

Master Services Agreement

Advertising Services

Version: 1.4 - Last Updated: 26th of May 2023

This Master Services Agreement forms a framework agreement under which statement of works can be agreed from time to time for Edge Digital's provision of website and / or mobile app advertising campaign management services.

Once Edge Digital and the Client have agreed and signed a statement of work for specific services they will have a binding contract in respect of those services.

1 Definitions and Interpretation

1.1 - In this Master Services Agreement and each Statement of Work the following expressions have the following meanings:

“Advertising Platform” means, in respect of a Statement of Work, the ‘Advertising Platform’ specified in that Statement of Work, as provided by the third party provider of such platform.

“Campaign” means, in respect of a Statement of Work, a single campaign for the advertising of the Websites (as specified in that Statement of Work) using the Advertising Platform (as specified in that Statement of Work).

“Campaign Costs” means, in respect of a Campaign, the charges for the purchase of advertising within the applicable Advertising Platform for that Campaign.

“Campaign Deposit” means, in respect of a Statement of Work, the ‘Deposit’ (if any) specified in that Statement of Work.

“**Campaign Parameters**” means the settings and configuration of a Campaign determined by Edge Digital.

“**Client**” means the ‘Client’ entity specified in the MSA Details Page.

“**Client Materials**” means the materials and / or documentation provided by the Client to Edge Digital.

“**Fees**” means Edge Digital’s fees specified in a Statement of Work.

“**Intellectual Property Rights**” means copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.

“**Master Services Agreement**” means the MSA Details Page and these Terms and Conditions.

“**Materials**” means all materials (including documentation, reports, and software) provided by Edge Digital to the Client as part of the provision of the Services, excluding such materials which are marked or otherwise identified as owned or licensed by any third party.

“**MSA Details Page**” means the page entitled ‘MSA Details Page’ to which these Terms and Conditions are attached.

“**Edge Digital**” means Edge Digital Services Limited, a company incorporated under the laws of England (company number: 08974409), having its registered office at 27-28 Sun Street, Hitchin, Herts, SG5 1AH

“**Services**” means the implementation and management of a Campaign pursuant to, and / or other related services set out in, a Statement of Work.

“**SOW Term**” means, in respect of a Statement of Work, the ‘SOW Term’ specified in that Statement of Work.

“**Statement of Work**” means a contract for Services that is made in accordance with Clause 2.

“Websites” means, in respect of a Statement of Work, the websites and mobile apps specified as ‘Website(s)’ in that Statement of Work.

1.2 - In this Master Services Agreement:

- (a) words in the singular include the plural and in the plural include the singular;
- (b) Clause headings shall not affect the interpretation of this Master Services Agreement;
- (c) references to Clauses are, unless otherwise provided, references to the Clauses of this Master Services Agreement;
- (d) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- (e) any words following the terms ‘including’, ‘include’, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Statement of works

2.1 - This Master Services Agreement operates as a binding contractual framework under which the parties may agree Statement of Works by agreeing the attached statement of work pro forma. Each agreed Statement of Work is a separate contract for the Services. An agreed Statement of Work incorporates all the terms of this Master Services Agreement that directly or indirectly relate to that Statement of Work.

2.2 - A Statement of Work is agreed and binding on the parties when it is signed by both parties.

2.3 - In the event of conflict between a Statement of Work and this Master Services Agreement, the Statement of Work shall prevail.

3 Services

3.1 - In respect of each Statement of Work, Edge Digital shall provide the Services pursuant to that Statement of Work:

- (i) using reasonable care and skill;
- (ii) in accordance with the terms of this Master Services Agreement and the applicable Statement of Work; and
- (iii) in accordance with Edge Digital's Brand Safety Policy, which can be found [here](#).

3.2 - In respect of each Campaign:

- (i) that Campaign shall be implemented and managed by Edge Digital in accordance with the Campaign Parameters;
- (ii) Edge Digital shall be entitled to adjust (at its sole discretion) the Campaign Parameters for that Campaign for the purpose of managing that Campaign's performance;
- (iii) the Client agrees that implementation and management of the Campaign involves Edge Digital purchasing advertising within the applicable Advertising Platform, and the Client shall pay the Campaign Costs for such advertising in accordance with Clause 10;
- (iv) Edge Digital shall use reasonable endeavours to inform the Client in advance of the Campaign Costs exceeding the 'Maximum Campaign costs budget' specified in the Statement of Work for that Campaign; and

(v) Edge Digital shall not be responsible for implementing and / or managing any campaigns for any website or mobile app which is not specified as a Website;

(vi) Edge Digital shall use reasonable endeavours to prevent the placing of advertisements in that Campaign which seek to misrepresent the Client or seek to create a misleading impression of the goods and / or services offered by the Client over its Websites; and

(vii) the Client agrees that Edge Digital's provision of the Services is dependent on the performance, availability, and functionality of the applicable Advertising Platform and the Internet. The Client agrees that Edge Digital is not responsible for any adverse impact on that Campaign and / or the Services arising from the performance, availability, and functionality of the applicable Advertising Platform and / or the Internet and / or any other circumstances affecting the advertising networks used to operate that Campaign.

3.3 - Each party shall use reasonable efforts to perform its duties as identified in a Statement of Work. Both parties shall use reasonable efforts to meet the timescales specified in a Statement of Work.

3.4 - Edge Digital shall implement appropriate information security measures in respect of its handling of the Client's data pursuant to its provision of the Services.

4 Campaign Use and Fraud

4.1 - In respect of each Campaign:

(i) if Edge Digital becomes aware that the Campaign is subject to fraudulent management activity and / or click fraud activity (together "Unauthorised Activity"), it shall notify the Client within one (1) working day of becoming aware of such activity. The Client acknowledges and agrees that, other than in relation to Unauthorised Activity by Edge Digital's own directors, agents, employees and / or contractors, Unauthorised Activity is outside of Edge Digital's control and

Edge Digital accepts no responsibility for such activity (including the detection or prevention of such activity) or the consequences (including any financial consequences) of such activity.

(ii) the Client shall not (and shall not authorise or permit any other person to) use the Campaign and / or Services:

- (a) for any unlawful purposes;
- (b) to promote any goods, services, and / or content which
- (c) to promote any material which is offensive, abusive, indecent, obscene, menacing, defamatory, fraudulent, misleading, and / or illegal.

4.2 - In respect of each Campaign, the Client agrees that Edge Digital and the applicable Advertising Provider shall be entitled use:

- (i) data, results, and feedback from, or relating to, that Campaign for the purpose of providing the Services and / or as required by court order, law, or governmental or regulation agency; and / or
- (ii) aggregate statistics from, or relating to, that Campaign for their business purposes.

4.3 - In respect of each Campaign, the Client agrees that Edge Digital and / or the applicable Advertising Provider shall be entitled to:

- (i) send satisfaction surveys to the Client for the purposes of gauging satisfaction with the Services; and / or
- (ii) contact the Client to discuss its participation in case studies.

4.4 - In respect of each Campaign, the Client agrees that, unless otherwise agreed by Edge Digital, the Client shall not contact the Advertising Platform provider in relation to any support for the Services (and Edge Digital shall be the Client's sole point of contact for such matters).

5 Client Responsibilities

5.1 - In respect of each Campaign:

(i) the Client authorises Edge Digital to implement and manage that Campaign in respect of the applicable Websites;

(ii) unless otherwise specified in the Statement of Work for that Campaign, the Client shall be responsible for ensuring that the Client Materials provided for use within the Campaign comply with the applicable Advertising Platform's requirements for use of such materials within the Campaign;

(iii) the Client shall ensure that each of the Websites contain a privacy policy that:

(a) discloses:

(i) the use of third-party technology;

(ii) the data collection and usage resulting from the applicable Advertising Platform;

(iii) that third parties may be placing and reading cookies on the Websites' visitors' browsers, or using web beacons to collect information in the course of advertising being served on the Websites;

(b) includes information about the Websites' visitors' options for cookie use, storage, and management; and

(c) complies with all applicable privacy laws, rules and regulations;

(iv) unless otherwise specified in the Statement of Work for that Campaign, the Client shall be responsible for implementing any modifications and / or conversion tracking code within each of the Websites as required for the provision of that Campaign and / or the Services;

(v) the Client shall:

(a) if the applicable Statement of Work states that the Client's account with that Advertising Platform will be used for that Campaign, open and maintain its account with the Advertising Platform; and / or

(b) not alter, delete, or interfere with the Advertising Platform account except with Edge Digital's prior written consent. The Client agrees that Edge Digital is not responsible for any adverse effect on the provision or performance of the Campaign and / or Services caused by any breach by the Client of its obligations in this Clause 5.1(v); and

(vi) the Client shall ensure that any data provided by it to Edge Digital for use in, or as part of, the Campaign does not include information which could be used to identify a living individual.

5.2 - The Client shall provide to Edge Digital all Client materials and / or documentation specified in a Statement of Work.

5.3 - To the extent that Edge Digital may reasonably require in order to provide the Services, the Client shall:

(a) permit Edge Digital's staff to have access to its premises;

(b) provide Edge Digital with prompt co-operation, assistance, and / or information; and

(c) make available to Edge Digital all office, information, and telecommunications facilities. The Client shall provide Edge Digital with up-to-date copies of all health & safety, fire, and security policies and procedures applicable to any of its premises on which Edge Digital provides the Services.

5.4 - Unless otherwise agreed by Edge Digital in writing, Edge Digital shall be entitled to invoice the Client (at Edge Digital's then standard rates) for any additional work performed by Edge Digital due to:

- (a) any breach by the Client of its obligations in this Clause 5; and / or
- (b) the provision by Edge Digital of any services requested by the Client which are outside the scope of the Services.

5.5 - If the Client requests that Edge Digital provides or utilises any third party software or service (a "Third Party Solution") as part of, or in relation to, the Services, and the fees for such Third Party Solution are not specified in the applicable Statement of Work, then:

- (a) Edge Digital shall be entitled to invoice the Client for the fees incurred by Edge Digital for such Third Party Solution;
- (b) and the parties shall, as soon as reasonably practicable, agree a change (in accordance with Clause 17.2) to the applicable Statement of Work to reflect the fees to be paid by the Client for such Third Party Solution.

6 Services Contacts

6.1 - Each party shall appoint a services contact for each Statement of Work who shall, in respect of that Statement of Work:

- (a) deal with requests for information;
- (b) deal with change requests under Clause 17.2;
- (c) coordinate the activities of colleagues in respect of the Services; and
- (d) be responsible for agreeing and signing documentation relating to the Services.

6.2 - Each party shall ensure that its services contact has the relevant skills and experience to enable them to fulfill their role. Each party shall notify the other party of any changes to their appointed services contact or their contact details.

6.3 - In respect of each Campaign, the Client's instructions in respect of that Campaign (and not, for the avoidance of doubt, notices) shall, unless otherwise agreed, be made in writing or by e-mail to Edge Digital.

7 Materials and Reports

7.1 - If the parties agree in a Statement of Work that Edge Digital will provide specified Materials, Edge Digital's delivery of such Materials to the Client will be in a form, and using the media, specified in that Statement of Work or as otherwise agreed by the parties.

7.2 - In respect of each Campaign:

(i) Edge Digital shall:

- (a) provide the Client with regular automated reports illustrating the performance of the Campaign; and
- (b) on reasonable request, provide the Client with additional information relating to the Campaign within three (3) working days of such request, (together the "Reports");

(ii) the Reports shall be provided by Edge Digital in a form, and using the media, specified in that Statement of Work or as otherwise agreed by the parties; and

(iii) Edge Digital makes no representation and gives no warranty as to the accuracy of the information in the Reports which is based on information from the applicable Advertising Platform.

7.3 - In respect of each Campaign, the Client agrees and acknowledges that the implementation and management of that Campaign may result in advertising for the Websites being placed on websites or mobile apps which contain user-generated content which Edge Digital does not monitor and has no control over. Notwithstanding anything to the contrary in this Master Services Agreement and / or any Statement of Work, the Client agrees and acknowledges that Edge Digital disclaims all liability arising out of or relating to such user-generated content.

8 Property and Licence

8.1 - Risk in (and the responsibility to keep secure and insured) the Materials shall pass to the Client on delivery.

8.2 - Nothing in this Master Services Agreement and / or any Statement of Work shall have the effect of transferring to the Client ownership of: (a) the title in any physical media on which the Materials are delivered by Edge Digital; and / or (b) Intellectual Property Rights in the Materials.

8.3 - Edge Digital, and / or its licensors, own all Intellectual Property Rights in the Materials, and the methods, configuration, and tools used to provide the Services.

8.4 - The Client shall (and shall procure that its contractors, subcontractors, or agents shall) promptly enter into such documentation as is reasonably required by Edge Digital to vest ownership of Intellectual Property Rights in accordance with Clauses 8.2 and 8.3.

8.5 - Edge Digital grants to the Client a non-exclusive and perpetual (subject to termination of the applicable Statement of Work by Edge Digital in accordance with Clause 12.6) licence to use the Materials for its own internal business purposes. The Client shall not sell, transfer, sub-license, and / or disclose the Materials to any third party.

8.6 - The Client grants to Edge Digital (and its subcontractors) a non-exclusive licence to use the Client Materials for the purposes of providing the Services and / or complying with Edge Digital's obligations under this Master Services Agreement and each Statement of Work.

9 Client Indemnity

9.1 - The Client shall indemnify Edge Digital against any and all costs, claims, demands, expenses, damages, and liabilities (including, but not limited to, all legal and other professional fees, costs, disbursements, and expenses) arising out of or in connection with any third party claim that the data and / or materials (including, the Client Materials) provided by the Client (or on behalf of the Client) to Edge Digital infringes any Intellectual Property Rights of any third party.

10 Campaign Costs

10.1 - In respect of each Campaign, if the applicable Statement of Work for that Campaign:

- (i) states that Edge Digital's account with the applicable Advertising Platform will be used for that Campaign, then the Client shall pay the Campaign Costs to Edge Digital in accordance with Clause 11; or

(ii) states that the Client's account with the applicable Advertising Platform will be used for that Campaign, then the Client shall pay the Campaign Costs directly to the Advertising Platform provider.

11 Payment

11.1 - The Campaign Deposit, Fees, Campaign Costs (except where the Campaign Costs are to be paid by the Client directly to the Advertising Platform provider), and expenses shall be paid by the Client in accordance with this Clause 11.

11.2 - In respect of each Statement of Work:

(i) the Campaign Deposit for that Statement of Work becomes payable when that Statement of Work is agreed in accordance with Clause 2.2;

(ii) the Fees become payable monthly in advance of the month to which the Fees relate; and

(iii) the Campaign Costs become payable monthly at the end of the month to which the Campaign Costs relate (except where the duration of that Statement of Work's SOW Term is less than one (1) month, in which case the Campaign Costs become payable on expiry of the SOW Term).

11.3 - Unless otherwise expressly agreed in a Statement of Work, the Client shall also pay any expenses reasonably incurred by Edge Digital in performing its duties under that Statement of Work, including travel, accommodation, and subsistence expenses. Such expenses shall become payable monthly in arrears.

11.4 - The Campaign Deposit, Fees, Campaign Costs, and expenses payable by the Client to Edge Digital are payable in Pounds Sterling and are exclusive of any tax, levy or similar governmental charge (including value added or sales tax) which shall be paid by the Client at the rate and in the manner prescribed by law.

11.5 - Edge Digital shall be entitled to invoice the Client for the Campaign Deposit, Fees, Campaign Costs, and expenses as and when they become payable. Unless otherwise agreed by the parties, Edge Digital shall be entitled to issue its invoices to the Client by email at the 'Invoicing email address' specified in the MSA Details Page.

11.6 - The Client must pay each validly issued invoice from Edge Digital no later than thirty (30) days after the date of such invoice.

11.7 - If any sum payable under a Statement of Work is not paid by the last day that the Client was entitled to make payment under Clause 11.6, then (without prejudice to Edge Digital's other rights and remedies):

(a) Edge Digital shall be entitled to suspend the provision of the Services and / or delivery of the Materials until the Client has paid all outstanding invoices; and / or

(b) Edge Digital reserves the right to charge interest on that sum on a daily compounded basis at the rate of one and a half per cent (1.5%) per month (or the highest rate permitted by law, if less) from the due date until the date of actual payment, whether before or after judgment.

11.8 - The Client shall not be entitled to set off any sums due from it to Edge Digital, against sums due to the Client from Edge Digital under this Master Services Agreement, and Statement of Work, or any other contract.

12 Term and Termination

Master Services Agreement

12.1 - This Master Services Agreement shall commence on the 'MSA effective date ' specified in the MSA Details Page and shall continue until terminated by either party in accordance with this Clause 12.

12.2 - Either party shall be entitled to terminate this Master Services Agreement by giving to the other at any time not less than twelve (12) months' prior written notice.

12.3 - Termination of this Master Services Agreement pursuant to Clause 12.2 shall not terminate any outstanding Statement of Work. On termination of this Master Services Agreement howsoever caused the rights and duties created by Clauses 13, 15, 18.1, and 19 shall survive and any rights of either party which arose on or before termination shall be unaffected.

Statement of Works

12.4 - A Statement of Work shall commence on the 'SOW start date' specified in that Statement of Work and shall continue until terminated in accordance with this Clause 12.

12.5 - A Statement of Work may be terminated by either party on or after the expiry of that Statement of Work's SOW Term by giving a minimum of one (1) months' prior written notice to the other party.

12.6 - Either party shall be entitled to terminate a Statement of Work:

- (i) immediately if the other party commits any material breach of its obligations under that Statement of Work and fails to remedy that breach within thirty (30) days of written notice of that breach (the thirty (30) day period only applies where a breach is capable of remedy - if it is incapable of remedy, that Statement of Work may be terminated by written notice immediately); or

(ii) immediately if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or makes an arrangement with its creditors, or petitions for an administration order, or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine determines that the debtor is unable to pay its debts.

12.7 - In respect of each Campaign, Edge Digital shall be entitled to suspend the provision of the Services and / or the Campaign under a Statement of Work, and / or terminate a Statement of Work, if the provision of the applicable Advertising Platform is suspended or terminated.

12.8 - On termination of a Statement of Work howsoever caused:

- (a) provision of the Services pursuant to that Statement of Work shall cease;
- (b) each party shall promptly return all property of the other party that was provided under that Statement of Work;
- (c) the perpetual licence granted pursuant to Clause 8.5 shall remain in force (unless that Statement of Work is terminated by Edge Digital in accordance with Clauses 12.6);
- (d) other Statements of Work and this Master Services Agreement shall be unaffected;
- (e) the rights and duties created by Clauses 8.1 – 8.4, 9 (including accrued payment obligations of the Client), this 12.7, 13, 14, 18.2 and 19 shall survive; and
- (f) any rights of either party which arose on or before termination shall be unaffected.

13 Confidential Information

13.1 - Each party that receives (“Receiving Party”) any non-public business, technical, product, service and / or financial information (“Confidential Information”) from the other (“Disclosing Party”), whether before or after the date of this Master Services Agreement or in connection with a Statement of Work shall:

- (a) keep the Confidential Information confidential;
- (b) not disclose the Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 13.2 or 13.3; and
- (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Master Services Agreement and / or a Statement of Work (“Permitted Purpose”).

13.2 - The Receiving Party may disclose Confidential Information to its own officers, directors, employees, agents and advisers who reasonably need to know for the Permitted Purpose (each a “Permitted Third Party”), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 13 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Master Services Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Clause 13.

13.3 - If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party (if legally permissible) uses commercially reasonable efforts to:

- (a) provide advance notice of such disclosure to the Disclosing Party; and
- (b) give the Disclosing Party a chance to challenge such disclosure.

13.4 - The provisions of this Clause 13 shall not apply to any Confidential Information which:

- (i) is or becomes public knowledge other than by breach of this Clause 13;
- (ii) is in the possession of the Receiving Party without restriction before disclosure by the Disclosing Party;
- (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
- (iv) is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

14 Liability

14.1 - Neither party shall exclude or limit its liability for:

- (a) death or personal injury caused by its negligence; and / or
- (b) fraud or fraudulent misrepresentation.

14.2 - Edge Digital shall not be liable for any:

- (a) loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss of reputation, and / or loss or corruption of data; and / or
- (b) indirect or consequential loss.

14.3 - The Client agrees that it will have no remedy in respect of any untrue statement or representation made to it (including those made negligently) upon which it relied in entering into this Master Services Agreement and / or any a Statement of Work and that its only remedies can be for breach of contract (unless the statement was made fraudulently).

14.4 - Edge Digital's Contractual Liability to the Client shall not exceed the Fees paid or payable by the Client under the applicable Statement of Work. "Contractual Liability" means total aggregate liability howsoever arising under or in relation to the subject matter of a Statement of Work that is not:

- (a) unlimited by virtue of Clause 14.1; or
- (b) excluded pursuant to Clauses 14.2 and 14.3.

14.5 - Edge Digital hereby excludes any implied term concerning the Services and / or Materials (including, any condition or warranty as to merchantability, quality, conformance with description, or fitness for purpose) whether such term is implied by statute or common law.

14.6 - Neither party shall be liable for any delay or failure in performing its duties under this Master Services Agreement or any Statement of Work caused by any circumstances beyond its reasonable control.

15 Non-Solicitation

15.1 - During the term of this Master Services Agreement, the Client shall not, without the prior written consent of Edge Digital, solicit or entice away any employee of Edge Digital who performed (or is performing) material obligations under any applicable Statement of Work (excluding administrative, secretarial, or other back-office functions), other than by means of a national advertising campaign open to all-comers and not specifically targeted at employees of Edge Digital. If the restriction set forth in this Clause 15.1 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area for which it may be enforceable.

15.2 - If the Client breaches Clause 15.1, it shall pay Edge Digital an amount equal to the last twelve (12) months' salary of the applicable individual in recognition of the value of the individual to Edge Digital and cost of recruiting and training a replacement. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by Edge Digital in these circumstances and not a penalty. Payment of the above referenced amount shall be Edge Digital's only remedy for a breach of Clause 15.1.

16 Assignment and Subcontracting

16.1 - The Client shall not assign or otherwise transfer this Master Services Agreement or any Statement of Work or any of its rights and duties thereunder without the prior written consent of Edge Digital, such consent not to be unreasonably withheld or delayed. Edge Digital shall not assign or otherwise transfer any of its duties under this Master Services Agreement or any Statement of Work without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

16.2 - Edge Digital may subcontract the performance of any of its duties under this Master Services Agreement or any Statement of Work to any of its subcontractors.

16.3 - The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

17 Changes

17.1 - Agreement. No changes to this Master Services Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.

17.2 - Statement of Works. If either party wishes to request a change to a Statement of Work at any time, it shall provide the other with written details of the change and such

further information as the other party shall reasonably require. No changes to a Statement of Work shall be valid unless a new Statement of Work is executed to that effect (or the changes are made in writing and signed by the authorised representatives of both parties).

18 Disputes

18.1 - Master Service Agreement. Any dispute arising under this Master Service Agreement shall be referred to the 'MSA Contacts' (as specified in the MSA Details Page) who shall attempt resolution through negotiations. If the dispute remains unresolved for at least fourteen (14) days, either party may refer the dispute to the English courts.

18.2 - Statement of Works. Any dispute arising under a Statement of Work should first be escalated to the current services contact for that Statement of Work. If the dispute remains unresolved for at least fourteen (14) days, it shall be referred to the 'MSA Contacts' (as specified in the MSA Details Page) who shall attempt resolution through negotiations. If the dispute remains unresolved for a further fourteen (14) days, either party may refer the dispute to the English courts.

19 General Provisions

19.1 - Third Party Rights. The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Master Services Agreement and any Statement of Work.

19.2 - Relationship. Nothing in this Master Services Agreement or any Statement of Work shall render the Client a partner or an agent of Edge Digital and the Client shall not purport to undertake any obligation on Edge Digital's behalf nor expose Edge Digital to any liability nor pledge or purport to pledge Edge Digital's credit.

19.3 - Publicity. The Client hereby consents to Edge Digital referring to the Client in its sales and marketing literature (including its website).

19.4 - Entire Agreement. This Master Services Agreement and the Statement of Works supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter (provided that at all times each Statement of Work incorporates, and does not supersede, the terms of this Master Services Agreement).

19.5 - No Waiver. No delay, neglect or forbearance by either party in enforcing its rights under this Master Services Agreement or any Statement of Work shall be a waiver of or prejudice those rights.

19.6 - Severance. If any part of this Master Services Agreement or any Statement of Work is held unlawful or unenforceable that part shall be struck out and the remainder of this Master Services Agreement or that Statement of Work (as applicable) shall remain in full effect.

19.7 - Notices. All notices (which include invoices and correspondence) under this Master Services Agreement and each Statement of Work shall be in writing and shall be sent to the address of the recipient set out in this Master Services Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by e-mail and shall be deemed to have been served if by hand when delivered, if by courier service or first class post forty-eight (48) hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by e-mail immediately.

19.8 - Governing Law. This Master Services Agreement and each Statement of Work and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.9 - Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Master Services Agreement and each Statement of Work or their subject matter or formation.