

## WEBSITE DEVELOPMENT AND HOSTING TERMS AND CONDITIONS

The following conditions apply in addition to MSG's General Terms and Conditions where MSG supply website or software development or website hosting services.

### 1 INTERPRETATION

1.1 In addition to those words defined in MSG's General Terms and Conditions above, the following words and phrases shall (except where the context otherwise requires) have the following meanings:

<b>"Applicable Law"</b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement or notice of any Regulatory Body, delegated or subordinate legislation;
<b>"AWS Terms"</b>	means any agreement, terms, policy, guidelines or conditions of use in respect of Amazon web services as may be updated or amended from time to time;
<b>"Commissioned Software"</b>	the software commissioned by the Client and to be supplied by MSG for the Website as specified in the Work Order;
<b>"Content"</b>	all data, text, drawings, diagrams, images, sounds and any other type of material whatsoever that can be contained in or featured on a website and accessed by some or all visitors to that website;
<b>"Client Personal Data"</b>	any and all personal data which is provided by or on behalf of the Client to MSG or which comes into the possession of MSG as a result of or in connection with the provision of the Services and for which the Client is the data controller;
<b>"Server"</b>	the server administered by MSG on which it will host the Website, as described in the Work Order;
<b>"Third Party Software"</b>	any third party software to be supplied by MSG and which may be detailed in the Work Order;
<b>"Visitor"</b>	a visitor to the Website; and
<b>"Website"</b>	the website to be designed, developed and hosted by MSG under this Agreement to meet the specification of the Work Order.

### 2 AMAZON WEB SERVICES

- 2.1 MSG currently uses Amazon Web Services (“**AWS**”) to provide cloud hosting facilities. By using MSG Services the Client agrees to abide by the AWS Terms, as updated from time to time by AWS and located at [www.aws.amazon.com/legal/?ncl=f\\_cc](http://www.aws.amazon.com/legal/?ncl=f_cc).
- 2.2 The Client acknowledges that it is the Client’s responsibility to adhere to the AWS Terms and hereby indemnifies and holds harmless MSG from and against all liabilities, costs, expenses, claims, damages and Losses by any party (including AWS) arising from any breach by the Client of the AWS Terms.
- 2.3 MSG shall not be held liable for any loss of Service and/or resulting Losses to the Client caused by the actions, omissions or events within the control of AWS or connected with the provision of any AWS services.

### **3 SOFTWARE**

- 3.1 MSG shall supply Third Party Software on the standard terms of the licensor of the Third Party Software for the period specified in the Work Order. Any charges made by MSG for Third Party Software will include the licence fee in respect of the Third Party Software.
- 3.2 The Commissioned Software shall be supplied (and, as necessary, developed) by MSG and MSG shall provide to the Client a copy of the source code relating to the Commissioned Software upon payment in full of the fees due for the Services.

### **4 CONTENT**

- 4.1 MSG shall:
  - 4.1.1 incorporate into the Website all Client Content provided or specified by the Client from time to time and update the Website to remove or modify any previous Content so that the Content of the Website is consistent with any new Client Content;
  - 4.1.2 remove any Content requested by the Client to be removed from time to time;
  - 4.1.3 not incorporate into the Website any Content other than Client Content (unless required to comply with Applicable Law);

### **5 WEBSITE IPR**

- 5.1 Subject to clause 5.3, all Intellectual Property Rights in the Website (including in the Content and the Commissioned Software) and all other Resulting IPRs arising in connection with this Agreement shall be the property of the Client (save as set out in clause 5.2 below), and MSG hereby assigns to the Client title to and all rights and interest in all such Intellectual Property Rights.
- 5.2 Nothing in this agreement will transfer any MSG Background IPR or any content management system devised, used or owned by MSG in whatever form;
- 5.3 The assignment under clause 5.1 shall take effect on the satisfaction of payment for the Services as specified in the Work Order.

**6 TRANSFER OF CERTAIN IPR ON TERMINATION**

6.1 Without prejudice to the termination provisions contained in the General Terms and Conditions, upon termination of this Agreement, MSG shall deliver to the Client:

6.1.1 a copy of the Website in electronic form (including all its Content); and

6.1.2 the source code relating to the Commissioned Software (unless already provided under clause 5.1);

Upon full payment to MSG of all outstanding fees for the Services, all Intellectual Property Rights in such materials shall automatically pass to the Client (to the extent that they have not already under clause 5.1) but always excluding any Intellectual Property Rights in the MSG Background IPR.