

MSA v7 - 26 June 2026

MASTER SERVICES AGREEMENT

*Generic MSA v7 — 26 June 2026. This is the canonical COR Master Services Agreement, published at legal.corsolutions.co.uk/msa-v7.pdf. Identical for every COR client. Bespoke client identity, regulated-status flag, notice addresses and elected services are set out in the **Client Profile** issued under this Agreement. Specific Services, scope, SLA and compliance schedules sit in separate **Statements of Work (SOWs)** at legal.corsolutions.co.uk/sow-... Pricing (current List Rates, applied Credits, elected payment frequency) is set out in the **Pricing Agreement** counter-signed by the Parties alongside the Client Profile.*

PARTIES

1. **COR Solutions Services Limited**, trading as **COR Solutions** for IT services and **COR Intelligence** for web, SEO and digital services, a company registered in England and Wales (company number **15027891**, VAT registration **GB 473 6184 71**), whose registered office is at **7 Paynes Park, Hitchin, England, SG5 1EH** (the "**Supplier**" or "**COR**"); and
2. **The Client** (as identified in the **Client Profile** issued by COR and counter-signed by the Client under and alongside this Agreement).

each a "**Party**" and together the "**Parties**".

BACKGROUND

(A) The Parties wish to enter into this Master Services Agreement to provide a single legal framework under which COR may, from time to time, provide one or more Services to the Client under separately-agreed Statements of Work.

(B) The bespoke commercial particulars of the engagement — including the Client's legal identity, registered status (if any), notice addresses, the Services elected at signature and any insurance attachments — are set out in the **Client Profile**. The applicable charges, applied Credits and elected payment frequency are set out in the **Pricing Agreement** counter-signed alongside the Client Profile. Both the Client Profile and the Pricing Agreement are incorporated by reference into this Agreement.

(C) Further Statements of Work may be agreed at any time during the Term without amendment of this MSA. Service-line additions, unit-count changes, payment-frequency changes, pricing updates and renewals are managed via re-issued Client Profiles and Pricing Agreements, not by amendment of this Agreement.

1. Definitions and interpretation

1.1 In this Agreement:

- **"Business Hours"** means **09:00 to 17:00 (UK time) Monday to Friday, excluding England and Wales public holidays.**
- **"Catalogue"** means COR's then-current published Services Catalogue, which sets out COR's standard Services, units of pricing and List Rates. A SOW shall identify the Catalogue version applicable to that SOW.
- **"Change Order"** means a written variation to a SOW agreed under clause 5.
- **"Charges"** means the charges payable under any SOW, calculated in accordance with that SOW's payment schedule.
- **"Client Profile"** means the document referenced in Background (B) above, in which the Parties set out the bespoke commercial particulars of the engagement, including the Client's elected services, units, payment frequency, notice addresses and regulated status (if any). The Client Profile is incorporated by reference into this Agreement and forms part of the Parties' contract; it may be reissued from time to time by COR and counter-signed by the Client without amendment of this MSA.
- **"Commencement Date"** means the date of this Agreement.
- **"Confidential Information"** has the meaning given in clause 10.
- **"Credit"** means a discount or comp applied to a List Rate in accordance with the relevant SOW.
- **"Data Protection Legislation"** means the UK GDPR, the Data Protection Act 2018 and all other applicable data-protection laws.
- **"Direct Debit"** means a payment instruction set up by the Client under the UK Bacs Direct Debit Scheme authorising COR to collect the Charges from the Client's nominated bank account.
- **"Intellectual Property Rights"** or **"IPR"** means patents, copyright, database rights, design rights, trade marks, know-how and all other intellectual property rights, whether registered or not.
- **"List Rate"** means the per-unit rate for a Service set out in the Catalogue (and reproduced in the relevant SOW), as varied from time to time in accordance with clause 4.
- **"Minimum Term"** for any SOW has the meaning given in clause 13, and (unless that SOW expressly provides otherwise) is **12 months from the SOW's commencement date.**
- **"Services"** means the services described in any SOW from time to time in force under this Agreement.

- **"SOW"** or **"Statement of Work"** means a written agreement entered into between the Parties under this Agreement describing one or more Services and the commercial terms for those Services.
- **"Sub-processor"** means a third party engaged by COR to process personal data on COR's behalf in connection with a Service, as listed in the Sub-processor Schedule of the relevant SOW.
- **"Term"** means the period defined in clause 13.

1.2 The Schedules, SOWs and Client Profile form part of this Agreement. In the event of conflict:

- (a) between a SOW and the body of this Agreement on a matter specifically addressed in the SOW (Services scope, charges, SLA), the SOW prevails for that matter;
- (b) between the Client Profile and the body of this Agreement or any SOW on a matter specifically addressed in the Client Profile (the Client's elected services, units, payment frequency, notice addresses, regulated-status flag, insurance attachments), the Client Profile prevails for that matter;
- (c) on any other matter, the body of this Agreement prevails.

1.3 A reference to a statute or statutory provision includes any subordinate legislation made under it and the statute or provision as from time to time amended, modified or re-enacted.

2. Provision of Services

2.1 COR shall provide the Services described in each SOW in accordance with the standards and service levels set out in that SOW.

2.2 COR shall perform the Services with reasonable skill and care.

2.3 COR shall use reasonable endeavours to meet any time targets in a SOW during Business Hours. Time is not of the essence for performance.

2.4 Anything not expressly within the scope of a Service described in a SOW is out of scope and may be provided only via the change-control procedure in clause 5.

3. Client's obligations

3.1 The Client shall:

- (a) maintain a working internet connection at the locations from which the Services are accessed;
- (b) provide COR with administrative access (as necessary) to the Client's Microsoft 365 and/or Google Workspace tenants, domain registrar, hosting accounts and managed devices for the purpose of providing the Services;
- (c) notify COR promptly of any change in user count, device inventory, supported domain(s) or supported sites;

- (d) ensure that supported devices comply with COR's reasonable supported-hardware requirements;
- (e) provide content, materials, copy approvals and clearance of any third-party rights necessary for each Service in good time;
- (f) cooperate reasonably with COR in matters of cyber security, including timely application of recommended security patches that require Client action;
- (g) be responsible for its own compliance with all laws and regulatory regimes applicable to the Client (whether by reason of the Client's sector, professional regulation, public-body status or otherwise), including without limitation the Data Protection Legislation in respect of the Client's role as controller of any personal data processed under this Agreement; and
- (h) maintain reasonable governance of its own staff and contractors with access to the systems supported by COR.

3.2 COR is not liable for any delay or failure caused by the Client's acts, omissions or late provision of any of the matters in clause 3.1, and any affected timescales and Charges may be adjusted reasonably.

4. Charges and payment

4.1 In consideration of the Services, the Client shall pay the Charges set out in each SOW, in the amounts and at the frequency elected by the Client in the Client Profile.

4.2 **All Charges are exclusive of VAT**, which the Client shall pay in addition at the prevailing rate on receipt of a valid VAT invoice.

4.3 Charges are invoiced and payable in accordance with the payment provisions of the relevant SOW. The default position (which a SOW or the Client Profile may vary) is that Charges for recurring Services are invoiced **monthly in advance**, with payment due within **3 calendar days of the invoice date**, by Direct Debit or bank transfer.

4.4 Direct Debit, where elected by the Client in the Client Profile, is the Client's preferred payment method. Direct Debit invoices are issued for informational purposes in accordance with the Bacs Direct Debit Scheme. Where the Client elects to pay otherwise than by Direct Debit, payment shall be made by bank transfer to COR's nominated account within the period specified in the relevant SOW or the Client Profile.

4.5 If any sum is not paid by its due date, COR may (without prejudice to its other rights):

- (a) **suspend or withhold** the affected Services on three (3) calendar days' written notice to the Client;
- (b) **withhold any affected Service in respect of any calendar month** for which payment has not been received in cleared funds by the start of that month; and
- (c) charge a **reconnection administration fee of £50 plus VAT per suspended Service per suspension event**, payable in addition to any outstanding sums and before any suspended Service is reactivated.

Suspended Services shall resume promptly upon receipt by COR of (i) all outstanding sums and (ii) any reconnection administration fee under clause 4.5(c), in cleared funds.

4.6 The Client warrants that the Direct Debit (or equivalent) instructions provided to COR are valid and that the Client has authority to provide them.

4.7 COR may review the List Rates not more than once per twelve-month period. Updated List Rates shall apply with at least **30 days' written notice** to the Client and shall take effect at the start of the calendar month following expiry of the notice period. Where the Client objects on reasonable grounds, the Parties shall discuss in good faith; failing agreement the Client may terminate the affected SOW at the end of its then-current Minimum Term in accordance with clause 13.

5. Change control and additional work

5.1 Either Party may request a change to a SOW or the Client Profile. No change is binding until agreed in writing by both Parties.

5.2 Where the Client adds or removes a Service, or changes the quantity (devices, users, sites, etc.) covered by an existing Service, the change is effected by COR re-issuing the Client Profile reflecting the change for the Client's counter-signature. The change takes effect from the next calendar month and is reflected in the following invoice. No formal amendment to this MSA or any SOW is required for changes of this kind.

5.2A Payment-frequency changes (asymmetric). Where the Client elects to **move to a payment frequency carrying a higher discount tier** (e.g. monthly Direct Debit to annual billed monthly, or to annual paid upfront), the change takes effect from the next invoice cycle on reasonable written notice. Where the Client elects to **move to a payment frequency carrying a lower discount tier** (e.g. annual paid upfront to annual billed monthly, or to monthly Direct Debit), the change may only take effect from the next SOW renewal date, so that any discount applied for a committed period is not undermined. Both directions are reflected by COR re-issuing the Client Profile for the Client's counter-signature; no amendment of this MSA or any SOW is required.

5.3 Where the Client requests substantive additional work outside the scope of any existing SOW, the Parties may either (a) enter a new SOW for that work, or (b) where the work is minor, agree it as additional work under an existing SOW. Charges for additional work are quoted by COR in writing on a per-job basis and agreed in writing by the Client before COR commences the work.

5.4 COR is not obliged to commence chargeable additional work until the estimate, new SOW or revised Client Profile is signed.

6. Intellectual property — relationship-level framework

6.1 COR retains all rights in its frameworks, tools, methodology, codebases, infrastructure configurations and other materials developed by COR independently of this Agreement and reused across COR clients ("**COR Background IP**"). Nothing in this Agreement or any SOW transfers COR Background IP to the Client.

6.2 Each SOW sets out the IP treatment specific to the deliverables under that SOW, including:

- (a) ownership of any deliverable-specific source code, content and database content;
- (b) any embedded-Background-IP licence granted to the Client for the purpose of operating the deliverable; and
- (c) any portability and handover obligations.

6.3 The Client warrants that all materials, data and content it supplies to COR for the provision of the Services do not infringe any third-party rights, and the Client shall indemnify COR against any claim arising from such materials (see clause 12).

7. Data protection — relationship-level framework

7.1 In respect of any personal data processed under this Agreement and the SOWs, **the Client is the Controller and COR is the Processor**. The Parties shall comply with the Data Protection Legislation.

7.2 The Client acknowledges that the data held in the systems supported by COR may include personal data of third parties (including special-category personal data within the meaning of UK GDPR Article 9), and information held under duties of confidence to third parties (including, where applicable to the Client, information subject to legal professional privilege, medical confidence, financial confidence, or analogous obligations under any regulatory regime applicable to the Client). The Client is responsible for its own Controller obligations including lawful basis, data-subject information, ICO registration where required, and (where applicable) Data Protection Impact Assessments.

7.3 COR's role is limited to providing the Services. COR shall not access, view, copy, transfer or otherwise process the substantive content of any third-party information held in the systems supported by COR save where strictly necessary to provide the Services (for example, troubleshooting a specific user mailbox at the Client's request), and shall handle any such incidental access consistently with the Client's confidentiality obligations to its own third parties.

7.4 The detailed processing terms, security measures, Sub-processor obligations and breach notification mechanics applicable to a Service are set out in the **Data Processing Agreement schedule** of the relevant SOW. Each SOW's DPA schedule is treated as a Data Processing Agreement for the purposes of UK GDPR Article 28.

7.5 COR may appoint the Sub-processors listed in the Sub-processor Schedule of each SOW, which the Client authorises (the "**General Authorisation**" for the purposes of UK GDPR Article 28(2)).

7.5.1 Routine change procedure. COR shall give the Client written notice **as soon as reasonably practicable** after COR becomes aware of an intended addition, replacement or removal of a Sub-processor and in any event not less than **five (5) Business Days** prior to the change taking effect. If the Client reasonably objects on data-protection grounds within ten (10) Business Days of such notice, the Parties shall in good faith seek a

resolution; failing which COR may suspend the affected Service or the Client may terminate the affected Service on **60 days' written notice** without affecting this Agreement or any other SOW.

7.5.2 Emergency replacement. Where COR must add, replace or remove a Sub-processor on shorter notice due to that Sub-processor's insolvency, withdrawal of service, regulatory action against the Sub-processor, security incident or other event materially affecting that Sub-processor's continued ability to provide the relevant service, COR shall notify the Client as soon as reasonably practicable; the routine notice period in clause 7.5.1 may be shortened to the extent reasonably necessary. The Client's objection right under clause 7.5.1 applies, adjusted reasonably for the emergency context.

7.5.3 Reflection in the Schedule. Sub-processor changes effected under this clause 7.5 are reflected by COR re-issuing the relevant SOW's Sub-processor Schedule. No amendment of this MSA or the affected SOW is required. Superseded Sub-processor Schedules are retained for audit history.

8. Hosting and infrastructure

8.1 Where any Service involves hosting on COR's accounts (including via a Sub-processor), COR may move underlying infrastructure providers from time to time, with such notice as the relevant Sub-processor change procedure under clause 7.5 requires. COR's commitments are to the Service output (response, availability, security, recovery), not to the use of any specific underlying tool, save as expressly stated in a SOW.

8.2 The portability and handover mechanics applicable to any web/code-hosted assets are set out in the relevant SOW.

9. Warranties and limitations

9.1 COR warrants it shall perform the Services with reasonable skill and care.

9.2 Except as expressly stated in this Agreement or any SOW, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. COR does not warrant that the Services or any underlying infrastructure will be uninterrupted or error-free, nor that the Services are fit for any particular purpose beyond their description in the relevant SOW.

9.3 COR is not responsible for the availability, acts or omissions of third-party platforms used in the provision of the Services, nor for the consequences of equipment, connectivity or actions outside COR's reasonable control. The third-party platforms used at any time are listed in the Sub-processor Schedule of each SOW in force.

10. Confidentiality

10.1 Each Party shall keep confidential the other's confidential information ("**Confidential Information**") and use it only for the purposes of this Agreement and the SOWs, save:

- (a) as required by law or by any regulatory authority of competent jurisdiction; or

- (b) for disclosure to professional advisers under equivalent duties of confidence.

10.2 Confidential Information includes, without limitation, any information which a reasonable recipient ought to know is confidential. Each Party acknowledges that the other's Confidential Information may include information held by the Party under duties of confidence to third parties (including, where applicable, information subject to legal professional privilege, medical confidence, financial confidence, or analogous obligations under any regulatory regime applicable to that Party). Each Party shall treat such information accordingly and shall not use, copy, transfer, monitor or analyse the substantive content of such information for any purpose other than the strict provision or receipt of the Services.

10.3 Both Parties' obligations under this clause 10 survive termination of this Agreement.

11. Liability

11.1 Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot lawfully be limited.

11.2 Subject to clause 11.1, COR shall not be liable for any:

- (a) loss of profit, revenue, business, goodwill, anticipated savings or opportunity;
- (b) **loss or corruption of data**, save where caused by COR's failure to perform a backup or hosting Service in accordance with the relevant SOW; or
- (c) indirect or consequential loss, in each case whether in contract, tort (including negligence) or otherwise.

11.3 Subject to clauses 11.1 and 11.2, COR's **total aggregate liability** arising under or in connection with this Agreement and all SOWs in force from time to time, whether in contract, tort (including negligence) or otherwise, shall not in any 12-month rolling period exceed **the total Charges paid by the Client under this Agreement and the SOWs in the 12 months preceding the event giving rise to the claim.**

12. Indemnity

12.1 The Client shall indemnify COR against all losses, claims, costs and expenses arising from:

- (a) any breach by the Client of its obligations in clauses 3, 6.3 or 7 (or in any SOW's equivalent Client obligations); and
- (b) any third-party claim arising from material supplied by the Client (including any claim of infringement of third-party IPR).

13. Term and termination

13.1 **Term of this MSA:** this Agreement begins on the Commencement Date and continues indefinitely until terminated under this clause 13. Termination of all SOWs in force does not automatically terminate this MSA — the Parties may continue to enter into further SOWs at any time. However, where no SOWs are in force, either Party may terminate this MSA by giving the other not less than **30 days' written notice**. Termination of this MSA under this clause 13.1 does not affect any rights or obligations that have accrued before termination, nor any provisions which by their nature survive.

13.2 **Term of each SOW:** each SOW begins on its specified commencement date and continues for a Minimum Term of **12 months** (or such other Minimum Term as the SOW specifies). Thereafter each SOW renews automatically for further 12-month periods unless either Party gives the other **60 days' written notice** before the end of the then-current Term of that SOW.

13.3 Either Party may terminate this Agreement (and all SOWs in force) on written notice with immediate effect if the other commits a material breach not remedied within 30 days, or becomes insolvent. Either Party may also terminate any specific SOW on the same grounds without terminating this Agreement or other SOWs.

13.4 COR may terminate or suspend any SOW on non-payment under clause 4.5.

13.5 If the Client terminates a SOW within its Minimum Term other than for COR's uncured material breach under clause 13.3, the Client shall pay an early-termination charge equal to the balance of the Charges that would have fallen due under that SOW to the end of its Minimum Term.

13.6 On termination of any SOW, the Client shall pay for all Services performed and committed up to termination. Provisions which by their nature survive (including clauses 4, 6, 7, 10, 11, 12 and 13.6) continue.

13.7 On termination of any SOW which carries portability obligations under its terms, those obligations continue for the period specified in that SOW following termination.

14. General

14.1 **Force majeure:** neither Party is liable for delay or failure caused by events beyond its reasonable control.

14.2 **Insurance:** COR maintains the following insurance cover:

- (a) **Professional Indemnity** — not less than **£1,000,000** any one claim;
- (b) **Public and Products Liability** — not less than **£1,000,000** each and every claim or loss (defence and representation costs are addressed separately under the underlying policy wording);
- (c) **Cyber and Data** — not less than **£500,000**.

The current certificates of insurance (and details of the insurer and policy reference) are attached to the Client Profile issued to the Client at signature of this Agreement for the Client's supplier due-diligence records. Updated certificates shall be provided to the Client on renewal of each policy or on the Client's reasonable request.

14.2A Anti-bribery, anti-slavery and sanctions: Each Party shall, in connection with this Agreement, comply with all applicable laws, statutes and regulations relating to:

- (a) anti-bribery and anti-corruption, including the **Bribery Act 2010**;
- (b) modern slavery and human trafficking, including the **Modern Slavery Act 2015**; and
- (c) applicable UK trade sanctions.

Each Party warrants that it has not been, and shall not be, convicted of any offence involving bribery, corruption, money laundering, slavery or human trafficking, and that it shall promptly notify the other Party of any breach or suspected breach of this clause 14.2A.

14.2B TUPE non-application: The Parties acknowledge that the commencement of the Services under this Agreement and any SOW is not, and is not intended to be, a "relevant transfer" or "service provision change" for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). Where the commencement of any SOW is later found to give rise to a service provision change under TUPE, the Client shall indemnify COR against all costs, claims and liabilities arising in connection with that finding.

14.3 Assignment: neither Party may assign without the other's consent, save that COR may subcontract on the basis that COR remains responsible for the Services.

14.4 No partnership / agency. No third-party rights under the Contracts (Rights of Third Parties) Act 1999.

14.5 Entire agreement: this MSA together with all SOWs in force and the Client Profile constitute the entire agreement between the Parties in respect of the Services and supersede any prior discussions. Variations must be in writing and signed by both Parties (save as expressly permitted by clauses 4.7, 5.2 and 6, and save that the Client Profile may be reissued and counter-signed without amendment of this MSA).

14.6 Notices: formal notices under this Agreement shall be sent to the addresses (postal and email) specified in the Client Profile. Operational communication shall be sent by email to and from the operational addresses notified in the Client Profile or otherwise notified by either Party from time to time. Notices given by email take effect on transmission to all addresses listed in the Client Profile under "Formal notices", provided no automated bounce or non-delivery message is received within 24 hours.

14.7 Governing law and jurisdiction: this Agreement is governed by the law of **England and Wales**, whose courts have **exclusive jurisdiction**.

14.8 Counterparts and electronic signature: this Agreement and any SOW or Client Profile issued under it may be executed in any number of counterparts (including in counterpart electronic copies). Each counterpart, when executed, shall constitute a duplicate original; all counterparts together shall constitute one and the same instrument.

Signatures transmitted by **electronic means** — including (without limitation) scanned PDF, signature image inserted into a PDF, a Preview / Markup signature, an e-signature platform (such as Dropbox Sign, DocuSign, DocuSeal, Adobe Sign or similar), or a typed-name + dated email confirmation — shall have **the same legal effect** as physical delivery of paper documents bearing the original signature. Each Party consents to the use of electronic signatures for the purposes of the Electronic Communications Act 2000 and applicable English contract law.

14.9 Incorporation by reference and single signature: this Agreement, each SOW listed in the Client Profile, and the Client Profile itself constitute the entire agreement between the Parties for the Services and are incorporated by reference into one another. Where the Parties counter-sign the Client Profile, that single execution evidences agreement to this Agreement and all SOWs listed in the Client Profile, each of which is incorporated by reference as if set out in full in the Client Profile.

Execution by incorporation

This Master Services Agreement is incorporated by reference into the **Client Profile** counter-signed by the Parties on or about the date of this Agreement. The Parties' agreement to and acceptance of this Agreement is **evidenced by their signatures on that Client Profile**, and no separate signature is required on this Agreement (per clause 14.9 above).

SCHEDULE A — Documents in force at signature

The following documents are entered into between the Parties on the date of this MSA and form part of this Agreement from their respective commencement dates:

The Client Profile (issued by COR and counter-signed by the Client) identifies the SOWs in force under this Agreement, and references the canonical SOW templates at legal.corsolutions.co.uk/sow-.... The Client Profile also references the **Pricing Agreement** of even date which sets out the applicable List Rates, applied Credits and elected payment frequency.

Further SOWs may be added at any time without amendment of this MSA, by adding them to the Client Profile (which is re-issued and counter-signed). The Pricing Agreement may likewise be re-issued without amendment of this MSA (per clause 4.7 — annual price refresh — or by agreement between the Parties at any time).

End of MSA.