

## Master Services Agreement

### Marketing Services

Version: 1.5 - Last Updated: 14<sup>th</sup> May 2023

This Master Services Agreement, consisting of this MSA Details and Terms and Conditions, forms a framework agreement under which statement of works can be agreed from time to time for Edge Digital's provision of marketing related professional services.

Once the Client has 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:

“**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 consultancy, implementation, training and / or other marketing 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.

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 using reasonable care and skill, subject to the terms of this Master Services Agreement.

## **4 Responsibilities**

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

4.2 - 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.

4.3 - 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.

4.4 - If the Services (or any part of the Services) are to be provided in respect of any software and / or services which are licensed or provided to the Client by its third party supplier, then the Client shall maintain in place its agreement for such licensing or provision by its third party supplier in order for Edge Digital to provide the Services.

4.5 - 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.

4.6 - 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 4; and / or
- (b) the provision by Edge Digital of any services requested by the Client which are outside the scope of the Services.

4.7 - 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 16.2) to the applicable Statement of Work to reflect the fees to be paid by the Client for such Third Party Solution.

## **5 Out of Scope**

5.1 - This Clause 5 applies in respect of any analytics services and / or related services (“Analytics Services”) which are provided by Edge Digital in respect of the Client’s websites and / or mobile apps (together “Client’s Websites”).

5.2 - Edge Digital shall not be responsible for confirming and / or testing the suitability of the Client’s Websites for use with any Analytics Services.

5.3 - The Client shall be responsible for:

(i) satisfying itself that the Analytics Services are suitable for its purposes and for use with and / or on the Client’s Websites;

(ii) if applicable, implementing tag containers on the Client’s Websites in order to receive or use the Analytics Services; and

(iii) if applicable, serving the relevant pieces of code or web beacons to tag containers in order to receive or use the Analytics Services. Edge Digital shall not be responsible for any adverse impact on the functionality and / or performance of the Client’s Websites, and / or loss of, or corruption to, the Client’s data, caused by the provision, receipt or use of the Analytics Services and / or tag containers.

5.4 - Edge Digital shall not be responsible for the functionality and / or performance of any tag management system relating to, or used with, the Client's Websites (and / or the platforms supported by any such system).

## **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 16.2;
- (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.

## **7 Materials**

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.

## **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 11.6) 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 Payment**

10.1 - The Fees and expenses shall be paid by the Client in accordance with this Clause 10.

10.2 - Unless otherwise expressly agreed in a Statement of Work, if the Fees under that Statement of Work are payable:

(i) on a 'time and materials' (e.g. hourly, daily, or FTE-based rate) basis (as specified in that Statement of Work), then such Fees shall become payable monthly in arrears; or

(ii) on a 'fixed' fee (e.g. one-off or monthly fee) basis (as specified in that Statement of Work), then each fixed Fee shall become payable in advance of the period to which such fixed Fee relates.

10.3 - 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.

10.4 - All Fees and expenses payable by the Client to Edge Digital are payable in Pounds Sterling (GBP) or US Dollars (USD) 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.

10.5 - Edge Digital shall be entitled to invoice the Client for the Fees 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.

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

10.7 - 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 10.6, 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 three per cent (3%) per annum above the base rate of Barclays Bank PLC from time to time, from the due date until the date of actual payment, whether before or after judgment.

10.8 - 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.

## **11 Term and Termination**

Master Services Agreement

11.1 - 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 11.

11.2 - 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.

11.3 - Termination of this Master Services Agreement pursuant to Clause 11.2 shall not terminate any outstanding Statement of Work. On termination of this Master Services Agreement howsoever caused the rights and duties created by Clauses 12, 14, 17.1, and 18 shall survive and any rights of either party which arose on or before termination shall be unaffected.

### **Statement of Works**

11.4 - 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 11.

11.5 - A Statement of Work shall automatically terminate on expiry of that Statement of Work's SOW Term.

11.6 - 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.

11.7 - 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 11.6); (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, 10 (including accrued payment obligations of the Client), this 11.7, 12, 13, 17.2 and 18 shall survive; and (f) any rights of either party which arose on or before termination shall be unaffected.

11.8 - In the event that the Client terminates a Statement of Work in accordance with Clauses 11.6 and such termination precedes completion of the Services which are to be provided under that Statement of Work: (a) Edge Digital shall make such partial delivery to the Client of the corresponding Services and Materials as is reasonably practicable, such Services and Materials provided on an “AS IS” basis; and (b) if the parties had agreed to a ‘fixed’ fee in that Statement of Work, Edge Digital shall reduce the ‘fixed’ fee to an amount that reasonably reflects both the value of the Services and Materials that have been provided under that Statement of Work and the cost to Edge Digital of providing such Services and Materials.

## **12 Confidential Information**

12.1 - 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 12.2 or 12.3; 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”).

12.2 - 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 12 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 12.

12.3 - 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.

12.4 - The provisions of this Clause 12 shall not apply to any Confidential Information which:

- (i) is or becomes public knowledge other than by breach of this Clause 12;
- (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.

## **13 Liability**

13.1 - 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.

13.2 - 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.

13.3 - 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).

13.4 - 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 13.1; or
- (b) excluded pursuant to Clauses 13.2 and 13.3.

13.5 - 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.

13.6 - 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.

## **14 Non-Solicitation**

14.1 - 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 14.1 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.

14.2 - If the Client breaches Clause 14.1, 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 14.1.

## **15 Assignment and Subcontracting**

15.1 - 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.

15.2 - 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.

15.3 - 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.

## **16 Changes**

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

16.2 - 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).

## **17 Disputes**

17.1 - 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.

17.2 - 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.

## **18 General Provisions**

18.1 - 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.

18.2 - 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.

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

18.4 - 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).

18.5 - 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.

18.6 - 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.

18.7 - 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.

18.8 - 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.

18.9 - 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.