the Company>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the Client by:

<<Name and title of person signing for the Client>>



Authorised Signature

Date: \_\_\_\_\_