



MASTER SERVICES AGREEMENT

This Agreement is made effective as of [INSERT DATE] (the “Effective Date”).

Parties

1. (aq) Limited, a company registered in England and Wales under registration number 3663860, whose registered address is 13-15 Hunslet Road, Leeds, LS10 1JQ (hereinafter referred to as “AQL”).
2. [INSERT NAME], a company registered in England and Wales under registration number [INSERT] whose registered address is [INSERT ADDRESS] (hereinafter referred to as the “Customer”).

BACKGROUND

- (a) AQL is a provider of mobile messaging, telecommunications and related services.
- (b) The Customer wishes to obtain, and AQL is willing to provide, such services on the terms of this Agreement.
- (c) Each Service Schedule entered into between the Parties shall be subject to the terms and conditions of this Master Services Agreement and shall form part of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following terms shall bear the meanings attributed to them below:

Act	the Communications Act 2003 or derivatives thereof.
Confidential Information	shall mean information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of AQL, the Customer and such party and trade secrets including, without limitation, technical data and know-how relating to the business of the Parties or of any Group Company or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that relates to the Services, whether or not such information (if in anything other than oral form) is marked confidential.
Data Loss Event	shall mean an event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.



- Data Subject Access Request** shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the data protection laws to access their Personal Data.
- Effective Date** shall have the meaning attributed to it above.
- End User** shall be the ultimate end user of the Services, which may include the Customer and/or its customers to whom it supplies goods and/or services which utilise the Services.
- Fees** shall mean the applicable fees, charges and costs for the Services, as detailed in the applicable Service Schedules.
- Group Company** shall mean in respect to each Party, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.
- Intellectual Property Rights** shall mean all copyright (including but not limited to rights in computer software), patents, trademarks, trade secrets, registered and unregistered design rights, database rights and topography rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.
- Network Operator** shall mean a mobile or fixed network operator which is directly or indirectly engaged in the performance of any of the Services.
- Regulator** shall mean any applicable regulator or other authority, voluntary or otherwise, including, without limitation, (i) the Independent Committee for the Supervision of Standards of Telephone Information Services, (ii) ICSTIS Limited, (iii) the Information Commissioners Office, (iv) any Regulator identified in the Service Schedules, and/or (v) any other legally empowered body or person (vi) Phonepayplus.
- Services** shall mean the services to be provided by AQL to the customer as detailed in the Service Schedules.
- Service Schedule(s)** shall mean each Service Schedule(s) entered into between the Parties which form part of this Agreement.
- SLA** shall mean a Service Level Agreement, which if applicable to a Service shall be detailed in the applicable Service Schedule.
- Term** shall have the meaning attributed to it at clause 2.
- 1.2 References in this Agreement to “AQL” and “Customer” shall include their respective employees, agents, sub-processors, consultants and permitted assigns.
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Unless the context otherwise requires, the singular includes a reference to the plural and vice versa.



- 1.5 Words and phrases defined in any part of this Agreement, being these operative provisions, its Schedules and the relevant Service Schedules, shall bear that meaning throughout the other parts of this Agreement, save to the extent otherwise expressly provided therein.
- 1.6 References to Clauses, Paragraphs and Schedules are, unless otherwise provided, references to the clauses and paragraphs of and schedules to this Agreement.
- 1.7 Unless the context otherwise requires, any reference in this Agreement to any specific statute shall include a reference to any modification or re-enactment thereof.

2. TERM

- 2.1 This Agreement shall become effective between the Parties on the Effective Date and, unless terminated earlier pursuant to clause 14, shall remain in full force and effect until the termination or expiration of all Service Schedules which form part of this Agreement (the “**Term**”).

3. SERVICES

- 3.1 AQL shall provide to the Customer such Services as are detailed in any Service Schedules entered into between the Parties.
- 3.2 Each Service Schedule entered into between the Parties shall detail:
 - 3.2.1 the Services to be provided by AQL;
 - 3.2.2 the applicable Fees for such Services;
 - 3.2.3 specific terms and conditions in relation to such Services; and
 - 3.2.4 where applicable any SLA offered by AQL in relation to such Service.
- 3.3 To the extent of any conflict or inconsistency between a Service Schedule and this Master Services Agreement, the Service Schedule shall take precedence in respect of the Services and other matters which are the subject of that Service Schedule.
- 3.4 Each individual Service Schedule shall be discrete and shall relate only to the Services which are the subject of it, and accordingly the contents of any individual Service Schedule shall not affect the content of any other Service Schedule or the Services which are the subject of the latter Service Schedule, save only as may be expressly provided in either Service Schedule.
- 3.5 The Customer acknowledges and agrees that due to the nature of the Services provided by AQL the terms and conditions of such Services may be altered by AQL in accordance with any corresponding changes in the terms and conditions of applicable Network Operators. In the event of any such change by a Network Operator then the amendment to the terms and conditions of this Agreement (including any applicable Service Schedule) shall be deemed to automatically bind the Customer. AQL will use its reasonable endeavours to notify the Customer of any such applicable changes to the terms and conditions as soon as is reasonably practicable. In the event that such changes to the terms and conditions materially affect the nature of the Services, or the applicable Fees payable by the Customer, then the Customer shall be entitled to terminate the applicable Service Schedule(s) upon thirty (30) days’ prior written notice to AQL.

4. AQL OBLIGATIONS

- 4.1 AQL shall deliver the Services as detailed in the Service Schedules.
- 4.2 The Services shall be delivered with reasonable care and skill.



4.3 In its provision of the Services AQL shall comply with all applicable laws and regulations which apply to its provision of the Services.

4.4 AQL shall notify the Customer of any reasonable instructions, assistance, data or access that AQL may require in order to deliver the Services.

5. CUSTOMER OBLIGATIONS

5.1 The Customer warrants and undertakes to AQL that it shall:

5.1.1 pay for the Services in accordance with clause 8 and the applicable terms and conditions of any Service Schedule;

5.1.2 provide reasonable assistance, information and access to AQL as may be required by AQL to perform the Services;

5.1.3 supply complete and accurate instructions, content and data to AQL as may be required for the performance of the Services, in accordance with the reasonable timescales confirmed by AQL; and

5.1.4 at all times at its own expense comply with any applicable laws and regulations which apply to its consumption and/or use of the Services (including, without limitation, the Data Protection Directive (95/46/EC), the Directive on Privacy and Electronic Communications (2002/58/EC), the Electronic Commerce Directive (00/31/EC) and the Distance Selling Directive (97/7/EC), and any national implementations thereof, in any country where any message is originated, delivered or in respect of which any of the Services are performed).

5.2 The Customer warrants and undertakes to AQL that it shall not use, or permit the Services to be used:

5.2.1 for the transmission of any communication which is defamatory, offensive or abusive or of an obscene or menacing nature or which is not accurate, legal, honest or true;

5.2.2 for the persistent sending of messages without a reasonable cause or for the purpose of causing annoyance, inconvenience or distress to any person;

5.2.3 in any way that contravenes applicable laws or regulations in any country where the Services are marketed or provided; or

5.2.4 in any way that may have a detrimental effect on the goodwill and good standing of AQL or any of the relevant Network Operators.

6. REGULATORY COMPLIANCE

6.1 The Parties shall at all times comply with their respective legal and regulatory duties.

6.2 The Customer shall:

6.2.1 ensure that the advertising of its goods and services which utilise the Services complies with all applicable advertising standards, regulations and codes;

6.2.2 be responsible for ensuring that any End Users shall at all times comply with all applicable laws and obligations which relate to their consumption and use of the Services;

6.2.3 to provide all reasonable assistance to AQL in connection with AQL's compliance with any requirements or conditions which are at any time imposed by any regulations, by law or any Regulator, which are applicable to or affect the Services; and



- 6.2.4 to provide any applicable Regulator with such information or material relating to the Services, or the Customer's use or consumption of the Services, as such Regulator may reasonably request in order to carry out any investigation in connection with (i) the Services, or (ii) the Customer's relationship with any End User.
- 6.3 Where AQL is notified by a Regulator that the Customer, or any End User, is or has been in breach of any applicable regulations, AQL shall be entitled to act on any request or recommendation by the Regulator for access to be barred to such Services as the Regulator may specify for such periods as the Regulator may specify.
- 6.4 AQL shall be entitled to act on any request or recommendation by any Network Operator or Regulator to withhold any sums payable by AQL to the Customer until the Customer pays to the Network Operator or Regulator (as the case may be) all sums due to meet fines, administrative charges or other sums payable to the Network Operator or Regulator, or AQL shall be entitled to pay the same out of the monies withheld.
- 6.5 AQL shall be entitled to recover from the Customer any costs, expenses, charges, fines or deductions imposed on AQL by any Regulator or Network Operator as a result of any contravention by the Customer or its End Users of the terms of this clause 6. In the event that the Customer disputes any such costs, expenses, charges, fines or deductions then it shall notify AQL in writing of such dispute and the Parties shall meet within fifteen (15) days of such notice to seek to remedy such dispute. Should the Parties be unable to reconcile such a dispute then the provisions of clause 15.7 shall prevail.

7. END USERS

- 7.1 The Customer shall be responsible for any misuse, regulatory contravention or breach of the terms of this Agreement caused by an End User in relation to its use of the Services, as if such misuse, regulatory contravention or breach had been caused by the Customer.
- 7.2 Where applicable the Customer shall retain accurate records of all End Users, and shall make such information available to AQL and/or the Regulators as may be necessary from time to time to ensure compliance with applicable laws and regulations.

8. FEES & PAYMENT

- 8.1 In consideration for the delivery of the Services the Customer shall pay AQL the Fees as detailed in the applicable Service Schedules.
- 8.2 All Fees, unless detailed otherwise, are exclusive of VAT, which shall be added to all applicable invoices by AQL at the prevailing rate.
- 8.3 AQL shall be entitled to amend the applicable Fees:
- 8.3.1 upon thirty (30) days' prior written notice to the Customer;
 - 8.3.2 immediately pursuant to clause 3.5; or
 - 8.3.3 at such intervals as may otherwise be detailed in the applicable Service Schedule.
- 8.4 In the event that AQL amends the Fees, pursuant to clause 8.3, then the Customer shall at its discretion have a right to terminate the Services pursuant to clause 3.5.
- 8.5 Payment terms of the Fees for each Service shall be as detailed in the Service Schedules.
- 8.6 Any Fees which are payable by the Customer on a pre-payment basis, in advance of delivery or consumption of the Services, shall be non-refundable, save in the event that AQL has failed in its duties to deliver the Services due to AQL's breach.



- 8.7 Notwithstanding clause 8.5 above all invoices issued by AQL to the Customer shall be payable within fifteen (15) days of the date of AQL's invoice.
- 8.8 Where AQL holds any sums on the Customer's behalf (including, without limitation, pre-paid Fees), then AQL shall be entitled to set-off such sums against any amounts owed by the Customer to AQL.
- 8.9 In the event that any payment due under any Service Schedule is not paid on the due date for payment then AQL shall be entitled to charge interest thereon at the rate of five per cent (5%) per annum over the base rate of National Westminster Bank Plc from time to time from the date payment becomes due until payment is received in full by AQL. Such interest shall accrue on a daily basis.
- 8.10 The Customer shall pay aql via Direct Debit.

9. CONFIDENTIALITY

- 9.1 Each Party shall keep confidential the Confidential Information of the other Party which it receives throughout the Term of this Agreement.
- 9.2 Confidential Information shall not include:
- 9.2.1 information which was in the public domain at the time of disclosure;
 - 9.2.2 information which, though originally Confidential Information, subsequently falls into the public domain other than as a result of any breach of this Clause or any other duty of confidence;
 - 9.2.3 information received by a Party from a third party, or already known by such party, without any breach of this clause 9 or any obligation of confidentiality;
 - 9.2.4 information that was developed independently of and without reference to any Confidential Information disclosed by the disclosing Party; and
 - 9.2.5 information that is required to be disclosed by a government body or court of competent jurisdiction or by operation of law or in order to comply with the rules of a recognised stock exchange, but only to the extent so required.
- 9.3 Each Party shall only use the Confidential Information of the disclosing Party for the performance of its duties under this Agreement, though each Party may disclose such Confidential Information to its employees, sub-processors, representatives and agents as may be necessary for this purpose.
- 9.4 Each Party shall be responsible for any disclosure of confidentiality in breach of this clause 9 by any of its employees, sub-processors, representatives and agents as if such breach were by that Party.
- 9.5 Any public announcement regarding this Agreement or the subject matter of this Agreement shall be agreed in writing in advance by the Parties.

10. INTELLECTUAL PROPERTY

- 10.1 All Intellectual Property Rights in the Services and any underlying technology, platform, device, software or documentation in relation to the Services shall always remain the exclusive property of AQL, and/or its third-party licensors and sub-processors.
- 10.2 The Customer's access to and use of the Services shall in no way confer any ownership or beneficial rights in relation to the Intellectual Property Rights relating to the Services.



- 10.3 Where the Customer's use and consumption of any Services under this Agreement, and any applicable Service Schedule, involve the use of AQL's Intellectual Property Rights, then to the extent necessary for the Customer to utilise the Service as reasonably intended AQL grants to the Customer a limited, non-exclusive and revocable licence to use such Intellectual Property solely for the purpose of using and consuming the applicable Service. Such license shall automatically terminate upon the termination of this Agreement and/or the applicable Service Schedule.
- 10.4 Each Party warrants to the other that it is the owner of its respective Intellectual Property Rights.
- 10.5 Neither Party shall reverse engineer, decompile or disassemble any software comprised in the other Party's Intellectual Property Rights save to the extent expressly permitted by applicable law.

11. WARRANTIES

- 11.1 The Services are detailed in the applicable Service Schedules.
- 11.2 To the fullest extent permitted by governing law all implied statutory and common law duties, warranties and conditions are hereby excluded from this Agreement and any Service Schedules that form part of this Agreement.

12. LIABILITY & INDEMNIFICATION

- 12.1 This clause 12 sets out the entire liability of the Parties in respect of any:
 - 12.1.1 breach of this Agreement; or
 - 12.1.2 representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2 Nothing in this Agreement excludes or limits the liability of either Party for:
 - 12.2.1 death or personal injury caused by its negligence;
 - 12.2.2 fraud or fraudulent misrepresentation; or
 - 12.2.3 any other loss which cannot be excluded or limited by law.
- 12.3 Subject to clause 12.2 above, neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any;
 - 12.3.1 loss of profits;
 - 12.3.2 loss of business;
 - 12.3.3 depletion of reputation, goodwill or any similar losses;
 - 12.3.4 pure economic loss; or
 - 12.3.5 any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 12.4 Excluding any claim under clause 6 (Regulatory Compliance), clause 9 (Confidentiality) or clause 14 (Data Protection) neither Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this Agreement shall exceed the Fees paid or payable by the Customer under this Agreement (including all Service Schedules) during the twelve (12) months preceding the date on which the claim arose.



12.5 Should a Service Schedule detail an SLA in relation to a particular Service, and should AQL fail to meet the terms of any such SLA, then AQL's sole liability and the Customer's sole remedy shall be for AQL to use reasonable endeavours to correct such failure in future delivery of the affected Services.

13. TERMINATION & SUSPENSION

13.1 This Agreement shall automatically terminate upon the expiration or termination of all Service Schedules which form part of this Agreement.

13.2 The Agreement may also be terminated, via written notice, in the following circumstances:

13.2.1 by either Party in the event the other has failed to perform any material obligation required to be performed under the Agreement and such failure is not corrected within thirty (30) days from receipt of written notice advising of such failure from the other Party; or

13.2.2 by either Party in the event that the other Party (being a company) presents a petition or has a petition presented by a creditor for its winding up, convenes a meeting to pass a resolution for voluntary winding up or enters into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, has a receiver, administrative receiver or administrator of all or any of its undertakings or assets appointed, or is deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts or (if an individual) presents or has presented against him a bankruptcy petition or (if a non-UK national or corporation) shall suffer anything analogous to these matters to occur to him or it.

13.3 Any individual Service Schedule may be terminated, via written notice, in the following circumstances:

13.3.1 pursuant to terms expressly detailed in an applicable Service Schedule;

13.3.2 in the event that a price change notice is served under Clause 3.5, provided that the Customer's written notice of termination (i) shall be of reasonable duration, and (ii) shall expire no later than the date when the pricing change which is the subject of the price change notice is scheduled to take effect, as specified in the relevant price change notice;

13.3.2 where the Service Level Agreement expressly permits termination in respect of the relevant Service Addendum and Services;

13.3.3 by AQL with immediate effect in the event that one or more of the Network Operators upon which the provision of Services hereunder is dependent terminates its provision of those services to AQL under the terms of its or their relevant agreement(s) with AQL;

13.3.4 by AQL with immediate effect in the event that any change in any law, regulation or code of conduct makes the provision of such Services illegal or contrary to such law, regulation or code of conduct, prohibitively difficult, or prohibitively expensive for aql; or

13.3.5 by AQL in the event that any payment due under such Service Schedule is not paid by the Customer within thirty (30) days of the due date for payment.

13.4 Termination of any individual Service Schedule, pursuant to clause 13.3, shall not operate to terminate any remaining Service Schedules, and this Agreement shall remain in full force and effect unless and until all Service Schedules have been terminated or have otherwise expired.



- 13.5 Notwithstanding AQL's rights under the Act, upon termination or expiration of this Agreement each Party shall (on receipt of written request from the other Party) deliver to such Party all Confidential Information belonging to such Party. Notwithstanding the foregoing provision AQL shall be entitled to retain and use all Confidential Information of the Customer for so long as is reasonably required by AQL in connection with the performance by AQL of obligations owed to third parties arising from this Agreement, or in order to satisfy legal or regulatory requirements.
- 13.6 AQL may in its sole discretion suspend provision of any Services at any time in the event that:
- 13.6.1 AQL is entitled to terminate this Agreement, or the applicable Service Schedule;
 - 13.6.2 AQL is obliged or advised to comply with an order, instruction or request of the government, Regulator, court or other competent authority;
 - 13.6.3 AQL has reasonable cause to believe in its reasonable opinion that the Customer is in breach of any of its obligations under this Agreement; or
 - 13.6.4 the services of one or more of the Network Operators upon which the provision of Services hereunder is dependent suspends its provision of those services to AQL under the terms of its or their relevant agreement(s) with AQL.

14. DATA PROTECTION

- 14.1.0 Notwithstanding where data is processed under the Communications Act 2003, measures to ensure compliance with the General Data Protection Regulation ("GDPR") are undertaken within aql, and in particular its obligations under Article 29 (Processing under the authority of the controller or processor). aql (the "Processor"), shall not process data except on instructions from the Customer (the "Controller"). Our commitment to data protection means that we will make every effort to meet the needs of the current Data Protection Act (2018) and the future GDPR using best practice and international security standards.
- 14.2 For the purposes of this clause, "Controller", "Processor", "Data Subject", "Personal Data" and "Personal Data Breach" shall take the meaning given in the GDPR or current data protection legislation.
- 14.3 The Processor is authorised to process data in order to deliver the Service under the Act.
- 14.4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe GDPR or other current data protection laws.
- 14.5 Considering the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under the data protection legislation, and in particular, the security of processing under Article 32 of GDPR, the notification of Personal Data breaches under Article 33 of GDPR and the preparation of data protection impact assessments under Article 35 of GDPR. The Processor shall also provide the necessary information to contribute to audits conducted by the Controller or another auditor mandated by the Controller in relation to the data.
- 14.6 AQL may use sub-contractors in the delivery of the Services. In such event such sub-contractors may process data under this Agreement or applicable Service Schedule. AQL shall at all times remain responsible for the processing of Customer data by sub-contractors and the adherence of such sub-contractors to the terms and conditions of this clause 14.
- 14.7 Notwithstanding any requirements under the Act, the Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:



- 14.7.1 process that Personal Data only in accordance with the Service Schedule, unless the Processor is required to do otherwise by law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data, unless prohibited by law;
 - 14.7.2 take reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - 14.7.3 ensure that all Personal Data that is transferred outside of the EU, as part of the regular delivery of the Services, is at all times compliant with the regulations of the GDPR.
- 14.8 As per Articles 15-22 of GDPR, the Processor shall notify the Controller within three (3) working days if it:
- 14.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.8.2 receives a request from a Data Subject to rectify, block or erase any Personal Data;
 - 14.8.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection legislation;
 - 14.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 14.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law, unless notification to the Controller is prohibited by law; or
 - 14.8.6 becomes aware of a Data Loss Event.

Upon termination of this Agreement or relevant Schedule, the Controller may request in writing at any time that the Processor must cease to use or process any of the Controller's data, return a copy of the data to the Controller and then securely delete or destroy (Controller's choice), as applicable, all of the Controller's data in the Processor's possession (except as prohibited by law or data retention requirements under the Act). To the extent any of the Controller's data is retained by the Processor, its confidentiality and security obligations shall continue in accordance with the Agreement.

15. GENERAL TERMS

- 15.1 **Non-solicitation of Employees:** During the Term and for a period of six (6) months thereafter, the Customer shall not directly or indirectly (other than by general advertising) solicit, employ or engage, or endeavour to do so, any employees of AQL, or any Processors used by AQL in



the performance of its obligations under this Agreement without the prior written consent of AQL.

15.2 **Force Majeure:** Either Party's performance of any part of the Agreement, other than payment obligations, shall be excused to the extent that it is hindered, delayed or otherwise made impractical by:

15.2.1 the acts or omissions of the other Party or any Network Operator;

15.2.2 flood, fire, earthquake, strike or riot; or

15.2.3 any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that Party (collectively referred to as "force majeure conditions" below).

If any such force majeure condition occurs, the non-performing Party shall make reasonable efforts to notify the other Party of the nature of any such condition and the extent of the delay, and shall make reasonable, good faith efforts to resume performance as soon as possible.

15.3 **Entire Agreement:** The Agreement, including any attachments, schedules and/or addendums, constitutes the entire Agreement between the Parties and supersedes any prior discussions, writings, agreements and negotiations with respect thereto.

15.4 **Variation:** Any amendment to this Agreement shall not be effective unless made in writing and signed by an authorised representative of both Parties.

15.5 **Severability:** If any portion of the Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of the Agreement shall remain in effect in accordance with its terms as modified by such deletion.

15.6 **Waiver:** No waiver of any provision of the Agreement by either Party shall be effective unless made in writing. Any waiver made by such Party of any term or condition of the Agreement shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.

15.7 **Governing Law and Jurisdiction:** The Agreement shall be governed by the laws of England, and the Parties hereby submit to the exclusive jurisdiction of the English courts for the resolution of any dispute which may arise in connection herewith.

15.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Exchange of counterparts via electronic transmission (including via the exchange of signed .pdf documents) shall be deemed good and proper execution.

15.9 **Notices:** Any notice under this Agreement shall be in writing and sent by recorded delivery or email to the recipient's address as detailed below:

15.9.1 If to AQL:

Postal Address: 13-15 Hunslet Road, Leeds, LS10 1JQ

15.9.2 If to Customer:

Postal Address: To the Customer's address first detailed above.



IN WITNESS whereof this **MASTER SERVICES AGREEMENT** has been made effective as of the Effective Date.

For and on behalf of aqi:

For and on behalf of Customer:

Signature

Signature

Print Name

Print Name

Title

Title